



## **CITY OF FISHERS AGENDA**

**BOARD/COMMISSION:** Board of Public Works and Safety Meeting

**DATE:** 12/12/2023, at 9:00 AM

**DIRECTIONS:** 3 Municipal Drive, Fishers, IN, 46038

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

**1. Meeting Called to Order**

- a. Request to review the previous meeting memoranda's

**2. Announcements**

**3. Presentations**

**4. Consent Agenda**

- a. Request to approve the account payable register

**5. Resolution**

- a. R121223 – Request for Declaring Vehicles-Equipment as surplus for Trade-ins
- b. R121223A – Request to Approve Resolution regarding allocation of LARE Grant Proceeds.
- c. R121223B – Request to Revoke Right-of-Way permits.
- d. R121223C – Request to Approve Utility Reimbursement Agreement with Duke Energy
- e. R121223D – Request to Approve City Median Landscape Project.

- f. R121223E – Request to Approve Professional Services Agreement with WSP.
- g. R121223F – Request to Approve Resolution Declaring SCBA Equipment as Surplus.
- h. R121223G – Request to approve Agreement with Juggernaut Brewing.
- i. R121223H – Request to approve a Build Operate Transfer Agreement for the City of FishersCommunity Center.
- j. . R121223I – Request to approve Memorandum of Understanding Between the City andThe Superlative Group.
- k. R121223J – Request to approve an amended and restated Management Agreement.

**6. Regular Items**

**7. Unfinished/New Business**

**8. Meeting Adjournment**





## CITY OF FISHERS AGENDA

**BOARD/COMMISSION:** Board of Public Works and Safety

**DATE:** 11/28/23

**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 9:00 a.m. by Scott Fadness. Board members Jeff Lantz, Jason Meyer and Scott Fadness were present.
- Staff present/Legal: Samantha Wisecup, Rich Bassett, Tami Houston, Lindsey Bennett, Tabatha Miller, Tracy Gaynor, Hatem Mekky and Kari Adriano.
- Members of the Public: Larry Lannan, Jason Taylor and Starr Williams.
- Members of the public were able to submit comments to the Board via form submission.  
[Public Comments](#)

#### **2. Announcements:**

#### **3. Presentations:**

### **CONSENT AGENDA**

**4a.** Request to review the previous meeting memoranda's: [Meeting Minutes 11-14-23](#)

**4b.** Request to approve the account payable register: [Accounts Payable 11-28-23](#).

- Jeff Lantz made a motion to approve the consent agenda. Scott Fadness seconded the motion. Jason Meyer abstained. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

### **RESOLUTION**

**5. R112823** – Request to Revoke Right-of-Way permits.

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

- Tami Houston, Project Engineer, Engineering Department, presented **R112823** to the board.
- Jason Meyer made a motion to approve **R112823**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

**6. R112823A** – Request to Approve Special Purchase of Life Line Superliner Ambulance Box.

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

- Tabatha Miller, Fleet Director, presented **R112823A** to the board.
- Jeff Lantz made a motion to approve **R112823A**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

**7. R112823B** – Request for Bid Award of City Sidewalk Improvements 24-1.

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

- Hatem Mekky, Director of Engineering, presented **R112823B** to the board.
- Scott Fadness made a motion to approve **R112823B**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.



## CITY OF FISHERS AGENDA

8.

**R112823C** – Request for On-Call Contract with Burgess and Niple.

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

- Hatem Mekky, Director of Engineering, presented **R112823C** to the board.
- Jeff Lantz made a motion to approve **R112823C**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

9.

**R112823D** – Request to Amend the Cross Sections, General Plans and Specifications for Barrett East as adopted in Resolution No. R031423D.

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

- Hatem Mekky, Director of Engineering, presented **R112823D** to the board.
- Jason Meyer made a motion to approve **R112823D**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

### REGULAR ITEMS

11. **Unfinished/New Business:**

12. **Meeting Adjournment**

- Jason Meyer made a motion to adjourn the meeting. Jeff Lantz seconded the motion.
- There was no remonstrance and the motion passed 3 in favor, 0 opposed.
- The meeting was adjourned at 9:09 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.

December 12 , 2023

\_\_\_\_\_  
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 92 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$1,613,468.57.

Dated this 12th day of December 2023.

|       |       |       |
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**Signatures of Governing Board**

## A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

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|-------|------------|------|---------------------------|-----------|----------------|-------------------------|----------|----------|-----------|
| 68848 | 11/29/2023 | EFT  | 1356 Asbury Automotive Gr | 80655     | HCV231679      | 11/20/2020              | 22301183 | 112923EP | 36,605.25 |
|       |            |      |                           | 36,605.25 | 10106010 44500 | Machinery and Equipment |          |          |           |
|       |            |      |                           |           |                | CHECK                   | 68848    | TOTAL:   | 36,605.25 |
| 68849 | 11/29/2023 | EFT  | 366 Plumbers Supply Comp  | 80581     | 90624723       | 10/31/2023              | 22301175 | 112923EP | 4,473.45  |
|       |            |      |                           | 4,473.45  | 10109012 42200 | Operating Supplies      |          |          |           |
|       |            |      |                           |           |                | CHECK                   | 68849    | TOTAL:   | 4,473.45  |
| 68850 | 11/29/2023 | PRTD | 364 Cinergy Corp          | 80269     | 910125239535   | 11/16/2023              | 22300137 | 112923EP | 30.00     |
|       |            |      |                           | 30.00     | 10109012 43100 | Professional Services   |          |          |           |
|       |            |      |                           |           |                | CHECK                   | 68850    | TOTAL:   | 30.00     |
| 68851 | 11/29/2023 | PRTD | 364 Cinergy Corp          | 80281     | 910120321182   | 11/10/2023              | 22300137 | 112923EP | 30.00     |
|       |            |      |                           | 30.00     | 10109012 43100 | Professional Services   |          |          |           |
|       |            |      |                           |           |                | CHECK                   | 68851    | TOTAL:   | 30.00     |
| 68852 | 11/29/2023 | PRTD | 364 Cinergy Corp          | 80282     | 910120320248   | 11/16/2023              | 22300137 | 112923EP | 30.00     |
|       |            |      |                           | 30.00     | 10109012 43100 | Professional Services   |          |          |           |
|       |            |      |                           |           |                | CHECK                   | 68852    | TOTAL:   | 30.00     |
| 68853 | 11/29/2023 | PRTD | 364 Cinergy Corp          | 80322     | 910123104393   | 11/16/2023              | 22300137 | 112923EP | 30.00     |
|       |            |      |                           | 30.00     | 10109012 43100 | Professional Services   |          |          |           |
|       |            |      |                           |           |                | CHECK                   | 68853    | TOTAL:   | 30.00     |
| 68854 | 11/29/2023 | PRTD | 364 Cinergy Corp          | 80334     | 910122972163   | 11/16/2023              | 22300137 | 112923EP | 30.00     |
|       |            |      |                           | 30.00     | 10109012 43100 | Professional Services   |          |          |           |
|       |            |      |                           |           |                | CHECK                   | 68854    | TOTAL:   | 30.00     |
| 68855 | 11/29/2023 | PRTD | 364 Cinergy Corp          | 80291     | 910151838937   | 11/13/2023              | 22300137 | 112923EP | 40.00     |
|       |            |      |                           | 25.00     | 10109012 43100 | Professional Services   |          |          |           |
|       |            |      |                           | 15.00     | 10109012 43100 | Professional Services   |          |          |           |
|       |            |      |                           |           |                | CHECK                   | 68855    | TOTAL:   | 40.00     |
| 68856 | 11/29/2023 | PRTD | 364 Cinergy Corp          | 80369     | 910122921196   | 11/20/2023              | 22300137 | 112923EP | 55.00     |
|       |            |      |                           | 55.00     | 10109012 43100 | Professional Services   |          |          |           |

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 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER INVOICE

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|       |            |      |     |              |                 |                                | CHECK                                        | 68856 TOTAL: | 55.00  |
| 68857 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80370<br>60.00  | 910123114808<br>10109012 43100 | 11/20/2023 22300137<br>Professional Services | 112923EP     | 60.00  |
|       |            |      |     |              |                 |                                | CHECK                                        | 68857 TOTAL: | 60.00  |
| 68858 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80332<br>70.00  | 910122990397<br>10109012 43100 | 11/20/2023 22300137<br>Professional Services | 112923EP     | 70.00  |
|       |            |      |     |              |                 |                                | CHECK                                        | 68858 TOTAL: | 70.00  |
| 68859 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80350<br>70.00  | 910122973007<br>10109012 43100 | 11/20/2023 22300137<br>Professional Services | 112923EP     | 70.00  |
|       |            |      |     |              |                 |                                | CHECK                                        | 68859 TOTAL: | 70.00  |
| 68860 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80323<br>75.00  | 910123137524<br>10109012 43100 | 11/16/2023 22300137<br>Professional Services | 112923EP     | 75.00  |
|       |            |      |     |              |                 |                                | CHECK                                        | 68860 TOTAL: | 75.00  |
| 68861 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80320<br>75.00  | 910122819298<br>10109012 43100 | 11/16/2023 22300137<br>Professional Services | 112923EP     | 75.00  |
|       |            |      |     |              |                 |                                | CHECK                                        | 68861 TOTAL: | 75.00  |
| 68862 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80275<br>75.00  | 910136925951<br>10109012 43100 | 11/07/2023 22300137<br>Professional Services | 112923EP     | 75.00  |
|       |            |      |     |              |                 |                                | CHECK                                        | 68862 TOTAL: | 75.00  |
| 68863 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80343<br>85.00  | 910123109637<br>10109012 43100 | 11/17/2023 22300137<br>Professional Services | 112923EP     | 85.00  |
|       |            |      |     |              |                 |                                | CHECK                                        | 68863 TOTAL: | 85.00  |
| 68864 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80345<br>100.00 | 910123146525<br>10109012 43100 | 11/16/2023 22300137<br>Professional Services | 112923EP     | 100.00 |
|       |            |      |     |              |                 |                                | CHECK                                        | 68864 TOTAL: | 100.00 |

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

VOUCHER INVOICE

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| 68865 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80364  | 910122932347   | 10/23/2023            | 22300137 | 112923EP | 100.00 |
|       |            |      |     |              | 100.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68865    | TOTAL:   | 100.00 |
| 68866 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80372  | 910123011555   | 11/20/2023            | 22300137 | 112923EP | 130.00 |
|       |            |      |     |              | 130.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68866    | TOTAL:   | 130.00 |
| 68867 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80336  | 910122935473   | 11/16/2023            | 22300137 | 112923EP | 140.00 |
|       |            |      |     |              | 40.00  | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              | 100.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68867    | TOTAL:   | 140.00 |
| 68868 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80346  | 910122946864   | 11/20/2023            | 22300137 | 112923EP | 150.00 |
|       |            |      |     |              | 100.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              | 50.00  | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68868    | TOTAL:   | 150.00 |
| 68869 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80344  | 910122927621   | 11/17/2023            | 22300137 | 112923EP | 150.00 |
|       |            |      |     |              | 100.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              | 50.00  | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68869    | TOTAL:   | 150.00 |
| 68870 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80358  | 910123107536   | 11/16/2023            | 22300137 | 112923EP | 175.00 |
|       |            |      |     |              | 175.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68870    | TOTAL:   | 175.00 |
| 68871 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80348  | 910123166157   | 11/20/2023            | 22300137 | 112923EP | 180.00 |
|       |            |      |     |              | 180.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68871    | TOTAL:   | 180.00 |
| 68872 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80271  | 910130397111   | 11/07/2023            | 22300137 | 112923EP | 200.00 |
|       |            |      |     |              | 200.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68872    | TOTAL:   | 200.00 |

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| 68873 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80266  | 910138586265   | 11/07/2023            | 22300137 | 112923EP | 200.00 |
|       |            |      |     |              | 200.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68873    | TOTAL:   | 200.00 |
| 68874 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80357  | 910123012689   | 10/23/2023            | 22300137 | 112923EP | 225.00 |
|       |            |      |     |              | 225.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68874    | TOTAL:   | 225.00 |
| 68875 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80333  | 910122967984   | 11/16/2023            | 22300137 | 112923EP | 250.00 |
|       |            |      |     |              | 200.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              | 50.00  | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68875    | TOTAL:   | 250.00 |
| 68876 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80373  | 910123034031   | 11/16/2023            | 22300137 | 112923EP | 250.00 |
|       |            |      |     |              | 250.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68876    | TOTAL:   | 250.00 |
| 68877 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80337  | 910123119556   | 11/16/2023            | 22300137 | 112923EP | 275.00 |
|       |            |      |     |              | 275.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68877    | TOTAL:   | 275.00 |
| 68878 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80339  | 910122974454   | 11/17/2023            | 22300137 | 112923EP | 365.00 |
|       |            |      |     |              | 365.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68878    | TOTAL:   | 365.00 |
| 68879 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80329  | 910123162971   | 11/17/2023            | 22300137 | 112923EP | 395.00 |
|       |            |      |     |              | 395.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68879    | TOTAL:   | 395.00 |
| 68880 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80277  | 910120321116   | 11/16/2023            | 22300137 | 112923EP | 400.00 |
|       |            |      |     |              | 350.00 | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              | 50.00  | 10109012 43100 | Professional Services |          |          |        |
|       |            |      |     |              |        |                | CHECK                 | 68880    | TOTAL:   | 400.00 |

**A/P CASH DISBURSEMENTS JOURNAL**
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| 68881 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80268  | 910130396962   | 11/14/2023 | 22300137 | 112923EP              | 450.00 |
|       |            |      |     |              | 450.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |     |              |        |                | CHECK      | 68881    | TOTAL:                | 450.00 |
| 68882 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80286  | 910120320173   | 11/07/2023 | 22300137 | 112923EP              | 500.00 |
|       |            |      |     |              | 400.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |     |              | 100.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |     |              |        |                | CHECK      | 68882    | TOTAL:                | 500.00 |
| 68883 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80338  | 910122920575   | 11/17/2023 | 22300137 | 112923EP              | 550.00 |
|       |            |      |     |              | 470.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |     |              | 80.00  | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |     |              |        |                | CHECK      | 68883    | TOTAL:                | 550.00 |
| 68884 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80285  | 910138704908   | 11/07/2023 | 22300137 | 112923EP              | 650.00 |
|       |            |      |     |              | 430.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |     |              | 220.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |     |              |        |                | CHECK      | 68884    | TOTAL:                | 650.00 |
| 68885 | 11/29/2023 | PRTD | 364 | Cinergy Corp |        | 910125861028   | 11/10/2023 | 22300137 | 112923EP              | 700.00 |
|       |            |      |     |              | 470.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |     |              | 230.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |     |              |        |                | CHECK      | 68885    | TOTAL:                | 700.00 |
| 68886 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80353  | 910123146088   | 11/16/2023 | 22300137 | 112923EP              | 700.00 |
|       |            |      |     |              | 400.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |     |              | 300.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |     |              |        |                | CHECK      | 68886    | TOTAL:                | 700.00 |
| 68887 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80326  | 910123136557   | 11/17/2023 | 22300137 | 112923EP              | 800.00 |
|       |            |      |     |              | 800.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |     |              |        |                | CHECK      | 68887    | TOTAL:                | 800.00 |
| 68888 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80279  | 910124569255   | 11/07/2023 | 22300137 | 112923EP              | 800.00 |
|       |            |      |     |              | 650.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |     |              | 150.00 | 10109012 43100 |            |          | Professional Services |        |



**A/P CASH DISBURSEMENTS JOURNAL**
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|       |            |      |     |              |                |                             | CHECK                                              | 68888 TOTAL: | 800.00   |
| 68889 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80324 850.00   | 910123182248 10109012 43100 | 11/16/2023 22300137 112923EP Professional Services |              | 850.00   |
|       |            |      |     |              |                |                             | CHECK                                              | 68889 TOTAL: | 850.00   |
| 68890 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80318 900.00   | 910123156501 10109012 43100 | 11/16/2023 22300137 112923EP Professional Services |              | 900.00   |
|       |            |      |     |              |                |                             | CHECK                                              | 68890 TOTAL: | 900.00   |
| 68891 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80354 1,000.00 | 910123155716 10109012 43100 | 11/16/2023 22300137 112923EP Professional Services |              | 1,000.00 |
|       |            |      |     |              |                |                             | CHECK                                              | 68891 TOTAL: | 1,000.00 |
| 68892 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80525 1,200.00 | 910123018635 10109012 43100 | 11/16/2023 22300137 112923EP Professional Services |              | 1,200.00 |
|       |            |      |     |              |                |                             | CHECK                                              | 68892 TOTAL: | 1,200.00 |
| 68893 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80515 1,500.00 | 910123088556 10109012 43100 | 10/23/2023 22300137 112923EP Professional Services |              | 1,500.00 |
|       |            |      |     |              |                |                             | CHECK                                              | 68893 TOTAL: | 1,500.00 |
| 68894 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80368 1,500.00 | 910123018198 10109012 43100 | 10/23/2023 22300137 112923EP Professional Services |              | 1,500.00 |
|       |            |      |     |              |                |                             | CHECK                                              | 68894 TOTAL: | 1,500.00 |
| 68895 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80331 1,800.00 | 910123120278 10109012 43100 | 11/17/2023 22300137 112923EP Professional Services |              | 1,800.00 |
|       |            |      |     |              |                |                             | CHECK                                              | 68895 TOTAL: | 1,800.00 |
| 68896 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80359 2,400.00 | 910123156569 10109012 43100 | 11/16/2023 22300137 112923EP Professional Services |              | 2,400.00 |
|       |            |      |     |              |                |                             | CHECK                                              | 68896 TOTAL: | 2,400.00 |

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| 68897 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80363    | 910122929079   | 11/16/2023            | 22300137 | 112923EP | 2,400.00 |
|       |            |      |     |              | 2,400.00 | 10109012 43100 | Professional Services |          |          |          |
|       |            |      |     |              |          |                | CHECK                 | 68897    | TOTAL:   | 2,400.00 |
| 68898 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80330    | 910122896530   | 11/17/2023            | 22300137 | 112923EP | 2,500.00 |
|       |            |      |     |              | 2,500.00 | 10109012 43100 | Professional Services |          |          |          |
|       |            |      |     |              |          |                | CHECK                 | 68898    | TOTAL:   | 2,500.00 |
| 68899 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80365    | 910122897911   | 11/16/2023            | 22300137 | 112923EP | 2,750.00 |
|       |            |      |     |              | 2,640.00 | 10109012 43100 | Professional Services |          |          |          |
|       |            |      |     |              | 110.00   | 10109012 43100 | Professional Services |          |          |          |
|       |            |      |     |              |          |                | CHECK                 | 68899    | TOTAL:   | 2,750.00 |
| 68900 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80521    | 910122884263   | 10/23/2023            | 22300137 | 112923EP | 3,000.00 |
|       |            |      |     |              | 3,000.00 | 10109012 43100 | Professional Services |          |          |          |
|       |            |      |     |              |          |                | CHECK                 | 68900    | TOTAL:   | 3,000.00 |
| 68901 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80371    | 910122983744   | 11/16/2023            | 22300137 | 112923EP | 3,200.00 |
|       |            |      |     |              | 3,200.00 | 10109012 43100 | Professional Services |          |          |          |
|       |            |      |     |              |          |                | CHECK                 | 68901    | TOTAL:   | 3,200.00 |
| 68902 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80340    | 910123037373   | 11/17/2023            | 22300137 | 112923EP | 3,300.00 |
|       |            |      |     |              | 2,900.00 | 10109012 43100 | Professional Services |          |          |          |
|       |            |      |     |              | 400.00   | 10109012 43100 | Professional Services |          |          |          |
|       |            |      |     |              |          |                | CHECK                 | 68902    | TOTAL:   | 3,300.00 |
| 68903 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80465    | 910123068362   | 10/23/2023            | 22300137 | 112923EP | 3,500.00 |
|       |            |      |     |              | 3,500.00 | 10109012 43100 | Professional Services |          |          |          |
|       |            |      |     |              |          |                | CHECK                 | 68903    | TOTAL:   | 3,500.00 |
| 68904 | 11/29/2023 | PRTD | 364 | Cinergy Corp | 80468    | 910122979029   | 10/23/2023            | 22300137 | 112923EP | 3,500.00 |
|       |            |      |     |              | 3,500.00 | 10109012 43100 | Professional Services |          |          |          |
|       |            |      |     |              |          |                | CHECK                 | 68904    | TOTAL:   | 3,500.00 |

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| 68905 | 11/29/2023 | PRTD | 364 Cinergy Corp | 80518<br>3,500.00             | 910122992414<br>10109012 43100                   | 10/23/2023 22300137<br>Professional Services                          | 112923EP     | 3,500.00  |
|       |            |      |                  |                               |                                                  | CHECK                                                                 | 68905 TOTAL: | 3,500.00  |
| 68906 | 11/29/2023 | PRTD | 364 Cinergy Corp | 80367<br>3,900.00             | 910122919085<br>10109012 43100                   | 11/16/2023 22300137<br>Professional Services                          | 112923EP     | 3,900.00  |
|       |            |      |                  |                               |                                                  | CHECK                                                                 | 68906 TOTAL: | 3,900.00  |
| 68907 | 11/29/2023 | PRTD | 364 Cinergy Corp | 80317<br>2,500.00<br>1,500.00 | 930000023507<br>10109012 43100<br>10109012 43100 | 10/27/2023 22300137<br>Professional Services<br>Professional Services | 112923EP     | 4,000.00  |
|       |            |      |                  |                               |                                                  | CHECK                                                                 | 68907 TOTAL: | 4,000.00  |
| 68908 | 11/29/2023 | PRTD | 364 Cinergy Corp | 80335<br>5,000.00<br>500.00   | 910122926901<br>10109012 43100<br>10109012 43100 | 11/16/2023 22300137<br>Professional Services<br>Professional Services | 112923EP     | 5,500.00  |
|       |            |      |                  |                               |                                                  | CHECK                                                                 | 68908 TOTAL: | 5,500.00  |
| 68909 | 11/29/2023 | PRTD | 364 Cinergy Corp | 80517<br>7,000.00             | 910123073012<br>10109012 43100                   | 10/17/2023 22300137<br>Professional Services                          | 112923EP     | 7,000.00  |
|       |            |      |                  |                               |                                                  | CHECK                                                                 | 68909 TOTAL: | 7,000.00  |
| 68910 | 11/29/2023 | PRTD | 364 Cinergy Corp | 80524<br>8,000.00             | 910123020704<br>10109012 43100                   | 10/17/2023 22300137<br>Professional Services                          | 112923EP     | 8,000.00  |
|       |            |      |                  |                               |                                                  | CHECK                                                                 | 68910 TOTAL: | 8,000.00  |
| 68911 | 11/29/2023 | PRTD | 364 Cinergy Corp | 80522<br>10,000.00            | 910123034528<br>10109012 43100                   | 10/19/2023 22300137<br>Professional Services                          | 112923EP     | 10,000.00 |
|       |            |      |                  |                               |                                                  | CHECK                                                                 | 68911 TOTAL: | 10,000.00 |
| 68912 | 11/29/2023 | PRTD | 364 Cinergy Corp | 80362<br>17,500.00<br>500.00  | 910122895109<br>10109012 43100<br>10109012 43100 | 11/20/2023 22300137<br>Professional Services<br>Professional Services | 112923EP     | 18,000.00 |
|       |            |      |                  |                               |                                                  | CHECK                                                                 | 68912 TOTAL: | 18,000.00 |

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80264 930000025377  
 24,000.00 10109012 43100

10/27/2023 22300137 112923EP  
 Professional Services

24,000.00

CHECK 68913 TOTAL: 24,000.00

NUMBER OF CHECKS 66 \*\*\* CASH ACCOUNT TOTAL \*\*\* 169,868.70

|                      | COUNT | AMOUNT     |
|----------------------|-------|------------|
| TOTAL PRINTED CHECKS | 64    | 128,790.00 |
| TOTAL EFT'S          | 2     | 41,078.70  |

\*\*\* GRAND TOTAL \*\*\* 169,868.70

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| 68914 | 11/29/2023 MANL | 364 Cinergy Corp          | 79845 910148743158<br>286.98 21205058 43100<br>813.02 21205058 43100 | 11/13/2023<br>Professional Services<br>Professional Services |       | 112823ut | 1,100.00 |
|       |                 |                           |                                                                      | CHECK                                                        | 68914 | TOTAL:   | 1,100.00 |
| 68915 | 11/29/2023 MANL | 364 Cinergy Corp          | 80740 910122648172<br>50.00 10109012 43100                           | 10/17/2023 22300137<br>Professional Services                 |       | 112823ut | 50.00    |
|       |                 |                           |                                                                      | CHECK                                                        | 68915 | TOTAL:   | 50.00    |
| 68916 | 11/29/2023 MANL | 1574 Citizens Energy Grou | 80668 4753108926<br>7,594.65 60609014 43500                          | 10/31/2023 22201345<br>Utility Services                      |       | 112823ut | 7,594.65 |
|       |                 |                           |                                                                      | CHECK                                                        | 68916 | TOTAL:   | 7,594.65 |
| 68917 | 11/29/2023 MANL | 1574 Citizens Energy Grou | 80671 2692830000<br>5,000.00 62609014 43500                          | 11/15/2023 22301159<br>Utility Services                      |       | 112823ut | 5,000.00 |
|       |                 |                           |                                                                      | CHECK                                                        | 68917 | TOTAL:   | 5,000.00 |
| 68918 | 11/29/2023 MANL | 1574 Citizens Energy Grou | 80660 4012520000<br>67.27 60609014 43500                             | 11/15/2023 22301006<br>Utility Services                      |       | 112823ut | 67.27    |
|       |                 |                           |                                                                      | CHECK                                                        | 68918 | TOTAL:   | 67.27    |
| 68919 | 11/29/2023 MANL | 1574 Citizens Energy Grou | 80661 1651147128<br>57.31 60609014 43500                             | 11/16/2023 22301006<br>Utility Services                      |       | 112823ut | 57.31    |
|       |                 |                           |                                                                      | CHECK                                                        | 68919 | TOTAL:   | 57.31    |
| 68920 | 11/29/2023 MANL | 1574 Citizens Energy Grou | 80662 6841968857<br>57.46 60609014 43500                             | 11/17/2023 22301006<br>Utility Services                      |       | 112823ut | 57.46    |
|       |                 |                           |                                                                      | CHECK                                                        | 68920 | TOTAL:   | 57.46    |
| 68921 | 11/29/2023 MANL | 1574 Citizens Energy Grou | 80663 7946473576<br>90.61 60609014 43500                             | 11/17/2023 22301006<br>Utility Services                      |       | 112823ut | 90.61    |
|       |                 |                           |                                                                      | CHECK                                                        | 68921 | TOTAL:   | 90.61    |
| 68922 | 11/29/2023 MANL | 1574 Citizens Energy Grou | 80657 0919940000<br>542.92 60609014 43500                            | 11/15/2023 22301006<br>Utility Services                      |       | 112823ut | 542.92   |

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|       |            |      |                           |          |                |                       |          | CHECK    | 68922 | TOTAL: | 542.92   |
| 68923 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80387    | 8527430000     | 11/15/2023            | 22300131 | 112823ut |       |        | 400.00   |
|       |            |      |                           | 400.00   | 10109012 43100 | Professional Services |          |          |       |        |          |
|       |            |      |                           |          |                |                       |          | CHECK    | 68923 | TOTAL: | 400.00   |
| 68924 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80388    | 0255770000     | 11/15/2023            | 22300131 | 112823ut |       |        | 400.00   |
|       |            |      |                           | 400.00   | 10109012 43100 | Professional Services |          |          |       |        |          |
|       |            |      |                           |          |                |                       |          | CHECK    | 68924 | TOTAL: | 400.00   |
| 68925 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80389    | 2161520000     | 11/15/2023            | 22300131 | 112823ut |       |        | 3,000.00 |
|       |            |      |                           | 3,000.00 | 10109012 43100 | Professional Services |          |          |       |        |          |
|       |            |      |                           |          |                |                       |          | CHECK    | 68925 | TOTAL: | 3,000.00 |
| 68926 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80390    | 1464550000     | 11/16/2023            | 22300131 | 112823ut |       |        | 250.00   |
|       |            |      |                           | 250.00   | 10109012 43100 | Professional Services |          |          |       |        |          |
|       |            |      |                           |          |                |                       |          | CHECK    | 68926 | TOTAL: | 250.00   |
| 68927 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80391    | 1565400000     | 11/15/2023            | 22300131 | 112823ut |       |        | 125.00   |
|       |            |      |                           | 125.00   | 10109012 43100 | Professional Services |          |          |       |        |          |
|       |            |      |                           |          |                |                       |          | CHECK    | 68927 | TOTAL: | 125.00   |
| 68928 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80392    | 5308530000     | 11/15/2023            | 22300131 | 112823ut |       |        | 300.00   |
|       |            |      |                           | 300.00   | 10109012 43100 | Professional Services |          |          |       |        |          |
|       |            |      |                           |          |                |                       |          | CHECK    | 68928 | TOTAL: | 300.00   |
| 68929 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80393    | 3526030000     | 11/17/2023            | 22300131 | 112823ut |       |        | 400.00   |
|       |            |      |                           | 400.00   | 10109012 43100 | Professional Services |          |          |       |        |          |
|       |            |      |                           |          |                |                       |          | CHECK    | 68929 | TOTAL: | 400.00   |
| 68930 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80394    | 4077910000     | 11/16/2023            | 22300131 | 112823ut |       |        | 125.00   |
|       |            |      |                           | 125.00   | 10109012 43100 | Professional Services |          |          |       |        |          |
|       |            |      |                           |          |                |                       |          | CHECK    | 68930 | TOTAL: | 125.00   |

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| 68931 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80395    | 6153710000     | 11/16/2023 | 22300131 | 112823ut              | 275.00   |
|       |            |      |                           | 275.00   | 10109012 43100 |            |          | Professional Services |          |
|       |            |      |                           |          |                | CHECK      | 68931    | TOTAL:                | 275.00   |
| 68932 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80396    | 1582670000     | 11/16/2023 | 22300131 | 112823ut              | 450.00   |
|       |            |      |                           | 450.00   | 10109012 43100 |            |          | Professional Services |          |
|       |            |      |                           |          |                | CHECK      | 68932    | TOTAL:                | 450.00   |
| 68933 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80397    | 1316340000     | 11/16/2023 | 22300131 | 112823ut              | 100.00   |
|       |            |      |                           | 30.00    | 10109012 43100 |            |          | Professional Services |          |
|       |            |      |                           | 70.00    | 10109012 43100 |            |          | Professional Services |          |
|       |            |      |                           |          |                | CHECK      | 68933    | TOTAL:                | 100.00   |
| 68934 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80398    | 9005460000     | 11/16/2023 | 22300131 | 112823ut              | 150.00   |
|       |            |      |                           | 150.00   | 10109012 43100 |            |          | Professional Services |          |
|       |            |      |                           |          |                | CHECK      | 68934    | TOTAL:                | 150.00   |
| 68935 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80399    | 0533900000     | 11/16/2023 | 22300131 | 112823ut              | 400.00   |
|       |            |      |                           | 400.00   | 10109012 43100 |            |          | Professional Services |          |
|       |            |      |                           |          |                | CHECK      | 68935    | TOTAL:                | 400.00   |
| 68936 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80401    | 4935520000     | 11/15/2023 | 22300131 | 112823ut              | 1,400.00 |
|       |            |      |                           | 1,400.00 | 10109012 43100 |            |          | Professional Services |          |
|       |            |      |                           |          |                | CHECK      | 68936    | TOTAL:                | 1,400.00 |
| 68937 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80403    | 3571540000     | 11/16/2023 | 22300131 | 112823ut              | 200.00   |
|       |            |      |                           | 200.00   | 10109012 43100 |            |          | Professional Services |          |
|       |            |      |                           |          |                | CHECK      | 68937    | TOTAL:                | 200.00   |
| 68938 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80405    | 6963440000     | 11/16/2023 | 22300131 | 112823ut              | 1,400.00 |
|       |            |      |                           | 1,400.00 | 10109012 43100 |            |          | Professional Services |          |
|       |            |      |                           |          |                | CHECK      | 68938    | TOTAL:                | 1,400.00 |

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| 68939 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80406  | 8489250000     | 11/16/2023 | 22300131 | 112823ut              | 100.00 |
|       |            |      |                           | 100.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |                           |        |                | CHECK      | 68939    | TOTAL:                | 100.00 |
| 68940 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80408  | 2136460000     | 11/15/2023 | 22300131 | 112823ut              | 900.00 |
|       |            |      |                           | 900.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |                           |        |                | CHECK      | 68940    | TOTAL:                | 900.00 |
| 68941 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80409  | 9136330000     | 11/16/2023 | 22300131 | 112823ut              | 400.00 |
|       |            |      |                           | 400.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |                           |        |                | CHECK      | 68941    | TOTAL:                | 400.00 |
| 68942 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80410  | 6851140000     | 11/16/2023 | 22300131 | 112823ut              | 450.00 |
|       |            |      |                           | 450.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |                           |        |                | CHECK      | 68942    | TOTAL:                | 450.00 |
| 68943 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80411  | 1666060000     | 11/16/2023 | 22300131 | 112823ut              | 500.00 |
|       |            |      |                           | 500.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |                           |        |                | CHECK      | 68943    | TOTAL:                | 500.00 |
| 68944 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80412  | 0682250000     | 11/16/2023 | 22300131 | 112823ut              | 300.00 |
|       |            |      |                           | 300.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |                           |        |                | CHECK      | 68944    | TOTAL:                | 300.00 |
| 68945 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80413  | 7140760000     | 11/16/2023 | 22300131 | 112823ut              | 250.00 |
|       |            |      |                           | 250.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |                           |        |                | CHECK      | 68945    | TOTAL:                | 250.00 |
| 68946 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80414  | 3676860000     | 11/15/2023 | 22300131 | 112823ut              | 160.00 |
|       |            |      |                           | 160.00 | 10109012 43100 |            |          | Professional Services |        |
|       |            |      |                           |        |                | CHECK      | 68946    | TOTAL:                | 160.00 |
| 68947 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80416  | 6841130000     | 11/15/2023 | 22300131 | 112823ut              | 150.00 |
|       |            |      |                           | 150.00 | 10109012 43100 |            |          | Professional Services |        |



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|       |            |      |                           |        |                |                       |          | CHECK    | 68947 | TOTAL: | 150.00 |
| 68948 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80417  | 8668060000     | 11/15/2023            | 22300131 | 112823ut |       |        | 50.00  |
|       |            |      |                           | 50.00  | 10109012 43100 | Professional Services |          |          |       |        |        |
|       |            |      |                           |        |                |                       |          | CHECK    | 68948 | TOTAL: | 50.00  |
| 68949 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80418  | 2424710000     | 11/16/2023            | 22300131 | 112823ut |       |        | 450.00 |
|       |            |      |                           | 450.00 | 10109012 43100 | Professional Services |          |          |       |        |        |
|       |            |      |                           |        |                |                       |          | CHECK    | 68949 | TOTAL: | 450.00 |
| 68950 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80420  | 8332520000     | 11/16/2023            | 22300131 | 112823ut |       |        | 50.00  |
|       |            |      |                           | 50.00  | 10109012 43100 | Professional Services |          |          |       |        |        |
|       |            |      |                           |        |                |                       |          | CHECK    | 68950 | TOTAL: | 50.00  |
| 68951 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80421  | 9389450000     | 11/16/2023            | 22300131 | 112823ut |       |        | 75.00  |
|       |            |      |                           | 75.00  | 10109012 43100 | Professional Services |          |          |       |        |        |
|       |            |      |                           |        |                |                       |          | CHECK    | 68951 | TOTAL: | 75.00  |
| 68952 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80422  | 3481020000     | 11/16/2023            | 22300131 | 112823ut |       |        | 200.00 |
|       |            |      |                           | 200.00 | 10109012 43100 | Professional Services |          |          |       |        |        |
|       |            |      |                           |        |                |                       |          | CHECK    | 68952 | TOTAL: | 200.00 |
| 68953 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80423  | 6247377846     | 11/15/2023            | 22300131 | 112823ut |       |        | 110.00 |
|       |            |      |                           | 110.00 | 10109012 43100 | Professional Services |          |          |       |        |        |
|       |            |      |                           |        |                |                       |          | CHECK    | 68953 | TOTAL: | 110.00 |
| 68954 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80424  | 7220634092     | 11/16/2023            | 22300131 | 112823ut |       |        | 110.00 |
|       |            |      |                           | 110.00 | 10109012 43100 | Professional Services |          |          |       |        |        |
|       |            |      |                           |        |                |                       |          | CHECK    | 68954 | TOTAL: | 110.00 |
| 68955 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80425  | 1215988185     | 11/16/2023            | 22300131 | 112823ut |       |        | 140.00 |
|       |            |      |                           | 140.00 | 10109012 43100 | Professional Services |          |          |       |        |        |
|       |            |      |                           |        |                |                       |          | CHECK    | 68955 | TOTAL: | 140.00 |

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

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| 68956 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80426    | 7293625305          | 11/16/2023 | 22300131 | 112823ut              | 400.00   |
|       |            |      |                           | 400.00   | 10109012 43100      |            |          | Professional Services |          |
|       |            |      |                           |          |                     | CHECK      | 68956    | TOTAL:                | 400.00   |
| 68957 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80427    | 2347021382          | 11/16/2023 | 22300131 | 112823ut              | 260.00   |
|       |            |      |                           | 260.00   | 10109012 43100      |            |          | Professional Services |          |
|       |            |      |                           |          |                     | CHECK      | 68957    | TOTAL:                | 260.00   |
| 68958 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80429    | 4942450000          | 11/15/2023 | 22300131 | 112823ut              | 150.00   |
|       |            |      |                           | 150.00   | 10109012 43100      |            |          | Professional Services |          |
|       |            |      |                           |          |                     | CHECK      | 68958    | TOTAL:                | 150.00   |
| 68959 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80431    | 4531792434          | 11/16/2023 | 22300131 | 112823ut              | 225.00   |
|       |            |      |                           | 225.00   | 10109012 43100      |            |          | Professional Services |          |
|       |            |      |                           |          |                     | CHECK      | 68959    | TOTAL:                | 225.00   |
| 68960 | 11/29/2023 | MANL | 1574 Citizens Energy Grou | 80432    | 5674440000          | 11/16/2023 | 22300131 | 112823ut              | 450.00   |
|       |            |      |                           | 450.00   | 10109012 43100      |            |          | Professional Services |          |
|       |            |      |                           |          |                     | CHECK      | 68960    | TOTAL:                | 450.00   |
| 68961 | 11/29/2023 | MANL | 2664 Exelon Corporation   | 80615    | 3899617             | 11/22/2023 | 22300068 | 112823ut              | 1.55     |
|       |            |      |                           | 1.55     | 60609014 43500      |            |          | Utility Services      |          |
|       |            |      |                           |          |                     | CHECK      | 68961    | TOTAL:                | 1.55     |
| 68962 | 11/29/2023 | MANL | 2664 Exelon Corporation   | 80619    | 3899623             | 11/22/2023 | 22300258 | 112823ut              | 2,767.01 |
|       |            |      |                           | 78.81    | 60609014 43500      |            |          | Utility Services      |          |
|       |            |      |                           | 2,688.20 | 10109012 43100      |            |          | Professional Services |          |
|       |            |      |                           |          |                     | CHECK      | 68962    | TOTAL:                | 2,767.01 |
| 68963 | 11/29/2023 | MANL | 1521 Indiana Gas Company  | 80166    | 0260009286550115212 | 11/15/2023 |          | 112823ut              | 300.00   |
|       |            |      |                           | 300.00   | 21205058 43100      |            |          | Professional Services |          |
|       |            |      |                           |          |                     | CHECK      | 68963    | TOTAL:                | 300.00   |

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

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| 68964 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80590  | 0260057493159020964  | 11/09/2023 22300048 112823ut | 150.00 |
|       |            |      |                          | 150.00 | 60609014 43500       | Utility Services             |        |
|       |            |      |                          |        |                      | CHECK 68964 TOTAL:           | 150.00 |
| 68965 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80592  | 0260057493158562158  | 11/21/2023 22300048 112823ut | 80.00  |
|       |            |      |                          | 30.97  | 60609014 43500       | Utility Services             |        |
|       |            |      |                          | 49.03  | 60609014 43500       | Utility Services             |        |
|       |            |      |                          |        |                      | CHECK 68965 TOTAL:           | 80.00  |
| 68966 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80594  | 0260057493155649320  | 11/15/2023 22301005 112823ut | 80.00  |
|       |            |      |                          | 80.00  | 60609014 43500       | Utility Services             |        |
|       |            |      |                          |        |                      | CHECK 68966 TOTAL:           | 80.00  |
| 68967 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80596  | 0260057493158938235  | 11/21/2023 22301005 112823ut | 90.00  |
|       |            |      |                          | 90.00  | 60609014 43500       | Utility Services             |        |
|       |            |      |                          |        |                      | CHECK 68967 TOTAL:           | 90.00  |
| 68968 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80487  | 02-62127110557290250 | 11/21/2023 22300021 112823ut | 100.00 |
|       |            |      |                          | 42.00  | 10109012 43100       | Professional Services        |        |
|       |            |      |                          | 58.00  | 10109012 43100       | Professional Services        |        |
|       |            |      |                          |        |                      | CHECK 68968 TOTAL:           | 100.00 |
| 68969 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80505  | 02-60009286557052383 | 11/06/2023 22300021 112823ut | 125.00 |
|       |            |      |                          | 125.00 | 10109012 43100       | Professional Services        |        |
|       |            |      |                          |        |                      | CHECK 68969 TOTAL:           | 125.00 |
| 68970 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80506  | 02-60063427655901456 | 11/06/2023 22300021 112823ut | 150.00 |
|       |            |      |                          | 50.00  | 10109012 43100       | Professional Services        |        |
|       |            |      |                          | 100.00 | 10109012 43100       | Professional Services        |        |
|       |            |      |                          |        |                      | CHECK 68970 TOTAL:           | 150.00 |
| 68971 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80538  | 02-60060206155548823 | 11/17/2023 22300021 112823ut | 175.00 |
|       |            |      |                          | 127.00 | 10109012 43100       | Professional Services        |        |
|       |            |      |                          | 48.00  | 10109012 43100       | Professional Services        |        |

## A/P CASH DISBURSEMENTS JOURNAL

 CASH ACCOUNT: 99900000 10100 APCash  
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VOUCHER INVOICE

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|       |            |      |                          |        |                      |            |          | CHECK                 | 68971 | TOTAL: | 175.00 |
| 68972 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80539  | 02-60060206153998725 | 11/15/2023 | 22300021 | 112823ut              |       |        | 550.00 |
|       |            |      |                          | 343.00 | 10109012 43100       |            |          | Professional Services |       |        |        |
|       |            |      |                          | 207.00 | 10109012 43100       |            |          | Professional Services |       |        |        |
|       |            |      |                          |        |                      |            |          | CHECK                 | 68972 | TOTAL: | 550.00 |
| 68973 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80548  | 02-60057365850114363 | 11/15/2023 | 22300021 | 112823ut              |       |        | 95.00  |
|       |            |      |                          | 95.00  | 10109012 43100       |            |          | Professional Services |       |        |        |
|       |            |      |                          |        |                      |            |          | CHECK                 | 68973 | TOTAL: | 95.00  |
| 68974 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80551  | 02-60049171657114176 | 11/17/2023 | 22300021 | 112823ut              |       |        | 225.00 |
|       |            |      |                          | 225.00 | 10109012 43100       |            |          | Professional Services |       |        |        |
|       |            |      |                          |        |                      |            |          | CHECK                 | 68974 | TOTAL: | 225.00 |
| 68975 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80552  | 02-60049171654574229 | 11/06/2023 | 22300021 | 112823ut              |       |        | 150.00 |
|       |            |      |                          | 50.00  | 10109012 43100       |            |          | Professional Services |       |        |        |
|       |            |      |                          | 100.00 | 10109012 43100       |            |          | Professional Services |       |        |        |
|       |            |      |                          |        |                      |            |          | CHECK                 | 68975 | TOTAL: | 150.00 |
| 68976 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80554  | 02-60025136251797620 | 11/21/2023 | 22300021 | 112823ut              |       |        | 200.00 |
|       |            |      |                          | 50.00  | 10109012 43100       |            |          | Professional Services |       |        |        |
|       |            |      |                          | 150.00 | 10109012 43100       |            |          | Professional Services |       |        |        |
|       |            |      |                          |        |                      |            |          | CHECK                 | 68976 | TOTAL: | 200.00 |
| 68977 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80555  | 02-60009286558141366 | 11/17/2023 | 22300021 | 112823ut              |       |        | 50.00  |
|       |            |      |                          | 50.00  | 10109012 43100       |            |          | Professional Services |       |        |        |
|       |            |      |                          |        |                      |            |          | CHECK                 | 68977 | TOTAL: | 50.00  |
| 68978 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80557  | 02-60009286556698410 | 11/15/2023 | 22300021 | 112823ut              |       |        | 270.00 |
|       |            |      |                          | 270.00 | 10109012 43100       |            |          | Professional Services |       |        |        |
|       |            |      |                          |        |                      |            |          | CHECK                 | 68978 | TOTAL: | 270.00 |
| 68979 | 11/29/2023 | MANL | 1521 Indiana Gas Company | 80558  | 02-60009286555108942 | 11/15/2023 | 22300021 | 112823ut              |       |        | 650.00 |
|       |            |      |                          | 525.00 | 10109012 43100       |            |          | Professional Services |       |        |        |
|       |            |      |                          | 125.00 | 10109012 43100       |            |          | Professional Services |       |        |        |

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

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|       |            |      |                           |                             |                                                          |                                                                                | CHECK | 68979 TOTAL: | 650.00   |
| 68980 | 11/29/2023 | MANL | 1521 Indiana Gas Company  | 80560<br>70.00              | 02-60009286553879301<br>10109012 43100                   | 11/17/2023 22300021 112823ut<br>Professional Services                          |       |              | 70.00    |
|       |            |      |                           |                             |                                                          |                                                                                | CHECK | 68980 TOTAL: | 70.00    |
| 68981 | 11/29/2023 | MANL | 1521 Indiana Gas Company  | 80562<br>50.00              | 02-60000618758409367<br>10109012 43100                   | 11/15/2023 22300021 112823ut<br>Professional Services                          |       |              | 50.00    |
|       |            |      |                           |                             |                                                          |                                                                                | CHECK | 68981 TOTAL: | 50.00    |
| 68982 | 11/29/2023 | MANL | 1521 Indiana Gas Company  | 80564<br>700.00<br>1,000.00 | 02-60000618757071437<br>10109012 43100<br>10109012 43100 | 11/15/2023 22300021 112823ut<br>Professional Services<br>Professional Services |       |              | 1,700.00 |
|       |            |      |                           |                             |                                                          |                                                                                | CHECK | 68982 TOTAL: | 1,700.00 |
| 68983 | 11/29/2023 | MANL | 1521 Indiana Gas Company  | 80567<br>185.22<br>64.78    | 02-60000618755108740<br>10109012 43100<br>10109012 43100 | 11/15/2023 22300021 112823ut<br>Professional Services<br>Professional Services |       |              | 250.00   |
|       |            |      |                           |                             |                                                          |                                                                                | CHECK | 68983 TOTAL: | 250.00   |
| 68984 | 11/29/2023 | MANL | 1521 Indiana Gas Company  | 80568<br>50.00              | 02-60000618750670446<br>10109012 43100                   | 11/15/2023 22300021 112823ut<br>Professional Services                          |       |              | 50.00    |
|       |            |      |                           |                             |                                                          |                                                                                | CHECK | 68984 TOTAL: | 50.00    |
| 68985 | 11/29/2023 | MANL | 1521 Indiana Gas Company  | 80577<br>50.00<br>100.00    | 02-60063427651781799<br>10109012 43100<br>10109012 43100 | 11/06/2023 22300021 112823ut<br>Professional Services<br>Professional Services |       |              | 150.00   |
|       |            |      |                           |                             |                                                          |                                                                                | CHECK | 68985 TOTAL: | 150.00   |
| 68986 | 11/29/2023 | MANL | 1521 Indiana Gas Company  | 80633<br>750.00             | 02-60057493158804325<br>10109012 43100                   | 11/16/2023 22300021 112823ut<br>Professional Services                          |       |              | 750.00   |
|       |            |      |                           |                             |                                                          |                                                                                | CHECK | 68986 TOTAL: | 750.00   |
| 68987 | 11/29/2023 | MANL | 1753 Indianapolis Power & | 80374<br>300.00             | 200000127722<br>10109012 43100                           | 11/20/2023 22300027 112823ut<br>Professional Services                          |       |              | 300.00   |

**A/P CASH DISBURSEMENTS JOURNAL**
 CASH ACCOUNT: 99900000 10100 APCash  
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VOUCHER INVOICE

INV DATE PO

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|       |            |      |                           |        | CHECK            | 68987      | TOTAL:                     | 300.00    |
| 68988 | 11/29/2023 | MANL | 1753 Indianapolis Power & | 80375  | 200000031599     | 11/07/2023 | 22300027 112823ut          | 500.00    |
|       |            |      |                           | 350.00 | 10109012 43100   |            | Professional Services      |           |
|       |            |      |                           | 150.00 | 10109012 43100   |            | Professional Services      |           |
|       |            |      |                           |        | CHECK            | 68988      | TOTAL:                     | 500.00    |
| 68989 | 11/29/2023 | MANL | 1753 Indianapolis Power & | 80377  | 200000179593     | 11/07/2023 | 22300027 112823ut          | 120.00    |
|       |            |      |                           | 120.00 | 10109012 43100   |            | Professional Services      |           |
|       |            |      |                           |        | CHECK            | 68989      | TOTAL:                     | 120.00    |
| 68990 | 11/29/2023 | MANL | 1753 Indianapolis Power & | 80378  | 200000052973     | 11/07/2023 | 22300027 112823ut          | 300.00    |
|       |            |      |                           | 170.00 | 10109012 43100   |            | Professional Services      |           |
|       |            |      |                           | 130.00 | 10109012 43100   |            | Professional Services      |           |
|       |            |      |                           |        | CHECK            | 68990      | TOTAL:                     | 300.00    |
|       |            |      |                           |        | NUMBER OF CHECKS | 77         | *** CASH ACCOUNT TOTAL *** | 40,263.78 |
|       |            |      |                           |        |                  |            | COUNT                      | AMOUNT    |
|       |            |      |                           |        |                  |            | 77                         | 40,263.78 |
|       |            |      |                           |        |                  |            | *** GRAND TOTAL ***        | 40,263.78 |

## A/P CASH DISBURSEMENTS JOURNAL

| CASH ACCOUNT: 99900000 10108 |            |      |                          | FIB CIRDA Account |                  |                     |                            |         |           |           |  |
|------------------------------|------------|------|--------------------------|-------------------|------------------|---------------------|----------------------------|---------|-----------|-----------|--|
| CHECK NO                     | CHK DATE   | TYPE | VENDOR NAME              | VOUCHER           | INVOICE          | INV DATE            | PO                         | WARRANT | NET       |           |  |
| 68850                        | 12/06/2023 | EFT  | 878 Jennifer C Messer PC | 81009             | 120423CIRDA      | 12/04/2023          |                            | 12623RD | 10,000.00 |           |  |
|                              |            |      |                          |                   |                  | CHECK               | 68850                      | TOTAL:  | 10,000.00 |           |  |
|                              |            |      |                          |                   | NUMBER OF CHECKS | 1                   | *** CASH ACCOUNT TOTAL *** |         |           | 10,000.00 |  |
|                              |            |      |                          |                   | TOTAL EFT'S      | COUNT               | AMOUNT                     |         |           |           |  |
|                              |            |      |                          |                   |                  | 1                   | 10,000.00                  |         |           |           |  |
|                              |            |      |                          |                   |                  | *** GRAND TOTAL *** |                            |         |           | 10,000.00 |  |

## A/P CASH DISBURSEMENTS JOURNAL

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

| CHECK NO | CHK DATE   | TYPE | VENDOR NAME           | VOUCHER   | INVOICE          | INV DATE              | PO                         | WARRANT   | NET       |
|----------|------------|------|-----------------------|-----------|------------------|-----------------------|----------------------------|-----------|-----------|
|          |            |      |                       |           |                  |                       |                            |           |           |
| 68991    | 12/08/2023 | EFT  | 2055 MJ Insurance Inc | 81164     | 386043           | 11/27/2023            |                            | 12823EP   | 32,984.76 |
|          |            |      |                       | 32,984.76 | 10101013 43100   | Professional Services |                            |           |           |
|          |            |      |                       |           |                  | CHECK                 | 68991                      | TOTAL:    | 32,984.76 |
|          |            |      |                       |           | NUMBER OF CHECKS | 1                     | *** CASH ACCOUNT TOTAL *** |           | 32,984.76 |
|          |            |      |                       |           |                  | COUNT                 |                            | AMOUNT    |           |
|          |            |      |                       |           | TOTAL EFT'S      | 1                     |                            | 32,984.76 |           |
|          |            |      |                       |           |                  |                       | *** GRAND TOTAL ***        |           | 32,984.76 |



## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223H 12/06/2023  
 DUE DATE: 12/06/2023

| CASH ACCOUNT: 99900000 10103 |                      |       | FIB Health/Flex Account |            |            |                      |           |               |         |       |
|------------------------------|----------------------|-------|-------------------------|------------|------------|----------------------|-----------|---------------|---------|-------|
| VENDOR                       |                      | REMIT | PO                      | TYPE       | DUE DATE   | INVOICE              | AMOUNT    | DOCUMENT      | VOUCHER | CHECK |
| 3097                         | Southeastern Indiana | 0000  |                         | EFT        | 12/15/2023 | 1415980 CTYFIS       |           | 76718         | 80906   |       |
|                              | ACCOUNT DETAIL       |       |                         |            |            | LINE AMOUNT          |           |               |         |       |
|                              | 1 70400000 43100     |       | EHF                     | PROSERVICE |            | 44,683.70            |           |               |         |       |
|                              |                      |       |                         |            |            |                      | 44,683.70 |               |         |       |
| 3097                         | Southeastern Indiana | 0000  |                         | EFT        | 12/05/2023 | HOD120523            |           | 76843         | 81054   |       |
|                              | ACCOUNT DETAIL       |       |                         |            |            | LINE AMOUNT          |           |               |         |       |
|                              | 1 70400000 43100     |       | EHF                     | PROSERVICE |            | 554.99               |           |               |         |       |
|                              |                      |       |                         |            |            |                      | 554.99    |               |         |       |
|                              |                      |       |                         |            |            | CHECK TOTAL          | 45,238.69 |               |         |       |
| 1315                         | Tx: Team Rehab Inc   | 0000  |                         | EFT        | 12/30/2023 | 1813                 |           | 76719         | 80907   |       |
|                              | ACCOUNT DETAIL       |       |                         |            |            | LINE AMOUNT          |           |               |         |       |
|                              | 1 70400000 43100     |       | EHF                     | PROSERVICE |            | 10,830.00            |           |               |         |       |
|                              |                      |       |                         |            |            |                      | 10,830.00 |               |         |       |
|                              |                      |       |                         |            |            | CHECK TOTAL          | 10,830.00 |               |         |       |
| 3                            | INVOICES             |       |                         |            |            | WARRANT TOTAL        | 56,068.69 | 56,068.69     |         |       |
|                              |                      |       |                         |            |            | CASH ACCOUNT BALANCE |           | -6,203,478.28 |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |       |            | APCash     |            |               |           |          |         |       |  |
|------------------------------|-----------------------|-------|------------|------------|------------|---------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT | PO         | TYPE       | DUE DATE   | INVOICE       | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
| 2299                         | 539 Apparel LLC       | 0000  |            | EFT        | 12/12/2023 | 1005305       |           | 76627    | 80805   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT   |           |          |         |       |  |
|                              | 1 10105016 42200      |       | GenExAff   | OPERSUP    |            | 1,925.50      |           |          |         |       |  |
|                              |                       |       |            |            |            |               | 1,925.50  |          |         |       |  |
| 2299                         | 539 Apparel LLC       | 0000  |            | EFT        | 12/12/2023 | 1005303       |           | 76628    | 80806   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT   |           |          |         |       |  |
|                              | 1 10105016 42200      |       | GenExAff   | OPERSUP    |            | 1,992.00      |           |          |         |       |  |
|                              |                       |       |            |            |            |               | 1,992.00  |          |         |       |  |
| 2299                         | 539 Apparel LLC       | 0000  |            | EFT        | 12/12/2023 | 1005304       |           | 76629    | 80807   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT   |           |          |         |       |  |
|                              | 1 10105016 42200      |       | GenExAff   | OPERSUP    |            | 1,972.50      |           |          |         |       |  |
|                              |                       |       |            |            |            |               | 1,972.50  |          |         |       |  |
| 2299                         | 539 Apparel LLC       | 0000  |            | EFT        | 12/12/2023 | 1005302       |           | 76630    | 80808   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT   |           |          |         |       |  |
|                              | 1 10105016 42200      |       | GenExAff   | OPERSUP    |            | 1,075.00      |           |          |         |       |  |
|                              |                       |       |            |            |            |               | 1,075.00  |          |         |       |  |
|                              |                       |       |            |            |            | CHECK TOTAL   | 6,965.00  |          |         |       |  |
| 68                           | A&F Engineering Co LL | 0000  | 22301132   | EFT        | 12/17/2023 | 18238         |           | 76686    | 80873   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT   |           |          |         |       |  |
|                              | 1 20104010 44200      |       | MVHEng     | INFRSTR    |            | 11,900.00     |           |          |         |       |  |
|                              |                       |       |            |            |            |               | 11,900.00 |          |         |       |  |
|                              |                       |       |            |            |            | CHECK TOTAL   | 11,900.00 |          |         |       |  |
| 316                          | AAA Exterminating Inc | 0000  | 22300023   | EFT        | 11/30/2023 | 119090-1 1023 |           | 76642    | 80821   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT   |           |          |         |       |  |
|                              | 1 10109012 43100      |       | GenPWBuild | PROSERVICE |            | 1,620.00      |           |          |         |       |  |
|                              | 2 60609014 43100      |       | SewPWWater | PROSERVICE |            | 190.00        |           |          |         |       |  |
|                              |                       |       |            |            |            |               | 1,810.00  |          |         |       |  |
|                              |                       |       |            |            |            | CHECK TOTAL   | 1,810.00  |          |         |       |  |
| 2985                         | ABC Cutting Contracto | 0000  |            | EFT        | 11/09/2023 | 152763        |           | 76985    | 81217   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT   |           |          |         |       |  |
|                              | 1 10109013 43100      |       | GenPWParks | PROSERVICE |            | 400.00        |           |          |         |       |  |
|                              |                       |       |            |            |            |               | 400.00    |          |         |       |  |
|                              |                       |       |            |            |            | CHECK TOTAL   | 400.00    |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                        |      |            |             |           |          |         |       |  |
|------------------------------|-----------------------|--------|------------------------|------|------------|-------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO                     | TYPE | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
| 179                          | Advanced Turf Solutio | 0000   | 22300962               | EFT  | 11/17/2023 | SO1131656   |           | 76637    | 80815   |       |  |
|                              | ACCOUNT DETAIL        |        |                        |      |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10109013 42200      |        | GenPWParks OPERSUP     |      |            | 4,409.20    |           |          |         |       |  |
|                              |                       |        |                        |      |            |             | 4,409.20  |          |         |       |  |
| 179                          | Advanced Turf Solutio | 0000   | 22301060               | EFT  | 12/28/2023 | SO1137658   |           | 76643    | 80822   |       |  |
|                              | ACCOUNT DETAIL        |        |                        |      |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10109012 43100      |        | GenPWWBuild PROSERVICE |      |            | 20,920.00   |           |          |         |       |  |
|                              |                       |        |                        |      |            |             | 20,920.00 |          |         |       |  |
|                              |                       |        |                        |      |            | CHECK TOTAL | 25,329.20 |          |         |       |  |
| 2826                         | AHEAD Inc             | 0000   |                        | EFT  | 12/28/2023 | BD0093465   |           | 76662    | 80845   |       |  |
|                              | ACCOUNT DETAIL        |        |                        |      |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10106050 43100      |        | GenIT PROSERVICE       |      |            | 14.38       |           |          |         |       |  |
|                              |                       |        |                        |      |            |             | 14.38     |          |         |       |  |
|                              |                       |        |                        |      |            | CHECK TOTAL | 14.38     |          |         |       |  |
| 124                          | Airgas, Inc.          | 0000   |                        | EFT  | 12/14/2023 | 9144093772  |           | 76546    | 80713   |       |  |
|                              | ACCOUNT DETAIL        |        |                        |      |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10105012 43100      |        | GenEMS PROSERVICE      |      |            | 55.46       |           |          |         |       |  |
|                              |                       |        |                        |      |            |             | 55.46     |          |         |       |  |
| 124                          | Airgas, Inc.          | 0000   |                        | EFT  | 12/14/2023 | 9144093773  |           | 76547    | 80714   |       |  |
|                              | ACCOUNT DETAIL        |        |                        |      |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10105012 43100      |        | GenEMS PROSERVICE      |      |            | 41.10       |           |          |         |       |  |
|                              |                       |        |                        |      |            |             | 41.10     |          |         |       |  |
| 124                          | Airgas, Inc.          | 0000   |                        | EFT  | 12/20/2023 | 9144275004  |           | 76939    | 81155   |       |  |
|                              | ACCOUNT DETAIL        |        |                        |      |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10105012 43100      |        | GenEMS PROSERVICE      |      |            | 60.53       |           |          |         |       |  |
|                              |                       |        |                        |      |            |             | 60.53     |          |         |       |  |
| 124                          | Airgas, Inc.          | 0000   |                        | EFT  | 12/20/2023 | 9144275185  |           | 76940    | 81156   |       |  |
|                              | ACCOUNT DETAIL        |        |                        |      |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10105012 43100      |        | GenEMS PROSERVICE      |      |            | 49.97       |           |          |         |       |  |
|                              |                       |        |                        |      |            |             | 49.97     |          |         |       |  |
| 124                          | Airgas, Inc.          | 0000   |                        | EFT  | 12/27/2023 | 9144422123  |           | 76941    | 81157   |       |  |
|                              | ACCOUNT DETAIL        |        |                        |      |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10105012 43100      |        | GenEMS PROSERVICE      |      |            | 42.79       |           |          |         |       |  |
|                              |                       |        |                        |      |            |             | 42.79     |          |         |       |  |
|                              |                       |        |                        |      |            | CHECK TOTAL | 249.85    |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |                |          |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|----------------|----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE        | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 4386                         | ALLISON, CAMPBELL     | 0000   |            | INV        | 01/05/2024 | 76927          |          | 76927    | 81141   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 60600000 34900      |        | Sew        | USERFEES   |            | 31.00          |          |          |         |       |  |
|                              |                       |        |            |            |            |                | 31.00    |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL    | 31.00    |          |         |       |  |
| 90                           | Amazon Web Services L | 0000   | 22300926   | EFT        | 01/01/2024 | 1509605545     |          | 76721    | 80910   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 10106050 43100      |        | GenIT      | PROSERVICE |            | 3,533.09       |          |          |         |       |  |
|                              | 2 60606050 43100      |        | SewIT      | PROSERVICE |            | 441.64         |          |          |         |       |  |
|                              | 3 62606050 43100      |        | SWIT       | PROSERVICE |            | 441.64         |          |          |         |       |  |
|                              |                       |        |            |            |            |                | 4,416.37 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL    | 4,416.37 |          |         |       |  |
| 808                          | Amazon.com LLC        | 0000   |            | EFT        | 12/01/2023 | 17DM-WWVP-FJ77 |          | 76282    | 80430   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 10105016 42200      |        | GenExAff   | OPERSUP    |            | 199.95         |          |          |         |       |  |
|                              |                       |        |            |            |            |                | 199.95   |          |         |       |  |
| 808                          | Amazon.com LLC        | 0000   |            | EFT        | 12/11/2023 | 1HDC-QRH4-9YWJ |          | 76312    | 80466   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 126.00         |          |          |         |       |  |
|                              |                       |        |            |            |            |                | 126.00   |          |         |       |  |
| 808                          | Amazon.com LLC        | 0000   |            | EFT        | 12/01/2023 | 1NKN-CYLN-FVTG |          | 76313    | 80469   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 349.95         |          |          |         |       |  |
|                              |                       |        |            |            |            |                | 349.95   |          |         |       |  |
| 808                          | Amazon.com LLC        | 0000   |            | EFT        | 12/22/2023 | 1J69-JM3Y-K1LG |          | 76326    | 80484   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 27155058 42200      |        | HDVFC      | OPERSUP    |            | 413.20         |          |          |         |       |  |
|                              |                       |        |            |            |            |                | 413.20   |          |         |       |  |
| 808                          | Amazon.com LLC        | 0000   |            | EFT        | 12/22/2023 | 17QC-JL6V-KT7H |          | 76429    | 80591   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 10107010 42200      |        | GenParks   | OPERSUP    |            | 55.80          |          |          |         |       |  |
|                              |                       |        |            |            |            |                | 55.80    |          |         |       |  |
| 808                          | Amazon.com LLC        | 0000   |            | EFT        | 12/14/2023 | 1LCX-YF1K-71DF |          | 76490    | 80656   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 10109013 42200      |        | GenPWParks | OPERSUP    |            | 15.02          |          |          |         |       |  |
|                              |                       |        |            |            |            |                | 15.02    |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |            |         |            |                |         |          |         |       |
|------------------------------|------------------|--------|------------|---------|------------|----------------|---------|----------|---------|-------|
| VENDOR                       |                  | REMIT  | PO         | TYPE    | DUE DATE   | INVOICE        | AMOUNT  | DOCUMENT | VOUCHER | CHECK |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 12/20/2023 | 1JLY-VPY7-YJP7 |         | 76514    | 80680   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |         |          |         |       |
|                              | 1 10103011 42200 |        | GenPI      | OPERSUP |            | 33.98          | 33.98   |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 12/15/2023 | 1D9L-JH7R-C9NF |         | 76518    | 80684   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |         |          |         |       |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | -124.99        | -124.99 |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 12/15/2023 | 19D9-V9K1-C7VP |         | 76519    | 80685   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |         |          |         |       |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | -67.27         | -67.27  |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 12/27/2023 | 1LXV-4KQN-FXP3 |         | 76611    | 80786   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |         |          |         |       |
|                              | 1 10108015 42200 |        | GenPDSpprt | OPERSUP |            | 319.92         | 319.92  |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 12/29/2023 | 1GPR-TMLF-3G66 |         | 76614    | 80789   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |         |          |         |       |
|                              | 1 10108013 42200 |        | GenInvstgt | OPERSUP |            | 17.17          | 17.17   |          |         |       |
| 808                          | Amazon.com LLC   | 0000   | 22201362   | EFT     | 12/28/2023 | 1GGF-TWMV-JCQG |         | 76653    | 80835   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |         |          |         |       |
|                              | 1 10101011 42200 |        | GenMayorOf | OPERSUP |            | 49.00          |         |          |         |       |
|                              | 2 60601011 42200 |        | SewMayor   | OPERSUP |            | 34.99          |         |          |         |       |
|                              | 3 62601011 42200 |        | SWMayor    | OPERSUP |            | 34.99          | 118.98  |          |         |       |
| 808                          | Amazon.com LLC   | 0000   | 22201362   | EFT     | 12/27/2023 | 16MC-6NVK-CRQN |         | 76654    | 80836   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |         |          |         |       |
|                              | 1 10101011 42200 |        | GenMayorOf | OPERSUP |            | 10.94          |         |          |         |       |
|                              | 2 60601011 42200 |        | SewMayor   | OPERSUP |            | 7.82           |         |          |         |       |
|                              | 3 62601011 42200 |        | SWMayor    | OPERSUP |            | 7.82           | 26.58   |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 12/29/2023 | 1F94-JVV3-6366 |         | 76655    | 80837   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |         |          |         |       |
|                              | 1 10101017 42200 |        | GenFndCS   | OPERSUP |            | 8.53           | 8.53    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023

DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |          |           |            |                |        |          |         |       |  |
|------------------------------|------------------|--------|----------|-----------|------------|----------------|--------|----------|---------|-------|--|
| VENDOR                       |                  | REMIT  | PO       | TYPE      | DUE DATE   | INVOICE        | AMOUNT | DOCUMENT | VOUCHER | CHECK |  |
| 808                          | Amazon.com LLC   | 0000   | 22300491 | EFT       | 12/27/2023 | 1DGM-HR31-3HNX |        | 76663    | 80846   |       |  |
|                              | ACCOUNT DETAIL   |        |          |           |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10106050 42200 |        | GenIT    | OPERSUP   |            | 89.00          |        |          |         |       |  |
|                              | 2 10106050 42200 |        | GenIT    | OPERSUP   |            | 67.96          |        |          |         |       |  |
|                              | 3 10106050 42200 |        | GenIT    | OPERSUP   |            | 17.58          |        |          |         |       |  |
|                              | 4 10106050 42200 |        | GenIT    | OPERSUP   |            | 63.98          |        |          |         |       |  |
|                              | 5 10106050 42200 |        | GenIT    | OPERSUP   |            | 638.46         |        |          |         |       |  |
|                              |                  |        |          |           |            |                | 876.98 |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |          | EFT       | 12/15/2023 | 1NXQ-6D1W-9KHN |        | 76667    | 80851   |       |  |
|                              | ACCOUNT DETAIL   |        |          |           |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10103012 42200 |        | GenPZ    | OPERSUP   |            | -6.82          |        |          |         |       |  |
|                              |                  |        |          |           |            |                | -6.82  |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |          | EFT       | 12/28/2023 | 1DGM-HR31-HHXM |        | 76668    | 80852   |       |  |
|                              | ACCOUNT DETAIL   |        |          |           |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10103012 42200 |        | GenPZ    | OPERSUP   |            | 20.75          |        |          |         |       |  |
|                              |                  |        |          |           |            |                | 20.75  |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |          | EFT       | 12/26/2023 | 1RX1-7V1G-TFNM |        | 76729    | 80918   |       |  |
|                              | ACCOUNT DETAIL   |        |          |           |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10101012 43200 |        | GenBSG   | COMMTRANS |            | 104.97         |        |          |         |       |  |
|                              |                  |        |          |           |            |                | 104.97 |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |          | EFT       | 12/26/2023 | 1GDK-GD1M-V4J9 |        | 76730    | 80919   |       |  |
|                              | ACCOUNT DETAIL   |        |          |           |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10101012 43200 |        | GenBSG   | COMMTRANS |            | 313.34         |        |          |         |       |  |
|                              |                  |        |          |           |            |                | 313.34 |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |          | EFT       | 12/28/2023 | 1RGQ-HC37-1R4L |        | 76751    | 80941   |       |  |
|                              | ACCOUNT DETAIL   |        |          |           |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10103011 42200 |        | GenPI    | OPERSUP   |            | 36.88          |        |          |         |       |  |
|                              |                  |        |          |           |            |                | 36.88  |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |          | EFT       | 12/27/2023 | 1H9K-RCRH-GMP9 |        | 76753    | 80943   |       |  |
|                              | ACCOUNT DETAIL   |        |          |           |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10103011 42200 |        | GenPI    | OPERSUP   |            | 110.98         |        |          |         |       |  |
|                              |                  |        |          |           |            |                | 110.98 |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   | 22301220 | EFT       | 12/29/2023 | 1GTT-NPMX-3LJM |        | 76771    | 80961   |       |  |
|                              | ACCOUNT DETAIL   |        |          |           |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks | OPERSUP   |            | 28.18          |        |          |         |       |  |
|                              |                  |        |          |           |            |                | 28.18  |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |          |         |            |                |        |          |         |       |  |
|------------------------------|------------------|--------|----------|---------|------------|----------------|--------|----------|---------|-------|--|
| VENDOR                       |                  | REMIT  | PO       | TYPE    | DUE DATE   | INVOICE        | AMOUNT | DOCUMENT | VOUCHER | CHECK |  |
| 808                          | Amazon.com LLC   | 0000   | 22301220 | EFT     | 12/27/2023 | 1H9K-RCRH-GWDQ |        | 76772    | 80962   |       |  |
|                              | ACCOUNT DETAIL   |        |          |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks | OPERSUP |            | 733.06         | 733.06 |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   | 22301220 | EFT     | 01/01/2024 | 1H19-RR7Y-TL4J |        | 76773    | 80963   |       |  |
|                              | ACCOUNT DETAIL   |        |          |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks | OPERSUP |            | 99.00          | 99.00  |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   | 22301220 | EFT     | 01/02/2024 | 1HV9-J6XT-Y7G4 |        | 76774    | 80964   |       |  |
|                              | ACCOUNT DETAIL   |        |          |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks | OPERSUP |            | 7.99           | 7.99   |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   | 22301220 | EFT     | 12/30/2024 | 1LFH-YGQ4-7KF1 |        | 76775    | 80965   |       |  |
|                              | ACCOUNT DETAIL   |        |          |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks | OPERSUP |            | 32.77          | 32.77  |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   | 22301220 | EFT     | 01/03/2024 | 1V7Y-LWMG-939H |        | 76776    | 80966   |       |  |
|                              | ACCOUNT DETAIL   |        |          |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks | OPERSUP |            | 422.98         | 422.98 |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   | 22301220 | EFT     | 12/30/2023 | 1VQT-CKDR-99FD |        | 76777    | 80967   |       |  |
|                              | ACCOUNT DETAIL   |        |          |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks | OPERSUP |            | 14.99          | 14.99  |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   | 22301220 | EFT     | 01/02/2024 | 17XF-H9HT-Y1J4 |        | 76778    | 80968   |       |  |
|                              | ACCOUNT DETAIL   |        |          |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks | OPERSUP |            | 497.06         | 497.06 |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |          | EFT     | 01/02/2024 | 1F3X-VMWP-XHC6 |        | 76783    | 80973   |       |  |
|                              | ACCOUNT DETAIL   |        |          |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10103012 42200 |        | GenPZ    | OPERSUP |            | 235.83         | 235.83 |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   | 22301220 | EFT     | 01/04/2024 | 1QCL-Y4L4-CJTH |        | 76818    | 81017   |       |  |
|                              | ACCOUNT DETAIL   |        |          |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks | OPERSUP |            | 134.99         | 134.99 |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |            |         |            |                |          |          |         |       |  |
|------------------------------|------------------|--------|------------|---------|------------|----------------|----------|----------|---------|-------|--|
| VENDOR                       |                  | REMIT  | PO         | TYPE    | DUE DATE   | INVOICE        | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 01/02/2024 | 1WGJ-VJTR-4G9H |          | 76822    | 81022   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | -48.99         | -48.99   |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 12/29/2023 | 13QT-3NDR-99Y4 |          | 76823    | 81023   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | -30.71         | -30.71   |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 12/28/2023 | 1F1X-GG4M-1Y7M |          | 76824    | 81024   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | -34.95         | -34.95   |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 12/30/2023 | 19YN-VQ7G-379H |          | 76825    | 81025   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 21205058 42200 |        | CHD        | OPERSUP |            | 32.61          | 32.61    |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 01/04/2024 | 134R-T6DT-HQ73 |          | 76849    | 81060   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 10102100 42200 |        | GenCourt   | OPERSUP |            | 20.89          | 20.89    |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 01/04/2024 | 1FRR-DJNW-JHPJ |          | 76852    | 81063   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 60609014 42200 |        | SewPWWater | OPERSUP |            | 39.92          | 39.92    |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 12/27/2023 | 1R3T-KJMH-GGCN |          | 76961    | 81179   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 60609014 42200 |        | SewPWWater | OPERSUP |            | 157.00         |          |          |         |       |  |
|                              | 2 10109012 42200 |        | GenPWBuild | OPERSUP |            | -53.36         |          |          |         |       |  |
|                              |                  |        |            |         |            |                | 103.64   |          |         |       |  |
|                              |                  |        |            |         |            | CHECK TOTAL    | 5,239.16 |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   | 22201233   | EFT     | 12/30/2023 | 1VGQ-GDQ4-7RTH |          | 76692    | 80879   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |  |
|                              | 1 60604010 42200 |        | SewEng     | OPERSUP |            | 12.71          |          |          |         |       |  |
|                              | 2 62604010 42200 |        | SWEng      | OPERSUP |            | 22.78          |          |          |         |       |  |
|                              |                  |        |            |         |            |                | 35.49    |          |         |       |  |
|                              |                  |        |            |         |            | CHECK TOTAL    | 35.49    |          |         |       |  |



## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                      |         |            |                    |               |          |         |       |
|------------------------------|-----------------------|--------|----------------------|---------|------------|--------------------|---------------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO                   | TYPE    | DUE DATE   | INVOICE            | AMOUNT        | DOCUMENT | VOUCHER | CHECK |
| 808                          | Amazon.com LLC        | 0000   | 22201233             | EFT     | 12/29/2023 | 1G71-WHPT-1RWG     |               | 76693    | 80880   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60604010 42200      |        | SewEng               | OPERSUP |            | 4.65               |               |          |         |       |
|                              | 2 62604010 42200      |        | SWEng                | OPERSUP |            | 8.34               |               |          |         |       |
|                              |                       |        |                      |         |            |                    | 12.99         |          |         |       |
|                              |                       |        |                      |         |            | <b>CHECK TOTAL</b> | <b>12.99</b>  |          |         |       |
| 808                          | Amazon.com LLC        | 0000   | 22201233             | EFT     | 12/20/2023 | 1T4J-LKRL-1G4F     |               | 76694    | 80881   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60604010 42200      |        | SewEng               | OPERSUP |            | 37.25              |               |          |         |       |
|                              | 2 62604010 42200      |        | SWEng                | OPERSUP |            | 66.74              |               |          |         |       |
|                              |                       |        |                      |         |            |                    | 103.99        |          |         |       |
|                              |                       |        |                      |         |            | <b>CHECK TOTAL</b> | <b>103.99</b> |          |         |       |
| 808                          | Amazon.com LLC        | 0000   | 22201233             | EFT     | 12/21/2023 | 1TH1-DRV6-CDM9     |               | 76695    | 80882   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60604010 42200      |        | SewEng               | OPERSUP |            | 14.90              |               |          |         |       |
|                              | 2 62604010 42200      |        | SWEng                | OPERSUP |            | 26.69              |               |          |         |       |
|                              |                       |        |                      |         |            |                    | 41.59         |          |         |       |
|                              |                       |        |                      |         |            | <b>CHECK TOTAL</b> | <b>41.59</b>  |          |         |       |
| 808                          | Amazon.com LLC        | 0000   | 22201233             | EFT     | 12/21/2023 | 19CT-KRDK-FKQ1     |               | 76696    | 80883   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60604010 42200      |        | SewEng               | OPERSUP |            | 5.85               |               |          |         |       |
|                              | 2 62604010 42200      |        | SWEng                | OPERSUP |            | 10.47              |               |          |         |       |
|                              |                       |        |                      |         |            |                    | 16.32         |          |         |       |
|                              |                       |        |                      |         |            | <b>CHECK TOTAL</b> | <b>16.32</b>  |          |         |       |
| 808                          | Amazon.com LLC        | 0000   | 22201233             | EFT     | 01/02/2024 | 1H7T-HY3V-1H1F     |               | 76788    | 80978   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60604010 42200      |        | SewEng               | OPERSUP |            | 15.52              |               |          |         |       |
|                              | 2 62604010 42200      |        | SWEng                | OPERSUP |            | 27.80              |               |          |         |       |
|                              |                       |        |                      |         |            |                    | 43.32         |          |         |       |
|                              |                       |        |                      |         |            | <b>CHECK TOTAL</b> | <b>43.32</b>  |          |         |       |
| 817                          | AMS Mechanical Servic | 0000   | 22201208             | EFT     | 01/06/2024 | 1361837            |               | 76963    | 81181   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWaterPROSERVICE |         |            | 691.66             |               |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash     |          |            |            |                    |                  |          |         |       |  |
|------------------------------|-----------------------|------------|----------|------------|------------|--------------------|------------------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT      | PO       | TYPE       | DUE DATE   | INVOICE            | AMOUNT           | DOCUMENT | VOUCHER | CHECK |  |
|                              |                       |            |          |            |            |                    | 691.66           |          |         |       |  |
|                              |                       |            |          |            |            | <b>CHECK TOTAL</b> | <b>691.66</b>    |          |         |       |  |
| 4316                         | Amy Voris             | 0000       |          | INV        | 12/12/2023 | 102523             |                  | 76352    | 80512   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |            |          |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 21205058 43200      | CHD        |          | COMMTRANS  |            |                    | 60.20            |          |         |       |  |
|                              |                       |            |          |            |            | <b>CHECK TOTAL</b> | <b>60.20</b>     |          |         |       |  |
| 4340                         | Andrew M Hipskind     | 0000       |          | INV        | 01/05/2024 | 76881              |                  | 76881    | 81095   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |            |          |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 60600000 34900      | Sew        |          | USERFEES   |            |                    | 39.79            |          |         |       |  |
|                              |                       |            |          |            |            | <b>CHECK TOTAL</b> | <b>39.79</b>     |          |         |       |  |
| 1688                         | Austin Arndt          | 0000       |          | INV        | 12/12/2023 | F23-267            |                  | 76606    | 80781   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |            |          |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 10108013 43200      | GenInvstgt |          | COMMTRANS  |            |                    | 307.00           |          |         |       |  |
|                              |                       |            |          |            |            | <b>CHECK TOTAL</b> | <b>307.00</b>    |          |         |       |  |
| 3101                         | Ashley Owens Monk     | 0000       | 22301206 | EFT        | 12/16/2023 | 1030               |                  | 76670    | 80856   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |            |          |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 10101014 43100      | GenEcon    |          | PROSERVICE |            |                    | 2,700.00         |          |         |       |  |
|                              |                       |            |          |            |            | <b>CHECK TOTAL</b> | <b>2,700.00</b>  |          |         |       |  |
| 4284                         | Avive Solutions Inc   | 0000       | 22301088 | EFT        | 11/30/2023 | S2444              |                  | 76949    | 81167   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |            |          |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 10105012 42200      | GenEMS     |          | OPERSUP    |            |                    | 11,092.55        |          |         |       |  |
|                              |                       |            |          |            |            | <b>CHECK TOTAL</b> | <b>11,092.55</b> |          |         |       |  |
| 4365                         | BALBO, MATTHEW        | 0000       |          | INV        | 01/05/2024 | 76906              |                  | 76906    | 81120   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |            |          |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 60600000 34900      | Sew        |          | USERFEES   |            |                    | 7.23             |          |         |       |  |
|                              |                       |            |          |            |            | <b>CHECK TOTAL</b> | <b>7.23</b>      |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                      |          | APCash |            |            |             |        |          |         |       |
|------------------------------|----------------------|----------|--------|------------|------------|-------------|--------|----------|---------|-------|
| VENDOR                       |                      | REMIT    | PO     | TYPE       | DUE DATE   | INVOICE     | AMOUNT | DOCUMENT | VOUCHER | CHECK |
| 4385                         | BALDWIN, AMY L.      | 0000     |        | INV        | 01/05/2024 | 76926       |        | 76926    | 81140   |       |
|                              | ACCOUNT DETAIL       |          |        |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 60600000 34900     | Sew      |        | USERFEES   |            | 79.58       |        |          |         |       |
|                              |                      |          |        |            |            |             | 79.58  |          |         |       |
|                              |                      |          |        |            |            | CHECK TOTAL | 79.58  |          |         |       |
| 4345                         | Barbara Hathaway     | 0000     |        | INV        | 01/05/2024 | 76886       |        | 76886    | 81100   |       |
|                              | ACCOUNT DETAIL       |          |        |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 60600000 34900     | Sew      |        | USERFEES   |            | 49.07       |        |          |         |       |
|                              |                      |          |        |            |            |             | 49.07  |          |         |       |
|                              |                      |          |        |            |            | CHECK TOTAL | 49.07  |          |         |       |
| 4334                         | Barbara Trager       | 0000     |        | INV        | 01/05/2024 | 76875       |        | 76875    | 81089   |       |
|                              | ACCOUNT DETAIL       |          |        |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 60600000 34900     | Sew      |        | USERFEES   |            | 79.58       |        |          |         |       |
|                              |                      |          |        |            |            |             | 79.58  |          |         |       |
|                              |                      |          |        |            |            | CHECK TOTAL | 79.58  |          |         |       |
| 670                          | Bardach Awards, Inc. | 0000     |        | EFT        | 12/28/2023 | 327121      |        | 76554    | 80722   |       |
|                              | ACCOUNT DETAIL       |          |        |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10107010 42200     | GenParks |        | OPERSUP    |            | 28.95       |        |          |         |       |
|                              |                      |          |        |            |            |             | 28.95  |          |         |       |
| 670                          | Bardach Awards, Inc. | 0000     |        | EFT        | 12/26/2023 | 327102      |        | 76652    | 80834   |       |
|                              | ACCOUNT DETAIL       |          |        |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10101017 43100     | GenFndCS |        | PROSERVICE |            | 649.90      |        |          |         |       |
|                              |                      |          |        |            |            |             | 649.90 |          |         |       |
|                              |                      |          |        |            |            | CHECK TOTAL | 678.85 |          |         |       |
| 4323                         | BAUGHMAN, JOHN W     | 0000     |        | INV        | 01/05/2024 | 76863       |        | 76863    | 81074   |       |
|                              | ACCOUNT DETAIL       |          |        |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 62600000 34900     | SW       |        | USERFEES   |            | 79.92       |        |          |         |       |
|                              | 2 62600000 34900     | SW       |        | USERFEES   |            | 766.44      |        |          |         |       |
|                              |                      |          |        |            |            |             | 846.36 |          |         |       |
|                              |                      |          |        |            |            | CHECK TOTAL | 846.36 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023

DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |                | APCash |            |            |            |             |           |          |         |       |
|------------------------------|-----------------------|----------------|--------|------------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       |                | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 717                          | Beam, Longest and Nef |                | 0000   | 22100481   | EFT        | 12/10/2023 | 75719       |           | 76684    | 80871   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 27054010 44920 |        | GRNTEng    | CAPEXP     |            | 8,836.41    |           |          |         |       |
|                              | 2                     | 20104010 44200 |        | MVHEng     | INFRSTR    |            | 2,209.10    |           |          |         |       |
|                              |                       |                |        |            |            |            |             | 11,045.51 |          |         |       |
|                              |                       |                |        |            |            |            | CHECK TOTAL | 11,045.51 |          |         |       |
| 717                          | Beam, Longest and Nef |                | 0000   | 22200599   | EFT        | 12/10/2023 | 75784       |           | 76855    | 81066   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 37804010 44920 |        | SR37PRJENG | CAPEXP     |            | 26,655.19   |           |          |         |       |
|                              |                       |                |        |            |            |            |             | 26,655.19 |          |         |       |
|                              |                       |                |        |            |            |            | CHECK TOTAL | 26,655.19 |          |         |       |
| 2764                         | BEC Enterprises LLC   |                | 0000   |            | EFT        | 12/13/2023 | INV23064    |           | 76601    | 80776   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 10106010 42200 |        | GenFleet   | OPERSUP    |            | 340.00      |           |          |         |       |
|                              |                       |                |        |            |            |            |             | 340.00    |          |         |       |
| 2764                         | BEC Enterprises LLC   |                | 0000   |            | EFT        | 12/13/2023 | INV23069    |           | 76603    | 80778   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60606010 42200 |        | SewFleet   | OPERSUP    |            | 307.29      |           |          |         |       |
|                              |                       |                |        |            |            |            |             | 307.29    |          |         |       |
| 2764                         | BEC Enterprises LLC   |                | 0000   | 22301218   | EFT        | 12/21/2023 | INV23209    |           | 76660    | 80844   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60606010 43100 |        | SewFleet   | PROSERVICE |            | 4,359.21    |           |          |         |       |
|                              |                       |                |        |            |            |            |             | 4,359.21  |          |         |       |
| 2764                         | BEC Enterprises LLC   |                | 0000   |            | EFT        | 12/14/2023 | INV23091    |           | 76930    | 81147   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 62606010 42200 |        | SWFleet    | OPERSUP    |            | 850.02      |           |          |         |       |
|                              |                       |                |        |            |            |            |             | 850.02    |          |         |       |
|                              |                       |                |        |            |            |            | CHECK TOTAL | 5,856.52  |          |         |       |
| 4313                         | Becky Wassermann      |                | 0000   |            | EFT        | 12/21/2023 | 1           |           | 76290    | 80442   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 10107010 43100 |        | GenParks   | PROSERVICE |            | 1,000.00    |           |          |         |       |
|                              |                       |                |        |            |            |            |             | 1,000.00  |          |         |       |
| 4313                         | Becky Wassermann      |                | 0000   |            | EFT        | 12/21/2023 | 2           |           | 76291    | 80443   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 10107010 43100 |        | GenParks   | PROSERVICE |            | 200.00      |           |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |                    |                  |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|--------------------|------------------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE            | AMOUNT           | DOCUMENT | VOUCHER | CHECK |  |
|                              |                       |        |            |            |            |                    | 200.00           |          |         |       |  |
|                              |                       |        |            |            |            | <b>CHECK TOTAL</b> | <b>1,200.00</b>  |          |         |       |  |
| 955                          | Benchmark Mechanical  | 0000   |            | EFT        | 12/21/2023 | 23-9031            |                  | 76436    | 80598   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            |                    | 498.00           |          |         |       |  |
|                              |                       |        |            |            |            |                    | 498.00           |          |         |       |  |
|                              |                       |        |            |            |            | <b>CHECK TOTAL</b> | <b>498.00</b>    |          |         |       |  |
| 4335                         | BERG, GERALD S & MOIR | 0000   |            | INV        | 01/05/2024 | 76876              |                  | 76876    | 81090   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 60600000 34900      |        | Sew        | USERFEES   |            |                    | 39.79            |          |         |       |  |
|                              |                       |        |            |            |            |                    | 39.79            |          |         |       |  |
|                              |                       |        |            |            |            | <b>CHECK TOTAL</b> | <b>39.79</b>     |          |         |       |  |
| 621                          | Best Way of Indiana I | 0000   |            | EFT        | 11/25/2023 | 026916             |                  | 75879    | 79948   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 10107010 43100      |        | GenParks   | PROSERVICE |            |                    | 47.30            |          |         |       |  |
|                              |                       |        |            |            |            |                    | 47.30            |          |         |       |  |
| 621                          | Best Way of Indiana I | 0000   | 22300167   | EFT        | 12/25/2023 | 096800             |                  | 76807    | 80998   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 60609014 43151      |        | SewPWWater | SLUDGE     |            |                    | 50,421.40        |          |         |       |  |
|                              |                       |        |            |            |            |                    | 50,421.40        |          |         |       |  |
| 621                          | Best Way of Indiana I | 0000   | 22300071   | EFT        | 12/25/2023 | 096808             |                  | 76810    | 81000   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 62609014 43151      |        | SWPWWater  | SLUDGE     |            |                    | 2,426.81         |          |         |       |  |
|                              | 2 62609014 43151      |        | SWPWWater  | SLUDGE     |            |                    | 2.56             |          |         |       |  |
|                              |                       |        |            |            |            |                    | 2,429.37         |          |         |       |  |
| 621                          | Best Way of Indiana I | 0000   |            | EFT        | 10/25/2023 | 024901             |                  | 76958    | 81176   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 10109013 43100      |        | GenPWParks | PROSERVICE |            |                    | 257.14           |          |         |       |  |
|                              |                       |        |            |            |            |                    | 257.14           |          |         |       |  |
|                              |                       |        |            |            |            | <b>CHECK TOTAL</b> | <b>53,155.21</b> |          |         |       |  |
| 608                          | BL Anderson Co., Inc. | 0000   |            | EFT        | 12/27/2023 | 030131             |                  | 76560    | 80729   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 60609014 42200      |        | SewPWWater | OPERSUP    |            |                    | 588.27           |          |         |       |  |
|                              |                       |        |            |            |            |                    | 588.27           |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |          |            |             |          |          |         |       |
|------------------------------|-----------------------|--------|------------|----------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE     | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
|                              |                       |        |            |          |            | CHECK TOTAL | 588.27   |          |         |       |
| 373                          | Bound Tree Medical, L | 0000   |            | EFT      | 12/27/2023 | 85165541    |          | 76931    | 81145   |       |
|                              | ACCOUNT DETAIL        |        |            |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS     | OPERSUP  |            |             | 14.09    |          |         |       |
|                              |                       |        |            |          |            |             | 14.09    |          |         |       |
| 373                          | Bound Tree Medical, L | 0000   |            | EFT      | 12/29/2023 | 85169144    |          | 76933    | 81149   |       |
|                              | ACCOUNT DETAIL        |        |            |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS     | OPERSUP  |            |             | 256.39   |          |         |       |
|                              |                       |        |            |          |            |             | 256.39   |          |         |       |
| 373                          | Bound Tree Medical, L | 0000   |            | EFT      | 12/29/2023 | 85169145    |          | 76934    | 81150   |       |
|                              | ACCOUNT DETAIL        |        |            |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS     | OPERSUP  |            |             | 256.39   |          |         |       |
|                              |                       |        |            |          |            |             | 256.39   |          |         |       |
| 373                          | Bound Tree Medical, L | 0000   |            | EFT      | 12/22/2023 | 85164143    |          | 76935    | 81151   |       |
|                              | ACCOUNT DETAIL        |        |            |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS     | OPERSUP  |            |             | 269.98   |          |         |       |
|                              |                       |        |            |          |            |             | 269.98   |          |         |       |
| 373                          | Bound Tree Medical, L | 0000   |            | EFT      | 12/21/2023 | 85162506    |          | 76936    | 81152   |       |
|                              | ACCOUNT DETAIL        |        |            |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS     | OPERSUP  |            |             | 129.90   |          |         |       |
|                              |                       |        |            |          |            |             | 129.90   |          |         |       |
| 373                          | Bound Tree Medical, L | 0000   |            | EFT      | 12/29/2023 | 85169146    |          | 76937    | 81153   |       |
|                              | ACCOUNT DETAIL        |        |            |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS     | OPERSUP  |            |             | 679.99   |          |         |       |
|                              |                       |        |            |          |            |             | 679.99   |          |         |       |
|                              |                       |        |            |          |            | CHECK TOTAL | 1,606.74 |          |         |       |
| 721                          | BPI Enterprises LLC   | 0000   |            | EFT      | 12/16/2023 | P67704297   |          | 76315    | 80470   |       |
|                              | ACCOUNT DETAIL        |        |            |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP  |            |             | 385.50   |          |         |       |
|                              |                       |        |            |          |            |             | 385.50   |          |         |       |
|                              |                       |        |            |          |            | CHECK TOTAL | 385.50   |          |         |       |
| 4376                         | Brian & Dorothy McDer | 0000   |            | INV      | 01/05/2024 | 76917       |          | 76917    | 81131   |       |
|                              | ACCOUNT DETAIL        |        |            |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60600000 34900      |        | Sew        | USERFEES |            |             | 39.79    |          |         |       |
|                              |                       |        |            |          |            |             | 39.79    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash           |          |            |            |             |          |          |         |       |
|------------------------------|-----------------------|------------------|----------|------------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT            | PO       | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
|                              |                       |                  |          |            |            | CHECK TOTAL | 39.79    |          |         |       |
| 3656                         | BRIZZI, KIMBERLY      | 0000             |          | INV        | 01/05/2024 | 76866       |          | 76866    | 81077   |       |
|                              | ACCOUNT DETAIL        |                  |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60600000 34900      | Sew              |          | USERFEES   |            | 70.38       |          |          |         |       |
|                              |                       |                  |          |            |            |             | 70.38    |          |         |       |
|                              |                       |                  |          |            |            | CHECK TOTAL | 70.38    |          |         |       |
| 4379                         | Brooke L Barnes       | 0000             |          | INV        | 01/05/2024 | 76920       |          | 76920    | 81134   |       |
|                              | ACCOUNT DETAIL        |                  |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60600000 34900      | Sew              |          | USERFEES   |            | 5.48        |          |          |         |       |
|                              |                       |                  |          |            |            |             | 5.48     |          |         |       |
|                              |                       |                  |          |            |            | CHECK TOTAL | 5.48     |          |         |       |
| 2704                         | Browning Chapman LLC  | 0000             | 22300804 | EFT        | 11/09/2023 | IN-23-0550  |          | 76640    | 80819   |       |
|                              | ACCOUNT DETAIL        |                  |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109012 43100      | GenPWBuild       |          | PROSERVICE |            | 2,750.00    |          |          |         |       |
|                              |                       |                  |          |            |            |             | 2,750.00 |          |         |       |
|                              |                       |                  |          |            |            | CHECK TOTAL | 2,750.00 |          |         |       |
| 567                          | Buckeye Power Sales C | 0000             | 22300651 | EFT        | 11/24/2023 | PSV346709   |          | 76816    | 81015   |       |
|                              | ACCOUNT DETAIL        |                  |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60609014 43100      | SewPWWater       |          | PROSERVICE |            | 1,356.26    |          |          |         |       |
|                              |                       |                  |          |            |            |             | 1,356.26 |          |         |       |
|                              |                       |                  |          |            |            | CHECK TOTAL | 1,356.26 |          |         |       |
| 4387                         | BUCKLER, BRIAN & JILL | 0000             |          | INV        | 12/06/2023 | 76928       |          | 76928    | 81142   |       |
|                              | ACCOUNT DETAIL        |                  |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60600000 34900      | Sew              |          | USERFEES   |            | 403.00      |          |          |         |       |
|                              |                       |                  |          |            |            |             | 403.00   |          |         |       |
|                              |                       |                  |          |            |            | CHECK TOTAL | 403.00   |          |         |       |
| 3354                         | Burgess & Niple Inc   | 0000             | 22301133 | EFT        | 12/22/2023 | 1112111     |          | 76682    | 80870   |       |
|                              | ACCOUNT DETAIL        |                  |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 37804010 44920      | SR37PRJENGCAPEXP |          |            |            | 4,833.56    |          |          |         |       |
|                              |                       |                  |          |            |            |             | 4,833.56 |          |         |       |
|                              |                       |                  |          |            |            | CHECK TOTAL | 4,833.56 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |          |       | APCash |                       |            |            |             |           |          |         |       |
|------------------------------|-----------------------|----------|-------|--------|-----------------------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       |          |       | REMIT  | PO                    | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 737                          | Butler, Fairman & Seu |          |       | 0000   | 22300173              | EFT        | 11/26/2023 | 102041      |           | 76677    | 80865   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                       |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 27074010 | 44200 |        | PIFENG                | INFRSTR    |            |             | 4,112.50  |          |         |       |
|                              |                       |          |       |        |                       |            |            | CHECK TOTAL | 4,112.50  |          |         |       |
| 737                          | Butler, Fairman & Seu |          |       | 0000   | 22300173              | EFT        | 12/21/2023 | 102397      |           | 76678    | 80866   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                       |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 27074010 | 44200 |        | PIFENG                | INFRSTR    |            |             | 1,920.00  |          |         |       |
|                              |                       |          |       |        |                       |            |            | CHECK TOTAL | 1,920.00  |          |         |       |
|                              |                       |          |       |        |                       |            |            |             | 1,920.00  |          |         |       |
| 737                          | Butler, Fairman & Seu |          |       | 0000   | 22301098              | EFT        | 12/14/2023 | 102182      |           | 76680    | 80868   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                       |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 37804010 | 44920 |        | SR37PRJENGCAPEXP      |            |            |             | 2,358.66  |          |         |       |
|                              |                       |          |       |        |                       |            |            | CHECK TOTAL | 2,358.66  |          |         |       |
|                              |                       |          |       |        |                       |            |            |             | 2,358.66  |          |         |       |
| 2441                         | BW Construction LLC   |          |       | 0000   |                       | EFT        | 12/30/2023 | 2023079     |           | 76820    | 81029   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                       |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 44391011 | 43100 |        | ECNDEVMY              | PROSERVICE |            |             | 18,518.00 |          |         |       |
|                              |                       |          |       |        |                       |            |            | CHECK TOTAL | 18,518.00 |          |         |       |
|                              |                       |          |       |        |                       |            |            |             | 18,518.00 |          |         |       |
| 2424                         | CallTower Inc         |          |       | 0000   |                       | EFT        | 01/15/2024 | 201728216   |           | 76725    | 80914   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                       |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 10106050 | 43100 |        | GenIT                 | PROSERVICE |            |             | 790.16    |          |         |       |
|                              |                       |          |       |        |                       |            |            | CHECK TOTAL | 790.16    |          |         |       |
|                              |                       |          |       |        |                       |            |            |             | 790.16    |          |         |       |
| 3854                         | Carmel Trucking LLC   |          |       | 0000   | 22301150              | EFT        | 11/25/2023 | 23-1234     |           | 76447    | 80611   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                       |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 10109013 | 43100 |        | GenPWParks PROSERVICE |            |            |             | 5,000.00  |          |         |       |
|                              |                       |          |       |        |                       |            |            |             | 5,000.00  |          |         |       |
| 3854                         | Carmel Trucking LLC   |          |       | 0000   | 22301149              | EFT        | 11/24/2023 | 23-1233     |           | 76578    | 80749   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                       |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 10109013 | 43100 |        | GenPWParks PROSERVICE |            |            |             | 6,000.00  |          |         |       |
|                              |                       |          |       |        |                       |            |            |             | 6,000.00  |          |         |       |
|                              |                       |          |       |        |                       |            |            |             | 6,000.00  |          |         |       |



## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash  |          |          |            |                      |           |          |         |       |
|------------------------------|-----------------------|---------|----------|----------|------------|----------------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT   | PO       | TYPE     | DUE DATE   | INVOICE              | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
|                              |                       |         |          |          |            | CHECK TOTAL          | 11,000.00 |          |         |       |
| 4355                         | Carrie Nihart         | 0000    |          | INV      | 01/05/2024 | 76896                |           | 76896    | 81110   |       |
|                              | ACCOUNT DETAIL        |         |          |          |            | LINE AMOUNT          |           |          |         |       |
|                              | 1 60600000 34900      | Sew     |          | USERFEES |            | 39.79                |           |          |         |       |
|                              |                       |         |          |          |            |                      | 39.79     |          |         |       |
|                              |                       |         |          |          |            | CHECK TOTAL          | 39.79     |          |         |       |
| 4382                         | Cathy Rose            | 0000    |          | INV      | 01/05/2024 | 76923                |           | 76923    | 81137   |       |
|                              | ACCOUNT DETAIL        |         |          |          |            | LINE AMOUNT          |           |          |         |       |
|                              | 1 60600000 34900      | Sew     |          | USERFEES |            | 59.68                |           |          |         |       |
|                              |                       |         |          |          |            |                      | 59.68     |          |         |       |
|                              |                       |         |          |          |            | CHECK TOTAL          | 59.68     |          |         |       |
| 831                          | CC&T Construction Co, | 0000    | 22300666 | EFT      | 12/27/2023 | Pay#02-CDBG2023FINAL |           | 76676    | 80864   |       |
|                              | ACCOUNT DETAIL        |         |          |          |            | LINE AMOUNT          |           |          |         |       |
|                              | 1 27054010 44920      | GRNTEng |          | CAPEXP   |            | 10,385.75            |           |          |         |       |
|                              |                       |         |          |          |            |                      | 10,385.75 |          |         |       |
|                              |                       |         |          |          |            | CHECK TOTAL          | 10,385.75 |          |         |       |
| 703                          | CDW Government, Inc.  | 0000    |          | EFT      | 12/21/2023 | NF74337              |           | 76318    | 80474   |       |
|                              | ACCOUNT DETAIL        |         |          |          |            | LINE AMOUNT          |           |          |         |       |
|                              | 1 21205058 42200      | CHD     |          | OPERSUP  |            | 237.16               |           |          |         |       |
|                              |                       |         |          |          |            |                      | 237.16    |          |         |       |
| 703                          | CDW Government, Inc.  | 0000    |          | EFT      | 12/21/2023 | NF79314              |           | 76324    | 80482   |       |
|                              | ACCOUNT DETAIL        |         |          |          |            | LINE AMOUNT          |           |          |         |       |
|                              | 1 21205058 42200      | CHD     |          | OPERSUP  |            | 19.52                |           |          |         |       |
|                              |                       |         |          |          |            |                      | 19.52     |          |         |       |
|                              |                       |         |          |          |            | CHECK TOTAL          | 256.68    |          |         |       |
| 4384                         | Christa M Ford        | 0000    |          | INV      | 01/05/2024 | 76925                |           | 76925    | 81139   |       |
|                              | ACCOUNT DETAIL        |         |          |          |            | LINE AMOUNT          |           |          |         |       |
|                              | 1 60600000 34900      | Sew     |          | USERFEES |            | 39.79                |           |          |         |       |
|                              |                       |         |          |          |            |                      | 39.79     |          |         |       |
|                              |                       |         |          |          |            | CHECK TOTAL          | 39.79     |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |                |       | APCash    |            |            |             |           |          |         |       |
|------------------------------|-----------------------|----------------|-------|-----------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       |                | REMIT | PO        | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 4338                         | Christie E Walker     |                | 0000  |           | INV        | 01/05/2024 | 76879       |           | 76879    | 81093   |       |
|                              | 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        | 12/30/2023 | 31966       |           | 76763    | 80953   |       |
|                              | ACCOUNT DETAIL        |                |       |           |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 62609014 43100 |       | SWPWWater | PROSERVICE |            |             | 1,547.50  |          |         |       |
|                              |                       |                |       |           |            |            |             | 1,547.50  |          |         |       |
|                              |                       |                |       |           |            |            | CHECK TOTAL | 1,547.50  |          |         |       |
| 691                          | Christopher B Burke E |                | 0000  | 22300952  | EFT        | 08/10/2023 | 30312       |           | 76649    | 80831   |       |
|                              | ACCOUNT DETAIL        |                |       |           |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60854010 43100 |       | SWRCPTENG | PROSERVICE |            |             | 525.00    |          |         |       |
|                              |                       |                |       |           |            |            |             | 525.00    |          |         |       |
|                              |                       |                |       |           |            |            | CHECK TOTAL | 525.00    |          |         |       |
| 691                          | Christopher B Burke E |                | 0000  | 22301157  | EFT        | 12/30/2023 | 31942       |           | 76801    | 80992   |       |
|                              | ACCOUNT DETAIL        |                |       |           |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60854010 43100 |       | SWRCPTENG | PROSERVICE |            |             | 12,890.00 |          |         |       |
|                              |                       |                |       |           |            |            |             | 12,890.00 |          |         |       |
|                              |                       |                |       |           |            |            | CHECK TOTAL | 12,890.00 |          |         |       |
| 691                          | Christopher B Burke E |                | 0000  | 22301157  | EFT        | 12/30/2023 | 31941       |           | 76802    | 80993   |       |
|                              | ACCOUNT DETAIL        |                |       |           |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60854010 43100 |       | SWRCPTENG | PROSERVICE |            |             | 330.00    |          |         |       |
|                              |                       |                |       |           |            |            |             | 330.00    |          |         |       |
|                              |                       |                |       |           |            |            | CHECK TOTAL | 330.00    |          |         |       |
| 691                          | Christopher B Burke E |                | 0000  | 22301157  | EFT        | 12/30/2023 | 31940       |           | 76803    | 80994   |       |
|                              | ACCOUNT DETAIL        |                |       |           |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60854010 43100 |       | SWRCPTENG | PROSERVICE |            |             | 660.00    |          |         |       |
|                              |                       |                |       |           |            |            |             | 660.00    |          |         |       |
|                              |                       |                |       |           |            |            | CHECK TOTAL | 660.00    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                       |      |            |              |           |          |         |       |  |
|------------------------------|-----------------------|--------|-----------------------|------|------------|--------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO                    | TYPE | DUE DATE   | INVOICE      | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
| 364                          | Cinergy Corp          | 0000   | 22300135              | INV  | 12/22/2023 | 930000026930 |           | 76720    | 80909   |       |  |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 60609014 43500      |        | SewPWWaterUTILITY     |      |            | 5,000.00     |           |          |         |       |  |
|                              |                       |        |                       |      |            |              | 5,000.00  |          |         |       |  |
|                              |                       |        |                       |      |            | CHECK TOTAL  | 5,000.00  |          |         |       |  |
| 364                          | Cinergy Corp          | 0000   | 22300135              | INV  | 12/24/2023 | 910122934878 |           | 76723    | 80912   |       |  |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 60609014 43500      |        | SewPWWaterUTILITY     |      |            | 20,150.00    |           |          |         |       |  |
|                              |                       |        |                       |      |            |              | 20,150.00 |          |         |       |  |
|                              |                       |        |                       |      |            | CHECK TOTAL  | 20,150.00 |          |         |       |  |
| 714                          | Cintas Corporation No | 0000   |                       | EFT  | 12/08/2023 | 4173326292   |           | 76316    | 80472   |       |  |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 10109012 43100      |        | GenPWBuild PROSERVICE |      |            | 41.48        |           |          |         |       |  |
|                              |                       |        |                       |      |            |              | 41.48     |          |         |       |  |
| 714                          | Cintas Corporation No | 0000   |                       | EFT  | 12/08/2023 | 4173326235   |           | 76317    | 80475   |       |  |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 10109012 43100      |        | GenPWBuild PROSERVICE |      |            | 99.32        |           |          |         |       |  |
|                              |                       |        |                       |      |            |              | 99.32     |          |         |       |  |
| 714                          | Cintas Corporation No | 0000   |                       | EFT  | 12/08/2023 | 4173326244   |           | 76319    | 80476   |       |  |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 10109012 43100      |        | GenPWBuild PROSERVICE |      |            | 55.44        |           |          |         |       |  |
|                              |                       |        |                       |      |            |              | 55.44     |          |         |       |  |
| 714                          | Cintas Corporation No | 0000   |                       | EFT  | 12/08/2023 | 4173326201   |           | 76321    | 80479   |       |  |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 10109012 43100      |        | GenPWBuild PROSERVICE |      |            | 98.05        |           |          |         |       |  |
|                              |                       |        |                       |      |            |              | 98.05     |          |         |       |  |
| 714                          | Cintas Corporation No | 0000   |                       | EFT  | 12/10/2023 | 4173617024   |           | 76323    | 80481   |       |  |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 10109013 43100      |        | GenPWParks PROSERVICE |      |            | 419.81       |           |          |         |       |  |
|                              |                       |        |                       |      |            |              | 419.81    |          |         |       |  |
| 714                          | Cintas Corporation No | 0000   |                       | EFT  | 12/10/2023 | 4173616831   |           | 76325    | 80483   |       |  |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 10109012 43100      |        | GenPWBuild PROSERVICE |      |            | 88.49        |           |          |         |       |  |
|                              |                       |        |                       |      |            |              | 88.49     |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 |                       | 10100 | APCash |            |            |            |             |        |          |         |       |
|------------------------|-----------------------|-------|--------|------------|------------|------------|-------------|--------|----------|---------|-------|
| VENDOR                 |                       |       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT | DOCUMENT | VOUCHER | CHECK |
| 714                    | Cintas Corporation No |       | 0000   |            | EFT        | 12/10/2023 | 4173617032  |        | 76327    | 80485   |       |
|                        | ACCOUNT DETAIL        |       |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                        | 1 20109011 43100      |       |        | MVHPWStr   | PROSERVICE |            |             | 197.68 |          |         |       |
|                        |                       |       |        |            |            |            |             |        |          |         |       |
| 714                    | Cintas Corporation No |       | 0000   |            | EFT        | 12/13/2023 | 5183809158  |        | 76328    | 80486   |       |
|                        | ACCOUNT DETAIL        |       |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                        | 1 10109012 42200      |       |        | GenPWBuild | OPERSUP    |            |             | 109.41 |          |         |       |
|                        |                       |       |        |            |            |            |             |        |          |         |       |
| 714                    | Cintas Corporation No |       | 0000   |            | EFT        | 12/14/2023 | 4174075636  |        | 76330    | 80488   |       |
|                        | ACCOUNT DETAIL        |       |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                        | 1 10109012 43100      |       |        | GenPWBuild | PROSERVICE |            |             | 259.63 |          |         |       |
|                        |                       |       |        |            |            |            |             |        |          |         |       |
| 714                    | Cintas Corporation No |       | 0000   |            | EFT        | 12/14/2023 | 4174075959  |        | 76331    | 80489   |       |
|                        | ACCOUNT DETAIL        |       |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                        | 1 10109013 43100      |       |        | GenPWParks | PROSERVICE |            |             | 41.37  |          |         |       |
|                        |                       |       |        |            |            |            |             |        |          |         |       |
| 714                    | Cintas Corporation No |       | 0000   |            | EFT        | 12/14/2023 | 4174076026  |        | 76332    | 80490   |       |
|                        | ACCOUNT DETAIL        |       |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                        | 1 10109012 43100      |       |        | GenPWBuild | PROSERVICE |            |             | 99.32  |          |         |       |
|                        |                       |       |        |            |            |            |             |        |          |         |       |
| 714                    | Cintas Corporation No |       | 0000   |            | EFT        | 12/14/2023 | 4174076044  |        | 76333    | 80492   |       |
|                        | ACCOUNT DETAIL        |       |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                        | 1 10109012 43100      |       |        | GenPWBuild | PROSERVICE |            |             | 98.05  |          |         |       |
|                        |                       |       |        |            |            |            |             |        |          |         |       |
| 714                    | Cintas Corporation No |       | 0000   |            | EFT        | 12/14/2023 | 4174075987  |        | 76335    | 80495   |       |
|                        | ACCOUNT DETAIL        |       |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                        | 1 10109012 43100      |       |        | GenPWBuild | PROSERVICE |            |             | 55.44  |          |         |       |
|                        |                       |       |        |            |            |            |             |        |          |         |       |
| 714                    | Cintas Corporation No |       | 0000   |            | EFT        | 12/14/2023 | 4174076056  |        | 76337    | 80497   |       |
|                        | ACCOUNT DETAIL        |       |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                        | 1 10109012 43100      |       |        | GenPWBuild | PROSERVICE |            |             | 41.48  |          |         |       |
|                        |                       |       |        |            |            |            |             |        |          |         |       |
| 714                    | Cintas Corporation No |       | 0000   |            | EFT        | 12/15/2023 | 4174073928  |        | 76338    | 80498   |       |
|                        | ACCOUNT DETAIL        |       |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                        | 1 10109013 43100      |       |        | GenPWParks | PROSERVICE |            |             | 50.46  |          |         |       |
|                        |                       |       |        |            |            |            |             |        |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |                | APCash |            |            |            |             |        |          |         |       |
|------------------------------|-----------------------|----------------|--------|------------|------------|------------|-------------|--------|----------|---------|-------|
| VENDOR                       |                       |                | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT | DOCUMENT | VOUCHER | CHECK |
| 714                          | Cintas Corporation No |                | 0000   |            | EFT        | 12/16/2023 | 4174253970  |        | 76340    | 80500   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1                     | 10109012 43100 |        | GenPWBuild | PROSERVICE |            |             | 88.49  |          |         |       |
|                              |                       |                |        |            |            |            |             | 88.49  |          |         |       |
| 714                          | Cintas Corporation No |                | 0000   |            | EFT        | 12/16/2023 | 4174254112  |        | 76341    | 80501   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1                     | 10109013 43100 |        | GenPWParks | PROSERVICE |            |             | 170.72 |          |         |       |
|                              |                       |                |        |            |            |            |             | 170.72 |          |         |       |
| 714                          | Cintas Corporation No |                | 0000   |            | EFT        | 12/16/2023 | 4174254130  |        | 76342    | 80502   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1                     | 20109011 43100 |        | MVHPWStr   | PROSERVICE |            |             | 197.68 |          |         |       |
|                              |                       |                |        |            |            |            |             | 197.68 |          |         |       |
| 714                          | Cintas Corporation No |                | 0000   |            | EFT        | 12/17/2023 | 4174473628  |        | 76343    | 80503   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1                     | 10109012 43100 |        | GenPWBuild | PROSERVICE |            |             | 35.96  |          |         |       |
|                              |                       |                |        |            |            |            |             | 35.96  |          |         |       |
| 714                          | Cintas Corporation No |                | 0000   |            | EFT        | 12/20/2023 | 4174668386  |        | 76503    | 80669   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1                     | 10109013 43100 |        | GenPWParks | PROSERVICE |            |             | 41.37  |          |         |       |
|                              |                       |                |        |            |            |            |             | 41.37  |          |         |       |
| 714                          | Cintas Corporation No |                | 0000   |            | EFT        | 12/20/2023 | 4174668387  |        | 76504    | 80670   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1                     | 10109012 43100 |        | GenPWBuild | PROSERVICE |            |             | 99.32  |          |         |       |
|                              |                       |                |        |            |            |            |             | 99.32  |          |         |       |
| 714                          | Cintas Corporation No |                | 0000   |            | EFT        | 12/20/2023 | 4174668440  |        | 76505    | 80672   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1                     | 10109012 43100 |        | GenPWBuild | PROSERVICE |            |             | 55.44  |          |         |       |
|                              |                       |                |        |            |            |            |             | 55.44  |          |         |       |
| 714                          | Cintas Corporation No |                | 0000   |            | EFT        | 12/20/2023 | 4174668385  |        | 76506    | 80673   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1                     | 10109012 43100 |        | GenPWBuild | PROSERVICE |            |             | 98.05  |          |         |       |
|                              |                       |                |        |            |            |            |             | 98.05  |          |         |       |
| 714                          | Cintas Corporation No |                | 0000   |            | EFT        | 12/20/2023 | 4174668379  |        | 76508    | 80675   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1                     | 10109012 43100 |        | GenPWBuild | PROSERVICE |            |             | 41.48  |          |         |       |
|                              |                       |                |        |            |            |            |             | 41.48  |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |          |       | APCash |            |            |            |             |          |          |         |       |
|------------------------------|-----------------------|----------|-------|--------|------------|------------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       |          |       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 714                          | Cintas Corporation No |          |       | 0000   |            | EFT        | 12/22/2023 | 4175012959  |          | 76510    | 80677   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10109012 | 43100 |        | GenPWBuild | PROSERVICE |            |             | 88.49    |          |         |       |
|                              |                       |          |       |        |            |            |            |             | 88.49    |          |         |       |
| 714                          | Cintas Corporation No |          |       | 0000   |            | EFT        | 12/22/2023 | 4175012989  |          | 76513    | 80679   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 20109011 | 43100 |        | MVHPWStr   | PROSERVICE |            |             | 197.68   |          |         |       |
|                              |                       |          |       |        |            |            |            |             | 197.68   |          |         |       |
| 714                          | Cintas Corporation No |          |       | 0000   |            | EFT        | 12/22/2023 | 4175012993  |          | 76515    | 80681   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10109013 | 43100 |        | GenPWParks | PROSERVICE |            |             | 170.72   |          |         |       |
|                              |                       |          |       |        |            |            |            |             | 170.72   |          |         |       |
| 714                          | Cintas Corporation No |          |       | 0000   |            | EFT        | 12/22/2023 | 4175012982  |          | 76580    | 80751   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10106010 | 43100 |        | GenFleet   | PROSERVICE |            |             | 119.62   |          |         |       |
|                              |                       |          |       |        |            |            |            |             | 119.62   |          |         |       |
| 714                          | Cintas Corporation No |          |       | 0000   |            | EFT        | 12/26/2023 | 5185538454  |          | 76591    | 80765   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10108011 | 42200 |        | GenPDAdmin | OPERSUP    |            |             | 155.49   |          |         |       |
|                              |                       |          |       |        |            |            |            |             | 155.49   |          |         |       |
| 714                          | Cintas Corporation No |          |       | 0000   |            | EFT        | 01/01/2024 | 4175758199  |          | 76709    | 80896   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10106010 | 43100 |        | GenFleet   | PROSERVICE |            |             | 80.23    |          |         |       |
|                              |                       |          |       |        |            |            |            |             | 80.23    |          |         |       |
| 714                          | Cintas Corporation No |          |       | 0000   |            | EFT        | 01/10/2024 | 4176210355  |          | 76938    | 81154   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10105011 | 43100 |        | GenFireAdm | PROSERVICE |            |             | 53.82    |          |         |       |
|                              |                       |          |       |        |            |            |            |             | 53.82    |          |         |       |
|                              |                       |          |       |        |            |            |            | CHECK TOTAL | 3,449.99 |          |         |       |
| 1574                         | Citizens Energy Group |          |       | 0000   |            | EFT        | 12/05/2023 | 2739310000  |          | 76309    | 80463   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 60601013 | 43100 |        | SewContr   | PROSERVICE |            |             | 686.95   |          |         |       |
|                              |                       |          |       |        |            |            |            |             | 686.95   |          |         |       |
|                              |                       |          |       |        |            |            |            | CHECK TOTAL | 686.95   |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023

DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |                |       | APCash   |            |            |             |           |          |         |       |
|------------------------------|-----------------------|----------------|-------|----------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       |                | REMIT | PO       | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 2791                         | Co-Alliance Cooperati |                | 0000  |          | EFT        | 12/25/2023 | 566014334   |           | 76567    | 80737   |       |
|                              | ACCOUNT DETAIL        |                |       |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 20106010 42221 |       | MVHFleet | FUEL       |            | 1,395.01    | 1,395.01  |          |         |       |
| 2791                         | Co-Alliance Cooperati |                | 0000  | 22301192 | EFT        | 12/25/2023 | 566014165   |           | 76671    | 80859   |       |
|                              | ACCOUNT DETAIL        |                |       |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 20106010 42221 |       | MVHFleet | FUEL       |            | 2,199.61    | 2,199.61  |          |         |       |
| 2791                         | Co-Alliance Cooperati |                | 0000  | 22301191 | EFT        | 12/25/2023 | 566014166   |           | 76672    | 80860   |       |
|                              | ACCOUNT DETAIL        |                |       |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 20106010 42221 |       | MVHFleet | FUEL       |            | 3,674.04    | 3,674.04  |          |         |       |
| 2791                         | Co-Alliance Cooperati |                | 0000  | 22301284 | EFT        | 12/25/2023 | 506009302   |           | 76768    | 80958   |       |
|                              | ACCOUNT DETAIL        |                |       |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 10106010 42221 |       | GenFleet | FUEL       |            | 18,376.94   |           |          |         |       |
|                              | 2                     | 20106010 42221 |       | MVHFleet | FUEL       |            | 1,696.88    |           |          |         |       |
|                              | 3                     | 60606010 42221 |       | SewFleet | FUEL       |            | 588.64      |           |          |         |       |
|                              | 4                     | 62606010 42221 |       | SWFleet  | FUEL       |            | 419.48      |           |          |         |       |
|                              |                       |                |       |          |            |            |             | 21,081.94 |          |         |       |
|                              |                       |                |       |          |            |            | CHECK TOTAL | 28,350.60 |          |         |       |
| 4370                         | COFFEY, THERESA Z.    |                | 0000  |          | INV        | 01/05/2024 | 76911       |           | 76911    | 81125   |       |
|                              | ACCOUNT DETAIL        |                |       |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60600000 34900 |       | Sew      | USERFEES   |            | 62.00       |           |          |         |       |
|                              |                       |                |       |          |            |            |             | 62.00     |          |         |       |
|                              |                       |                |       |          |            |            | CHECK TOTAL | 62.00     |          |         |       |
| 2650                         | Community Health Netw |                | 0000  | 22300269 | INV        | 11/30/2023 | FIN-006972  |           | 760621   | 80858   |       |
|                              | ACCOUNT DETAIL        |                |       |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 21205058 43100 |       | CHD      | PROSERVICE |            | 4,166.67    |           |          |         |       |
|                              |                       |                |       |          |            |            |             | 4,166.67  |          |         |       |
|                              |                       |                |       |          |            |            | CHECK TOTAL | 4,166.67  |          |         |       |
| 3570                         | Constellation Energy  |                | 0000  | 22300482 | EFT        | 12/21/2023 | 66972668701 |           | 76665    | 80849   |       |
|                              | ACCOUNT DETAIL        |                |       |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 10103012 43100 |       | GenPZ    | PROSERVICE |            | 117.30      |           |          |         |       |
|                              |                       |                |       |          |            |            |             | 117.30    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023

DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 |                       | 10100          | APCash |          |            |            |              |          |          |         |       |
|------------------------|-----------------------|----------------|--------|----------|------------|------------|--------------|----------|----------|---------|-------|
| VENDOR                 |                       |                | REMIT  | PO       | TYPE       | DUE DATE   | INVOICE      | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 3570                   | Constellation Energy  |                | 0000   |          | EFT        | 12/21/2023 | 66972668701A |          | 76666    | 80850   |       |
|                        | ACCOUNT DETAIL        |                |        |          |            |            | LINE AMOUNT  |          |          |         |       |
|                        | 1                     | 10103012 43100 |        | GenPZ    | PROSERVICE |            | 33.75        |          |          |         |       |
|                        |                       |                |        |          |            |            |              | 33.75    |          |         |       |
|                        |                       |                |        |          |            |            | CHECK TOTAL  | 151.05   |          |         |       |
| 4369                   | CRANE, VONDA          |                | 0000   |          | INV        | 01/05/2024 | 76910        |          | 76910    | 81124   |       |
|                        | ACCOUNT DETAIL        |                |        |          |            |            | LINE AMOUNT  |          |          |         |       |
|                        | 1                     | 60600000 34900 |        | Sew      | USERFEES   |            | 69.00        |          |          |         |       |
|                        |                       |                |        |          |            |            |              | 69.00    |          |         |       |
|                        |                       |                |        |          |            |            | CHECK TOTAL  | 69.00    |          |         |       |
| 1061                   | Melissa Crowe         |                | 0000   |          | INV        | 12/05/2023 | 111023       |          | 76579    | 80750   |       |
|                        | ACCOUNT DETAIL        |                |        |          |            |            | LINE AMOUNT  |          |          |         |       |
|                        | 1                     | 60606050 43200 |        | SewIT    | COMMTRANS  |            | 64.65        |          |          |         |       |
|                        | 2                     | 62606050 43200 |        | SWIT     | COMMTRANS  |            | 37.04        |          |          |         |       |
|                        | 3                     | 10106050 43200 |        | GenIT    | COMMTRANS  |            | 150.02       |          |          |         |       |
|                        |                       |                |        |          |            |            |              | 251.71   |          |         |       |
|                        |                       |                |        |          |            |            | CHECK TOTAL  | 251.71   |          |         |       |
| 811                    | Current Publishing LL |                | 0000   | 22300085 | EFT        | 01/28/2024 | 74057        |          | 76661    | 80840   |       |
|                        | ACCOUNT DETAIL        |                |        |          |            |            | LINE AMOUNT  |          |          |         |       |
|                        | 1                     | 10101016 43300 |        | GenPR    | PRINTADVER |            | 1,923.00     |          |          |         |       |
|                        | 2                     | 10101016 43300 |        | GenPR    | PRINTADVER |            | 0.08         |          |          |         |       |
|                        |                       |                |        |          |            |            |              | 1,923.08 |          |         |       |
|                        |                       |                |        |          |            |            | CHECK TOTAL  | 1,923.08 |          |         |       |
| 4371                   | CUSKADEN, JORDAN & SH |                | 0000   |          | INV        | 01/05/2024 | 76912        |          | 76912    | 81126   |       |
|                        | ACCOUNT DETAIL        |                |        |          |            |            | LINE AMOUNT  |          |          |         |       |
|                        | 1                     | 60600000 34900 |        | Sew      | USERFEES   |            | 49.15        |          |          |         |       |
|                        |                       |                |        |          |            |            |              | 49.15    |          |         |       |
|                        |                       |                |        |          |            |            | CHECK TOTAL  | 49.15    |          |         |       |
| 4377                   | Dana Pitts            |                | 0000   |          | INV        | 01/05/2024 | 76918        |          | 76918    | 81132   |       |
|                        | 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: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                      | APCash               |            |      |            |             |          |          |         |       |
|------------------------------|----------------------|----------------------|------------|------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                      | REMIT                | PO         | TYPE | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 2038                         | Do-Si Squares Square | 0000                 |            | EFT  | 08/08/2023 | 07/23R      |          | 75772    | 79837   |       |
|                              | ACCOUNT DETAIL       |                      |            |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 27807010 43100     | CPP                  | PROSERVICE |      |            | 156.80      |          |          |         |       |
|                              |                      |                      |            |      |            |             | 156.80   |          |         |       |
|                              |                      |                      |            |      |            | CHECK TOTAL | 156.80   |          |         |       |
| 2753                         | Dominique Davis      | 0000                 | 22200539   | EFT  | 12/12/2023 | 1053sl      |          | 76846    | 81057   |       |
|                              | ACCOUNT DETAIL       |                      |            |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 27055058 43100     | GRTSHD               | PROSERVICE |      |            | 250.00      |          |          |         |       |
|                              |                      |                      |            |      |            |             | 250.00   |          |         |       |
| 2753                         | Dominique Davis      | 0000                 | 22200539   | EFT  | 12/12/2023 | 1054sl      |          | 76847    | 81058   |       |
|                              | ACCOUNT DETAIL       |                      |            |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 27055058 43100     | GRTSHD               | PROSERVICE |      |            | 175.00      |          |          |         |       |
|                              |                      |                      |            |      |            |             | 175.00   |          |         |       |
|                              |                      |                      |            |      |            | CHECK TOTAL | 425.00   |          |         |       |
| 4356                         | Don White            | 0000                 |            | INV  | 01/05/2024 | 76897       |          | 76897    | 81111   |       |
|                              | ACCOUNT DETAIL       |                      |            |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60600000 34900     | Sew                  | USERFEES   |      |            | 79.58       |          |          |         |       |
|                              |                      |                      |            |      |            |             | 79.58    |          |         |       |
|                              |                      |                      |            |      |            | CHECK TOTAL | 79.58    |          |         |       |
| 1047                         | Donohue & Associates | 0000                 | 22300294   | EFT  | 01/08/2024 | 14152-11    |          | 76735    | 80924   |       |
|                              | ACCOUNT DETAIL       |                      |            |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60609014 43100     | SewPWWaterPROSERVICE |            |      |            | 4,047.48    |          |          |         |       |
|                              | 2 60609014 43100     | SewPWWaterPROSERVICE |            |      |            | 1,317.38    |          |          |         |       |
|                              |                      |                      |            |      |            |             | 5,364.86 |          |         |       |
|                              |                      |                      |            |      |            | CHECK TOTAL | 5,364.86 |          |         |       |
| 4372                         | DOWNS, ZACHARY       | 0000                 |            | INV  | 01/05/2024 | 76913       |          | 76913    | 81127   |       |
|                              | ACCOUNT DETAIL       |                      |            |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60600000 34900     | Sew                  | USERFEES   |      |            | 93.00       |          |          |         |       |
|                              |                      |                      |            |      |            |             | 93.00    |          |         |       |
|                              |                      |                      |            |      |            | CHECK TOTAL | 93.00    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |                |           |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|----------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE        | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
| 3636                         | Eckart LLC            | 0000   |            | EFT        | 12/25/2023 | S100914955.001 |           | 76389    | 80549   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 94.80          |           |          |         |       |  |
|                              |                       |        |            |            |            |                | 94.80     |          |         |       |  |
| 3636                         | Eckart LLC            | 0000   |            | EFT        | 12/25/2023 | S100913366.001 |           | 76392    | 80553   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 200.82         |           |          |         |       |  |
|                              |                       |        |            |            |            |                | 200.82    |          |         |       |  |
| 3636                         | Eckart LLC            | 0000   |            | EFT        | 12/25/2023 | S100921415.001 |           | 76395    | 80556   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 680.91         |           |          |         |       |  |
|                              |                       |        |            |            |            |                | 680.91    |          |         |       |  |
| 3636                         | Eckart LLC            | 0000   |            | EFT        | 12/25/2023 | S100925938.001 |           | 76559    | 80728   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 60609014 42200      |        | SewPWWater | OPERSUP    |            | 870.82         |           |          |         |       |  |
|                              |                       |        |            |            |            |                | 870.82    |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL    | 1,847.35  |          |         |       |  |
| 820                          | Ecoverde LLC          | 0000   | 22201206   | EFT        | 11/25/2023 | 102623-01      |           | 76731    | 80920   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 60609014 42200      |        | SewPWWater | OPERSUP    |            | 15,836.00      |           |          |         |       |  |
|                              |                       |        |            |            |            |                | 15,836.00 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL    | 15,836.00 |          |         |       |  |
| 4343                         | Elizabeth Aranda      | 0000   |            | INV        | 01/05/2024 | 76884          |           | 76884    | 81098   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 60600000 34900      |        | Sew        | USERFEES   |            | 79.58          |           |          |         |       |  |
|                              |                       |        |            |            |            |                | 79.58     |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL    | 79.58     |          |         |       |  |
| 1186                         | Elwood Fire Equipment | 0000   |            | EFT        | 06/23/2023 | 70771          |           | 76839    | 81050   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 20106010 43100      |        | MVHFleet   | PROSERVICE |            | 193.45         |           |          |         |       |  |
|                              |                       |        |            |            |            |                | 193.45    |          |         |       |  |
| 1186                         | Elwood Fire Equipment | 0000   |            | EFT        | 10/18/2023 | 71889          |           | 76848    | 81059   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 10106010 43100      |        | GenFleet   | PROSERVICE |            | 58.90          |           |          |         |       |  |
|                              |                       |        |            |            |            |                | 58.90     |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash     |           |      |            |              |           |          |         |       |  |
|------------------------------|-----------------------|------------|-----------|------|------------|--------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT      | PO        | TYPE | DUE DATE   | INVOICE      | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
|                              |                       |            |           |      |            | CHECK TOTAL  | 252.35    |          |         |       |  |
| 4310                         | Emergency Radio Servi | 0000       |           | EFT  | 11/03/2023 | 0000460382   |           | 76293    | 80447   |       |  |
|                              | ACCOUNT DETAIL        |            |           |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 27807010 43909      | CPP        | Other     |      |            | 1,780.00     |           |          |         |       |  |
|                              |                       |            |           |      |            |              | 1,780.00  |          |         |       |  |
|                              |                       |            |           |      |            | CHECK TOTAL  | 1,780.00  |          |         |       |  |
| 387                          | EMP Technology Group  | 0000       |           | EFT  | 12/22/2023 | PS-INV-37859 |           | 76334    | 80494   |       |  |
|                              | ACCOUNT DETAIL        |            |           |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 21205058 42200      | CHD        | OPERSUP   |      |            | 1,394.00     |           |          |         |       |  |
|                              |                       |            |           |      |            |              | 1,394.00  |          |         |       |  |
| 387                          | EMP Technology Group  | 0000       |           | EFT  | 12/30/2023 | PS-INV-38050 |           | 76687    | 80874   |       |  |
|                              | ACCOUNT DETAIL        |            |           |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 21205058 42200      | CHD        | OPERSUP   |      |            | 88.00        |           |          |         |       |  |
|                              |                       |            |           |      |            |              | 88.00     |          |         |       |  |
| 387                          | EMP Technology Group  | 0000       |           | EFT  | 01/04/2024 | PS-INV-38119 |           | 76800    | 80991   |       |  |
|                              | ACCOUNT DETAIL        |            |           |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 21205058 42200      | CHD        | OPERSUP   |      |            | 30.00        |           |          |         |       |  |
|                              |                       |            |           |      |            |              | 30.00     |          |         |       |  |
|                              |                       |            |           |      |            | CHECK TOTAL  | 1,512.00  |          |         |       |  |
| 3677                         | Engraving Machines PI | 0000       | 22300268  | EFT  | 04/01/2023 | 11643        |           | 76784    | 80974   |       |  |
|                              | ACCOUNT DETAIL        |            |           |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 27077010 44920      | ParkImpPrk | CAPEXP    |      |            | 26,600.31    |           |          |         |       |  |
|                              |                       |            |           |      |            |              | 26,600.31 |          |         |       |  |
|                              |                       |            |           |      |            | CHECK TOTAL  | 26,600.31 |          |         |       |  |
| 4344                         | Eric & Amanda Marvin  | 0000       |           | INV  | 01/05/2024 | 76885        |           | 76885    | 81099   |       |  |
|                              | ACCOUNT DETAIL        |            |           |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 60600000 34900      | Sew        | USERFEES  |      |            | 75.81        |           |          |         |       |  |
|                              |                       |            |           |      |            |              | 75.81     |          |         |       |  |
|                              |                       |            |           |      |            | CHECK TOTAL  | 75.81     |          |         |       |  |
| 1079                         | Ryan Ermel            | 0000       |           | INV  | 12/26/2023 | F23-034      |           | 76599    | 80774   |       |  |
|                              | ACCOUNT DETAIL        |            |           |      |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 10108012 43200      | GenPatrol  | COMMTRANS |      |            | 131.00       |           |          |         |       |  |
|                              |                       |            |           |      |            |              | 131.00    |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash     |          |            |            |             |           |          |         |       |
|------------------------------|-----------------------|------------|----------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT      | PO       | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
|                              |                       |            |          |            |            | CHECK TOTAL | 131.00    |          |         |       |
| 4364                         | ERNER, JENNIFER       | 0000       |          | INV        | 01/05/2024 | 76905       |           | 76905    | 81119   |       |
|                              | ACCOUNT DETAIL        |            |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60600000 34900      | Sew        |          | USERFEES   |            | 31.00       |           |          |         |       |
|                              |                       |            |          |            |            |             | 31.00     |          |         |       |
|                              |                       |            |          |            |            | CHECK TOTAL | 31.00     |          |         |       |
| 3968                         | ESL-Spectrum Inc      | 0000       | 22301107 | EFT        | 10/25/2023 | 14231GW     |           | 76549    | 80716   |       |
|                              | ACCOUNT DETAIL        |            |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 42200      | GenPWBuild |          | OPERSUP    |            | 7,240.00    |           |          |         |       |
|                              | 2 10109012 43100      | GenPWBuild |          | PROSERVICE |            | 0.01        |           |          |         |       |
|                              |                       |            |          |            |            |             | 7,240.01  |          |         |       |
|                              |                       |            |          |            |            | CHECK TOTAL | 7,240.01  |          |         |       |
| 514                          | EWT Holdings III Corp | 0000       | 22300656 | EFT        | 01/04/2024 | 906220414   |           | 76850    | 81061   |       |
|                              | ACCOUNT DETAIL        |            |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 42200      | SewPWWater |          | OPERSUP    |            | 7,011.25    |           |          |         |       |
|                              |                       |            |          |            |            |             | 7,011.25  |          |         |       |
|                              |                       |            |          |            |            | CHECK TOTAL | 7,011.25  |          |         |       |
| 1243                         | Fall Creek Township - | 0000       | 22201330 | INV        | 12/06/2023 | 76851       |           | 76851    | 81062   |       |
|                              | ACCOUNT DETAIL        |            |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20100000 43100      | MVH        |          | PROSERVICE |            | 16,660.00   |           |          |         |       |
|                              |                       |            |          |            |            |             | 16,660.00 |          |         |       |
| 1243                         | Fall Creek Township - | 0000       |          | INV        | 12/06/2023 | 76853       |           | 76853    | 81064   |       |
|                              | ACCOUNT DETAIL        |            |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10101016 42200      | GenPR      |          | OPERSUP    |            | 16,660.00   |           |          |         |       |
|                              |                       |            |          |            |            |             | 16,660.00 |          |         |       |
|                              |                       |            |          |            |            | CHECK TOTAL | 33,320.00 |          |         |       |
| 1222                         | Fire Service, Incorpo | 0000       | 22201125 | EFT        | 10/11/2023 | in-8915     |           | 76658    | 80842   |       |
|                              | ACCOUNT DETAIL        |            |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10106010 43100      | GenFleet   |          | PROSERVICE |            | 68,063.34   |           |          |         |       |
|                              |                       |            |          |            |            |             | 68,063.34 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |                | APCash |            |            |            |             |           |          |         |       |
|------------------------------|-----------------------|----------------|--------|------------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       |                | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 1222                         | Fire Service, Incorpo |                | 0000   | 22201125   | EFT        | 12/22/2023 | IN-10425    |           | 76659    | 80843   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 10106010 43100 |        | GenFleet   | PROSERVICE |            | 10,960.58   |           |          |         |       |
|                              | 2                     | 10106010 43100 |        | GenFleet   | PROSERVICE |            | 3,037.35    |           |          |         |       |
|                              |                       |                |        |            |            |            |             | 13,997.93 |          |         |       |
|                              |                       |                |        |            |            |            | CHECK TOTAL | 82,061.27 |          |         |       |
| 4367                         | FLORA, JOEL K         |                | 0000   |            | INV        | 01/05/2024 | 76908       |           | 76908    | 81122   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60600000 34900 |        | Sew        | USERFEES   |            | 62.00       |           |          |         |       |
|                              |                       |                |        |            |            |            |             | 62.00     |          |         |       |
|                              |                       |                |        |            |            |            | CHECK TOTAL | 62.00     |          |         |       |
| 4368                         | FLOWERS, THOMAS E     |                | 0000   |            | INV        | 01/05/2024 | 76909       |           | 76909    | 81123   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60600000 34900 |        | Sew        | USERFEES   |            | 31.00       |           |          |         |       |
|                              |                       |                |        |            |            |            |             | 31.00     |          |         |       |
|                              |                       |                |        |            |            |            | CHECK TOTAL | 31.00     |          |         |       |
| 2358                         | Fredericks Inc        |                | 0000   | 22300638   | EFT        | 12/14/2023 | 4026-23     |           | 76613    | 80788   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 10109012 43100 |        | GenPWBuild | PROSERVICE |            | 19,395.00   |           |          |         |       |
|                              |                       |                |        |            |            |            |             | 19,395.00 |          |         |       |
|                              |                       |                |        |            |            |            | CHECK TOTAL | 19,395.00 |          |         |       |
| 1196                         | Frey Water Conditioni |                | 0000   |            | EFT        | 12/15/2023 | 103252214   |           | 76398    | 80559   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 10109012 42200 |        | GenPWBuild | OPERSUP    |            | 27.40       |           |          |         |       |
|                              |                       |                |        |            |            |            |             | 27.40     |          |         |       |
| 1196                         | Frey Water Conditioni |                | 0000   |            | EFT        | 12/06/2023 | 103254005   |           | 76960    | 81178   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60609014 42200 |        | SewPWWater | OPERSUP    |            | 25.98       |           |          |         |       |
|                              |                       |                |        |            |            |            |             | 25.98     |          |         |       |
|                              |                       |                |        |            |            |            | CHECK TOTAL | 53.38     |          |         |       |
| 1302                         | Tracy Gaynor          |                | 0000   |            | INV        | 12/12/2023 | 71323       |           | 76781    | 80972   |       |
|                              | ACCOUNT DETAIL        |                |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 10106050 43200 |        | GenIT      | COMMTRANS  |            | 181.00      |           |          |         |       |

# ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash     |    |            |            |                    |                 |          |         |       |
|------------------------------|-----------------------|------------|----|------------|------------|--------------------|-----------------|----------|---------|-------|
| VENDOR                       |                       | REMIT      | PO | TYPE       | DUE DATE   | INVOICE            | AMOUNT          | DOCUMENT | VOUCHER | CHECK |
|                              |                       |            |    |            |            |                    | 181.00          |          |         |       |
|                              |                       |            |    |            |            | <b>CHECK TOTAL</b> | <b>181.00</b>   |          |         |       |
| 4354                         | Gloria Latham         | 0000       |    | INV        | 01/05/2024 | 76895              |                 | 76895    | 81109   |       |
|                              | <b>ACCOUNT DETAIL</b> |            |    |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 60600000 34900      | Sew        |    | USERFEES   |            |                    | 79.59           |          |         |       |
|                              |                       |            |    |            |            |                    | 79.59           |          |         |       |
|                              |                       |            |    |            |            | <b>CHECK TOTAL</b> | <b>79.59</b>    |          |         |       |
| 2776                         | Great Lakes Ace Hardw | 0000       |    | EFT        | 12/21/2023 | 2388/61            |                 | 76336    | 80496   |       |
|                              | <b>ACCOUNT DETAIL</b> |            |    |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10105015 42200      | GenSafeTr  |    | OPERSUP    |            |                    | 29.62           |          |         |       |
|                              |                       |            |    |            |            |                    | 29.62           |          |         |       |
|                              |                       |            |    |            |            | <b>CHECK TOTAL</b> | <b>29.62</b>    |          |         |       |
| 4375                         | Gregory & Jammie Lei  | 0000       |    | INV        | 01/05/2024 | 76916              |                 | 76916    | 81130   |       |
|                              | <b>ACCOUNT DETAIL</b> |            |    |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 60600000 34900      | Sew        |    | USERFEES   |            |                    | 34.49           |          |         |       |
|                              |                       |            |    |            |            |                    | 34.49           |          |         |       |
|                              |                       |            |    |            |            | <b>CHECK TOTAL</b> | <b>34.49</b>    |          |         |       |
| 770                          | Grimco Inc            | 0000       |    | EFT        | 12/03/2023 | 31504985-01        |                 | 76408    | 80569   |       |
|                              | <b>ACCOUNT DETAIL</b> |            |    |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10109012 42200      | GenPWBuild |    | OPERSUP    |            |                    | 528.18          |          |         |       |
|                              |                       |            |    |            |            |                    | 528.18          |          |         |       |
| 770                          | Grimco Inc            | 0000       |    | EFT        | 12/09/2023 | 31535147-01        |                 | 76409    | 80571   |       |
|                              | <b>ACCOUNT DETAIL</b> |            |    |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10109012 42200      | GenPWBuild |    | OPERSUP    |            |                    | 1,141.00        |          |         |       |
|                              |                       |            |    |            |            |                    | 1,141.00        |          |         |       |
|                              |                       |            |    |            |            | <b>CHECK TOTAL</b> | <b>1,669.18</b> |          |         |       |
| 1417                         | Hamilton County Recor | 0000       |    | INV        | 01/03/2024 | Liens12423P        |                 | 76701    | 80888   |       |
|                              | <b>ACCOUNT DETAIL</b> |            |    |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 60601013 43100      | SewContr   |    | PROSERVICE |            |                    | 25.00           |          |         |       |
|                              | 2 62601013 43100      | SWContr    |    | PROSERVICE |            |                    | 25.00           |          |         |       |
|                              |                       |            |    |            |            |                    | 50.00           |          |         |       |
|                              |                       |            |    |            |            | <b>CHECK TOTAL</b> | <b>50.00</b>    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023

DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                   |            |            |               |          |          |         |       |  |
|------------------------------|-----------------------|--------|-------------------|------------|------------|---------------|----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO                | TYPE       | DUE DATE   | INVOICE       | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 1446                         | Hamilton County Treas | 0000   |                   | INV        | 01/03/2024 | NOV23DEFERRAL |          | 76998    | 81230   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT   |          |          |         |       |  |
|                              | 1 27021011 43100      |        | DEFMAYOR          | PROSERVICE |            | 540.00        |          |          |         |       |  |
|                              |                       |        |                   |            |            |               | 540.00   |          |         |       |  |
|                              |                       |        |                   |            |            | CHECK TOTAL   | 540.00   |          |         |       |  |
| 1431                         | Hamilton Southeastern | 0000   | 22301194          | EFT        | 12/30/2023 | 11302023      |          | 76804    | 80995   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT   |          |          |         |       |  |
|                              | 1 10106010 42221      |        | GenFleet          | FUEL       |            | 5,000.00      |          |          |         |       |  |
|                              | 2 20106010 42221      |        | MVHFleet          | FUEL       |            | 4,220.20      |          |          |         |       |  |
|                              |                       |        |                   |            |            |               | 9,220.20 |          |         |       |  |
|                              |                       |        |                   |            |            | CHECK TOTAL   | 9,220.20 |          |         |       |  |
| 3718                         | HD Supply Inc         | 0000   | 22201263          | EFT        | 11/26/2023 | INV00179593   |          | 76824    | 81033   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT   |          |          |         |       |  |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP |            |            | 184.61        |          |          |         |       |  |
|                              |                       |        |                   |            |            |               | 184.61   |          |         |       |  |
| 3718                         | HD Supply Inc         | 0000   | 22201263          | EFT        | 11/26/2023 | INV00179709   |          | 76825    | 81034   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT   |          |          |         |       |  |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP |            |            | 882.87        |          |          |         |       |  |
|                              |                       |        |                   |            |            |               | 882.87   |          |         |       |  |
| 3718                         | HD Supply Inc         | 0000   | 22201263          | EFT        | 11/26/2023 | INV00179778   |          | 76826    | 81035   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT   |          |          |         |       |  |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP |            |            | 669.33        |          |          |         |       |  |
|                              |                       |        |                   |            |            |               | 669.33   |          |         |       |  |
| 3718                         | HD Supply Inc         | 0000   | 22201263          | EFT        | 12/01/2023 | INV00182854   |          | 76827    | 81036   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT   |          |          |         |       |  |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP |            |            | 26.00         |          |          |         |       |  |
|                              |                       |        |                   |            |            |               | 26.00    |          |         |       |  |
|                              |                       |        |                   |            |            | CHECK TOTAL   | 1,762.81 |          |         |       |  |
| 4358                         | HEATH (TENANT), KRIST | 0000   |                   | INV        | 01/05/2024 | 76899         |          | 76899    | 81113   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT   |          |          |         |       |  |
|                              | 1 60600000 34900      |        | Sew               | USERFEES   |            | 18.57         |          |          |         |       |  |
|                              |                       |        |                   |            |            |               | 18.57    |          |         |       |  |
|                              |                       |        |                   |            |            | CHECK TOTAL   | 18.57    |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |                | APCash |            |          |            |                |          |          |         |       |
|------------------------------|-----------------------|----------------|--------|------------|----------|------------|----------------|----------|----------|---------|-------|
| VENDOR                       |                       |                | REMIT  | PO         | TYPE     | DUE DATE   | INVOICE        | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 3361                         | Heritage Landscape Su |                | 0000   |            | EFT      | 12/01/2023 | 0013082227-001 |          | 76638    | 80816   |       |
|                              | ACCOUNT DETAIL        |                |        |            |          |            | LINE AMOUNT    |          |          |         |       |
|                              | 1                     | 20109011 42200 |        | MVHPWStr   | OPERSUP  |            |                | 701.07   |          |         |       |
|                              |                       |                |        |            |          |            |                |          |          |         |       |
| 3361                         | Heritage Landscape Su |                | 0000   |            | EFT      | 12/01/2023 | 0013082227-002 |          | 76639    | 80817   |       |
|                              | ACCOUNT DETAIL        |                |        |            |          |            | LINE AMOUNT    |          |          |         |       |
|                              | 1                     | 20109011 42200 |        | MVHPWStr   | OPERSUP  |            |                | 238.05   |          |         |       |
|                              |                       |                |        |            |          |            |                |          |          |         |       |
| 3361                         | Heritage Landscape Su |                | 0000   | 22300945   | EFT      | 12/01/2023 | 0012718279-001 |          | 76831    | 81041   |       |
|                              | ACCOUNT DETAIL        |                |        |            |          |            | LINE AMOUNT    |          |          |         |       |
|                              | 1                     | 10109013 42200 |        | GenPWParks | OPERSUP  |            |                | 2,089.80 |          |         |       |
|                              |                       |                |        |            |          |            |                |          |          |         |       |
| 3361                         | Heritage Landscape Su |                | 0000   |            | EFT      | 11/10/2023 | 0012818248-001 |          | 76951    | 81169   |       |
|                              | ACCOUNT DETAIL        |                |        |            |          |            | LINE AMOUNT    |          |          |         |       |
|                              | 1                     | 10109012 42200 |        | GenPWBuid  | OPERSUP  |            |                | -893.92  |          |         |       |
|                              |                       |                |        |            |          |            |                |          |          |         |       |
|                              |                       |                |        |            |          |            | CHECK TOTAL    | -893.92  |          |         |       |
|                              |                       |                |        |            |          |            |                | 2,135.00 |          |         |       |
| 4337                         | HOFMANN, JOHN P.      |                | 0000   |            | INV      | 01/05/2024 | 76878          |          | 76878    | 81092   |       |
|                              | ACCOUNT DETAIL        |                |        |            |          |            | LINE AMOUNT    |          |          |         |       |
|                              | 1                     | 60600000 34900 |        | Sew        | USERFEES |            |                | 94.45    |          |         |       |
|                              |                       |                |        |            |          |            |                |          |          |         |       |
|                              |                       |                |        |            |          |            | CHECK TOTAL    | 94.45    |          |         |       |
|                              |                       |                |        |            |          |            |                | 94.45    |          |         |       |
|                              |                       |                |        |            |          |            |                |          |          |         |       |
| 1274                         | Hood's Gardens, Inc.  |                | 0000   |            | EFT      | 12/22/2023 | 54520          |          | 76437    | 80599   |       |
|                              | ACCOUNT DETAIL        |                |        |            |          |            | LINE AMOUNT    |          |          |         |       |
|                              | 1                     | 10109012 42200 |        | GenPWBuid  | OPERSUP  |            |                | 1,835.00 |          |         |       |
|                              |                       |                |        |            |          |            |                |          |          |         |       |
|                              |                       |                |        |            |          |            | CHECK TOTAL    | 1,835.00 |          |         |       |
|                              |                       |                |        |            |          |            |                | 1,835.00 |          |         |       |
|                              |                       |                |        |            |          |            |                |          |          |         |       |
| 1412                         | Hoosier Fire Equipmen |                | 0000   |            | EFT      | 12/02/2023 | 117915         |          | 76405    | 80566   |       |
|                              | ACCOUNT DETAIL        |                |        |            |          |            | LINE AMOUNT    |          |          |         |       |
|                              | 1                     | 10105015 42231 |        | GenSafeTr  | UNIFORMS |            |                | 581.55   |          |         |       |
|                              |                       |                |        |            |          |            |                |          |          |         |       |
|                              |                       |                |        |            |          |            | CHECK TOTAL    | 581.55   |          |         |       |
|                              |                       |                |        |            |          |            |                | 581.55   |          |         |       |
|                              |                       |                |        |            |          |            |                |          |          |         |       |



## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |                   |           |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE           | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 3229                         | Howard Asphalt LLC    | 0000   | 22200963   | EFT        | 01/04/2024 | Pay#10-22-1 FINAL |           | 76823    | 81032   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT       |           |          |         |       |
|                              | 1 25904010 44200      |        | WHLTXENG   | INFRSTR    |            | 13,241.12         |           |          |         |       |
|                              | 2 20204010 44200      |        | LRS - ENG  | INFRSTR    |            | 428.45            |           |          |         |       |
|                              | 3 25904010 44200      |        | WHLTXENG   | INFRSTR    |            | 1,879.38          |           |          |         |       |
|                              | 4 42224010 44920      |        | 2021 GO EN | CAPEXP     |            | 3,829.90          |           |          |         |       |
|                              |                       |        |            |            |            |                   | 19,378.85 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL       | 19,378.85 |          |         |       |
| 4330                         | HUSON, KRISTINA & PAU | 0000   |            | INV        | 01/05/2024 | 76871             |           | 76871    | 81085   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT       |           |          |         |       |
|                              | 1 60600000 34900      |        | Sew        | USERFEES   |            | 32.00             |           |          |         |       |
|                              |                       |        |            |            |            |                   | 32.00     |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL       | 32.00     |          |         |       |
| 406                          | Indiana State Treasur | 0000   |            | INV        | 11/26/2023 | 23ISDT-1586       |           | 76607    | 80782   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT       |           |          |         |       |
|                              | 1 10108015 43200      |        | GenPDSpprt | COMMTRANS  |            | 40.00             |           |          |         |       |
|                              |                       |        |            |            |            |                   | 40.00     |          |         |       |
| 406                          | Indiana State Treasur | 0000   |            | INV        | 01/17/2024 | 24ISDT-0053       |           | 76612    | 80787   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT       |           |          |         |       |
|                              | 1 10108015 43100      |        | GenPDSpprt | PROSERVICE |            | 650.00            |           |          |         |       |
|                              |                       |        |            |            |            |                   | 650.00    |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL       | 690.00    |          |         |       |
| 2399                         | Indiana Testing Inc   | 0000   |            | EFT        | 11/05/2023 | 87662             |           | 76699    | 80886   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT       |           |          |         |       |
|                              | 1 10109013 43100      |        | GenPWParks | PROSERVICE |            | 520.00            |           |          |         |       |
|                              |                       |        |            |            |            |                   | 520.00    |          |         |       |
| 2399                         | Indiana Testing Inc   | 0000   |            | EFT        | 12/20/2023 | 92962             |           | 76700    | 80887   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT       |           |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuidl | PROSERVICE |            | 99.00             |           |          |         |       |
|                              |                       |        |            |            |            |                   | 99.00     |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL       | 619.00    |          |         |       |
| 2393                         | Indianapolis Airport  | 0000   | 22300490   | EFT        | 01/01/2024 | 23223749          |           | 247623   | 80857   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT       |           |          |         |       |
|                              | 1 27070000 43100      |        | ParkImpact | PROSERVICE |            | 4,880.18          |           |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |           |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
|                              |                       |        |            |            |            |             | 4,880.18  |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 4,880.18  |          |         |       |
| 948                          | Integrity Fire Protec | 0000   | 22300025   | EFT        | 11/24/2023 | 10249       |           | 76565    | 80735   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            |             | 456.00    |          |         |       |
|                              |                       |        |            |            |            |             | 456.00    |          |         |       |
| 948                          | Integrity Fire Protec | 0000   | 22300025   | EFT        | 11/24/2023 | 10250       |           | 76566    | 80736   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            |             | 542.00    |          |         |       |
|                              |                       |        |            |            |            |             | 542.00    |          |         |       |
| 948                          | Integrity Fire Protec | 0000   | 22300025   | EFT        | 11/24/2023 | 10251       |           | 76568    | 80738   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            |             | 344.00    |          |         |       |
|                              |                       |        |            |            |            |             | 344.00    |          |         |       |
| 948                          | Integrity Fire Protec | 0000   | 22300025   | EFT        | 11/24/2023 | 10252       |           | 76569    | 80739   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            |             | 549.00    |          |         |       |
|                              |                       |        |            |            |            |             | 549.00    |          |         |       |
| 948                          | Integrity Fire Protec | 0000   | 22300931   | EFT        | 11/22/2023 | 10245       |           | 76571    | 80741   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            |             | 7,142.77  |          |         |       |
|                              |                       |        |            |            |            |             | 7,142.77  |          |         |       |
| 948                          | Integrity Fire Protec | 0000   | 22301193   | EFT        | 12/28/2023 | 10256       |           | 76689    | 80875   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            |             | 9,960.00  |          |         |       |
|                              |                       |        |            |            |            |             | 9,960.00  |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 18,993.77 |          |         |       |
| 2751                         | J.B. Poindexter & Co. | 0000   |            | EFT        | 01/05/2024 | S450007379  |           | 76826    | 81026   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20106010 42200      |        | MVHFleet   | OPERSUP    |            |             | 744.00    |          |         |       |
|                              |                       |        |            |            |            |             | 744.00    |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 744.00    |          |         |       |
| 4360                         | Jacob Wormuth         | 0000   |            | INV        | 01/05/2024 | 76901       |           | 76901    | 81115   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60600000 34900      |        | Sew        | USERFEES   |            |             | 322.43    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash           |          |          |            |             |           |          |         |       |
|------------------------------|-----------------------|------------------|----------|----------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT            | PO       | TYPE     | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
|                              |                       |                  |          |          |            |             | 322.43    |          |         |       |
|                              |                       |                  |          |          |            | CHECK TOTAL | 322.43    |          |         |       |
| 4339                         | James Henry & Elizabe | 0000             |          | INV      | 01/05/2024 | 76880       |           | 76880    | 81094   |       |
|                              | ACCOUNT DETAIL        |                  |          |          |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60600000 34900      | Sew              |          | USERFEES |            |             | 159.16    |          |         |       |
|                              |                       |                  |          |          |            | CHECK TOTAL | 159.16    |          |         |       |
|                              |                       |                  |          |          |            |             | 159.16    |          |         |       |
|                              |                       |                  |          |          |            |             | 159.16    |          |         |       |
| 2417                         | Javelina Construction | 0000             | 22301202 | EFT      | 10/16/2023 | 2023-10055  |           | 76625    | 80801   |       |
|                              | ACCOUNT DETAIL        |                  |          |          |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      | LRSPWSTRTOPERSUP |          |          |            |             | 6,000.00  |          |         |       |
|                              |                       |                  |          |          |            |             | 6,000.00  |          |         |       |
| 2417                         | Javelina Construction | 0000             | 22301235 | EFT      | 10/09/2023 | 2023-10016  |           | 76644    | 80825   |       |
|                              | ACCOUNT DETAIL        |                  |          |          |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      | LRSPWSTRTOPERSUP |          |          |            |             | 3,600.00  |          |         |       |
|                              |                       |                  |          |          |            |             | 3,600.00  |          |         |       |
| 2417                         | Javelina Construction | 0000             | 22301300 | EFT      | 09/05/2023 | 2023-9788   |           | 76787    | 80977   |       |
|                              | ACCOUNT DETAIL        |                  |          |          |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      | LRSPWSTRTOPERSUP |          |          |            |             | 3,600.00  |          |         |       |
|                              |                       |                  |          |          |            |             | 3,600.00  |          |         |       |
| 2417                         | Javelina Construction | 0000             | 22301279 | EFT      | 11/28/2023 | 2023-10310  |           | 76815    | 81010   |       |
|                              | ACCOUNT DETAIL        |                  |          |          |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      | LRSPWSTRTOPERSUP |          |          |            |             | 6,000.00  |          |         |       |
|                              |                       |                  |          |          |            |             | 6,000.00  |          |         |       |
|                              |                       |                  |          |          |            | CHECK TOTAL | 19,200.00 |          |         |       |
| 3256                         | Jeffery Meyer         | 0000             |          | EFT      | 10/28/2023 | 040754      |           | 76438    | 80601   |       |
|                              | ACCOUNT DETAIL        |                  |          |          |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10106010 42200      | GenFleet         |          | OPERSUP  |            |             | 11.49     |          |         |       |
|                              |                       |                  |          |          |            |             | 11.49     |          |         |       |
| 3256                         | Jeffery Meyer         | 0000             |          | EFT      | 12/16/2023 | 041118      |           | 76511    | 80678   |       |
|                              | ACCOUNT DETAIL        |                  |          |          |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10103011 42200      | GenPI            |          | OPERSUP  |            |             | 205.65    |          |         |       |
|                              |                       |                  |          |          |            |             | 205.65    |          |         |       |
| 3256                         | Jeffery Meyer         | 0000             |          | EFT      | 12/21/2023 | 041162      |           | 76674    | 80862   |       |
|                              | ACCOUNT DETAIL        |                  |          |          |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60606010 42200      | SewFleet         |          | OPERSUP  |            |             | 341.58    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |          |            |            |             | AMOUNT | DOCUMENT | VOUCHER | CHECK |
|------------------------------|------------------|--------|----------|------------|------------|-------------|--------|----------|---------|-------|
| VENDOR                       |                  | REMIT  | PO       | TYPE       | DUE DATE   | INVOICE     |        |          |         |       |
| 3256                         | Jeffery Meyer    | 0000   |          | EFT        | 12/17/2023 | 041132      | 341.58 | 76675    | 80863   |       |
|                              | ACCOUNT DETAIL   |        |          |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 60606010 42200 |        | SewFleet | OPERSUP    |            | 4.13        |        |          |         |       |
|                              |                  |        |          |            |            |             | 4.13   |          |         |       |
| 3256                         | Jeffery Meyer    | 0000   |          | EFT        | 12/15/2023 | 041092      |        | 76691    | 80878   |       |
|                              | ACCOUNT DETAIL   |        |          |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10106010 43100 |        | GenFleet | PROSERVICE |            | 97.65       |        |          |         |       |
|                              |                  |        |          |            |            |             | 97.65  |          |         |       |
| 3256                         | Jeffery Meyer    | 0000   |          | EFT        | 12/30/2023 | 041209      |        | 76741    | 80931   |       |
|                              | ACCOUNT DETAIL   |        |          |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10106010 42200 |        | GenFleet | OPERSUP    |            | 198.37      |        |          |         |       |
|                              |                  |        |          |            |            |             | 198.37 |          |         |       |
| 3256                         | Jeffery Meyer    | 0000   |          | EFT        | 12/20/2023 | 041142      |        | 76742    | 80932   |       |
|                              | ACCOUNT DETAIL   |        |          |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10106010 42200 |        | GenFleet | OPERSUP    |            | 77.91       |        |          |         |       |
|                              |                  |        |          |            |            |             | 77.91  |          |         |       |
| 3256                         | Jeffery Meyer    | 0000   |          | EFT        | 12/15/2023 | 041095      |        | 76744    | 80934   |       |
|                              | ACCOUNT DETAIL   |        |          |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10106010 42200 |        | GenFleet | OPERSUP    |            | 35.26       |        |          |         |       |
|                              |                  |        |          |            |            |             | 35.26  |          |         |       |
| 3256                         | Jeffery Meyer    | 0000   |          | EFT        | 12/20/2023 | 041138      |        | 76746    | 80936   |       |
|                              | ACCOUNT DETAIL   |        |          |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10103011 42200 |        | GenPI    | OPERSUP    |            | 126.36      |        |          |         |       |
|                              |                  |        |          |            |            |             | 126.36 |          |         |       |
| 3256                         | Jeffery Meyer    | 0000   |          | EFT        | 12/21/2023 | 041165      |        | 76747    | 80937   |       |
|                              | ACCOUNT DETAIL   |        |          |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10106010 42200 |        | GenFleet | OPERSUP    |            | 4.13        |        |          |         |       |
|                              |                  |        |          |            |            |             | 4.13   |          |         |       |
| 3256                         | Jeffery Meyer    | 0000   |          | EFT        | 12/30/2023 | 041210      |        | 76748    | 80938   |       |
|                              | ACCOUNT DETAIL   |        |          |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10106010 42200 |        | GenFleet | OPERSUP    |            | 229.67      |        |          |         |       |
|                              |                  |        |          |            |            |             | 229.67 |          |         |       |
| 3256                         | Jeffery Meyer    | 0000   |          | EFT        | 12/15/2023 | 041110      |        | 76754    | 80944   |       |
|                              | ACCOUNT DETAIL   |        |          |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 62606010 42200 |        | SWFleet  | OPERSUP    |            | 23.10       |        |          |         |       |
|                              |                  |        |          |            |            |             | 23.10  |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                |          |       | APCash |          |            |            |             |           |          |         |       |
|------------------------------|----------------|----------|-------|--------|----------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                |          |       | REMIT  | PO       | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 3256                         | Jeffery Meyer  |          |       | 0000   |          | EFT        | 12/22/2023 | 041170      |           | 76755    | 80945   |       |
|                              | ACCOUNT DETAIL |          |       |        |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1              | 62606010 | 42200 |        | SWFleet  | OPERSUP    |            |             | 10.27     |          |         |       |
|                              |                |          |       |        |          |            |            |             | 10.27     |          |         |       |
| 3256                         | Jeffery Meyer  |          |       | 0000   |          | EFT        | 12/20/2023 | 041135      |           | 76756    | 80946   |       |
|                              | ACCOUNT DETAIL |          |       |        |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1              | 10106010 | 42200 |        | GenFleet | OPERSUP    |            |             | 1,022.52  |          |         |       |
|                              |                |          |       |        |          |            |            |             | 1,022.52  |          |         |       |
| 3256                         | Jeffery Meyer  |          |       | 0000   |          | EFT        | 12/30/2023 | 041203      |           | 76757    | 80947   |       |
|                              | ACCOUNT DETAIL |          |       |        |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1              | 10106010 | 42200 |        | GenFleet | OPERSUP    |            |             | 44.01     |          |         |       |
|                              |                |          |       |        |          |            |            |             | 44.01     |          |         |       |
| 3256                         | Jeffery Meyer  |          |       | 0000   |          | EFT        | 12/15/2023 | 041096      |           | 76762    | 80952   |       |
|                              | ACCOUNT DETAIL |          |       |        |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1              | 10106010 | 42200 |        | GenFleet | OPERSUP    |            |             | 33.28     |          |         |       |
|                              |                |          |       |        |          |            |            |             | 33.28     |          |         |       |
| 3256                         | Jeffery Meyer  |          |       | 0000   |          | EFT        | 12/30/2023 | 041202      |           | 76764    | 80954   |       |
|                              | ACCOUNT DETAIL |          |       |        |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1              | 10106010 | 43100 |        | GenFleet | PROSERVICE |            |             | 306.48    |          |         |       |
|                              |                |          |       |        |          |            |            |             | 306.48    |          |         |       |
| 3256                         | Jeffery Meyer  |          |       | 0000   |          | EFT        | 12/29/2023 | 041189      |           | 76765    | 80955   |       |
|                              | ACCOUNT DETAIL |          |       |        |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1              | 10106010 | 43100 |        | GenFleet | PROSERVICE |            |             | 90.34     |          |         |       |
|                              |                |          |       |        |          |            |            |             | 90.34     |          |         |       |
| 3256                         | Jeffery Meyer  |          |       | 0000   |          | EFT        | 12/20/2023 | 041144      |           | 76766    | 80956   |       |
|                              | ACCOUNT DETAIL |          |       |        |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1              | 10106010 | 43100 |        | GenFleet | PROSERVICE |            |             | 92.43     |          |         |       |
|                              |                |          |       |        |          |            |            |             | 92.43     |          |         |       |
| 3256                         | Jeffery Meyer  |          |       | 0000   | 22301259 | EFT        | 12/20/2023 | 11202023    |           | 76769    | 80959   |       |
|                              | ACCOUNT DETAIL |          |       |        |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1              | 10106010 | 42200 |        | GenFleet | OPERSUP    |            |             | 12,192.62 |          |         |       |
|                              | 2              | 10106010 | 43100 |        | GenFleet | PROSERVICE |            |             | 3,811.98  |          |         |       |
|                              | 3              | 20106010 | 42200 |        | MVHFleet | OPERSUP    |            |             | 3,865.24  |          |         |       |
|                              | 4              | 60606010 | 42200 |        | SewFleet | OPERSUP    |            |             | 73.10     |          |         |       |
|                              | 5              | 62606010 | 42200 |        | SWFleet  | OPERSUP    |            |             | 3,975.44  |          |         |       |
|                              |                |          |       |        |          |            |            |             | 23,918.38 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |           |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
| 3256                         | Jeffery Meyer         | 0000   |            | EFT        | 12/27/2023 | 041181      |           | 76821    | 81030   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 20106010 43100      |        | MVHFleet   | PROSERVICE |            | 54.65       |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 54.65     |          |         |       |  |
| 3256                         | Jeffery Meyer         | 0000   |            | EFT        | 01/01/2024 | 041213      |           | 76822    | 81031   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10106010 42200      |        | GenFleet   | OPERSUP    |            | 21.29       |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 21.29     |          |         |       |  |
| 3256                         | Jeffery Meyer         | 0000   |            | EFT        | 12/29/2023 | 041196      |           | 76861    | 81067   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10105014 42200      |        | GenSpecOps | OPERSUP    |            | 15.94       |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 15.94     |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 26,964.89 |          |         |       |  |
| 4380                         | JENKINS, STEPHEN      | 0000   |            | INV        | 01/05/2024 | 76921       |           | 76921    | 81135   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 60600000 34900      |        | Sew        | USERFEES   |            | 79.58       |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 79.58     |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 79.58     |          |         |       |  |
| 4351                         | John & Nicole Lawrenc | 0000   |            | INV        | 01/05/2024 | 76892       |           | 76892    | 81106   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 60600000 34900      |        | Sew        | USERFEES   |            | 79.58       |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 79.58     |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 79.58     |          |         |       |  |
| 4336                         | John Glenn            | 0000   |            | INV        | 01/05/2024 | 76877       |           | 76877    | 81091   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 60600000 34900      |        | Sew        | USERFEES   |            | 119.37      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 119.37    |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 119.37    |          |         |       |  |
| 4315                         | Justin Longerich      | 0000   |            | EFT        | 12/22/2023 | 200         |           | 76350    | 80510   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10105015 43100      |        | GenSafeTr  | PROSERVICE |            | 1,200.00    |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 1,200.00  |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 1,200.00  |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |                |           |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|----------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE        | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 4353                         | KINARD, DAVID & HEATH | 0000   |            | INV        | 01/05/2024 | 76894          |           | 76894    | 81108   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 60600000 34900      |        | Sew        | USERFEES   |            | 82.23          |           |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL    | 82.23     |          |         |       |
|                              |                       |        |            |            |            |                | 82.23     |          |         |       |
| 150                          | Kirby Risk Corporatio | 0000   |            | EFT        | 11/30/2023 | S210033705.001 |           | 76413    | 80574   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 297.36         |           |          |         |       |
|                              |                       |        |            |            |            |                | 297.36    |          |         |       |
| 150                          | Kirby Risk Corporatio | 0000   |            | EFT        | 11/30/2023 | S210047916.003 |           | 76414    | 80576   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 146.60         |           |          |         |       |
|                              |                       |        |            |            |            |                | 146.60    |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL    | 443.96    |          |         |       |
|                              |                       |        |            |            |            |                | 443.96    |          |         |       |
| 117                          | Kleen-It Group, Inc   | 0000   |            | EFT        | 11/04/2023 | 84463          |           | 75900    | 79970   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10108012 43100      |        | GenPatrol  | PROSERVICE |            | 200.00         |           |          |         |       |
|                              |                       |        |            |            |            |                | 200.00    |          |         |       |
| 117                          | Kleen-It Group, Inc   | 0000   | 22300142   | EFT        | 12/15/2023 | 84676          |           | 76830    | 81039   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            | 39,448.50      |           |          |         |       |
|                              |                       |        |            |            |            |                | 39,448.50 |          |         |       |
| 117                          | Kleen-It Group, Inc   | 0000   | 22300142   | EFT        | 12/15/2023 | 84677          |           | 76834    | 81044   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            | 1,080.00       |           |          |         |       |
|                              |                       |        |            |            |            |                | 1,080.00  |          |         |       |
| 117                          | Kleen-It Group, Inc   | 0000   | 22300142   | EFT        | 12/15/2023 | 84678          |           | 76835    | 81045   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            | 1,078.00       |           |          |         |       |
|                              |                       |        |            |            |            |                | 1,078.00  |          |         |       |
| 117                          | Kleen-It Group, Inc   | 0000   | 22300142   | EFT        | 12/15/2023 | 84679          |           | 76836    | 81046   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            | 1,500.00       |           |          |         |       |
|                              |                       |        |            |            |            |                | 1,500.00  |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL    | 43,306.50 |          |         |       |
|                              |                       |        |            |            |            |                | 43,306.50 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |           |          | APCash     |            |               |          |          |         |       |
|------------------------------|-----------------------|-----------|----------|------------|------------|---------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT     | PO       | TYPE       | DUE DATE   | INVOICE       | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 4326                         | KNOBLAUCH, MATTHEW &  | 0000      |          | INV        | 01/05/2024 | 76867         |          | 76867    | 81080   |       |
|                              | ACCOUNT DETAIL        |           |          |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 62600000 34900      | SW        |          | USERFEES   |            | 359.64        |          |          |         |       |
|                              |                       |           |          |            |            |               | 359.64   |          |         |       |
|                              |                       |           |          |            |            | CHECK TOTAL   | 359.64   |          |         |       |
| 975                          | Knox Associates Inc   | 0000      | 22300982 | EFT        | 12/16/2023 | INV-KA-240530 |          | 76733    | 80922   |       |
|                              | ACCOUNT DETAIL        |           |          |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 10101012 43100      | GenBSG    |          | PROSERVICE |            | 2,749.00      |          |          |         |       |
|                              |                       |           |          |            |            |               | 2,749.00 |          |         |       |
|                              |                       |           |          |            |            | CHECK TOTAL   | 2,749.00 |          |         |       |
| 4324                         | KOENIG, NANCY E       | 0000      |          | INV        | 01/05/2024 | 76864         |          | 76864    | 81075   |       |
|                              | ACCOUNT DETAIL        |           |          |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 62600000 34900      | SW        |          | USERFEES   |            | 264.41        |          |          |         |       |
|                              | 2 62600000 34900      | SW        |          | USERFEES   |            | 690.16        |          |          |         |       |
|                              |                       |           |          |            |            |               | 954.57   |          |         |       |
|                              |                       |           |          |            |            | CHECK TOTAL   | 954.57   |          |         |       |
| 1490                         | Jared Koopman         | 0000      |          | INV        | 12/26/2023 | F23-034       |          | 76600    | 80775   |       |
|                              | ACCOUNT DETAIL        |           |          |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 10108012 43200      | GenPatrol |          | COMMTRANS  |            | 131.00        |          |          |         |       |
|                              |                       |           |          |            |            |               | 131.00   |          |         |       |
|                              |                       |           |          |            |            | CHECK TOTAL   | 131.00   |          |         |       |
| 4366                         | KRAAY, ZACHARY & GRAC | 0000      |          | INV        | 01/05/2024 | 76907         |          | 76907    | 81121   |       |
|                              | ACCOUNT DETAIL        |           |          |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 60600000 34900      | Sew       |          | USERFEES   |            | 31.00         |          |          |         |       |
|                              |                       |           |          |            |            |               | 31.00    |          |         |       |
|                              |                       |           |          |            |            | CHECK TOTAL   | 31.00    |          |         |       |
| 2691                         | Kyle Griffith         | 0000      |          | INV        | 12/26/2023 | F23-034       |          | 76597    | 80766   |       |
|                              | ACCOUNT DETAIL        |           |          |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 10108012 43200      | GenPatrol |          | COMMTRANS  |            | 131.00        |          |          |         |       |
|                              |                       |           |          |            |            |               | 131.00   |          |         |       |
|                              |                       |           |          |            |            | CHECK TOTAL   | 131.00   |          |         |       |



## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                       |      |            |             |          |          |         |       |
|------------------------------|-----------------------|--------|-----------------------|------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO                    | TYPE | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 3725                         | Kyle Rader            | 0000   | 22300846              | EFT  | 12/20/2023 | 231101      |          | 76581    | 80752   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 20209011 43100      |        | LRSPWSTRTPROSERVICE   |      |            | 3,062.50    |          |          |         |       |
|                              |                       |        |                       |      |            |             | 3,062.50 |          |         |       |
|                              |                       |        |                       |      |            | CHECK TOTAL | 3,062.50 |          |         |       |
| 3966                         | Laboratory Corporatio | 0000   |                       | EFT  | 01/02/2024 | 78408981    |          | 76815    | 81014   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 27055058 43100      |        | GRTSHD PROSERVICE     |      |            | 375.00      |          |          |         |       |
|                              |                       |        |                       |      |            |             | 375.00   |          |         |       |
|                              |                       |        |                       |      |            | CHECK TOTAL | 375.00   |          |         |       |
| 221                          | Language Line Service | 0000   |                       | EFT  | 12/30/2023 | 11161204    |          | 76743    | 80933   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 21205058 43100      |        | CHD PROSERVICE        |      |            | 2.96        |          |          |         |       |
|                              |                       |        |                       |      |            |             | 2.96     |          |         |       |
|                              |                       |        |                       |      |            | CHECK TOTAL | 2.96     |          |         |       |
| 4359                         | Leah Wagoner          | 0000   |                       | INV  | 01/05/2024 | 76900       |          | 76900    | 81114   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60600000 34900      |        | Sew USERFEES          |      |            | 39.75       |          |          |         |       |
|                              |                       |        |                       |      |            |             | 39.75    |          |         |       |
|                              |                       |        |                       |      |            | CHECK TOTAL | 39.75    |          |         |       |
| 936                          | Lehman's Inc of Ander | 0000   | 22301301              | EFT  | 11/06/2023 | 18289       |          | 76786    | 80976   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild PROSERVICE |      |            | 5,404.50    |          |          |         |       |
|                              |                       |        |                       |      |            |             | 5,404.50 |          |         |       |
|                              |                       |        |                       |      |            | CHECK TOTAL | 5,404.50 |          |         |       |
| 218                          | Lifeline Data Centers | 0000   | 22300660              | EFT  | 12/31/2023 | 34450       |          | 76799    | 80990   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10106050 43100      |        | GenIT PROSERVICE      |      |            | 2,489.93    |          |          |         |       |
|                              | 2 60606050 43100      |        | SewIT PROSERVICE      |      |            | 311.24      |          |          |         |       |
|                              | 3 62606050 43100      |        | SWIT PROSERVICE       |      |            | 311.24      |          |          |         |       |
|                              |                       |        |                       |      |            |             | 3,112.41 |          |         |       |
|                              |                       |        |                       |      |            | CHECK TOTAL | 3,112.41 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |              |        |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|--------------|--------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE      | AMOUNT | DOCUMENT | VOUCHER | CHECK |  |
| 289                          | Macallister Machinery | 0000   |            | EFT        | 12/07/2023 | R64548077302 |        | 76426    | 80588   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |        |          |         |       |  |
|                              | 1 10109013 43100      |        | GenPWParks | PROSERVICE |            | 125.00       |        |          |         |       |  |
|                              |                       |        |            |            |            |              | 125.00 |          |         |       |  |
| 289                          | Macallister Machinery | 0000   |            | EFT        | 12/08/2023 | R64552290302 |        | 76427    | 80589   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |        |          |         |       |  |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            | 419.00       |        |          |         |       |  |
|                              |                       |        |            |            |            |              | 419.00 |          |         |       |  |
| 289                          | Macallister Machinery | 0000   |            | EFT        | 12/28/2023 | S7759318     |        | 76621    | 80797   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |        |          |         |       |  |
|                              | 1 20106010 43100      |        | MVHFleet   | PROSERVICE |            | 161.50       |        |          |         |       |  |
|                              |                       |        |            |            |            |              | 161.50 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL  | 705.50 |          |         |       |  |
| 4185                         | Marathon Sportswear I | 0000   |            | EFT        | 07/31/2023 | 80644        |        | 76314    | 80471   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |        |          |         |       |  |
|                              | 1 27807010 43909      |        | CPP        | Other      |            | 546.80       |        |          |         |       |  |
|                              |                       |        |            |            |            |              | 546.80 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL  | 546.80 |          |         |       |  |
| 4346                         | Marguerite Tully      | 0000   |            | INV        | 01/05/2024 | 76887        |        | 76887    | 81101   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |        |          |         |       |  |
|                              | 1 60600000 34900      |        | Sew        | USERFEES   |            | 39.79        |        |          |         |       |  |
|                              |                       |        |            |            |            |              | 39.79  |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL  | 39.79  |          |         |       |  |
| 4357                         | MARRS, ROBERT & PATRI | 0000   |            | INV        | 01/05/2024 | 76898        |        | 76898    | 81112   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |        |          |         |       |  |
|                              | 1 60600000 34900      |        | Sew        | USERFEES   |            | 40.76        |        |          |         |       |  |
|                              |                       |        |            |            |            |              | 40.76  |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL  | 40.76  |          |         |       |  |
| 242                          | Marshall Best Securit | 0000   |            | EFT        | 11/30/2023 | 0056871-IN   |        | 76302    | 80456   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |        |          |         |       |  |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 537.68       |        |          |         |       |  |
|                              |                       |        |            |            |            |              | 537.68 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL  | 537.68 |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023

DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                        |                |       | APCash    |           |            |             |        |          |         |       |
|------------------------------|------------------------|----------------|-------|-----------|-----------|------------|-------------|--------|----------|---------|-------|
| VENDOR                       |                        |                | REMIT | PO        | TYPE      | DUE DATE   | INVOICE     | AMOUNT | DOCUMENT | VOUCHER | CHECK |
| 4341                         | Mary Kate Starnier & M |                | 0000  |           | INV       | 01/05/2024 | 76882       |        | 76882    | 81096   |       |
|                              | ACCOUNT DETAIL         |                |       |           |           |            | LINE AMOUNT |        |          |         |       |
|                              | 1                      | 60600000 34900 |       | Sew       | USERFEES  |            |             | 55.70  |          |         |       |
|                              |                        |                |       |           |           |            | CHECK TOTAL | 55.70  |          |         |       |
|                              |                        |                |       |           |           |            |             | 55.70  |          |         |       |
| 1737                         | Kevin Matt             |                | 0000  |           | INV       | 12/26/2023 | F23-034     |        | 76605    | 80780   |       |
|                              | ACCOUNT DETAIL         |                |       |           |           |            | LINE AMOUNT |        |          |         |       |
|                              | 1                      | 10108012 43200 |       | GenPatrol | COMMTRANS |            |             | 131.00 |          |         |       |
|                              |                        |                |       |           |           |            | CHECK TOTAL | 131.00 |          |         |       |
|                              |                        |                |       |           |           |            |             | 131.00 |          |         |       |
| 4347                         | Matthew & Jennifer En  |                | 0000  |           | INV       | 01/05/2024 | 76888       |        | 76888    | 81102   |       |
|                              | ACCOUNT DETAIL         |                |       |           |           |            | LINE AMOUNT |        |          |         |       |
|                              | 1                      | 60600000 34900 |       | Sew       | USERFEES  |            |             | 83.55  |          |         |       |
|                              |                        |                |       |           |           |            | CHECK TOTAL | 83.55  |          |         |       |
|                              |                        |                |       |           |           |            |             | 83.55  |          |         |       |
| 4362                         | MCCRACKEN, CHERYL S    |                | 0000  |           | INV       | 01/05/2024 | 76903       |        | 76903    | 81117   |       |
|                              | ACCOUNT DETAIL         |                |       |           |           |            | LINE AMOUNT |        |          |         |       |
|                              | 1                      | 60600000 34900 |       | Sew       | USERFEES  |            |             | 33.03  |          |         |       |
|                              |                        |                |       |           |           |            | CHECK TOTAL | 33.03  |          |         |       |
|                              |                        |                |       |           |           |            |             | 33.03  |          |         |       |
| 4328                         | MCDERMOTT, BRIAN & DO  |                | 0000  |           | INV       | 01/05/2024 | 76869       |        | 76869    | 81083   |       |
|                              | ACCOUNT DETAIL         |                |       |           |           |            | LINE AMOUNT |        |          |         |       |
|                              | 1                      | 62600000 34900 |       | SW        | USERFEES  |            |             | 26.64  |          |         |       |
|                              |                        |                |       |           |           |            | CHECK TOTAL | 26.64  |          |         |       |
|                              |                        |                |       |           |           |            |             | 26.64  |          |         |       |
| 1622                         | Kyle Mcferran          |                | 0000  |           | INV       | 12/26/2023 | F23-034     |        | 76604    | 80779   |       |
|                              | ACCOUNT DETAIL         |                |       |           |           |            | LINE AMOUNT |        |          |         |       |
|                              | 1                      | 10108012 43200 |       | GenPatrol | COMMTRANS |            |             | 131.00 |          |         |       |
|                              |                        |                |       |           |           |            | CHECK TOTAL | 131.00 |          |         |       |
|                              |                        |                |       |           |           |            |             | 131.00 |          |         |       |
|                              |                        |                |       |           |           |            |             | 131.00 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                      | APCash |            |         |            |             |          |          |         |       |  |
|------------------------------|----------------------|--------|------------|---------|------------|-------------|----------|----------|---------|-------|--|
| VENDOR                       |                      | REMIT  | PO         | TYPE    | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 232                          | McMaster-Carr Supply | 0000   |            | EFT     | 12/07/2023 | 17205659    |          | 76425    | 80587   |       |  |
|                              | ACCOUNT DETAIL       |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200     |        | GenPWBuild | OPERSUP |            | 364.06      |          |          |         |       |  |
|                              |                      |        |            |         |            |             | 364.06   |          |         |       |  |
|                              |                      |        |            |         |            | CHECK TOTAL | 364.06   |          |         |       |  |
| 266                          | Menard Inc           | 0000   |            | EFT     | 12/18/2023 | 72181       |          | 76351    | 80511   |       |  |
|                              | ACCOUNT DETAIL       |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10105013 42200     |        | GenLogist  | OPERSUP |            | 31.96       |          |          |         |       |  |
|                              |                      |        |            |         |            |             | 31.96    |          |         |       |  |
| 266                          | Menard Inc           | 0000   |            | EFT     | 10/25/2023 | 69102       |          | 76441    | 80604   |       |  |
|                              | ACCOUNT DETAIL       |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200     |        | GenPWBuild | OPERSUP |            | 1,896.00    |          |          |         |       |  |
|                              |                      |        |            |         |            |             | 1,896.00 |          |         |       |  |
| 266                          | Menard Inc           | 0000   |            | EFT     | 10/25/2023 | 69103       |          | 76442    | 80606   |       |  |
|                              | ACCOUNT DETAIL       |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109013 42200     |        | GenPWParks | OPERSUP |            | 196.16      |          |          |         |       |  |
|                              |                      |        |            |         |            |             | 196.16   |          |         |       |  |
| 266                          | Menard Inc           | 0000   |            | EFT     | 10/27/2023 | 69229       |          | 76444    | 80607   |       |  |
|                              | ACCOUNT DETAIL       |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109013 42200     |        | GenPWParks | OPERSUP |            | 33.48       |          |          |         |       |  |
|                              |                      |        |            |         |            |             | 33.48    |          |         |       |  |
| 266                          | Menard Inc           | 0000   |            | EFT     | 10/28/2023 | 69274       |          | 76445    | 80609   |       |  |
|                              | ACCOUNT DETAIL       |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200     |        | GenPWBuild | OPERSUP |            | 1,483.83    |          |          |         |       |  |
|                              |                      |        |            |         |            |             | 1,483.83 |          |         |       |  |
| 266                          | Menard Inc           | 0000   |            | EFT     | 10/29/2023 | 69328       |          | 76446    | 80610   |       |  |
|                              | ACCOUNT DETAIL       |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200     |        | GenPWBuild | OPERSUP |            | 25.92       |          |          |         |       |  |
|                              |                      |        |            |         |            |             | 25.92    |          |         |       |  |
| 266                          | Menard Inc           | 0000   |            | EFT     | 12/17/2023 | 72104       |          | 76498    | 80664   |       |  |
|                              | ACCOUNT DETAIL       |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200     |        | GenPWBuild | OPERSUP |            | 8.79        |          |          |         |       |  |
|                              |                      |        |            |         |            |             | 8.79     |          |         |       |  |
| 266                          | Menard Inc           | 0000   |            | EFT     | 12/07/2023 | 71531       |          | 76500    | 80666   |       |  |
|                              | ACCOUNT DETAIL       |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200     |        | GenPWBuild | OPERSUP |            | 1,356.00    |          |          |         |       |  |
|                              |                      |        |            |         |            |             | 1,356.00 |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |            |         |            |             |          |          |         |       |  |
|------------------------------|------------------|--------|------------|---------|------------|-------------|----------|----------|---------|-------|--|
| VENDOR                       |                  | REMIT  | PO         | TYPE    | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 266                          | Menard Inc       | 0000   |            | EFT     | 12/17/2023 | 72116       |          | 76501    | 80667   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 9.19        |          |          |         |       |  |
|                              |                  |        |            |         |            |             | 9.19     |          |         |       |  |
| 266                          | Menard Inc       | 0000   |            | EFT     | 12/27/2023 | 72634       |          | 76548    | 80715   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10105015 42200 |        | GenSafeTr  | OPERSUP |            | 158.10      |          |          |         |       |  |
|                              |                  |        |            |         |            |             | 158.10   |          |         |       |  |
| 266                          | Menard Inc       | 0000   |            | EFT     | 12/16/2023 | 72027       |          | 76557    | 80726   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 60609014 42200 |        | SewPWWater | OPERSUP |            | 19.99       |          |          |         |       |  |
|                              |                  |        |            |         |            |             | 19.99    |          |         |       |  |
| 266                          | Menard Inc       | 0000   |            | EFT     | 12/27/2023 | 72626       |          | 76633    | 80811   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 60609014 42200 |        | SewPWWater | OPERSUP |            | 14.36       |          |          |         |       |  |
|                              |                  |        |            |         |            |             | 14.36    |          |         |       |  |
| 266                          | Menard Inc       | 0000   |            | EFT     | 12/08/2023 | 71601       |          | 76805    | 80996   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 60609014 42200 |        | SewPWWater | OPERSUP |            | 35.91       |          |          |         |       |  |
|                              |                  |        |            |         |            |             | 35.91    |          |         |       |  |
| 266                          | Menard Inc       | 0000   |            | EFT     | 12/30/2023 | 72825       |          | 76808    | 80999   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 69.62       |          |          |         |       |  |
|                              |                  |        |            |         |            |             | 69.62    |          |         |       |  |
| 266                          | Menard Inc       | 0000   |            | EFT     | 12/30/2023 | 72840       |          | 76809    | 81001   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 7.68        |          |          |         |       |  |
|                              |                  |        |            |         |            |             | 7.68     |          |         |       |  |
| 266                          | Menard Inc       | 0000   |            | EFT     | 12/31/2023 | 72882       |          | 76813    | 81004   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 23.96       |          |          |         |       |  |
|                              |                  |        |            |         |            |             | 23.96    |          |         |       |  |
| 266                          | Menard Inc       | 0000   |            | EFT     | 01/05/2024 | 73152       |          | 76962    | 81180   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 60609014 42200 |        | SewPWWater | OPERSUP |            | 31.08       |          |          |         |       |  |
|                              |                  |        |            |         |            |             | 31.08    |          |         |       |  |
|                              |                  |        |            |         |            | CHECK TOTAL | 5,402.03 |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |                 |          |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|-----------------|----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE         | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 4082                         | Metronet Systems Hold | 0000   | 22300777   | EFT        | 12/25/2023 | 12-4-2023       |          | 76987    | 81219   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT     |          |          |         |       |  |
|                              | 1 10106050 43100      |        | GenIT      | PROSERVICE |            | 1,654.50        |          |          |         |       |  |
|                              | 2 10106050 43100      |        | GenIT      | PROSERVICE |            | 150.00          |          |          |         |       |  |
|                              |                       |        |            |            |            |                 | 1,804.50 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL     | 1,804.50 |          |         |       |  |
| 434                          | Michael A Reuter Cons | 0000   |            | EFT        | 12/31/2023 | Reuter124       |          | 76697    | 80884   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT     |          |          |         |       |  |
|                              | 1 10101013 43100      |        | GenContr   | PROSERVICE |            | 800.00          |          |          |         |       |  |
|                              | 2 60601013 43100      |        | SewContr   | PROSERVICE |            | 780.00          |          |          |         |       |  |
|                              | 3 62601013 43100      |        | SWContr    | PROSERVICE |            | 800.00          |          |          |         |       |  |
|                              |                       |        |            |            |            |                 | 2,380.00 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL     | 2,380.00 |          |         |       |  |
| 1961                         | Mid-America Sound Cor | 0000   |            | EFT        | 12/16/2023 | 5774            |          | 76271    | 80419   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT     |          |          |         |       |  |
|                              | 1 10107010 43100      |        | GenParks   | PROSERVICE |            | 525.00          |          |          |         |       |  |
|                              |                       |        |            |            |            |                 | 525.00   |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL     | 525.00   |          |         |       |  |
| 3288                         | Midwest Fiber Holding | 0000   | 22201315   | EFT        | 12/31/2023 | E-2312012129211 |          | 76726    | 80915   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT     |          |          |         |       |  |
|                              | 1 10106050 43100      |        | GenIT      | PROSERVICE |            | 1,375.00        |          |          |         |       |  |
|                              | 2 10106050 43100      |        | GenIT      | PROSERVICE |            | 850.00          |          |          |         |       |  |
|                              |                       |        |            |            |            |                 | 2,225.00 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL     | 2,225.00 |          |         |       |  |
| 257                          | Midwest Garage Door S | 0000   |            | EFT        | 12/29/2023 | 32646           |          | 76813    | 81012   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT     |          |          |         |       |  |
|                              | 1 60609014 43100      |        | SewPWWater | PROSERVICE |            | 1,061.00        |          |          |         |       |  |
|                              |                       |        |            |            |            |                 | 1,061.00 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL     | 1,061.00 |          |         |       |  |
| 4348                         | Mike & Carol Kelly    | 0000   |            | INV        | 01/05/2024 | 76889           |          | 76889    | 81103   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT     |          |          |         |       |  |
|                              | 1 60600000 34900      |        | Sew        | USERFEES   |            | 79.58           |          |          |         |       |  |
|                              |                       |        |            |            |            |                 | 79.58    |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                    |      |            |             |           |          |         |       |
|------------------------------|-----------------------|--------|--------------------|------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO                 | TYPE | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
|                              |                       |        |                    |      |            | CHECK TOTAL | 79.58     |          |         |       |
| 331                          | Milestone Contractors | 0000   |                    | EFT  | 12/13/2023 | 164086      |           | 76449    | 80613   |       |
|                              | ACCOUNT DETAIL        |        |                    |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP   |      |            | 77.63       |           |          |         |       |
|                              |                       |        |                    |      |            |             | 77.63     |          |         |       |
| 331                          | Milestone Contractors | 0000   |                    | EFT  | 12/13/2023 | 164103      |           | 76450    | 80614   |       |
|                              | ACCOUNT DETAIL        |        |                    |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP   |      |            | 68.85       |           |          |         |       |
|                              |                       |        |                    |      |            |             | 68.85     |          |         |       |
| 331                          | Milestone Contractors | 0000   | 22301252           | EFT  | 11/30/2023 | 163600      |           | 76794    | 80985   |       |
|                              | ACCOUNT DETAIL        |        |                    |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP   |      |            | 48,653.42   |           |          |         |       |
|                              |                       |        |                    |      |            |             | 48,653.42 |          |         |       |
| 331                          | Milestone Contractors | 0000   | 22301278           | EFT  | 12/20/2023 | 164316      |           | 76795    | 80986   |       |
|                              | ACCOUNT DETAIL        |        |                    |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP   |      |            | 25,538.43   |           |          |         |       |
|                              |                       |        |                    |      |            |             | 25,538.43 |          |         |       |
|                              |                       |        |                    |      |            | CHECK TOTAL | 74,338.33 |          |         |       |
| 4322                         | MOSES, DORIS J.       | 0000   |                    | INV  | 01/05/2024 | 76862       |           | 76862    | 81073   |       |
|                              | ACCOUNT DETAIL        |        |                    |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 62600000 34900      | SW     | USERFEES           |      |            | 8.00        |           |          |         |       |
|                              | 2 62600000 34900      | SW     | USERFEES           |      |            | 384.00      |           |          |         |       |
|                              |                       |        |                    |      |            |             | 392.00    |          |         |       |
|                              |                       |        |                    |      |            | CHECK TOTAL | 392.00    |          |         |       |
| 2626                         | Mountain Glacier LLC  | 0000   |                    | EFT  | 01/04/2024 | 0101589868  |           | 76854    | 81065   |       |
|                              | ACCOUNT DETAIL        |        |                    |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP  |      |            | 91.51       |           |          |         |       |
|                              |                       |        |                    |      |            |             | 91.51     |          |         |       |
|                              |                       |        |                    |      |            | CHECK TOTAL | 91.51     |          |         |       |
| 845                          | Multi Service Technol | 0000   |                    | EFT  | 11/18/2023 | 579-1-50501 |           | 76458    | 80623   |       |
|                              | ACCOUNT DETAIL        |        |                    |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109013 42200      |        | GenPWParks OPERSUP |      |            | 200.00      |           |          |         |       |
|                              |                       |        |                    |      |            |             | 200.00    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023

DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |          |       | APCash |            |            |            |              |        |          |         |       |
|------------------------------|-----------------------|----------|-------|--------|------------|------------|------------|--------------|--------|----------|---------|-------|
| VENDOR                       |                       |          |       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE      | AMOUNT | DOCUMENT | VOUCHER | CHECK |
| 845                          | Multi Service Technol |          |       | 0000   |            | EFT        | 12/03/2023 | 579-1-51045  |        | 76466    | 80632   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT  |        |          |         |       |
|                              | 1                     | 10109013 | 42200 |        | GenPWParks | OPERSUP    |            |              | 199.99 |          |         |       |
|                              |                       |          |       |        |            |            |            |              | 199.99 |          |         |       |
| 845                          | Multi Service Technol |          |       | 0000   |            | EFT        | 12/02/2023 | 991-1-67958  |        | 76558    | 80727   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT  |        |          |         |       |
|                              | 1                     | 62609014 | 42200 |        | SWPWWater  | OPERSUP    |            |              | 170.99 |          |         |       |
|                              |                       |          |       |        |            |            |            |              | 170.99 |          |         |       |
|                              |                       |          |       |        |            |            |            | CHECK TOTAL  | 570.98 |          |         |       |
| 4350                         | Nancy Roth            |          |       | 0000   |            | INV        | 01/05/2024 | 76891        |        | 76891    | 81105   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT  |        |          |         |       |
|                              | 1                     | 60600000 | 34900 |        | Sew        | USERFEES   |            |              | 40.72  |          |         |       |
|                              |                       |          |       |        |            |            |            |              | 40.72  |          |         |       |
|                              |                       |          |       |        |            |            |            | CHECK TOTAL  | 40.72  |          |         |       |
| 903                          | NCH Corporation       |          |       | 0000   |            | EFT        | 11/10/2023 | 8447584      |        | 76452    | 80616   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT  |        |          |         |       |
|                              | 1                     | 10109012 | 43100 |        | GenPWBuid  | PROSERVICE |            |              | 360.00 |          |         |       |
|                              |                       |          |       |        |            |            |            |              | 360.00 |          |         |       |
|                              |                       |          |       |        |            |            |            | CHECK TOTAL  | 360.00 |          |         |       |
| 327                          | Nelson Alarm Inc.     |          |       | 0000   |            | INV        | 12/21/2023 | 23120725     |        | 76685    | 80872   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT  |        |          |         |       |
|                              | 1                     | 21205058 | 43100 |        | CHD        | PROSERVICE |            |              | 150.00 |          |         |       |
|                              | 2                     | 10106050 | 43100 |        | GenIT      | PROSERVICE |            |              | 43.00  |          |         |       |
|                              |                       |          |       |        |            |            |            |              | 193.00 |          |         |       |
|                              |                       |          |       |        |            |            |            | CHECK TOTAL  | 193.00 |          |         |       |
| 4381                         | Nicole Thomas         |          |       | 0000   |            | INV        | 01/05/2024 | 76922        |        | 76922    | 81136   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT  |        |          |         |       |
|                              | 1                     | 60600000 | 34900 |        | Sew        | USERFEES   |            |              | 278.53 |          |         |       |
|                              |                       |          |       |        |            |            |            |              | 278.53 |          |         |       |
|                              |                       |          |       |        |            |            |            | CHECK TOTAL  | 278.53 |          |         |       |
| 3313                         | Nova Healthcare IN LL |          |       | 0000   |            | EFT        | 11/04/2023 | 000002461943 |        | 76698    | 80885   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT  |        |          |         |       |
|                              | 1                     | 20109011 | 43100 |        | MVHPWStr   | PROSERVICE |            |              | 235.18 |          |         |       |



## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                   |          |            |             |          |          |         |       |
|------------------------------|-----------------------|--------|-------------------|----------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO                | TYPE     | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
|                              |                       |        |                   |          |            |             | 235.18   |          |         |       |
|                              |                       |        |                   |          |            | CHECK TOTAL | 235.18   |          |         |       |
| 590                          | Nugent Inc            | 0000   | 22301204          | EFT      | 12/20/2023 | 1464454     |          | 76740    | 80929   |       |
|                              | ACCOUNT DETAIL        |        |                   |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP |          |            |             | 2,052.00 |          |         |       |
|                              |                       |        |                   |          |            |             | 2,052.00 |          |         |       |
|                              |                       |        |                   |          |            | CHECK TOTAL | 2,052.00 |          |         |       |
| 4373                         | NUSSBAUM, JARED & EMI | 0000   |                   | INV      | 01/05/2024 | 76914       |          | 76914    | 81128   |       |
|                              | ACCOUNT DETAIL        |        |                   |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60600000 34900      |        | Sew               | USERFEES |            |             | 93.00    |          |         |       |
|                              |                       |        |                   |          |            |             | 93.00    |          |         |       |
|                              |                       |        |                   |          |            | CHECK TOTAL | 93.00    |          |         |       |
| 335                          | Office Three Sixty In | 0000   |                   | EFT      | 09/16/2023 | 2662386     |          | 76303    | 80457   |       |
|                              | ACCOUNT DETAIL        |        |                   |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild        | OPERSUP  |            |             | 291.51   |          |         |       |
|                              |                       |        |                   |          |            |             | 291.51   |          |         |       |
| 335                          | Office Three Sixty In | 0000   |                   | EFT      | 11/10/2023 | 2709197     |          | 76304    | 80458   |       |
|                              | ACCOUNT DETAIL        |        |                   |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild        | OPERSUP  |            |             | 26.94    |          |         |       |
|                              |                       |        |                   |          |            |             | 26.94    |          |         |       |
| 335                          | Office Three Sixty In | 0000   |                   | EFT      | 09/17/2023 | 2663750     |          | 76305    | 80459   |       |
|                              | ACCOUNT DETAIL        |        |                   |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild        | OPERSUP  |            |             | 30.48    |          |         |       |
|                              |                       |        |                   |          |            |             | 30.48    |          |         |       |
| 335                          | Office Three Sixty In | 0000   |                   | EFT      | 10/11/2023 | 2682938     |          | 76306    | 80460   |       |
|                              | ACCOUNT DETAIL        |        |                   |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild        | OPERSUP  |            |             | 58.39    |          |         |       |
|                              |                       |        |                   |          |            |             | 58.39    |          |         |       |
| 335                          | Office Three Sixty In | 0000   |                   | EFT      | 11/16/2023 | 2714703     |          | 76307    | 80461   |       |
|                              | ACCOUNT DETAIL        |        |                   |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild        | OPERSUP  |            |             | 31.09    |          |         |       |
|                              |                       |        |                   |          |            |             | 31.09    |          |         |       |
| 335                          | Office Three Sixty In | 0000   |                   | EFT      | 12/02/2023 | 2729088     |          | 76453    | 80617   |       |
|                              | ACCOUNT DETAIL        |        |                   |          |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild        | OPERSUP  |            |             | 27.78    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |         |            |                   |          |          |         |       |
|------------------------------|-----------------------|--------|------------|---------|------------|-------------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE    | DUE DATE   | INVOICE           | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
|                              |                       |        |            |         |            |                   | 27.78    |          |         |       |
| 335                          | Office Three Sixty In | 0000   |            | EFT     | 12/15/2023 | 2740851           |          | 76461    | 80627   |       |
|                              | ACCOUNT DETAIL        |        |            |         |            | LINE AMOUNT       |          |          |         |       |
|                              | 1 10101011 42200      |        | GenMayorOf | OPERSUP |            |                   | 118.25   |          |         |       |
|                              |                       |        |            |         |            |                   | 118.25   |          |         |       |
| 335                          | Office Three Sixty In | 0000   |            | EFT     | 12/22/2023 | 2746818           |          | 76563    | 80732   |       |
|                              | ACCOUNT DETAIL        |        |            |         |            | LINE AMOUNT       |          |          |         |       |
|                              | 1 60609014 42200      |        | SewPWWater | OPERSUP |            |                   | 883.99   |          |         |       |
|                              |                       |        |            |         |            |                   | 883.99   |          |         |       |
| 335                          | Office Three Sixty In | 0000   |            | EFT     | 12/29/2023 | 2741126           |          | 76610    | 80785   |       |
|                              | ACCOUNT DETAIL        |        |            |         |            | LINE AMOUNT       |          |          |         |       |
|                              | 1 10108015 42200      |        | GenPDSpprt | OPERSUP |            |                   | 83.00    |          |         |       |
|                              |                       |        |            |         |            |                   | 83.00    |          |         |       |
| 335                          | Office Three Sixty In | 0000   |            | EFT     | 12/27/2023 | 2748773           |          | 76651    | 80833   |       |
|                              | ACCOUNT DETAIL        |        |            |         |            | LINE AMOUNT       |          |          |         |       |
|                              | 1 10101017 42200      |        | GenFndCS   | OPERSUP |            |                   | 186.29   |          |         |       |
|                              |                       |        |            |         |            |                   | 186.29   |          |         |       |
|                              |                       |        |            |         |            | CHECK TOTAL       | 1,737.72 |          |         |       |
| 99995                        | ANTHEM BLUE CROSS BLU | 0000   |            | INV     | 12/03/2023 | FD2023-00004162-1 |          | 76463    | 80629   |       |
|                              | ACCOUNT DETAIL        |        |            |         |            | LINE AMOUNT       |          |          |         |       |
|                              | 1 10105012 36000      |        | GenEMS     | OTHEREV |            |                   | 454.57   |          |         |       |
|                              |                       |        |            |         |            |                   | 454.57   |          |         |       |
|                              |                       |        |            |         |            | CHECK TOTAL       | 454.57   |          |         |       |
| 99995                        | LOIS WINONA MOORE     | 0000   |            | INV     | 12/03/2023 | FD2023-00004615-1 |          | 76465    | 80631   |       |
|                              | ACCOUNT DETAIL        |        |            |         |            | LINE AMOUNT       |          |          |         |       |
|                              | 1 10105012 36000      |        | GenEMS     | OTHEREV |            |                   | 107.14   |          |         |       |
|                              |                       |        |            |         |            |                   | 107.14   |          |         |       |
|                              |                       |        |            |         |            | CHECK TOTAL       | 107.14   |          |         |       |
| 99995                        | PATTY J DAUGHERTY     | 0000   |            | INV     | 12/03/2023 | FD2023-00004498-1 |          | 76464    | 80630   |       |
|                              | ACCOUNT DETAIL        |        |            |         |            | LINE AMOUNT       |          |          |         |       |
|                              | 1 10105012 36000      |        | GenEMS     | OTHEREV |            |                   | 275.00   |          |         |       |
|                              |                       |        |            |         |            |                   | 275.00   |          |         |       |
|                              |                       |        |            |         |            | CHECK TOTAL       | 275.00   |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |       |           | APCash     |            |                   |          |          |         |       |  |
|------------------------------|-----------------------|-------|-----------|------------|------------|-------------------|----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT | PO        | TYPE       | DUE DATE   | INVOICE           | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 99995                        | VIRGINIA E LUZADER    | 0000  |           | INV        | 12/03/2023 | FD2023-00002193-1 |          | 76462    | 80628   |       |  |
|                              | ACCOUNT DETAIL        |       |           |            |            | LINE AMOUNT       |          |          |         |       |  |
|                              | 1 10105012 36000      |       | GenEMS    | OTHEREV    |            | 100.00            |          |          |         |       |  |
|                              |                       |       |           |            |            |                   | 100.00   |          |         |       |  |
|                              |                       |       |           |            |            | CHECK TOTAL       | 100.00   |          |         |       |  |
| 99991                        | Force Construction Co | 0000  |           | INV        | 12/02/2023 | ILP-23-15         |          | 75697    | 79759   |       |  |
|                              | ACCOUNT DETAIL        |       |           |            |            | LINE AMOUNT       |          |          |         |       |  |
|                              | 1 20104010 32201      |       | MVHEng    | BLDGPERMIT |            | 1,425.00          |          |          |         |       |  |
|                              | 2 60600000 35600      |       | Sew       | OTHERFEES  |            | 250.00            |          |          |         |       |  |
|                              | 3 10100000 34107      |       | GenFund   | ZAP        |            | 2,650.00          |          |          |         |       |  |
|                              | 4 62600000 35600      |       | SW        | OTHERFEES  |            | 1,075.00          |          |          |         |       |  |
|                              |                       |       |           |            |            |                   | 5,400.00 |          |         |       |  |
|                              |                       |       |           |            |            | CHECK TOTAL       | 5,400.00 |          |         |       |  |
| 99991                        | Pennington Park Churc | 0000  |           | INV        | 12/14/2023 | ILP-23-22         |          | 75911    | 79981   |       |  |
|                              | ACCOUNT DETAIL        |       |           |            |            | LINE AMOUNT       |          |          |         |       |  |
|                              | 1 20104010 32201      |       | MVHEng    | BLDGPERMIT |            | 1,425.00          |          |          |         |       |  |
|                              | 2 60600000 35600      |       | Sew       | OTHERFEES  |            | 250.00            |          |          |         |       |  |
|                              | 3 10100000 34107      |       | GenFund   | ZAP        |            | 2,600.00          |          |          |         |       |  |
|                              | 4 62600000 35600      |       | SW        | OTHERFEES  |            | 1,075.00          |          |          |         |       |  |
|                              |                       |       |           |            |            |                   | 5,350.00 |          |         |       |  |
|                              |                       |       |           |            |            | CHECK TOTAL       | 5,350.00 |          |         |       |  |
| 99996                        | Dan Mieldazis         | 0000  |           | INV        | 12/28/2023 | Dan Mieldazis     |          | 76767    | 80957   |       |  |
|                              | ACCOUNT DETAIL        |       |           |            |            | LINE AMOUNT       |          |          |         |       |  |
|                              | 1 62609014 43905      |       | SWPWWater | Cont Exp   |            | 350.00            |          |          |         |       |  |
|                              |                       |       |           |            |            |                   | 350.00   |          |         |       |  |
|                              |                       |       |           |            |            | CHECK TOTAL       | 350.00   |          |         |       |  |
| 99996                        | Liz Carroll           | 0000  |           | INV        | 01/03/2024 | Liz Carroll       |          | 76770    | 80960   |       |  |
|                              | ACCOUNT DETAIL        |       |           |            |            | LINE AMOUNT       |          |          |         |       |  |
|                              | 1 62609014 43905      |       | SWPWWater | Cont Exp   |            | 3,675.00          |          |          |         |       |  |
|                              |                       |       |           |            |            |                   | 3,675.00 |          |         |       |  |
|                              |                       |       |           |            |            | CHECK TOTAL       | 3,675.00 |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |              |           |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|--------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE      | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
| 347                          | Otis Elevator Company | 0000   |            | EFT        | 12/01/2023 | 100401359344 |           | 76454    | 80618   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            | 762.21       |           |          |         |       |  |
|                              |                       |        |            |            |            |              | 762.21    |          |         |       |  |
| 347                          | Otis Elevator Company | 0000   |            | EFT        | 12/01/2023 | 100401359424 |           | 76455    | 80620   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            | 498.00       |           |          |         |       |  |
|                              |                       |        |            |            |            |              | 498.00    |          |         |       |  |
| 347                          | Otis Elevator Company | 0000   |            | EFT        | 12/01/2023 | 100401359607 |           | 76457    | 80621   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            | 135.50       |           |          |         |       |  |
|                              |                       |        |            |            |            |              | 135.50    |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL  | 1,395.71  |          |         |       |  |
| 3198                         | Outdoor Home Services | 0000   | 22300077   | EFT        | 11/08/2023 | 185393950    |           | 76561    | 80730   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 10109013 43100      |        | GenPWParks | PROSERVICE |            | 17,027.98    |           |          |         |       |  |
|                              | 2 10109012 43100      |        | GenPWBuild | PROSERVICE |            | 1,669.16     |           |          |         |       |  |
|                              |                       |        |            |            |            |              | 18,697.14 |          |         |       |  |
| 3198                         | Outdoor Home Services | 0000   | 22300084   | EFT        | 11/17/2023 | 185827028    |           | 76573    | 80743   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 20109011 43100      |        | MVHPWStr   | PROSERVICE |            | 17,193.09    |           |          |         |       |  |
|                              |                       |        |            |            |            |              | 17,193.09 |          |         |       |  |
| 3198                         | Outdoor Home Services | 0000   | 22300070   | EFT        | 11/02/2023 | 185126303    |           | 76588    | 80761   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 10109013 43100      |        | GenPWParks | PROSERVICE |            | 28,045.71    |           |          |         |       |  |
|                              |                       |        |            |            |            |              | 28,045.71 |          |         |       |  |
| 3198                         | Outdoor Home Services | 0000   |            | EFT        | 11/02/2023 | 185123247    |           | 76589    | 80762   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT  |           |          |         |       |  |
|                              | 1 10109013 43100      |        | GenPWParks | PROSERVICE |            | 740.00       |           |          |         |       |  |
|                              |                       |        |            |            |            |              | 740.00    |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL  | 64,675.94 |          |         |       |  |
| 4383                         | Patricia L. Martz     | 0000   |            | INV        | 01/05/2024 | 76924        |           | 76924    | 81138   |       |  |
|                              | 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: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |            |          | APCash     |            |             |          |          |         |       |  |
|------------------------------|-----------------------|------------|----------|------------|------------|-------------|----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT      | PO       | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 4342                         | Paulette Case         | 0000       |          | INV        | 01/05/2024 | 76883       |          | 76883    | 81097   |       |  |
| ACCOUNT DETAIL               |                       |            |          |            |            | LINE AMOUNT |          |          |         |       |  |
| 1                            | 60600000 34900        | Sew        |          | USERFEES   |            | 39.79       |          |          |         |       |  |
|                              |                       |            |          |            |            |             | 39.79    |          |         |       |  |
|                              |                       |            |          |            |            | CHECK TOTAL | 39.79    |          |         |       |  |
| 384                          | Pinnacle Partners Inc | 0000       | 22301147 | EFT        | 01/03/2024 | 50998       |          | 76798    | 80989   |       |  |
| ACCOUNT DETAIL               |                       |            |          |            |            | LINE AMOUNT |          |          |         |       |  |
| 1                            | 10106050 43100        | GenIT      |          | PROSERVICE |            | 3,603.60    |          |          |         |       |  |
| 2                            | 62606050 43100        | SWIT       |          | PROSERVICE |            | 900.90      |          |          |         |       |  |
|                              |                       |            |          |            |            |             | 4,504.50 |          |         |       |  |
|                              |                       |            |          |            |            | CHECK TOTAL | 4,504.50 |          |         |       |  |
| 3876                         | PlanIT Geo Inc        | 0000       | 22300545 | EFT        | 12/30/2023 | 2868        |          | 77003    | 81235   |       |  |
| ACCOUNT DETAIL               |                       |            |          |            |            | LINE AMOUNT |          |          |         |       |  |
| 1                            | 10103012 43100        | GenPZ      |          | PROSERVICE |            | 2,420.00    |          |          |         |       |  |
| 2                            | 20209011 43100        | LRSPWSTRT  |          | PROSERVICE |            | 800.21      |          |          |         |       |  |
| 3                            | 27077010 44920        | ParkImpPrk |          | CAPEXP     |            | 806.67      |          |          |         |       |  |
|                              |                       |            |          |            |            |             | 4,026.88 |          |         |       |  |
|                              |                       |            |          |            |            | CHECK TOTAL | 4,026.88 |          |         |       |  |
| 366                          | Plumbers Supply Compa | 0000       |          | EFT        | 10/25/2023 | 90585419    |          | 76416    | 80578   |       |  |
| ACCOUNT DETAIL               |                       |            |          |            |            | LINE AMOUNT |          |          |         |       |  |
| 1                            | 10109012 42200        | GenPWBuild |          | OPERSUP    |            | 139.72      |          |          |         |       |  |
|                              |                       |            |          |            |            |             | 139.72   |          |         |       |  |
| 366                          | Plumbers Supply Compa | 0000       |          | EFT        | 11/25/2023 | 90608370    |          | 76421    | 80583   |       |  |
| ACCOUNT DETAIL               |                       |            |          |            |            | LINE AMOUNT |          |          |         |       |  |
| 1                            | 10109012 42200        | GenPWBuild |          | OPERSUP    |            | 679.44      |          |          |         |       |  |
|                              |                       |            |          |            |            |             | 679.44   |          |         |       |  |
| 366                          | Plumbers Supply Compa | 0000       |          | EFT        | 12/25/2023 | 90637489    |          | 76422    | 80584   |       |  |
| ACCOUNT DETAIL               |                       |            |          |            |            | LINE AMOUNT |          |          |         |       |  |
| 1                            | 10109012 42200        | GenPWBuild |          | OPERSUP    |            | 277.52      |          |          |         |       |  |
|                              |                       |            |          |            |            |             | 277.52   |          |         |       |  |
| 366                          | Plumbers Supply Compa | 0000       |          | EFT        | 12/25/2023 | 90637487    |          | 76424    | 80586   |       |  |
| ACCOUNT DETAIL               |                       |            |          |            |            | LINE AMOUNT |          |          |         |       |  |
| 1                            | 10109012 42200        | GenPWBuild |          | OPERSUP    |            | 20.10       |          |          |         |       |  |
|                              |                       |            |          |            |            |             | 20.10    |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash            |          |            |            |             |            |          |         |       |  |
|------------------------------|-----------------------|-------------------|----------|------------|------------|-------------|------------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT             | PO       | TYPE       | DUE DATE   | INVOICE     | AMOUNT     | DOCUMENT | VOUCHER | CHECK |  |
|                              |                       |                   |          |            |            | CHECK TOTAL | 1,116.78   |          |         |       |  |
| 4331                         | POON, LEO             | 0000              |          | INV        | 01/05/2024 | 76872       |            | 76872    | 81086   |       |  |
|                              | ACCOUNT DETAIL        |                   |          |            |            | LINE AMOUNT |            |          |         |       |  |
|                              | 1 60600000 34900      | Sew               |          | USERFEES   |            | 137.94      |            |          |         |       |  |
|                              |                       |                   |          |            |            |             | 137.94     |          |         |       |  |
|                              |                       |                   |          |            |            | CHECK TOTAL | 137.94     |          |         |       |  |
| 4207                         | Propio LS LLC         | 0000              |          | EFT        | 12/30/2023 | 0193791123  |            | 76814    | 81013   |       |  |
|                              | ACCOUNT DETAIL        |                   |          |            |            | LINE AMOUNT |            |          |         |       |  |
|                              | 1 21205058 43100      | CHD               |          | PROSERVICE |            | 971.63      |            |          |         |       |  |
|                              |                       |                   |          |            |            |             | 971.63     |          |         |       |  |
|                              |                       |                   |          |            |            | CHECK TOTAL | 971.63     |          |         |       |  |
| 374                          | PVS Nolwood Chemicals | 0000              | 22300655 | EFT        | 12/14/2023 | 815079      |            | 76739    | 80928   |       |  |
|                              | ACCOUNT DETAIL        |                   |          |            |            | LINE AMOUNT |            |          |         |       |  |
|                              | 1 60609014 42200      | SewPWWaterOPERSUP |          |            |            | 11,869.13   |            |          |         |       |  |
|                              |                       |                   |          |            |            |             | 11,869.13  |          |         |       |  |
|                              |                       |                   |          |            |            | CHECK TOTAL | 11,869.13  |          |         |       |  |
| 4032                         | Rebar Techway LLC     | 0000              |          | EFT        | 11/30/2023 | 1008        |            | 76423    | 80585   |       |  |
|                              | ACCOUNT DETAIL        |                   |          |            |            | LINE AMOUNT |            |          |         |       |  |
|                              | 1 47140000 44920      | FishersI69        |          | CAPEXP     |            | 132,950.00  |            |          |         |       |  |
|                              |                       |                   |          |            |            |             | 132,950.00 |          |         |       |  |
|                              |                       |                   |          |            |            | CHECK TOTAL | 132,950.00 |          |         |       |  |
| 4321                         | RecordsPro Net LLC    | 0000              |          | EFT        | 12/24/2023 | 95987       |            | 76716    | 80904   |       |  |
|                              | ACCOUNT DETAIL        |                   |          |            |            | LINE AMOUNT |            |          |         |       |  |
|                              | 1 21205058 43100      | CHD               |          | PROSERVICE |            | 340.00      |            |          |         |       |  |
|                              |                       |                   |          |            |            |             | 340.00     |          |         |       |  |
|                              |                       |                   |          |            |            | CHECK TOTAL | 340.00     |          |         |       |  |
| 1364                         | Regions Bank          | 0000              |          | EFT        | 12/01/2023 | 112419      |            | 76832    | 81042   |       |  |
|                              | ACCOUNT DETAIL        |                   |          |            |            | LINE AMOUNT |            |          |         |       |  |
|                              | 1 33190000 43100      | 97AvllLsPt        |          | PROSERVICE |            | 2,000.00    |            |          |         |       |  |
|                              |                       |                   |          |            |            |             | 2,000.00   |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023

DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                      | APCash |            |            |            |                |           |          |         |       |
|------------------------------|----------------------|--------|------------|------------|------------|----------------|-----------|----------|---------|-------|
| VENDOR                       |                      | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE        | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 1364                         | Regions Bank         | 0000   |            | EFT        | 12/01/2023 | 112420         |           | 76833    | 81043   |       |
|                              | ACCOUNT DETAIL       |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 33190000 43100     |        | 97AvILsPt  | PROSERVICE |            | 750.00         |           |          |         |       |
|                              |                      |        |            |            |            |                | 750.00    |          |         |       |
|                              |                      |        |            |            |            | CHECK TOTAL    | 2,750.00  |          |         |       |
| 215                          | Relx Inc             | 0000   |            | EFT        | 03/01/2024 | 3094847174     |           | 76821    | 81021   |       |
|                              | ACCOUNT DETAIL       |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10102100 43100     |        | GenCourt   | PROSERVICE |            | 504.00         |           |          |         |       |
|                              |                      |        |            |            |            |                | 504.00    |          |         |       |
|                              |                      |        |            |            |            | CHECK TOTAL    | 504.00    |          |         |       |
| 805                          | Republic Services of | 0000   | 22300708   | EFT        | 12/15/2023 | 0761-006232792 |           | 76582    | 80754   |       |
|                              | ACCOUNT DETAIL       |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10109012 43100     |        | GenPWBuild | PROSERVICE |            | 11,000.00      |           |          |         |       |
|                              |                      |        |            |            |            |                | 11,000.00 |          |         |       |
| 805                          | Republic Services of | 0000   | 22300708   | EFT        | 12/15/2023 | 0761-006234525 |           | 76583    | 80755   |       |
|                              | ACCOUNT DETAIL       |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10109012 43100     |        | GenPWBuild | PROSERVICE |            | 1,200.00       |           |          |         |       |
|                              |                      |        |            |            |            |                | 1,200.00  |          |         |       |
| 805                          | Republic Services of | 0000   | 22300708   | EFT        | 12/15/2023 | 0761-006235747 |           | 76584    | 80756   |       |
|                              | ACCOUNT DETAIL       |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10109012 43100     |        | GenPWBuild | PROSERVICE |            | 675.00         |           |          |         |       |
|                              |                      |        |            |            |            |                | 675.00    |          |         |       |
| 805                          | Republic Services of | 0000   | 22300708   | EFT        | 11/04/2023 | 0761-006178476 |           | 76585    | 80757   |       |
|                              | ACCOUNT DETAIL       |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10109012 43100     |        | GenPWBuild | PROSERVICE |            | 2,000.00       |           |          |         |       |
|                              |                      |        |            |            |            |                | 2,000.00  |          |         |       |
| 805                          | Republic Services of | 0000   | 22300708   | EFT        | 10/20/2023 | 0761-006173714 |           | 76586    | 80758   |       |
|                              | ACCOUNT DETAIL       |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10109012 43100     |        | GenPWBuild | PROSERVICE |            | 1,500.00       |           |          |         |       |
|                              |                      |        |            |            |            |                | 1,500.00  |          |         |       |
|                              |                      |        |            |            |            | CHECK TOTAL    | 16,375.00 |          |         |       |
| 825                          | Rick L Alexander     | 0000   | 22301302   | EFT        | 12/29/2023 | 23-020         |           | 76785    | 80975   |       |
|                              | ACCOUNT DETAIL       |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 27074010 44200     |        | PIFENG     | INFRSTR    |            | 7,200.00       |           |          |         |       |
|                              |                      |        |            |            |            |                | 7,200.00  |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash     |          |            |            |             |           |          |         |       |  |
|------------------------------|-----------------------|------------|----------|------------|------------|-------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT      | PO       | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
|                              |                       |            |          |            |            | CHECK TOTAL | 7,200.00  |          |         |       |  |
| 4327                         | ROSE, CATHY           | 0000       |          | INV        | 01/05/2024 | 76868       |           | 76868    | 81082   |       |  |
|                              | ACCOUNT DETAIL        |            |          |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 62600000 34900      | SW         |          | USERFEES   |            | 101.60      |           |          |         |       |  |
|                              |                       |            |          |            |            | CHECK TOTAL | 101.60    |          |         |       |  |
| 440                          | RQAW Corporation      | 0000       | 22301199 | EFT        | 11/30/2023 | 103123-156  |           | 76648    | 80830   |       |  |
|                              | ACCOUNT DETAIL        |            |          |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 60854010 43100      | SWRCPTENG  |          | PROSERVICE |            | 10,680.00   |           |          |         |       |  |
|                              |                       |            |          |            |            | CHECK TOTAL | 10,680.00 |          |         |       |  |
| 2333                         | Sam Ralph             | 0000       |          | INV        | 12/26/2023 | F23-034     |           | 76602    | 80777   |       |  |
|                              | ACCOUNT DETAIL        |            |          |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10108012 43200      | GenPatrol  |          | COMMTTRANS |            | 131.00      |           |          |         |       |  |
|                              |                       |            |          |            |            | CHECK TOTAL | 131.00    |          |         |       |  |
| 2107                         | Schindler Elevator Co | 0000       |          | EFT        | 10/04/2023 | 7153790425  |           | 76308    | 80462   |       |  |
|                              | ACCOUNT DETAIL        |            |          |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10109012 43100      | GenPWBuild |          | PROSERVICE |            | 1,632.54    |           |          |         |       |  |
|                              |                       |            |          |            |            | CHECK TOTAL | 1,632.54  |          |         |       |  |
| 2107                         | Schindler Elevator Co | 0000       | 22301228 | EFT        | 12/01/2023 | 7153817371  |           | 76632    | 80810   |       |  |
|                              | ACCOUNT DETAIL        |            |          |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10109012 43100      | GenPWBuild |          | PROSERVICE |            | 2,303.29    |           |          |         |       |  |
|                              |                       |            |          |            |            | CHECK TOTAL | 2,303.29  |          |         |       |  |
| 466                          | Sharp Printing Servic | 0000       |          | EFT        | 12/21/2023 | 100506      |           | 76410    | 80570   |       |  |
|                              | ACCOUNT DETAIL        |            |          |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 27055058 42200      | GRTSHD     |          | OPERSUP    |            | 245.00      |           |          |         |       |  |
|                              |                       |            |          |            |            | CHECK TOTAL | 245.00    |          |         |       |  |
| 466                          | Sharp Printing Servic | 0000       |          | EFT        | 12/27/2023 | 100501      |           | 76657    | 80839   |       |  |
|                              | ACCOUNT DETAIL        |            |          |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10101015 42200      | GenHR      |          | OPERSUP    |            | 80.00       |           |          |         |       |  |
|                              |                       |            |          |            |            | CHECK TOTAL | 80.00     |          |         |       |  |



## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |               |           |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|---------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE       | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
|                              |                       |        |            |            |            | CHECK TOTAL   | 325.00    |          |         |       |
| 501                          | Sign Solutions, Inc.  | 0000   | 22300557   | EFT        | 09/09/2023 | 427075        |           | 76598    | 80773   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |           |          |         |       |
|                              | 1 10109013 42200      |        | GenPWParks | OPERSUP    |            | 558.32        |           |          |         |       |
|                              | 2 20109011 42200      |        | MVHPWStr   | OPERSUP    |            | 5,441.68      |           |          |         |       |
|                              |                       |        |            |            |            |               | 6,000.00  |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL   | 6,000.00  |          |         |       |
| 486                          | Signal Construction,  | 0000   | 22300785   | EFT        | 12/29/2023 | 4082          |           | 76645    | 80823   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |           |          |         |       |
|                              | 1 20104010 43100      |        | MVHEng     | PROSERVICE |            | 17,758.10     |           |          |         |       |
|                              |                       |        |            |            |            |               | 17,758.10 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL   | 17,758.10 |          |         |       |
| 486                          | Signal Construction,  | 0000   | 22300785   | EFT        | 12/29/2023 | 4096          |           | 76646    | 80827   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |           |          |         |       |
|                              | 1 20104010 43100      |        | MVHEng     | PROSERVICE |            | 3,113.65      |           |          |         |       |
|                              |                       |        |            |            |            |               | 3,113.65  |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL   | 3,113.65  |          |         |       |
| 486                          | Signal Construction,  | 0000   | 22300785   | EFT        | 12/29/2023 | 4097          |           | 76647    | 80829   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |           |          |         |       |
|                              | 1 20104010 43100      |        | MVHEng     | PROSERVICE |            | 846.25        |           |          |         |       |
|                              |                       |        |            |            |            |               | 846.25    |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL   | 846.25    |          |         |       |
| 201                          | SiteOne Landscape Sup | 0000   | 22301230   | EFT        | 09/15/2023 | 133114655-001 |           | 76622    | 80796   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |           |          |         |       |
|                              | 1 10109013 42200      |        | GenPWParks | OPERSUP    |            | 4,217.40      |           |          |         |       |
|                              |                       |        |            |            |            |               | 4,217.40  |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL   | 4,217.40  |          |         |       |
| 4198                         | SMG US Midco 2 Inc    | 0000   |            | EFT        | 12/17/2023 | ARIV1011661   |           | 76545    | 80712   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |           |          |         |       |
|                              | 1 44391011 43100      |        | ECNDEVMY   | PROSERVICE |            | 53.46         |           |          |         |       |
|                              |                       |        |            |            |            |               | 53.46     |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL   | 53.46     |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash           |          |            |            |             |           |          |         |       |
|------------------------------|-----------------------|------------------|----------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT            | PO       | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 4325                         | SMILKO, CHRISTOPHER & | 0000             |          | INV        | 01/05/2024 | 76865       |           | 76865    | 81076   |       |
|                              | ACCOUNT DETAIL        |                  |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60600000 34900      | Sew              |          | USERFEES   |            | 159.19      |           |          |         |       |
|                              |                       |                  |          |            |            |             | 159.19    |          |         |       |
|                              |                       |                  |          |            |            | CHECK TOTAL | 159.19    |          |         |       |
| 734                          | Smock Fansler Corpora | 0000             | 22301237 | EFT        | 11/16/2023 | 4647        |           | 76950    | 81168   |       |
|                              | ACCOUNT DETAIL        |                  |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 43100      | GenPWBuild       |          | PROSERVICE |            | 2,250.00    |           |          |         |       |
|                              | 2 10109012 43100      | GenPWBuild       |          | PROSERVICE |            | 3,625.00    |           |          |         |       |
|                              |                       |                  |          |            |            |             | 5,875.00  |          |         |       |
|                              |                       |                  |          |            |            | CHECK TOTAL | 5,875.00  |          |         |       |
| 2372                         | Smyrna Ready Mix Conc | 0000             | 22301229 | EFT        | 11/11/2023 | 1020427315  |           | 76623    | 80798   |       |
|                              | ACCOUNT DETAIL        |                  |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      | LRSPWSTRTOPERSUP |          |            |            | 2,600.00    |           |          |         |       |
|                              |                       |                  |          |            |            |             | 2,600.00  |          |         |       |
|                              |                       |                  |          |            |            | CHECK TOTAL | 2,600.00  |          |         |       |
| 2298                         | Sport Graphics Inc    | 0000             | 22301271 | EFT        | 10/20/2023 | 784766      |           | 76780    | 80970   |       |
|                              | ACCOUNT DETAIL        |                  |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 81303012 42200      | P&Z-PILOS        |          | OPERSUP    |            | 14,060.00   |           |          |         |       |
|                              |                       |                  |          |            |            |             | 14,060.00 |          |         |       |
|                              |                       |                  |          |            |            | CHECK TOTAL | 14,060.00 |          |         |       |
| 3879                         | Stantec Consulting Se | 0000             | 22101128 | EFT        | 12/22/2023 | 2160647     |           | 76745    | 80935   |       |
|                              | ACCOUNT DETAIL        |                  |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 62609014 44200      | SWPWWater        |          | INFRSTR    |            | 14,130.00   |           |          |         |       |
|                              |                       |                  |          |            |            |             | 14,130.00 |          |         |       |
| 3879                         | Stantec Consulting Se | 0000             | 22101128 | EFT        | 12/22/2023 | 2160632     |           | 76749    | 80939   |       |
|                              | ACCOUNT DETAIL        |                  |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 62609014 44200      | SWPWWater        |          | INFRSTR    |            | 6,530.00    |           |          |         |       |
|                              |                       |                  |          |            |            |             | 6,530.00  |          |         |       |
| 3879                         | Stantec Consulting Se | 0000             | 22101128 | EFT        | 12/22/2023 | 2160636     |           | 76752    | 80942   |       |
|                              | ACCOUNT DETAIL        |                  |          |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 62609014 44200      | SWPWWater        |          | INFRSTR    |            | 7,740.00    |           |          |         |       |
|                              |                       |                  |          |            |            |             | 7,740.00  |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash     |    |            |            |                |           |          |         |       |  |
|------------------------------|-----------------------|------------|----|------------|------------|----------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT      | PO | TYPE       | DUE DATE   | INVOICE        | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
|                              |                       |            |    |            |            | CHECK TOTAL    | 28,400.00 |          |         |       |  |
| 3561                         | State Of Indiana      | 0000       |    | INV        | 01/01/2024 | 26535-12012023 |           | 76828    | 81037   |       |  |
|                              | ACCOUNT DETAIL        |            |    |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 21205058 43100      | CHD        |    | PROSERVICE |            | 780.00         |           |          |         |       |  |
|                              |                       |            |    |            |            | CHECK TOTAL    | 780.00    |          |         |       |  |
| 473                          | State Safety & Compli | 0000       |    | EFT        | 12/14/2023 | 10719290       |           | 76412    | 80572   |       |  |
|                              | ACCOUNT DETAIL        |            |    |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 10109012 42200      | GenPWBuild |    | OPERSUP    |            | 1,348.00       |           |          |         |       |  |
|                              |                       |            |    |            |            | CHECK TOTAL    | 1,348.00  |          |         |       |  |
| 460                          | Stericycle, Inc.      | 0000       |    | EFT        | 11/17/2023 | 8004972403     |           | 76609    | 80784   |       |  |
|                              | ACCOUNT DETAIL        |            |    |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 10108013 43100      | GenInvstgt |    | PROSERVICE |            | 135.39         |           |          |         |       |  |
|                              |                       |            |    |            |            | CHECK TOTAL    | 135.39    |          |         |       |  |
| 4361                         | Steve & Ashley Zaboro | 0000       |    | INV        | 01/05/2024 | 76902          |           | 76902    | 81116   |       |  |
|                              | ACCOUNT DETAIL        |            |    |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 60600000 34900      | Sew        |    | USERFEES   |            | 78.25          |           |          |         |       |  |
|                              |                       |            |    |            |            | CHECK TOTAL    | 78.25     |          |         |       |  |
| 4333                         | Steve T. & Theresa Ja | 0000       |    | INV        | 01/05/2024 | 76874          |           | 76874    | 81088   |       |  |
|                              | ACCOUNT DETAIL        |            |    |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 60600000 34900      | Sew        |    | USERFEES   |            | 45.09          |           |          |         |       |  |
|                              |                       |            |    |            |            | CHECK TOTAL    | 45.09     |          |         |       |  |
| 507                          | Sunbelt Rentals Inc   | 0000       |    | EFT        | 11/29/2023 | 125292377-0019 |           | 76493    | 80659   |       |  |
|                              | ACCOUNT DETAIL        |            |    |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 10109013 43100      | GenPWParks |    | PROSERVICE |            | 212.50         |           |          |         |       |  |
|                              |                       |            |    |            |            | CHECK TOTAL    | 212.50    |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |                    |                 |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|--------------------|-----------------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE            | AMOUNT          | DOCUMENT | VOUCHER | CHECK |
| 507                          | Sunbelt Rentals Inc   | 0000   | 22301234   | EFT        | 11/30/2023 | 145880336-0001     |                 | 76618    | 80793   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            | 2,043.67           |                 |          |         |       |
|                              |                       |        |            |            |            |                    | 2,043.67        |          |         |       |
| 507                          | Sunbelt Rentals Inc   | 0000   | 22301233   | EFT        | 11/30/2023 | 145878278-0001     |                 | 76619    | 80794   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            | 3,189.69           |                 |          |         |       |
|                              |                       |        |            |            |            |                    | 3,189.69        |          |         |       |
|                              |                       |        |            |            |            | <b>CHECK TOTAL</b> | <b>5,445.86</b> |          |         |       |
| 4318                         | Sunrise Bakery LLC    | 0000   |            | EFT        | 12/20/2023 | TF100              |                 | 76553    | 80721   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10107010 43100      |        | GenParks   | PROSERVICE |            | 1,440.00           |                 |          |         |       |
|                              |                       |        |            |            |            |                    | 1,440.00        |          |         |       |
|                              |                       |        |            |            |            | <b>CHECK TOTAL</b> | <b>1,440.00</b> |          |         |       |
| 1808                         | Switch Offices LLC    | 0000   |            | EFT        | 12/16/2023 | 288                |                 | 76760    | 80950   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 47140000 43700      |        | FishersI69 | RENTALS    |            | 911.48             |                 |          |         |       |
|                              |                       |        |            |            |            |                    | 911.48          |          |         |       |
|                              |                       |        |            |            |            | <b>CHECK TOTAL</b> | <b>911.48</b>   |          |         |       |
| 527                          | T&T Sales & Promotion | 0000   |            | EFT        | 12/30/2023 | 53396              |                 | 76636    | 80814   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 62609014 42200      |        | SWPWWater  | OPERSUP    |            | 115.00             |                 |          |         |       |
|                              | 2 60609014 42200      |        | SewPWWater | OPERSUP    |            | 383.99             |                 |          |         |       |
|                              |                       |        |            |            |            |                    | 498.99          |          |         |       |
| 527                          | T&T Sales & Promotion | 0000   | 22301223   | EFT        | 12/28/2023 | 53366              |                 | 76664    | 80847   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10106010 42200      |        | GenFleet   | OPERSUP    |            | 2,894.50           |                 |          |         |       |
|                              |                       |        |            |            |            |                    | 2,894.50        |          |         |       |
|                              |                       |        |            |            |            | <b>CHECK TOTAL</b> | <b>3,393.49</b> |          |         |       |
| 4320                         | Tanya Rasmussen       | 0000   |            | INV        | 12/12/2023 | 112723             |                 | 76673    | 80861   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10101013 42200      |        | GenContr   | OPERSUP    |            | 52.00              |                 |          |         |       |
|                              |                       |        |            |            |            |                    | 52.00           |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |          |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 4320                         | Tanya Rasmussen       | 0000   |            | INV        | 12/27/2023 | 12523       |          | 76829    | 81038   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10101013 42200      |        | GenContr   | OPERSUP    |            | 26.54       | 26.54    |          |         |       |  |
| 4320                         | Tanya Rasmussen       | 0000   |            | INV        | 12/12/2023 | 12623       |          | 76845    | 81056   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10101013 42200      |        | GenContr   | OPERSUP    |            | 18.98       | 18.98    |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 97.52    |          |         |       |  |
| 3580                         | Team Witsken Tennis & | 0000   |            | EFT        | 11/23/2023 | Summer2023  |          | 75778    | 79843   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 27807010 43100      |        | CPP        | PROSERVICE |            | 9,534.00    | 9,534.00 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 9,534.00 |          |         |       |  |
| 782                          | Techlite Corp         | 0000   | 22301152   | EFT        | 11/23/2023 | 0058171-IN  |          | 76443    | 80605   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 20109011 42200      |        | MVHPWStr   | OPERSUP    |            | 6,500.00    | 6,500.00 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 6,500.00 |          |         |       |  |
| 282                          | The Mailing Station,  | 0000   |            | EFT        | 11/12/2023 | 168316      |          | 76299    | 80453   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10105011 43100      |        | GenFireAdm | PROSERVICE |            | 36.73       | 36.73    |          |         |       |  |
| 282                          | The Mailing Station,  | 0000   |            | EFT        | 11/23/2023 | 168475      |          | 76300    | 80454   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10105011 43100      |        | GenFireAdm | PROSERVICE |            | 36.90       | 36.90    |          |         |       |  |
| 282                          | The Mailing Station,  | 0000   |            | EFT        | 11/27/2023 | 168609      |          | 76301    | 80455   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10105011 43100      |        | GenFireAdm | PROSERVICE |            | 37.16       | 37.16    |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 110.79   |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                      |          |       | APCash |            |          |            |             |        |          |         |       |
|------------------------------|----------------------|----------|-------|--------|------------|----------|------------|-------------|--------|----------|---------|-------|
| VENDOR                       |                      |          |       | REMIT  | PO         | TYPE     | DUE DATE   | INVOICE     | AMOUNT | DOCUMENT | VOUCHER | CHECK |
| 572                          | The Sherwin-Williams |          |       | 0000   |            | EFT      | 11/20/2023 | 3168-9      |        | 76468    | 80634   |       |
|                              | ACCOUNT DETAIL       |          |       |        |            |          |            | LINE AMOUNT |        |          |         |       |
|                              | 1                    | 10109012 | 42200 |        | GenPWBuild | OPERSUP  |            |             | 27.59  |          |         |       |
|                              |                      |          |       |        |            |          |            |             | 27.59  |          |         |       |
| 572                          | The Sherwin-Williams |          |       | 0000   |            | EFT      | 12/20/2023 | 4222-3      |        | 76469    | 80635   |       |
|                              | ACCOUNT DETAIL       |          |       |        |            |          |            | LINE AMOUNT |        |          |         |       |
|                              | 1                    | 10109012 | 42200 |        | GenPWBuild | OPERSUP  |            |             | 81.79  |          |         |       |
|                              |                      |          |       |        |            |          |            |             | 81.79  |          |         |       |
| 572                          | The Sherwin-Williams |          |       | 0000   |            | EFT      | 11/20/2023 | 8711-5      |        | 76470    | 80636   |       |
|                              | ACCOUNT DETAIL       |          |       |        |            |          |            | LINE AMOUNT |        |          |         |       |
|                              | 1                    | 10109012 | 42200 |        | GenPWBuild | OPERSUP  |            |             | 53.05  |          |         |       |
|                              |                      |          |       |        |            |          |            |             | 53.05  |          |         |       |
|                              |                      |          |       |        |            |          |            | CHECK TOTAL | 162.43 |          |         |       |
| 4374                         | Thomas J Ford        |          |       | 0000   |            | INV      | 01/05/2024 | 76915       |        | 76915    | 81129   |       |
|                              | ACCOUNT DETAIL       |          |       |        |            |          |            | LINE AMOUNT |        |          |         |       |
|                              | 1                    | 60600000 | 34900 |        | Sew        | USERFEES |            |             | 17.82  |          |         |       |
|                              |                      |          |       |        |            |          |            |             | 17.82  |          |         |       |
|                              |                      |          |       |        |            |          |            | CHECK TOTAL | 17.82  |          |         |       |
| 4363                         | THURMAN, DOROTHY     |          |       | 0000   |            | INV      | 01/05/2024 | 76904       |        | 76904    | 81118   |       |
|                              | ACCOUNT DETAIL       |          |       |        |            |          |            | LINE AMOUNT |        |          |         |       |
|                              | 1                    | 60600000 | 34900 |        | Sew        | USERFEES |            |             | 107.40 |          |         |       |
|                              |                      |          |       |        |            |          |            |             | 107.40 |          |         |       |
|                              |                      |          |       |        |            |          |            | CHECK TOTAL | 107.40 |          |         |       |
| 4349                         | Tim & Jenny Young    |          |       | 0000   |            | INV      | 01/05/2024 | 76890       |        | 76890    | 81104   |       |
|                              | ACCOUNT DETAIL       |          |       |        |            |          |            | LINE AMOUNT |        |          |         |       |
|                              | 1                    | 60600000 | 34900 |        | Sew        | USERFEES |            |             | 46.43  |          |         |       |
|                              |                      |          |       |        |            |          |            |             | 46.43  |          |         |       |
|                              |                      |          |       |        |            |          |            | CHECK TOTAL | 46.43  |          |         |       |
| 4352                         | Timothy C. Orr       |          |       | 0000   |            | INV      | 01/05/2024 | 76893       |        | 76893    | 81107   |       |
|                              | ACCOUNT DETAIL       |          |       |        |            |          |            | LINE AMOUNT |        |          |         |       |
|                              | 1                    | 60600000 | 34900 |        | Sew        | USERFEES |            |             | 41.03  |          |         |       |
|                              |                      |          |       |        |            |          |            |             | 41.03  |          |         |       |
|                              |                      |          |       |        |            |          |            | CHECK TOTAL | 41.03  |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023

DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       |          |       | APCash |            |            |            |               |          |          |         |       |
|------------------------------|-----------------------|----------|-------|--------|------------|------------|------------|---------------|----------|----------|---------|-------|
| VENDOR                       |                       |          |       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE       | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 4332                         | Tina M Allinder       |          |       | 0000   |            | INV        | 01/05/2024 | 76873         |          | 76873    | 81087   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1                     | 60600000 | 34900 |        | Sew        | USERFEES   |            |               | 39.79    |          |         |       |
|                              |                       |          |       |        |            |            |            |               | 39.79    |          |         |       |
|                              |                       |          |       |        |            |            |            | CHECK TOTAL   | 39.79    |          |         |       |
| 1692                         | TK Elevator Corporati |          |       | 0000   |            | EFT        | 12/01/2023 | 3007547744    |          | 76537    | 80703   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1                     | 10109012 | 43100 |        | GenPWBuild | PROSERVICE |            |               | 648.96   |          |         |       |
|                              |                       |          |       |        |            |            |            |               | 648.96   |          |         |       |
|                              |                       |          |       |        |            |            |            | CHECK TOTAL   | 648.96   |          |         |       |
| 3278                         | TL, LLC DBA (High Shi |          |       | 0000   |            | EFT        | 11/05/2023 | 13568         |          | 76679    | 80867   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1                     | 21205058 | 43100 |        | CHD        | PROSERVICE |            |               | 120.00   |          |         |       |
|                              |                       |          |       |        |            |            |            |               | 120.00   |          |         |       |
|                              |                       |          |       |        |            |            |            | CHECK TOTAL   | 120.00   |          |         |       |
| 4388                         | TOUSSAINT, ANDREW S.  |          |       | 0000   |            | INV        | 01/05/2024 | 76929         |          | 76929    | 81143   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1                     | 60600000 | 34900 |        | Sew        | USERFEES   |            |               | 2.95     |          |         |       |
|                              |                       |          |       |        |            |            |            |               | 2.95     |          |         |       |
|                              |                       |          |       |        |            |            |            | CHECK TOTAL   | 2.95     |          |         |       |
| 4214                         | United Rentals (North |          |       | 0000   |            | EFT        | 10/30/2023 | 224169921-002 |          | 76574    | 80744   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1                     | 10107010 | 43100 |        | GenParks   | PROSERVICE |            |               | 765.00   |          |         |       |
|                              |                       |          |       |        |            |            |            |               | 765.00   |          |         |       |
| 4214                         | United Rentals (North |          |       | 0000   |            | EFT        | 11/27/2023 | 224169921-003 |          | 76575    | 80745   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1                     | 10107010 | 43100 |        | GenParks   | PROSERVICE |            |               | 765.00   |          |         |       |
|                              |                       |          |       |        |            |            |            |               | 765.00   |          |         |       |
| 4214                         | United Rentals (North |          |       | 0000   |            | EFT        | 12/25/2023 | 224169921-004 |          | 76576    | 80747   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1                     | 10107010 | 43100 |        | GenParks   | PROSERVICE |            |               | 765.00   |          |         |       |
|                              |                       |          |       |        |            |            |            |               | 765.00   |          |         |       |
|                              |                       |          |       |        |            |            |            | CHECK TOTAL   | 2,295.00 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023

DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                   |            |            |             |          |          |         |       |
|------------------------------|-----------------------|--------|-------------------|------------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO                | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 2071                         | Utility Pipe Sales of | 0000   |                   | EFT        | 12/22/2023 | IY040187    |          | 76562    | 80731   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP |            |            | 700.00      |          |          |         |       |
|                              |                       |        |                   |            |            |             | 700.00   |          |         |       |
|                              |                       |        |                   |            |            | CHECK TOTAL | 700.00   |          |         |       |
| 614                          | Van Ausdall & Farrar  | 0000   | 22301084          | EFT        | 12/21/2023 | 592890      |          | 76727    | 80916   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10106050 43100      |        | GenIT             | PROSERVICE |            | 74.52       |          |          |         |       |
|                              | 2 62606050 43100      |        | SWIT              | PROSERVICE |            | 0.00        |          |          |         |       |
|                              |                       |        |                   |            |            |             | 74.52    |          |         |       |
| 614                          | Van Ausdall & Farrar  | 0000   | 22301084          | EFT        | 12/31/2023 | 83621       |          | 76728    | 80917   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10106050 43100      |        | GenIT             | PROSERVICE |            | 5,979.96    |          |          |         |       |
|                              | 2 62606050 43100      |        | SWIT              | PROSERVICE |            | 484.99      |          |          |         |       |
|                              |                       |        |                   |            |            |             | 6,464.95 |          |         |       |
|                              |                       |        |                   |            |            | CHECK TOTAL | 6,539.47 |          |         |       |
| 4378                         | Victoria C. Keough-Ca | 0000   |                   | INV        | 01/05/2024 | 76919       |          | 76919    | 81133   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60600000 34900      |        | Sew               | USERFEES   |            | 39.79       |          |          |         |       |
|                              |                       |        |                   |            |            |             | 39.79    |          |         |       |
|                              |                       |        |                   |            |            | CHECK TOTAL | 39.79    |          |         |       |
| 622                          | VWR Funding Inc       | 0000   |                   | EFT        | 12/13/2023 | 8814575522  |          | 76596    | 80771   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP |            |            | 115.58      |          |          |         |       |
|                              |                       |        |                   |            |            |             | 115.58   |          |         |       |
|                              |                       |        |                   |            |            | CHECK TOTAL | 115.58   |          |         |       |
| 398                          | Warrens Turf          | 0000   |                   | EFT        | 12/15/2023 | 210539      |          | 76296    | 80450   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 20109011 42200      |        | MVHPWStr          | OPERSUP    |            | -40.00      |          |          |         |       |
|                              |                       |        |                   |            |            |             | -40.00   |          |         |       |
| 398                          | Warrens Turf          | 0000   |                   | EFT        | 12/20/2023 | 210578      |          | 76435    | 80597   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109013 42200      |        | GenPWParks        | OPERSUP    |            | 532.00      |          |          |         |       |
|                              |                       |        |                   |            |            |             | 532.00   |          |         |       |



## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023

DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |                |           |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|----------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE        | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 398                          | Warrens Turf          | 0000   | 22301282   | EFT        | 11/19/2023 | 209244         |           | 76789    | 80979   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 20109011 42200      |        | MVHPWStr   | OPERSUP    |            | 13,365.00      |           |          |         |       |
|                              |                       |        |            |            |            |                | 13,365.00 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL    | 13,857.00 |          |         |       |
| 654                          | Waste Mgmt of Indiana | 0000   |            | EFT        | 12/29/2023 | 0092878-4672-0 |           | 76626    | 80803   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWater | PROSERVICE |            | 836.38         |           |          |         |       |
|                              |                       |        |            |            |            |                | 836.38    |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL    | 836.38    |          |         |       |
| 3108                         | Wehrkamp Enterprises  | 0000   | 22300833   | EFT        | 12/30/2023 | 3595           |           | 76842    | 81053   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10109013 43100      |        | GenPWParks | PROSERVICE |            | 16,000.00      |           |          |         |       |
|                              | 2 10109013 43100      |        | GenPWParks | PROSERVICE |            | 116.30         |           |          |         |       |
|                              |                       |        |            |            |            |                | 16,116.30 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL    | 16,116.30 |          |         |       |
| 4329                         | WEIL, JAMES & SARAH   | 0000   |            | INV        | 01/05/2024 | 76870          |           | 76870    | 81084   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 60600000 34900      |        | Sew        | USERFEES   |            | 62.00          |           |          |         |       |
|                              |                       |        |            |            |            |                | 62.00     |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL    | 62.00     |          |         |       |
| 4303                         | Whistle Drive Develop | 0000   | 22301272   | EFT        | 11/30/2023 | 231031-01      |           | 76782    | 80971   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 43513012 43100      |        | THBC Art   | PROSERVICE |            | 17,500.00      |           |          |         |       |
|                              |                       |        |            |            |            |                | 17,500.00 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL    | 17,500.00 |          |         |       |
| 2380                         | Whites Ace Hardware F | 0000   |            | EFT        | 12/03/2023 | 37486377       |           | 76608    | 80783   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |           |          |         |       |
|                              | 1 10108015 42200      |        | GenPDSpprt | OPERSUP    |            | 30.36          |           |          |         |       |
|                              |                       |        |            |            |            |                | 30.36     |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL    | 30.36     |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                     |            |            |             |           |          |         |       |
|------------------------------|-----------------------|--------|---------------------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO                  | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 2737                         | Wild Ridge Lawn & Lan | 0000   | 22300240            | EFT        | 12/30/2023 | 32017       |           | 76592    | 80767   |       |
|                              | ACCOUNT DETAIL        |        |                     |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20109011 43100      |        | MVHPWStr            | PROSERVICE |            | 4,129.27    |           |          |         |       |
|                              |                       |        |                     |            |            |             | 4,129.27  |          |         |       |
| 2737                         | Wild Ridge Lawn & Lan | 0000   | 22300240            | EFT        | 12/30/2023 | 32018       |           | 76593    | 80768   |       |
|                              | ACCOUNT DETAIL        |        |                     |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20109011 43100      |        | MVHPWStr            | PROSERVICE |            | 4,000.05    |           |          |         |       |
|                              |                       |        |                     |            |            |             | 4,000.05  |          |         |       |
| 2737                         | Wild Ridge Lawn & Lan | 0000   | 22300130            | EFT        | 12/30/2023 | 32016       |           | 76595    | 80770   |       |
|                              | ACCOUNT DETAIL        |        |                     |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20109011 43100      |        | MVHPWStr            | PROSERVICE |            | 16,684.42   |           |          |         |       |
|                              | 2 20109011 43100      |        | MVHPWStr            | PROSERVICE |            | 4,258.43    |           |          |         |       |
|                              | 3 10109013 43100      |        | GenPWParks          | PROSERVICE |            | 1,390.49    |           |          |         |       |
|                              |                       |        |                     |            |            |             | 22,333.34 |          |         |       |
|                              |                       |        |                     |            |            | CHECK TOTAL | 30,462.66 |          |         |       |
| 4086                         | Worden Tree Team/ DBA | 0000   | 22300757            | EFT        | 11/16/2023 | 10-16-2023b |           | 76572    | 80742   |       |
|                              | ACCOUNT DETAIL        |        |                     |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 43100      |        | LRSPWSTRTPROSERVICE |            |            | 18,000.00   |           |          |         |       |
|                              |                       |        |                     |            |            |             | 18,000.00 |          |         |       |
| 4086                         | Worden Tree Team/ DBA | 0000   | 22301141            | EFT        | 10/14/2023 | 09-14-2023  |           | 76577    | 80748   |       |
|                              | ACCOUNT DETAIL        |        |                     |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 43100      |        | GenPWWBuild         | PROSERVICE |            | 414.12      |           |          |         |       |
|                              | 2 10109013 43100      |        | GenPWParks          | PROSERVICE |            | 4,585.88    |           |          |         |       |
|                              |                       |        |                     |            |            |             | 5,000.00  |          |         |       |
|                              |                       |        |                     |            |            | CHECK TOTAL | 23,000.00 |          |         |       |
| 1309                         | WW Grainger Inc       | 0000   |                     | EFT        | 12/09/2023 | 9899671649  |           | 76348    | 80508   |       |
|                              | ACCOUNT DETAIL        |        |                     |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 42200      |        | GenPWWBuild         | OPERSUP    |            | 31.75       |           |          |         |       |
|                              |                       |        |                     |            |            |             | 31.75     |          |         |       |
| 1309                         | WW Grainger Inc       | 0000   |                     | EFT        | 11/10/2023 | 9867029648  |           | 76349    | 80509   |       |
|                              | ACCOUNT DETAIL        |        |                     |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 42200      |        | GenPWWBuild         | OPERSUP    |            | 751.33      |           |          |         |       |
|                              |                       |        |                     |            |            |             | 751.33    |          |         |       |
| 1309                         | WW Grainger Inc       | 0000   |                     | EFT        | 11/10/2023 | 9867029655  |           | 76353    | 80513   |       |
|                              | ACCOUNT DETAIL        |        |                     |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 42200      |        | GenPWWBuild         | OPERSUP    |            | 53.72       |           |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |            |         |            |             |          |          |         |       |  |
|------------------------------|------------------|--------|------------|---------|------------|-------------|----------|----------|---------|-------|--|
| VENDOR                       |                  | REMIT  | PO         | TYPE    | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
|                              |                  |        |            |         |            |             | 53.72    |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/10/2023 | 9867029663  |          | 76354    | 80514   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            |             | 215.58   |          |         |       |  |
|                              |                  |        |            |         |            |             | 215.58   |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/10/2023 | 9867029671  |          | 76356    | 80516   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            |             | 249.35   |          |         |       |  |
|                              |                  |        |            |         |            |             | 249.35   |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/10/2023 | 9867029689  |          | 76360    | 80520   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            |             | 50.08    |          |         |       |  |
|                              |                  |        |            |         |            |             | 50.08    |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/11/2023 | 9868622003  |          | 76363    | 80523   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            |             | 44.96    |          |         |       |  |
|                              |                  |        |            |         |            |             | 44.96    |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/11/2023 | 9868622011  |          | 76366    | 80526   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            |             | 457.10   |          |         |       |  |
|                              |                  |        |            |         |            |             | 457.10   |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/11/2023 | 9868622029  |          | 76367    | 80527   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            |             | 1,101.38 |          |         |       |  |
|                              |                  |        |            |         |            |             | 1,101.38 |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/11/2023 | 9868622037  |          | 76368    | 80528   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            |             | 13.43    |          |         |       |  |
|                              |                  |        |            |         |            |             | 13.43    |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/11/2023 | 9868622045  |          | 76369    | 80529   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            |             | 483.90   |          |         |       |  |
|                              |                  |        |            |         |            |             | 483.90   |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/15/2023 | 9871345808  |          | 76370    | 80530   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            |             | 97.39    |          |         |       |  |
|                              |                  |        |            |         |            |             | 97.39    |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 121223 12/08/2023  
DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |            |         |            |             |          |          |         |       |  |
|------------------------------|------------------|--------|------------|---------|------------|-------------|----------|----------|---------|-------|--|
| VENDOR                       |                  | REMIT  | PO         | TYPE    | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/15/2023 | 9871345816  |          | 76371    | 80531   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 608.47      | 608.47   |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/09/2023 | 9899671656  |          | 76372    | 80532   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 361.54      | 361.54   |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/09/2023 | 9899671664  |          | 76373    | 80533   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 354.08      | 354.08   |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/09/2023 | 9899671672  |          | 76374    | 80534   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 459.43      | 459.43   |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/14/2023 | 9904400869  |          | 76375    | 80535   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 363.80      | 363.80   |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/14/2023 | 9904400877  |          | 76376    | 80537   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 363.80      | 363.80   |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/14/2023 | 9904400885  |          | 76381    | 80542   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 1,206.74    | 1,206.74 |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/15/2023 | 9905634953  |          | 76383    | 80544   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 126.66      | 126.66   |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/19/2023 | 9878122887  |          | 76471    | 80637   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 932.78      | 932.78   |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |            |         |            |             |        |          |         |       |  |
|------------------------------|------------------|--------|------------|---------|------------|-------------|--------|----------|---------|-------|--|
| VENDOR                       |                  | REMIT  | PO         | TYPE    | DUE DATE   | INVOICE     | AMOUNT | DOCUMENT | VOUCHER | CHECK |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/25/2023 | 9884713422  |        | 76472    | 80638   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 90.98       |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 90.98  |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/25/2023 | 9884713448  |        | 76473    | 80639   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 720.94      |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 720.94 |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/25/2023 | 9884713455  |        | 76474    | 80640   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 894.08      |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 894.08 |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/25/2023 | 9884713463  |        | 76475    | 80641   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 216.49      |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 216.49 |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/26/2023 | 9886333617  |        | 76476    | 80642   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 75.21       |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 75.21  |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/06/2023 | 9896190023  |        | 76477    | 80643   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 66.78       |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 66.78  |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/06/2023 | 9895720010  |        | 76478    | 80644   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 32.22       |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 32.22  |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/06/2023 | 9895720002  |        | 76479    | 80645   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 497.70      |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 497.70 |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/03/2023 | 9893748013  |        | 76480    | 80646   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 131.66      |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 131.66 |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |            |         |            |             |        |          |         |       |  |
|------------------------------|------------------|--------|------------|---------|------------|-------------|--------|----------|---------|-------|--|
| VENDOR                       |                  | REMIT  | PO         | TYPE    | DUE DATE   | INVOICE     | AMOUNT | DOCUMENT | VOUCHER | CHECK |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/03/2023 | 9893747981  |        | 76481    | 80647   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 97.70       |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 97.70  |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/02/2023 | 9892444176  |        | 76482    | 80648   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 486.82      |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 486.82 |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/02/2023 | 9892444168  |        | 76483    | 80649   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 177.26      |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 177.26 |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 11/26/2023 | 9886333625  |        | 76484    | 80650   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 166.47      |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 166.47 |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/17/2023 | 9908837645  |        | 76485    | 80651   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 259.10      |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 259.10 |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/16/2023 | 9907720735  |        | 76486    | 80652   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 183.99      |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 183.99 |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/16/2023 | 9907720743  |        | 76487    | 80653   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 105.23      |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 105.23 |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/16/2023 | 9907720750  |        | 76488    | 80654   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 659.88      |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 659.88 |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |            | EFT     | 12/21/2023 | 9912734796  |        | 76942    | 81158   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT |        |          |         |       |  |
|                              | 1 10105013 42200 |        | GenLogist  | OPERSUP |            | 16.19       |        |          |         |       |  |
|                              |                  |        |            |         |            |             | 16.19  |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 121223 12/08/2023  
 DUE DATE: 12/08/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |           |         |                      |              |               |          |         |       |  |
|------------------------------|------------------|--------|-----------|---------|----------------------|--------------|---------------|----------|---------|-------|--|
| VENDOR                       |                  | REMIT  | PO        | TYPE    | DUE DATE             | INVOICE      | AMOUNT        | DOCUMENT | VOUCHER | CHECK |  |
| 1309                         | WW Grainger Inc  | 0000   |           | EFT     | 12/21/2023           | 9912948099   |               | 76943    | 81159   |       |  |
|                              | ACCOUNT DETAIL   |        |           |         |                      | LINE AMOUNT  |               |          |         |       |  |
|                              | 1 10105013 42200 |        | GenLogist | OPERSUP |                      | 84.91        |               |          |         |       |  |
|                              |                  |        |           |         |                      |              | 84.91         |          |         |       |  |
| 1309                         | WW Grainger Inc  | 0000   |           | EFT     | 12/22/2023           | 9913496064   |               | 76944    | 81161   |       |  |
|                              | ACCOUNT DETAIL   |        |           |         |                      | LINE AMOUNT  |               |          |         |       |  |
|                              | 1 10105015 42200 |        | GenSafeTr | OPERSUP |                      | 58.23        |               |          |         |       |  |
|                              |                  |        |           |         |                      |              | 58.23         |          |         |       |  |
|                              |                  |        |           |         |                      | CHECK TOTAL  | 13,349.11     |          |         |       |  |
| 503                          | INVOICES         |        |           |         |                      |              |               |          |         |       |  |
|                              |                  |        |           |         | WARRANT TOTAL        | 1,304,282.64 | 1,304,282.64  |          |         |       |  |
|                              |                  |        |           |         | CASH ACCOUNT BALANCE |              | 48,853,626.53 |          |         |       |  |

**RESOLUTION NO. R121223**

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

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

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

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

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

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

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

2013 Chevrolet Silverado Vin # 3GCPKSE79DG246105  
2008 Ford F250 Vin # 1FTNF21528EC95854  
2012 Chevrolet Colorado Vin # 1GCCSBF92C8151159  
2012 Chevrolet Colorado Vin # 1GCCSBF99C8153894

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

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

**SECTION 3.** This resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 12th day of December 2023.



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

**YAY**

**NAY**

**ABSTAIN**

|  |                            |  |  |
|--|----------------------------|--|--|
|  | Scott Fadness,<br>Chairman |  |  |
|  | Jeff Lantz,<br>Member      |  |  |
|  | Jason Meyer,<br>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



# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                   |                                                  |                                                                                                                                |                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | December 12, 2023                                                                                                                                                                                 |                                                  |                                                                                                                                |                                                                                            |
| <b>TITLE</b>                                                                                                                                                                    | Request to approve resolution declaring City property as surplus                                                                                                                                  |                                                  |                                                                                                                                |                                                                                            |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Tabatha Miller, Director<br>Department: Fleet Management                                                                                                                            |                                                  |                                                                                                                                |                                                                                            |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                       | <input checked="" type="checkbox"/> Regular      | <input type="checkbox"/> Special                                                                                               | <input type="checkbox"/> Retreat                                                           |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input checked="" type="checkbox"/> Consent                                                                                                                                                       | <input type="checkbox"/> Ordinance               | <input type="checkbox"/> Resolution                                                                                            | <input type="checkbox"/> Regular                                                           |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                                  | <input type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                        | <input type="checkbox"/> 3 <sup>rd</sup> Reading<br><input type="checkbox"/> Final Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                      |                                                  | Resolution #: R121223                                                                                                          |                                                                                            |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input type="checkbox"/> Contract <b>required</b> for this item                                                                                                                                   |                                                  | <input type="checkbox"/> Signed copy of contract attached                                                                      |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                           |                                                  | <input checked="" type="checkbox"/> <b>No contract</b> for this item                                                           |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                             |                                                  | <input type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                                                            |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                  | <input type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                              |                                                                                            |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                        |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Controller's Office                           |
|                                                                                             | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Finance Committee                             |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> Technical Advisory Committee                  |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> Other: Fleet Management Department |
|                                                                                             | <input type="checkbox"/> Legal Counsel –<br><i>Name of Reviewer:</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                        |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | <p>In accordance with the Administrative Policy 2.05 regarding disposal of surplus property a department must declare property as surplus when it is no longer needed for service. If there is a use within the City, the Mayor can simply transfer it to another department. If there is a need to have the property discarded, sold, exchanged, transferred to a different jurisdiction, or otherwise disposed of, it must first be declared surplus and if it meets the applicable requirements the request must be approved by the Fishers Board of Public Works &amp; Safety.</p> <p>Attached for the Board's consideration is a request to approve a resolution from the Fleet Management Department declaring vehicles/equipment as surplus. The vehicles/equipment listed are in poor condition.</p> <p>2013 Chevrolet Silverado Vin # 3GCPKSE79DG246105<br/> 2008 Ford F250 Vin # 1FTNF21528EC95854<br/> 2012 Chevrolet Colorado Vin #1GCCSBF92C8151159<br/> 2012 Chevrolet Colorado Vin # 1GCCSBF99C8153894</p> |                                                                        |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | N/A                                                                    |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | N/A                                                                    |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | N/A                                                                    |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | N/A                                                                    |
|                                                                                             | <b>Narrative:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | There is no cost or revenue with this request.                         |
| <b>OPTIONS</b><br>(Include <i>Deny Approval</i> Option)                                     | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Approve the resolution declaring the item surplus                      |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Deny this request.                                                     |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Provide alternative direction.                                         |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                        |
| <b>PROJECT TIMELINE</b>                                                                     | This request is effective immediately upon approval and the property will be disposed of.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                        |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends that the Board of Public Works & Safety approve this resolution and authorize the Director of Fleet Management and the City Controller to fully implement this request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                        |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            | 1. Resolution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |



# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                     |                                                  |                                                                                                                                           |                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | 12/12/2023                                                                                                                                                                          |                                                  |                                                                                                                                           |                                                                                            |
| <b>TITLE</b>                                                                                                                                                                    | Request to approve a Grant Agreement using lake and River Enhancement (LARE) funds for Behner Brook.                                                                                |                                                  |                                                                                                                                           |                                                                                            |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Hatem Mekky, Director<br>Department: Engineering                                                                                                                      |                                                  |                                                                                                                                           |                                                                                            |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br>Executive                                                                                                                                  | <input checked="" type="checkbox"/> Regular      | <input type="checkbox"/> Special                                                                                                          | <input type="checkbox"/> Retreat                                                           |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                    | <input type="checkbox"/> Ordinance               | <input checked="" type="checkbox"/> Resolution                                                                                            | <input type="checkbox"/> Regular                                                           |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input checked="" type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                         | <input type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                                   | <input type="checkbox"/> 3 <sup>rd</sup> Reading<br><input type="checkbox"/> Final Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                        |                                                  | Resolution #: R121223A                                                                                                                    |                                                                                            |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input checked="" type="checkbox"/> Contract required for this item                                                                                                                 |                                                  | <input checked="" type="checkbox"/> Signed copy of contract attached                                                                      |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & will provide contract at a later date                                                                                    |                                                  | <input checked="" type="checkbox"/> No contract for this item                                                                             |                                                                                            |
|                                                                                                                                                                                 | <input checked="" type="checkbox"/> Contract over \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                           |                                                  | <input checked="" type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                                                            |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document must be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office |                                                  | <input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office                                     |                                                                                            |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Controller's Office          |
|                                                                                             | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Finance Committee            |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Technical Advisory Committee |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Other:                       |
|                                                                                             | <input checked="" type="checkbox"/> Legal Counsel –<br><i>Name of Reviewer: Lindsey Bennett</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | <p>Related to this an agreement between the City of Fishers and the Indiana Department of Natural Resources/ Division of Fish and Wildlife was approved by the board on 11/2/2023. Today's agreement is between the city of Fishers and the developer "96<sup>th</sup> Street Investors" who is the party responsible for the construction.</p> <p>As part of work being done in the River Place development, stream rehabilitation and restoration efforts are necessary along Behner Brook. Work will also include removing a box culvert, regrading the stream, adding plantings and installing a new box culvert. This grant, using Lake and River Enhancement (LARE) funds through the Indiana Department of Natural Resources, will provide funds to complete the work. The total potential of the grant is 80 percent of the cost to complete the work, not to exceed a total of \$100,000.00. The 20% funds will be paid by CRG Residential , the River Place Developer.</p> |                                                       |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | N/A                                                   |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | N/A                                                   |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | N/A                                                   |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                       |
|                                                                                             | Narrative:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | No financial impacts to the city                      |
| <b>OPTIONS</b><br>(Include <i>Deny Approval</i> Option)                                     | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Accept the agreement by approval of the resolution    |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Deny Approval                                         |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Take no action                                        |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |
| <b>PROJECT TIMELINE</b>                                                                     | Construction is ongoing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends approval of the agreement as presented                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            | 1. Resolution<br>2. Exhibit A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                       |



**AGREEMENT REGARDING  
ALLOCATION OF LARE GRANT PROCEEDS**

**THIS AGREEMENT REGARDING ALLOCATION OF LARE GRANT PROCEEDS** (this "**Agreement**") is made and entered into effective as of November \_\_\_\_, 2023 (the "**Effective Date**"), by and between **96TH ST INVESTORS, LLC**, an Indiana limited liability company ("**Developer**"), and the **CITY OF FISHERS, INDIANA**, an Indiana municipal corporation ("**City**").

**WHEREAS**, Developer is the owner of certain real property located in the City of Fishers, Hamilton County, Indiana, for which Developer serves as a master developer responsible for the construction of certain infrastructure, including utilities, roads, and other related improvements (the "**Master Development**");

**WHEREAS**, as part of the Master Development, Developer and City worked together to prepare and submit to the Indiana Department of Natural Resources ("**DNR**") an application for grant proceeds from the Lake and River Enhancement program ("**LARE**") to fund a portion of the costs of improving the Behner Brook located within the Master Development (the "**LARE Project**");

**WHEREAS**, DNR notified City via a letter dated July 24, 2023 from Douglas Nusbaum, LARE Restoration Biologist, that the LARE Project was selected for fiscal year 2023-2024 funding from LARE to cover eighty percent (80%) of the cost of constructing the LARE Project (the "**LARE Grant**"), with a maximum grant amount not to exceed \$100,000.00 (the "**LARE Grant Proceeds**");

**WHEREAS**, the actual cost of constructing the LARE Project is in excess of \$125,000.00, and therefore the maximum financial benefit of \$100,000.00 available under the LARE Grant is payable to Developer in connection with Developer's construction of the LARE Project; and

**WHEREAS**, Developer and City now desire to enter into this Agreement to set forth the terms and conditions related to the payment of the LARE Grant Proceeds.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and City agree as follows:

1. **Recitals.** Developer and City hereby agree that the above and foregoing Recitals are true, correct, and complete and are hereby incorporated and made a part of this Agreement as if completely and fully set forth herein.

2. **Allocation of LARE Grant Proceeds.** City acknowledges that it is or will be the recipient of the LARE Grant Proceeds, but that Developer is the party responsible for the construction and of the LARE Project at Developer's sole cost and expense. Nothing contained in this Agreement shall impose upon City the responsibility for the construction of or payment for any improvements made in connection with the LARE Project.

3. **Distribution of LARE Grant Proceeds.** The LARE Grant Proceeds shall be disbursed to Developer upon completion of that portion of the LARE Project which in Developer's reasonable discretion exceeds \$125,000.00 as evidenced by a certification from Developer's contractor that such portion of the LARE Project has in fact been completed. Developer's request for disbursement of the LARE Grant Proceeds shall be submitted at least ten (10) days in advance of disbursement and shall be accompanied by such documentation which may be reasonably requested by City.

4. **Counterparts.** This Agreement may be executed in digital counterparts via DocuSign or by use of counterpart signature pages, each of which may be delivered by electronic means, including without limitation by facsimile or by PDF file sent by electronic mail, with the same force and effect as an original.

**IN WITNESS WHEREOF**, the parties have executed this Agreement Regarding Allocation of LARE Grant Proceeds effective as of the Effective Date.

**"DEVELOPER"**

**96TH ST INVESTORS, LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**"CITY"**

**CITY OF FISHERS, INDIANA,**  
an Indiana municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



**RESOLUTION NO. R121223A**

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &  
SAFETY APPROVING GRANT AGREEMENT REGARDING ALLOCATION OF  
LARE GRANT PROCEEDS**

WHEREAS, on November 2, 2023, the City of Fishers, Hamilton County, Indiana (“City”), by and through the Board of Public Works and Safety (“Board”) approved Resolution No. R110223B, an agreement between the City and the Indiana Department of Natural Resources (“DNR”) for a grant for rehabilitation and restoration efforts along Behner Brook as part of work being completed in the River Place development (“Project”);

WHEREAS, 96<sup>th</sup> St Investors, LLC (“Developer”) is the owner of the real property located in the City of Fishers, Hamilton County, Indiana where Project will take place;

WHEREAS, the Project was selected for fiscal year 2023-2024 funding from DNR to cover eighty percent (80%) of the cost of constructing the Project (the “LARE Grant”), with a maximum grant amount not to exceed \$100,000.00;

WHEREAS, the actual cost of constructing the Project is in excess of \$125,000.00, and therefore the maximum financial benefit of \$100,000.00 available under the LARE Grant is payable to Developer in connection with Developer’s construction of the Project; and

WHEREAS, Developer and City now desire to enter into this Agreement to set forth the terms and conditions related to the payment of the LARE Grant and funding of the additional expense of the Project over and above \$100,000.00 by Developer.

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 Grant Agreement as more particularly described by Exhibit A, which is attached hereto and incorporated herein.
- Section 2. The Board hereby authorizes the Mayor or the Director of Engineering to execute the Grant 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 in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 12th day of December, 2023.

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

**YAY**

**NAY**

**ABSTAIN**

|  |                            |  |  |
|--|----------------------------|--|--|
|  | Scott Fadness,<br>Chairman |  |  |
|  | Jeff Lantz,<br>Member      |  |  |
|  | Jason Meyer,<br>Member     |  |  |

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Kari Adriano, Board Clerk

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

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

**Exhibit “A”**

| <b><u>Location</u></b>      | <b><u>Resolution</u></b> | <b><u>Date</u></b> |  |
|-----------------------------|--------------------------|--------------------|--|
| 8361 Harrison Parkway       | R111821E                 | 11/18/2021         |  |
| 11191 Boston Way            | R111821D                 | 11/18/2021         |  |
| 10695 Briar Stone Lane      | R102720G                 | 11/30/2021         |  |
| 10844 Briar Stone Lane      | R102720G                 | 11/30/2021         |  |
| 10631 Misty Hollow Lane     | R102720G                 | 11/30/2021         |  |
| 7748 Heather Lane           | R102720G                 | 11/30/2021         |  |
| 705 Conner Creek Drive      | R113021I                 | 11/30/2021         |  |
| 500 Conner Creek Drive      | R113021I                 | 11/30/2021         |  |
| 6426 Stratford Drive North  | R113021J                 | 11/30/2021         |  |
| 11201 Stratford Drive North | R113021J                 | 11/30/2021         |  |
| 6383 Franklin Court         | R113021J                 | 11/30/2021         |  |

**RESOLUTION NO. R111821E**  
**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &**  
**SAFETY CONCERNING A RESIDENTIAL WAIVER TO INSTALL SMALL CELL**  
**FACILITIES IN THE HARRISON PARK NEIGHBORHOOD**

WHEREAS, pursuant to the Telecommunications Act of 1996 (“TCA”), Congress tasked the Federal Communications Commission (“FCC”) with creating rules for the implementation of telecommunications consistent with the TCA;

WHEREAS, the TCA prohibits State and local governments from regulating the placement, construction, and modification of personal wireless services facilities on the basis of the environmental effects of radio frequency emissions to the extent such facilities comply with the regulations contained within the TCA;

WHEREAS, Ind. Code § 8-1-32.3 *et. seq.*, (the “Act”) regulates permits for wireless services providers;

WHEREAS, pursuant to the Act, the placement of a small cell facility and the associated supporting structure in the public right-of-way is considered a permitted use and is exempt from local zoning review if the total height of the structure supporting the small cell facility does not exceed the greater of (a) 50 feet measured from grade or (b) the height of any utility pole in place on July 1, 2017 and within 500 feet of the proposed small cell facility, plus 10 feet;

WHEREAS, in general, the Act prohibits permit authorities from limiting the placement of small cell facilities by minimum separation distances or maximum height limitations; imposing unreasonable requirements regarding the maintenance or appearance of the small cell facility and associated supporting structure; limiting the duration of any permit that is granted; conditioning the grant of approval on the applicant’s agreement to allow other wireless facilities to be placed at, attached to, or located on the associated wireless support structure or utility pole; prohibiting an applicant from locating a small cell facility, wireless support structure, or utility pole in a residential area; imposing setback of fall-zone requirements for the associated wireless support structure or utility pole that are different from requirements imposed on other types of structures in the right-of-way; and requiring the removal of existing wireless support structures, wireless facilities, or utility poles, wherever located, as a condition for approval of the application;

WHEREAS, the Act provides that with respect to the construction, placement, or use of a small cell facility and the associated supporting structure, a permit authority may prohibit the placement of a new utility pole or a new wireless support structure in a right-of-way within certain residential areas that are designated strictly for underground or buried utilities if certain requirements are met (“Underground Utility Area”);

WHEREAS, in accordance with the Act, the City of Fishers, Hamilton County, Indiana (“City”) by and through its Board of Public Works & Safety (“Board”) has designated all residential areas within the City as an Underground Utility Area;

WHEREAS, the Act provides that a permit authority must establish a waiver process that addresses requests to install new utility poles or new wireless support structures within the Underground Utility Area;

WHEREAS, on or around April 28, 2017, the City of Fishers, Hamilton County, Indiana (“City”) by and through its Board of Public Works & Safety (“Board”) adopted a “Waiver Procedure to Construct, Place, or Use Small Cell Facilities & Associated Supporting Structures Within City Right-of-Way Designated Strictly for Underground or Buried Utilities” (“Residential Waiver”), which was amended by the Board on or around August 10, 2020, R081020D;

WHEREAS, Verizon Wireless has submitted proposed locations within the Harrison Park neighborhood for current or future permits to install new utility poles or wireless support structures, all as further described and depicted in Exhibit A, attached hereto and incorporated herein (hereinafter described individually or collectively as the “Proposed Locations”);

WHEREAS, on or around August 25, 2021, in accordance with the Residential Waiver, a meeting was conducted between the neighborhood/community association for Harrison Park and Verizon Wireless to discuss the Proposed Locations and any alternative locations proposed by the community/neighborhood association or property management group; and

WHEREAS, the City now desires to consider the Residential Waiver and Proposed Locations described therein for approval.

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

**Section 1.**     Approved Locations. The Board hereby approves Verizon Wireless Residential Waiver to install new utility poles or wireless support structures within Harrison Park with respect to the following Proposed Locations:

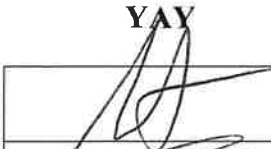
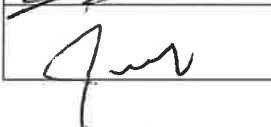
a. 8361 Harrison Parkway

**Section 2.**     The Board hereby designates the Director of Engineering or his designee to execute any and all documents necessary to effectuate the Residential Waiver. With respect to the Approved Locations listed in Section 1, construction shall commence not later than two (2) years after the date the permit is granted.

**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 18<sup>th</sup> day of November, 2021.

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

| <b>YAY</b>                                                                        |                            | <b>NAY</b> | <b>ABSTAIN</b> |
|-----------------------------------------------------------------------------------|----------------------------|------------|----------------|
|  | Scott Fadness,<br>Chairman |            |                |
|  | Jeff Lantz,<br>Member      |            |                |
|  | Jason Meyer,<br>Member     |            |                |

ATTEST:  DATE: 11/18/21  
Kari Adriano, Board Clerk

This instrument prepared by: Christopher P. Greisl, 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/ Christopher P. Greisl

## ROW-21-353

Right of Way Activity Permit

Status: Active

Submitted On: 8/2/2021

## Primary Location

8361 HARRISON PKY

FISHERS, IN 46038

## Owner

None

None None, None None

## Applicant

 MATT BATES

 423-802-7707

 matt.bates@telecadeng.com

 1961 Northpoint Blvd

Suite 130

Hixson, TN 37343

## Project Information

**Project Location (Must be described with reference to street name and/or subdivision)\***

8361 Harrison Pky, Fishers, IN 46038 /  
39.98867, -86.01969 / Harrison Park /  
GN Indy 2134

## Scope Of Work\*

Verizon Request - New Black Metal Light Pole - Small Cell

## Anticipated Start Date\*

10/01/2021

## Anticipated Completion Date\*

04/01/2022

## Type of Right of Way Activity \*

Excavation

Does work include underground construction, grading, trenching or excavation parallel to road?\*

YES

**Please list Sq. Ft. (\$55 minimum flat fee + \$0.80 per SFT)\***

25

Does work include directional bores or pushes under roadways?\*

NO

Does work include a Boring Pit(s)?\* 

NO

Does work include aerial Work (aerial work will include new facility and any maintenance on existing facilities)?\*

NO

 **Please list Linear feet (\$55 minimum flat fee + \$0.11 per LFT)\***

35

Is this work being completed for an utility company? \*

YES

Is a licensed professional completing the work? \*

YES

Select Utility Company: \*

Verizon

## Primary Contractor

|                              |                                 |
|------------------------------|---------------------------------|
| <b>Primary Contact Name*</b> | <b>Contractor Business Name</b> |
| Teresa Warnock               | Indoor Wireless, Inc.           |
| <b>Phone #*</b>              | <b>Email*</b>                   |
| 260-602-1522                 | teresa@indoorwireless.net       |
| <b>Bond Company name*</b>    | <b>Bond#*</b>                   |
| Merchants Bonding Company    | IN5185026                       |
| <b>Bond \$ amount*</b>       |                                 |
| 25000                        |                                 |

## CERTIFICATION

|                                            |                     |
|--------------------------------------------|---------------------|
| <b>Full Name*</b>                          | <b>Date Signed*</b> |
| Matt Bates - on behalf of Verizon Wireless | 08/02/2021          |

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction.\*



## Timeline

| Label                                                                                                        | Activated               | Completed               | Assignee     | Due Date |
|--------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------|----------|
| ✓ Engineering Administrative Review                                                                          | 8/2/2021, 3:30:58 PM    | 11/18/2021, 10:44:26 AM | Tami Houston | -        |
| ✓ Complete Application Submitted                                                                             | 8/11/2021, 3:41:08 PM   | 8/11/2021, 3:41:22 PM   | Tami Houston | -        |
| ✓ HOA Notification Made                                                                                      | 8/11/2021, 3:41:16 PM   | 8/17/2021, 8:20:03 AM   | Tami Houston | -        |
| 💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.                                       | 11/18/2021, 10:44:27 AM | 11/18/2021, 10:58:16 AM | MATT BATES   | -        |
| ✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE. | 11/18/2021, 10:58:18 AM | -                       | Tami Houston | -        |
| ✓ 3 Year Maintenance Bond                                                                                    | -                       | -                       | -            | -        |
| 📋 Final Inspection                                                                                           | -                       | -                       | -            | -        |
| 📋 Permit Issuance                                                                                            | -                       | -                       | -            | -        |



ROW-21-353  
8361 Harrison Parkway  
Harrison Park  
As of 11-30-2023



**RESOLUTION NO. R111821D**  
**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &  
SAFETY CONCERNING A RESIDENTIAL WAIVER TO INSTALL SMALL CELL  
FACILITIES IN THE FISHERS POINTE NEIGHBORHOOD**

WHEREAS, pursuant to the Telecommunications Act of 1996 (“TCA”), Congress tasked the Federal Communications Commission (“FCC”) with creating rules for the implementation of telecommunications consistent with the TCA;

WHEREAS, the TCA prohibits State and local governments from regulating the placement, construction, and modification of personal wireless services facilities on the basis of the environmental effects of radio frequency emissions to the extent such facilities comply with the regulations contained within the TCA;

WHEREAS, Ind. Code § 8-1-32.3 *et. seq.*, (the “Act”) regulates permits for wireless services providers;

WHEREAS, pursuant to the Act, the placement of a small cell facility and the associated supporting structure in the public right-of-way is considered a permitted use and is exempt from local zoning review if the total height of the structure supporting the small cell facility does not exceed the greater of (a) 50 feet measured from grade or (b) the height of any utility pole in place on July 1, 2017 and within 500 feet of the proposed small cell facility, plus 10 feet;

WHEREAS, in general, the Act prohibits permit authorities from limiting the placement of small cell facilities by minimum separation distances or maximum height limitations; imposing unreasonable requirements regarding the maintenance or appearance of the small cell facility and associated supporting structure; limiting the duration of any permit that is granted; conditioning the grant of approval on the applicant’s agreement to allow other wireless facilities to be placed at, attached to, or located on the associated wireless support structure or utility pole; prohibiting an applicant from locating a small cell facility, wireless support structure, or utility pole in a residential area; imposing setback of fall-zone requirements for the associated wireless support structure or utility pole that are different from requirements imposed on other types of structures in the right-of-way; and requiring the removal of existing wireless support structures, wireless facilities, or utility poles, wherever located, as a condition for approval of the application;

WHEREAS, the Act provides that with respect to the construction, placement, or use of a small cell facility and the associated supporting structure, a permit authority may prohibit the placement of a new utility pole or a new wireless support structure in a right-of-way within certain residential areas that are designated strictly for underground or buried utilities if certain requirements are met (“Underground Utility Area”);

WHEREAS, in accordance with the Act, the City of Fishers, Hamilton County, Indiana (“City”) by and through its Board of Public Works & Safety (“Board”) has designated all residential areas within the City as an Underground Utility Area;

WHEREAS, the Act provides that a permit authority must establish a waiver process that addresses requests to install new utility poles or new wireless support structures within the Underground Utility Area;

WHEREAS, on or around April 28, 2017, the City of Fishers, Hamilton County, Indiana (“City”) by and through its Board of Public Works & Safety (“Board”) adopted a “Waiver Procedure to Construct, Place, or Use Small Cell Facilities & Associated Supporting Structures Within City Right-of-Way Designated Strictly for Underground or Buried Utilities” (“Residential Waiver”), which was amended by the Board on or around August 10, 2020, R081020D;

WHEREAS, Verizon Wireless has submitted proposed locations within the Fishers Pointe neighborhood for current or future permits to install new utility poles or wireless support structures, all as further described and depicted in Exhibit A, attached hereto and incorporated herein (hereinafter described individually or collectively as the “Proposed Locations”);

WHEREAS, on or around October 20, 2021, in accordance with the Residential Waiver, a meeting was conducted between the neighborhood/community association for Fishers Pointe and Verizon Wireless to discuss the Proposed Locations and any alternative locations proposed by the community/neighborhood association or property management group; and

WHEREAS, the City now desires to consider the Residential Waiver and Proposed Locations described therein for approval.

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

**Section 1.** Approved Locations. The Board hereby approves Verizon Wireless Residential Waiver to install new utility poles or wireless support structures within Fishers Pointe with respect to the following Proposed Locations:

a. 11191 Boston Way

**Section 2.** The Board hereby designates the Director of Engineering or his designee to execute any and all documents necessary to effectuate the Residential Waiver. With respect to the Approved Locations listed in Section 1, construction shall commence not later than two (2) years after the date the permit is granted.

**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 18<sup>th</sup> day of November, 2021.

YAY

NAY

ABSTAIN

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

ATTEST:   
Kari Adriano, Board Clerk

DATE: 11/18/21

This instrument prepared by: Christopher P. Greisl, 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/ Christopher P. Greisl

**ROW-21-448**

Right of Way Activity Permit

Status: Active

Submitted On: 9/14/2021

**Primary Location**

11191 BOSTON WAY

FISHERS, IN 46038

**Owner**

None

None None, None None

**Applicant**

MATT BATES



423-802-7707



@ matt.bates@telecadeng.com



1961 Northpoint Blvd

Suite 130

Hixson, TN 37343

---

**Project Information****Project Location (Must be described with reference to street name and/or subdivision)\***11191 BOSTON WAY, Fishers, IN 46038 /  
39.95034, -86.02289 / Fishers Pointe /  
GN INDY 2268**Scope Of Work\***

Verizon Request- Replacement Black Metal Light Pole - Small Cell

**Anticipated Start Date\***

11/02/2021

**Anticipated Completion Date\***

05/02/2022

**Type of Right of Way Activity \***

Excavation

**Does work include underground construction, grading, trenching or excavation parallel to road?\***

YES

**Please list Sq. Ft. (\$55 minimum flat fee + \$0.80 per SFT)\***

25

**Does work include directional bores or pushes under roadways?\***

NO

**Does work include a Boring Pit(s)?\* ?**

NO

**Does work include aerial Work (aerial work will include new facility and any maintenance on existing facilities)?\***

NO

**Is this work being completed for an utility company?**

\*

YES

**Is a licensed professional completing the work? \***

YES

**Select Utility Company: \***

Verizon



## Primary Contractor

|                              |                                 |
|------------------------------|---------------------------------|
| <b>Primary Contact Name*</b> | <b>Contractor Business Name</b> |
| Teresa Warnock               | Indoor Wireless, Inc.           |
| <b>Phone #*</b>              | <b>Email*</b>                   |
| 260-602-1522                 | teresa@indoorwireless.net       |
| <b>Bond Company name*</b>    | <b>Bond#*</b>                   |
| Merchants Bonding Company    | IN5185026                       |
| <b>Bond \$ amount*</b>       |                                 |
| 25000                        |                                 |

## CERTIFICATION

|                                            |                     |
|--------------------------------------------|---------------------|
| <b>Full Name*</b>                          | <b>Date Signed*</b> |
| Matt Bates - on behalf of Verizon Wireless | 09/14/2021          |

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction.\*



## Timeline

| Label                                                                                                        | Activated               | Completed               | Assignee     | Due Date |
|--------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------|----------|
| ✓ Engineering Administrative Review                                                                          | 9/14/2021, 5:10:44 PM   | 11/18/2021, 10:36:48 AM | Tami Houston | -        |
| ✓ Completed Application Submitted                                                                            | 9/15/2021, 8:34:24 AM   | 9/24/2021, 3:33:16 PM   | Tami Houston | -        |
| ✓ HOA Notification Made                                                                                      | 9/15/2021, 8:34:27 AM   | 9/20/2021, 2:03:04 PM   | Tami Houston | -        |
| 💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.                                       | 11/18/2021, 10:36:49 AM | 11/18/2021, 11:01:11 AM | MATT BATES   | -        |
| ✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE. | 11/18/2021, 11:01:12 AM | -                       | Tami Houston | -        |
| ✓ 3 Year Maintenance Bond                                                                                    | -                       | -                       | -            | -        |
| 📋 Final Inspection                                                                                           | -                       | -                       | -            | -        |
| 📋 Permit Issuance                                                                                            | -                       | -                       | -            | -        |

ROW-21-448  
11191 Boston Way  
Fishers Pointe  
As of 11-30-2023



**RESOLUTION NO. R102720G**  
**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &  
SAFETY CONCERNING A RESIDENTIAL WAIVER TO INSTALL SMALL CELL  
FACILITIES IN THE BERKLEY GROVE NEIGHBORHOOD**

WHEREAS, pursuant to the Telecommunications Act of 1996 (“TCA”), Congress tasked the Federal Communications Commission (“FCC”) with creating rules for the implementation of telecommunications consistent with the TCA;

WHEREAS, the TCA prohibits State and local governments from regulating the placement, construction, and modification of personal wireless services facilities on the basis of the environmental effects of radio frequency emissions to the extent such facilities comply with the regulations contained within the TCA;

WHEREAS, Ind. Code § 8-1-32.3 *et. seq.*, (the “Act”) regulates permits for wireless services providers;

WHEREAS, pursuant to the Act, the placement of a small cell facility and the associated supporting structure in the public right-of-way is considered a permitted use and is exempt from local zoning review if the total height of the structure supporting the small cell facility does not exceed the greater of (a) 50 feet measured from grade or (b) the height of any utility pole in place on July 1, 2017 and within 500 feet of the proposed small cell facility, plus 10 feet;

WHEREAS, in general, the Act prohibits permit authorities from limiting the placement of small cell facilities by minimum separation distances or maximum height limitations; imposing unreasonable requirements regarding the maintenance or appearance of the small cell facility and associated supporting structure; limiting the duration of any permit that is granted; conditioning the grant of approval on the applicant’s agreement to allow other wireless facilities to be placed at, attached to, or located on the associated wireless support structure or utility pole; prohibiting an applicant from locating a small cell facility, wireless support structure, or utility pole in a residential area; imposing setback of fall-zone requirements for the associated wireless support structure or utility pole that are different from requirements imposed on other types of structures in the right-of-way; and requiring the removal of existing wireless support structures, wireless facilities, or utility poles, wherever located, as a condition for approval of the application;

WHEREAS, the Act provides that with respect to the construction, placement, or use of a small cell facility and the associated supporting structure, a permit authority may prohibit the placement of a new utility pole or a new wireless support structure in a right-of-way within certain residential areas that are designated strictly for underground or buried utilities if certain requirements are met (“Underground Utility Area”);

WHEREAS, in accordance with the Act, the City of Fishers, Hamilton County, Indiana (“City”) by and through its Board of Public Works & Safety (“Board”) has designated all residential areas within the City as an Underground Utility Area;



WHEREAS, the Act provides that a permit authority must establish a waiver process that addresses requests to install new utility poles or new wireless support structures within the Underground Utility Area;

WHEREAS, on or around April 28, 2017, the City of Fishers, Hamilton County, Indiana (“City”) by and through its Board of Public Works & Safety (“Board”) adopted a “Waiver Procedure to Construct, Place, or Use Small Cell Facilities & Associated Supporting Structures Within City Right-of-Way Designated Strictly for Underground or Buried Utilities” (“Residential Waiver”), which was amended by the Board on or around August 10, 2020, R081020D;

WHEREAS, Verizon Wireless has submitted proposed locations within Berkley Grove neighborhood for current or future permits to install new utility poles or wireless support structures, all as further described and depicted in Exhibit A, attached hereto and incorporated herein (hereinafter described individually or collectively as the “Proposed Locations”);

WHEREAS, on or around September 4, 2020 and October 27, 2021, in accordance with the Residential Waiver, a meeting was conducted between the neighborhood/community association for Berkley Grove and Verizon Wireless to discuss the Proposed Locations and any alternative locations proposed by the community/neighborhood association or property management group); and

WHEREAS, the City now desires to consider the Residential Waiver and Proposed Locations described therein for approval.

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

**Section 1.**     Approved Locations. The Board hereby approves Verizon Wireless Residential Waiver to install new utility poles or wireless support structures within Berkley Grove with respect to the following Proposed Locations:

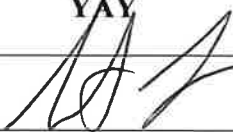
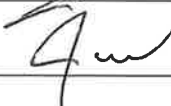
- a. 10695 Briar Stone Lane
- b. 10844 Briar Stone Lane
- c. 7555 Meadow Ridge Drive (previously approved)
- d. 10631 Misty Hollow Lane
- e. 10738 Briar Stone Lane
- f. 7748 Heather Lane

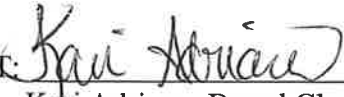
**Section 2.**     The Board hereby designates the Director of Engineering or his designee to execute any and all documents necessary to effectuate the Residential Waiver. With respect to the Approved Locations listed in Section 1, construction shall commence not later than two (2) years after the date the permit is granted.

**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 30<sup>th</sup> day of November, 2021.

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

| <b>YAY</b>                                                                        |                            | <b>NAY</b> | <b>ABSTAIN</b> |
|-----------------------------------------------------------------------------------|----------------------------|------------|----------------|
|  | Scott Fadness,<br>Chairman |            |                |
|  | Jeff Lantz,<br>Member      |            |                |
|  | Jason Meyer,<br>Member     |            |                |

ATTEST:  DATE: 11/30/21  
Kari Adriano, Board Clerk

This instrument prepared by: Christopher P. Greisl, 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/ Christopher P. Greisl

## ROW-21-459

Right of Way Activity Permit

Status: Active

Submitted On: 9/15/2021

## Primary Location

10695 BRIAR STONE LN

FISHERS, IN 46038

## Owner

None

None None, None None

## Applicant

 MATT BATES

 423-802-7707

 matt.bates@telecadeng.com

 1961 Northpoint Blvd

Suite 130

Hixson, TN 37343

## Project Information

**Project Location (Must be described with reference to street name and/or subdivision)\***

10695 BRIAR STONE LN, Fishers, IN  
46038 / 39.94441, -86.02626 / Berkley  
Grove / GN INDY 2224

## Scope Of Work\*

Verizon Request - New Black Metal Light Pole - Small Cell

## Anticipated Start Date\*

11/02/2021

## Anticipated Completion Date\*

05/02/2022

## Type of Right of Way Activity \*

Excavation

Does work include underground construction, grading, trenching or excavation parallel to road?\*

YES

**Please list Sq. Ft. (\$55 minimum flat fee + \$0.80 per SFT)\***

25

Does work include directional bores or pushes under roadways?\*

NO

**Does work include a Boring Pit(s)?\* **

NO

Does work include aerial Work (aerial work will include new facility and any maintenance on existing facilities)?\*

NO

**Is this work being completed for an utility company?**

\*

YES

**Is a licensed professional completing the work? \***

YES

**Select Utility Company: \***

Verizon

## Primary Contractor

|                                      |                                 |
|--------------------------------------|---------------------------------|
| <b>Primary Contact Name*</b>         | <b>Contractor Business Name</b> |
| Blanca Ortega                        | Bowlin Communications, LLC      |
| <b>Phone #*</b>                      | <b>Email*</b>                   |
| 850-776-7906                         | bortega@bowlingroup.com         |
| <b>Bond Company name*</b>            | <b>Bond#*</b>                   |
| Atlantic Specialty Insurance Company | 800052743                       |
| <b>Bond \$ amount*</b>               |                                 |
| 25000                                |                                 |

## CERTIFICATION

|                                            |                     |
|--------------------------------------------|---------------------|
| <b>Full Name*</b>                          | <b>Date Signed*</b> |
| Matt Bates - on behalf of Verizon Wireless | 09/15/2021          |

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction.\*



## Timeline

| Label                                                                                                        | Activated               | Completed               | Assignee     | Due Date |
|--------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------|----------|
| ✓ Engineering Administrative Review                                                                          | 9/15/2021, 1:45:08 PM   | 11/30/2021, 10:28:56 AM | Tami Houston | -        |
| ✓ Completed Application Submitted                                                                            | 9/15/2021, 2:47:17 PM   | 9/24/2021, 2:45:06 PM   | Tami Houston | -        |
| ✓ HOA Notification Made                                                                                      | 9/15/2021, 2:47:19 PM   | 9/20/2021, 1:59:14 PM   | Tami Houston | -        |
| 💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.                                       | 11/30/2021, 10:28:57 AM | -                       | MATT BATES   | -        |
| ✓ 3 Year Maintenance Bond                                                                                    | -                       | -                       | -            | -        |
| ✓ Final Construction Start Date Scheduled/Verified, THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE. | -                       | -                       | -            | -        |
| 📋 Final Inspection                                                                                           | -                       | -                       | -            | -        |
| 📋 Permit Issuance                                                                                            | -                       | -                       | -            | -        |

ROW-21-459  
10695 Briar Stone Lane  
Berkley Grove  
As of 11-30-2023



## ROW-21-507

Right of Way Activity Permit

Status: Active

Submitted On: 10/7/2021

## Primary Location

10844 BRIAR STONE LN

FISHERS, IN 46038

## Owner

None

None None, None None

## Applicant

 MATT BATES

 423-802-7707

 matt.bates@telecadeng.com

 1961 Northpoint Blvd

Suite 130

Hixson, TN 37343

## Project Information

**Project Location (Must be described with reference to street name and/or subdivision)\***

10844 Briar Stone Ln, Fishers, IN 46038  
/ 39.94691, -86.02647 / GN Indy 2227 /  
Berkley Grove

## Scope Of Work\*

Verizon Request - New Black Metal Light Pole

## Anticipated Start Date\*

11/02/2021

## Anticipated Completion Date\*

05/02/2022

## Type of Right of Way Activity \*

Excavation

Does work include underground construction, grading, trenching or excavation parallel to road?\*

YES

**Please list Sq. Ft. (\$55 minimum flat fee + \$0.80 per SFT)\***

25

Does work include directional bores or pushes under roadways?\*

NO

Does work include a Boring Pit(s)?\* 

NO

Does work include aerial Work (aerial work will include new facility and any maintenance on existing facilities)?\*

NO

 **Please list Linear feet (\$55 minimum flat fee + \$0.11 per LFT)\***

35

Is this work being completed for an utility company? \*

YES

Is a licensed professional completing the work? \*

YES

Select Utility Company: \*

Verizon

## Primary Contractor

|                                  |                                 |
|----------------------------------|---------------------------------|
| <b>Primary Contact Name*</b>     | <b>Contractor Business Name</b> |
| Courtney Malear                  | Mobile Network Solutions, LLC   |
| <b>Phone #*</b>                  | <b>Email*</b>                   |
| 859-544-5000                     | cmalear@mns3.com                |
| <b>Bond Company name*</b>        | <b>Bond#*</b>                   |
| Liberty Mutual Insurance Company | 016223157                       |
| <b>Bond \$ amount*</b>           |                                 |
| 25000                            |                                 |

## CERTIFICATION

|                                            |                     |
|--------------------------------------------|---------------------|
| <b>Full Name*</b>                          | <b>Date Signed*</b> |
| Matt Bates - on behalf of Verizon Wireless | 10/07/2021          |

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction.\*



## Timeline

| Label                                                                                                        | Activated               | Completed               | Assignee     | Due Date |
|--------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------|----------|
| ✓ Engineering Administrative Review                                                                          | 10/7/2021, 2:54:27 PM   | 11/30/2021, 10:30:57 AM | Tami Houston | -        |
| ✓ Completed Application Submitted                                                                            | 10/8/2021, 9:00:50 AM   | 10/19/2021, 9:40:44 AM  | Tami Houston | -        |
| ✓ HOA Notification Made                                                                                      | 10/8/2021, 9:00:50 AM   | 11/8/2021, 3:54:31 PM   | Tami Houston | -        |
| 💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.                                       | 11/30/2021, 10:30:57 AM | 3/3/2022, 9:49:56 AM    | MATT BATES   | -        |
| ✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE. | 3/3/2022, 9:49:57 AM    | -                       | Tami Houston | -        |
| ✓ 3 Year Maintenance Bond                                                                                    | -                       | -                       | -            | -        |
| 📋 Final Inspection                                                                                           | -                       | -                       | -            | -        |
| 📄 Permit Issuance                                                                                            | -                       | -                       | -            | -        |



ROW-21-507  
10844 Briar Stone Lane  
Berkley Grove  
As of 11-30-2023



## ROW-21-458

Right of Way Activity Permit

Status: Active

Submitted On: 9/15/2021

## Primary Location

10631 MISTY HOLLOW LN

FISHERS, IN 46038

## Owner

None

None None, None None

## Applicant

 MATT BATES

 423-802-7707

 matt.bates@telecadeng.com

 1961 Northpoint Blvd

Suite 130

Hixson, TN 37343

## Project Information

**Project Location (Must be described with reference to street name and/or subdivision)\***

10631 MISTY HOLLOW LN, Fishers, IN  
46038 / 39.94242, -86.02913 / Berkley  
Grove / GN INDY 2260

## Scope Of Work\*

Verizon Request- New Black Metal Light Pole - Small Cell

## Anticipated Start Date\*

11/02/2021

## Anticipated Completion Date\*

05/02/2022

## Type of Right of Way Activity \*

Excavation

Does work include underground construction, grading, trenching or excavation parallel to road?\*

YES

**Please list Sq. Ft. (\$55 minimum flat fee + \$0.80 per SFT)\***

25

Does work include directional bores or pushes under roadways?\*

NO

Does work include a Boring Pit(s)?\* 

NO

Does work include aerial Work (aerial work will include new facility and any maintenance on existing facilities)?\*

NO

Is this work being completed for an utility company?

\*

YES

Is a licensed professional completing the work? \*

YES

Select Utility Company: \*

Verizon

## Primary Contractor

|                              |                                 |
|------------------------------|---------------------------------|
| <b>Primary Contact Name*</b> | <b>Contractor Business Name</b> |
| Teresa Warnock               | Indoor Wireless, Inc.           |
| <b>Phone #*</b>              | <b>Email*</b>                   |
| 260-602-1522                 | teresa@indoorwireless.net       |
| <b>Bond Company name*</b>    | <b>Bond#*</b>                   |
| Merchants Bonding Company    | IN5185026                       |
| <b>Bond \$ amount*</b>       |                                 |
| 25000                        |                                 |

## CERTIFICATION

|                                            |                     |
|--------------------------------------------|---------------------|
| <b>Full Name*</b>                          | <b>Date Signed*</b> |
| Matt Bates - on behalf of Verizon Wireless | 09/15/2021          |

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction.\*



## Timeline

| Label                                                                                                        | Activated               | Completed               | Assignee     | Due Date |
|--------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------|----------|
| ✓ Engineering Administrative Review                                                                          | 9/15/2021, 1:32:48 PM   | 11/30/2021, 10:32:10 AM | Tami Houston | -        |
| ✓ Completed Application Submitted                                                                            | 9/15/2021, 2:47:02 PM   | 9/24/2021, 2:45:41 PM   | Tami Houston | -        |
| ✓ HOA Notification Made                                                                                      | 9/15/2021, 2:47:04 PM   | 9/20/2021, 1:59:33 PM   | Tami Houston | -        |
| 💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.                                       | 11/30/2021, 10:32:11 AM | 12/21/2021, 11:07:05 AM | MATT BATES   | -        |
| ✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE. | 12/21/2021, 11:07:06 AM | -                       | Tami Houston | -        |
| ✓ 3 Year Maintenance Bond                                                                                    | -                       | -                       | -            | -        |
| 📋 Final Inspection                                                                                           | -                       | -                       | -            | -        |
| 📋 Permit Issuance                                                                                            | -                       | -                       | -            | -        |



ROW-21-458  
10631 Misty Hollow Lane  
Berkley Grove  
As of 11-30-2023



## ROW-21-457

Right of Way Activity Permit

Status: Active

Submitted On: 9/15/2021

## Primary Location

7748 HEATHER LN

FISHERS, IN 46038

## Owner

None

None None, None None

## Applicant

 MATT BATES

 423-802-7707

 matt.bates@telecadeng.com

 1961 Northpoint Blvd

Suite 130

Hixson, TN 37343

## Project Information

**Project Location (Must be described with reference to street name and/or subdivision)\***

7748 HEATHER LN, Fishers, IN 46038 /  
39.94693, -86.02435 / Berkley Grove /  
GN INDY 2265

## Scope Of Work\*

Verizon Request- New Black Metal Light Pole - Small Cell

## Anticipated Start Date\*

11/02/2021

## Anticipated Completion Date\*

05/02/2022

## Type of Right of Way Activity \*

Excavation

Does work include underground construction, grading, trenching or excavation parallel to road?\*

YES

**Please list Sq. Ft. (\$55 minimum flat fee + \$0.80 per SFT)\***

25

Does work include directional bores or pushes under roadways?\*

NO

**Does work include a Boring Pit(s)?\* **

NO

Does work include aerial Work (aerial work will include new facility and any maintenance on existing facilities)?\*

NO

**Is this work being completed for an utility company?**

\*

YES

**Is a licensed professional completing the work? \***

YES

**Select Utility Company: \***

Verizon

## Primary Contractor

Primary Contact Name\*

Teresa Warnock

Contractor Business Name

Indoor Wireless, Inc.

Phone #\*

260-602-1522

Email\*

teresa@indoorwireless.net

Bond Company name\*

Merchants Bonding Company

Bond#\*

IN5185026

Bond \$ amount\*

25000

---

## CERTIFICATION

Full Name\*

Matt Bates - on behalf of Verizon  
Wireless

Date Signed\*

09/15/2021

I agree that my electronic signature is equivalent to  
a handwritten signature and is binding for all  
purposes related to this transaction.\*



---

## Timeline



ROW-21-457  
7748 Heather Lane  
Berkley Grove  
As of 11-30-2023



**RESOLUTION NO. R113021I**  
**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &  
SAFETY CONCERNING A RESIDENTIAL WAIVER TO INSTALL SMALL CELL  
FACILITIES IN THE CONNER CREEK NEIGHBORHOOD**

WHEREAS, pursuant to the Telecommunications Act of 1996 (“TCA”), Congress tasked the Federal Communications Commission (“FCC”) with creating rules for the implementation of telecommunications consistent with the TCA;

WHEREAS, the TCA prohibits State and local governments from regulating the placement, construction, and modification of personal wireless services facilities on the basis of the environmental effects of radio frequency emissions to the extent such facilities comply with the regulations contained within the TCA;

WHEREAS, Ind. Code § 8-1-32.3 *et. seq.*, (the “Act”) regulates permits for wireless services providers;

WHEREAS, pursuant to the Act, the placement of a small cell facility and the associated supporting structure in the public right-of-way is considered a permitted use and is exempt from local zoning review if the total height of the structure supporting the small cell facility does not exceed the greater of (a) 50 feet measured from grade or (b) the height of any utility pole in place on July 1, 2017 and within 500 feet of the proposed small cell facility, plus 10 feet;

WHEREAS, in general, the Act prohibits permit authorities from limiting the placement of small cell facilities by minimum separation distances or maximum height limitations; imposing unreasonable requirements regarding the maintenance or appearance of the small cell facility and associated supporting structure; limiting the duration of any permit that is granted; conditioning the grant of approval on the applicant’s agreement to allow other wireless facilities to be placed at, attached to, or located on the associated wireless support structure or utility pole; prohibiting an applicant from locating a small cell facility, wireless support structure, or utility pole in a residential area; imposing setback of fall-zone requirements for the associated wireless support structure or utility pole that are different from requirements imposed on other types of structures in the right-of-way; and requiring the removal of existing wireless support structures, wireless facilities, or utility poles, wherever located, as a condition for approval of the application;

WHEREAS, the Act provides that with respect to the construction, placement, or use of a small cell facility and the associated supporting structure, a permit authority may prohibit the placement of a new utility pole or a new wireless support structure in a right-of-way within certain residential areas that are designated strictly for underground or buried utilities if certain requirements are met (“Underground Utility Area”);

WHEREAS, in accordance with the Act, the City of Fishers, Hamilton County, Indiana (“City”) by and through its Board of Public Works & Safety (“Board”) has designated all residential areas within the City as an Underground Utility Area;



WHEREAS, the Act provides that a permit authority must establish a waiver process that addresses requests to install new utility poles or new wireless support structures within the Underground Utility Area;

WHEREAS, on or around April 28, 2017, the City of Fishers, Hamilton County, Indiana (“City”) by and through its Board of Public Works & Safety (“Board”) adopted a “Waiver Procedure to Construct, Place, or Use Small Cell Facilities & Associated Supporting Structures Within City Right-of-Way Designated Strictly for Underground or Buried Utilities” (“Residential Waiver”), which was amended by the Board on or around August 10, 2020, R081020D;

WHEREAS, Verizon Wireless has submitted proposed locations within the Conner Creek neighborhood for current or future permits to install new utility poles or wireless support structures, all as further described and depicted in Exhibit A, attached hereto and incorporated herein (hereinafter described individually or collectively as the “Proposed Locations”);

WHEREAS, on or around September 1, 2021, in accordance with the Residential Waiver, a meeting was conducted between the neighborhood/community association for Conner Creek and Verizon Wireless to discuss the Proposed Locations and any alternative locations proposed by the community/neighborhood association or property management group; and

WHEREAS, the City now desires to consider the Residential Waiver and Proposed Locations described therein for approval.

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

**Section 1.** Approved Locations. The Board hereby approves Verizon Wireless Residential Waiver to install new utility poles or wireless support structures within Conner Creek with respect to the following Proposed Locations:

- a. 500 Conner Creek Drive
- b. 705 Conner Creek Drive

**Section 2.** The Board hereby designates the Director of Engineering or his designee to execute any and all documents necessary to effectuate the Residential Waiver. With respect to the Approved Locations listed in Section 1, construction shall commence not later than two (2) years after the date the permit is granted.

**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 30<sup>th</sup> day of November, 2021.

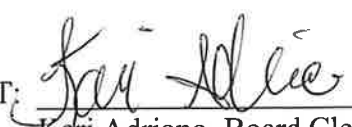
YAY

NAY

ABSTAIN

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

ATTEST:

  
Kari Adriano, Board Clerk

DATE: 11/30/2021

This instrument prepared by: Christopher P. Greisl, 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/ Christopher P. Greisl

## ROW-21-456

Right of Way Activity Permit

Status: Active

Submitted On: 9/15/2021

## Primary Location

705 CONNER CREEK DR

FISHERS, IN 46038

## Owner

Conner Creek Homeowners Assoc

PO Box 6210 Fishers, IN 46038

## Applicant

 MATT BATES

 423-802-7707

 matt.bates@telecadeng.com

 1961 Northpoint Blvd

Suite 130

Hixson, TN 37343

## Project Information

**Project Location (Must be described with reference to street name and/or subdivision)\***

705 CONNER CREEK DR, Fishers, IN  
46038 / 39.95302, -86.03753 / Conner  
Creek / GN INDY 2217

## Scope Of Work\*

Verizon Request - Replacement Black Metal Light Pole - Small Cell

## Anticipated Start Date\*

11/02/2021

## Anticipated Completion Date\*

05/02/2022

## Type of Right of Way Activity \*

Excavation

Does work include underground construction, grading, trenching or excavation parallel to road?\*

YES

Please list Sq. Ft. (\$55 minimum flat fee + \$0.80 per SFT)\*

25

Does work include directional bores or pushes under roadways?\*

NO

Does work include a Boring Pit(s)?\* 

NO

Does work include aerial Work (aerial work will include new facility and any maintenance on existing facilities)?\*

NO

Is this work being completed for an utility company?

\*

YES

Is a licensed professional completing the work? \*

YES

Select Utility Company: \*

Verizon

## Primary Contractor

|                                      |                                 |
|--------------------------------------|---------------------------------|
| <b>Primary Contact Name*</b>         | <b>Contractor Business Name</b> |
| Blanca Ortega                        | Bowlin Communications, LLC      |
| <b>Phone #*</b>                      | <b>Email*</b>                   |
| 850-776-7906                         | bortega@bowlingroup.com         |
| <b>Bond Company name*</b>            | <b>Bond#*</b>                   |
| Atlantic Specialty Insurance Company | 800052743                       |
| <b>Bond \$ amount*</b>               |                                 |
| 25000                                |                                 |

## CERTIFICATION

|                                            |                     |
|--------------------------------------------|---------------------|
| <b>Full Name*</b>                          | <b>Date Signed*</b> |
| Matt Bates - on behalf of Verizon Wireless | 09/15/2021          |

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction.\*



## Timeline

| Label                                                                                                        | Activated               | Completed               | Assignee     | Due Date |
|--------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------|----------|
| ✓ Engineering Administrative Review                                                                          | 9/15/2021, 1:12:01 PM   | 11/30/2021, 10:36:53 AM | Tami Houston | -        |
| ✓ Completed Application Submitted                                                                            | 9/15/2021, 2:46:34 PM   | 9/24/2021, 2:47:45 PM   | Tami Houston | -        |
| ✓ HOA Notification Made                                                                                      | 9/15/2021, 2:46:36 PM   | 9/20/2021, 2:00:11 PM   | Tami Houston | -        |
| 💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.                                       | 11/30/2021, 10:36:54 AM | -                       | MATT BATES   | -        |
| ✓ 3 Year Maintenance Bond                                                                                    | -                       | -                       | -            | -        |
| ✓ Final Construction Start Date Scheduled/Verified, THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE. | -                       | -                       | -            | -        |
| 📋 Final Inspection                                                                                           | -                       | -                       | -            | -        |
| 📋 Permit Issuance                                                                                            | -                       | -                       | -            | -        |

ROW-21-456  
705 Conner Creek Drive  
Conner Creek  
As of 11-30-2023



## ROW-21-454

Right of Way Activity Permit

Status: Active

Submitted On: 9/15/2021

## Primary Location

500 CONNER CREEK DR

FISHERS, IN 46038

## Owner

None

None None, None None

## Applicant

 MATT BATES

 423-802-7707

 matt.bates@telecadeng.com

 1961 Northpoint Blvd

Suite 130

Hixson, TN 37343

## Project Information

**Project Location (Must be described with reference to street name and/or subdivision)\***

500 CONNER CREEK DR, Fishers, IN  
46038 / 39.95554, -86.03713 / Conner  
Creek / GN INDY 2251

## Scope Of Work\*

Verizon Request - Replacement Black Metal Light Pole - Small Cell

## Anticipated Start Date\*

11/02/2021

## Anticipated Completion Date\*

05/02/2022

## Type of Right of Way Activity \*

Excavation

Does work include underground construction, grading, trenching or excavation parallel to road?\*

YES

**Please list Sq. Ft. (\$55 minimum flat fee + \$0.80 per SFT)\***

25

Does work include directional bores or pushes under roadways?\*

NO

**Does work include a Boring Pit(s)?\* **

NO

Does work include aerial Work (aerial work will include new facility and any maintenance on existing facilities)?\*

NO

**Is this work being completed for an utility company?**

\*

YES

**Is a licensed professional completing the work? \***

YES

**Select Utility Company: \***

Verizon

## Primary Contractor

|                                      |                                 |
|--------------------------------------|---------------------------------|
| <b>Primary Contact Name*</b>         | <b>Contractor Business Name</b> |
| Blanca Ortega                        | Bowlin Communications, LLC      |
| <b>Phone #*</b>                      | <b>Email*</b>                   |
| 850-776-7906                         | bortega@bowlingroup.com         |
| <b>Bond Company name*</b>            | <b>Bond#*</b>                   |
| Atlantic Specialty Insurance Company | 800052743                       |
| <b>Bond \$ amount*</b>               |                                 |
| 25000                                |                                 |

## CERTIFICATION

|                                            |                     |
|--------------------------------------------|---------------------|
| <b>Full Name*</b>                          | <b>Date Signed*</b> |
| Matt Bates - on behalf of Verizon Wireless | 09/15/2021          |

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction.\*



## Timeline

| Label                                                                                                        | Activated               | Completed               | Assignee     | Due Date |
|--------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------|----------|
| ✓ Engineering Administrative Review                                                                          | 9/15/2021, 12:53:38 PM  | 11/30/2021, 10:35:28 AM | Tami Houston | -        |
| ✓ Completed Application Submitted                                                                            | 9/15/2021, 2:46:15 PM   | 9/24/2021, 2:48:56 PM   | Tami Houston | -        |
| ✓ HOA Notification Made                                                                                      | 9/15/2021, 2:46:18 PM   | 9/20/2021, 2:00:34 PM   | Tami Houston | -        |
| 💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.                                       | 11/30/2021, 10:35:29 AM | -                       | MATT BATES   | -        |
| ✓ 3 Year Maintenance Bond                                                                                    | -                       | -                       | -            | -        |
| ✓ Final Construction Start Date Scheduled/Verified, THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE. | -                       | -                       | -            | -        |
| 📋 Final Inspection                                                                                           | -                       | -                       | -            | -        |
| 📋 Permit Issuance                                                                                            | -                       | -                       | -            | -        |



ROW-21-454  
500 Conner Creek Drive  
Conner Creek  
As of 11-30-2023





**RESOLUTION NO. R113021J**  
**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &  
SAFETY CONCERNING A RESIDENTIAL WAIVER TO INSTALL SMALL CELL  
FACILITIES IN HARVARD PARK NEIGHBORHOOD**

WHEREAS, pursuant to the Telecommunications Act of 1996 (“TCA”), Congress tasked the Federal Communications Commission (“FCC”) with creating rules for the implementation of telecommunications consistent with the TCA;

WHEREAS, the TCA prohibits State and local governments from regulating the placement, construction, and modification of personal wireless services facilities on the basis of the environmental effects of radio frequency emissions to the extent such facilities comply with the regulations contained within the TCA;

WHEREAS, Ind. Code § 8-1-32.3 *et. seq.*, (the “Act”) regulates permits for wireless services providers;

WHEREAS, pursuant to the Act, the placement of a small cell facility and the associated supporting structure in the public right-of-way is considered a permitted use and is exempt from local zoning review if the total height of the structure supporting the small cell facility does not exceed the greater of (a) 50 feet measured from grade or (b) the height of any utility pole in place on July 1, 2017 and within 500 feet of the proposed small cell facility, plus 10 feet;

WHEREAS, in general, the Act prohibits permit authorities from limiting the placement of small cell facilities by minimum separation distances or maximum height limitations; imposing unreasonable requirements regarding the maintenance or appearance of the small cell facility and associated supporting structure; limiting the duration of any permit that is granted; conditioning the grant of approval on the applicant’s agreement to allow other wireless facilities to be placed at, attached to, or located on the associated wireless support structure or utility pole; prohibiting an applicant from locating a small cell facility, wireless support structure, or utility pole in a residential area; imposing setback of fall-zone requirements for the associated wireless support structure or utility pole that are different from requirements imposed on other types of structures in the right-of-way; and requiring the removal of existing wireless support structures, wireless facilities, or utility poles, wherever located, as a condition for approval of the application;

WHEREAS, the Act provides that with respect to the construction, placement, or use of a small cell facility and the associated supporting structure, a permit authority may prohibit the placement of a new utility pole or a new wireless support structure in a right-of-way within certain residential areas that are designated strictly for underground or buried utilities if certain requirements are met (“Underground Utility Area”);

WHEREAS, in accordance with the Act, the City of Fishers, Hamilton County, Indiana (“City”) by and through its Board of Public Works & Safety (“Board”) has designated all residential areas within the City as an Underground Utility Area;

WHEREAS, the Act provides that a permit authority must establish a waiver process that addresses requests to install new utility poles or new wireless support structures within the Underground Utility Area;

WHEREAS, on or around April 28, 2017, the City of Fishers, Hamilton County, Indiana (“City”) by and through its Board of Public Works & Safety (“Board”) adopted a “Waiver Procedure to Construct, Place, or Use Small Cell Facilities & Associated Supporting Structures Within City Right-of-Way Designated Strictly for Underground or Buried Utilities” (“Residential Waiver”), which was amended by the Board on or around August 10, 2020, R081020D;

WHEREAS, Verizon Wireless has submitted proposed locations within the Harvard Park neighborhood for current or future permits to install new utility poles or wireless support structures, all as further described and depicted in Exhibit A, attached hereto and incorporated herein (hereinafter described individually or collectively as the “Proposed Locations”);

WHEREAS, on or around October 13, 2021, in accordance with the Residential Waiver, a meeting was conducted between the neighborhood/community association for Harvard Park and Verizon Wireless to discuss the Proposed Locations and any alternative locations proposed by the community/neighborhood association or property management group; and

WHEREAS, the City now desires to consider the Residential Waiver and Proposed Locations described therein for approval.

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

**Section 1.** Approved Locations. The Board hereby approves Verizon Wireless Residential Waiver to install new utility poles or wireless support structures within Harvard Park with respect to the following Proposed Locations:

- a. 6426 Stratford Drive North
- b. 11201 Stratford Drive North
- c. 6383 Franklin Court

**Section 2.** The Board hereby designates the Director of Engineering or his designee to execute any and all documents necessary to effectuate the Residential Waiver. With respect to the Approved Locations listed in Section 1, construction shall commence not later than two (2) years after the date the permit is granted.

**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 30<sup>th</sup> day of November, 2021.

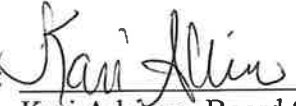
YAY

NAY

ABSTAIN

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

ATTEST:

  
Kari Adriano, Board Clerk

DATE:

11/30/2021

This instrument prepared by: Christopher P. Greisl, 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/ Christopher P. Greisl

## ROW-21-447

Right of Way Activity Permit

Status: Active

Submitted On: 9/14/2021

## Primary Location

6426 STRATFORD DR N

FISHERS, IN 46038

## Owner

None

None None, None None

## Applicant

 MATT BATES

 423-802-7707

 matt.bates@telecadeng.com

 1961 Northpoint Blvd

Suite 130

Hixson, TN 37343

## Project Information

**Project Location (Must be described with reference to street name and/or subdivision)\***

6426 STRATFORD DR N, Fishers, IN  
46038 / 39.95291, -86.05555 / Harvard  
Park / GN INDY 2234

## Scope Of Work\*

Verizon Request- New Black Metal Pole - Small Cell

## Anticipated Start Date\*

11/02/2021

## Anticipated Completion Date\*

05/02/2022

## Type of Right of Way Activity \*

Excavation

Does work include underground construction, grading, trenching or excavation parallel to road?\*

YES

**Please list Sq. Ft. (\$55 minimum flat fee + \$0.80 per SFT)\***

25

Does work include directional bores or pushes under roadways?\*

NO

**Does work include a Boring Pit(s)?\* **

NO

Does work include aerial Work (aerial work will include new facility and any maintenance on existing facilities)?\*

NO

**Is this work being completed for an utility company?**

\*

YES

**Is a licensed professional completing the work? \***

YES

**Select Utility Company: \***

Verizon

## Primary Contractor

|                              |                                 |
|------------------------------|---------------------------------|
| <b>Primary Contact Name*</b> | <b>Contractor Business Name</b> |
| Teresa Warnock               | Indoor Wireless, Inc.           |
| <b>Phone #*</b>              | <b>Email*</b>                   |
| 260-602-1522                 | teresa@indoorwireless.net       |
| <b>Bond Company name*</b>    | <b>Bond#*</b>                   |
| Merchants Bonding Company    | IN5185026                       |
| <b>Bond \$ amount*</b>       |                                 |
| 25000                        |                                 |

## CERTIFICATION

|                                            |                     |
|--------------------------------------------|---------------------|
| <b>Full Name*</b>                          | <b>Date Signed*</b> |
| Matt Bates - on behalf of Verizon Wireless | 09/14/2021          |

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction.\*



## Timeline

| Label                                                                                                        | Activated               | Completed               | Assignee     | Due Date |
|--------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------|----------|
| ✓ Engineering Administrative Review                                                                          | 9/14/2021, 4:46:17 PM   | 11/30/2021, 10:42:10 AM | Tami Houston | -        |
| ✓ Completed Application Submitted                                                                            | 9/15/2021, 8:34:11 AM   | 9/24/2021, 3:33:51 PM   | Tami Houston | -        |
| ✓ HOA Notification Made                                                                                      | 9/15/2021, 8:34:13 AM   | 9/20/2021, 2:03:22 PM   | Tami Houston | -        |
| 💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.                                       | 11/30/2021, 10:42:11 AM | 12/21/2021, 11:01:01 AM | MATT BATES   | -        |
| ✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE. | 12/21/2021, 11:01:02 AM | -                       | Tami Houston | -        |
| ✓ 3 Year Maintenance Bond                                                                                    | -                       | -                       | -            | -        |
| 📋 Final Inspection                                                                                           | -                       | -                       | -            | -        |
| 📋 Permit Issuance                                                                                            | -                       | -                       | -            | -        |

ROW-21-447  
6426 Stratford Drive North  
Harvard Park  
As of 11-30-2023



## ROW-21-471

Right of Way Activity Permit

Status: Active

Submitted On: 9/30/2021

## Primary Location

11201 STRATFORD DR N

FISHERS, IN 46038

## Owner

None

None None, None None

## Applicant

 MATT BATES

 423-802-7707

 matt.bates@telecadeng.com

 1961 Northpoint Blvd

Suite 130

Hixson, TN 37343

## Project Information

**Project Location (Must be described with reference to street name and/or subdivision)\***

11201 Stratford Dr N, Fishers, IN 46038  
/ 39.951987, -86.058038 / Harvard Park  
- GN INDY 2245

## Scope Of Work\*

Verizon Request- New Black Metal Pole - Small Cell

## Anticipated Start Date\*

11/02/2021

## Anticipated Completion Date\*

05/02/2022

## Type of Right of Way Activity \*

Excavation

Does work include underground construction, grading, trenching or excavation parallel to road?\*

YES

**Please list Sq. Ft. (\$55 minimum flat fee + \$0.80 per SFT)\***

25

Does work include directional bores or pushes under roadways?\*

NO

**Does work include a Boring Pit(s)?\* **

NO

Does work include aerial Work (aerial work will include new facility and any maintenance on existing facilities)?\*

NO

**Is this work being completed for an utility company?**

\*

YES

**Is a licensed professional completing the work? \***

YES

**Select Utility Company: \***

Verizon

## Primary Contractor

|                              |                                 |
|------------------------------|---------------------------------|
| <b>Primary Contact Name*</b> | <b>Contractor Business Name</b> |
| Teresa Warnock               | Indoor Wireless, Inc.           |
| <b>Phone #*</b>              | <b>Email*</b>                   |
| 260-602-1522                 | teresa@indoorwireless.net       |
| <b>Bond Company name*</b>    | <b>Bond#*</b>                   |
| Merchants Bonding Company    | IN5185026                       |
| <b>Bond \$ amount*</b>       |                                 |
| 25000                        |                                 |

## CERTIFICATION

|                                            |                     |
|--------------------------------------------|---------------------|
| <b>Full Name*</b>                          | <b>Date Signed*</b> |
| Matt Bates - on behalf of Verizon Wireless | 09/21/2021          |

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction.\*



## Timeline

| Label                                                                                                        | Activated               | Completed               | Assignee     | Due Date |
|--------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------|----------|
| ✓ Engineering Administrative Review                                                                          | 9/30/2021, 12:18:11 PM  | 11/30/2021, 10:42:42 AM | Tami Houston | -        |
| ✓ Completed Application Submitted                                                                            | 9/30/2021, 12:59:52 PM  | 9/30/2021, 1:02:37 PM   | Tami Houston | -        |
| ✓ HOA Notification Made                                                                                      | 9/30/2021, 12:59:52 PM  | 9/30/2021, 1:00:45 PM   | Tami Houston | -        |
| 💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.                                       | 11/30/2021, 10:42:43 AM | -                       | MATT BATES   | -        |
| ✓ 3 Year Maintenance Bond                                                                                    | -                       | -                       | -            | -        |
| ✓ Final Construction Start Date Scheduled/Verified, THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE. | -                       | -                       | -            | -        |
| 📋 Final Inspection                                                                                           | -                       | -                       | -            | -        |
| 📋 Permit Issuance                                                                                            | -                       | -                       | -            | -        |



ROW-21-471  
11201 Stratford Drive North  
Harvard Park  
As of 11-30-2023



## ROW-21-465

Right of Way Activity Permit

Status: Active

Submitted On: 9/16/2021

## Primary Location

6383 FRANKLIN CT

FISHERS, IN 46038

## Owner

None

None None, None None

## Applicant

 MATT BATES

 423-802-7707

 matt.bates@telecadeng.com

 1961 Northpoint Blvd

Suite 130

Hixson, TN 37343

## Project Information

**Project Location (Must be described with reference to street name and/or subdivision)\***

6383 Franklin Ct, Fishers, IN 46038 /  
39.95085, -86.05565 / Harvard Park /  
GN INDY 2283

## Scope Of Work\*

Verizon Request - New Black Metal Pole - Small Cell

## Anticipated Start Date\*

11/02/2021

## Anticipated Completion Date\*

05/02/2022

## Type of Right of Way Activity \*

Excavation

Does work include underground construction, grading, trenching or excavation parallel to road?\*

YES

**Please list Sq. Ft. (\$55 minimum flat fee + \$0.80 per SFT)\***

25

Does work include directional bores or pushes under roadways?\*

NO

**Does work include a Boring Pit(s)?\* **

NO

Does work include aerial Work (aerial work will include new facility and any maintenance on existing facilities)?\*

NO

**Is this work being completed for an utility company?**

\*

YES

**Is a licensed professional completing the work? \***

YES

**Select Utility Company: \***

Verizon

## Primary Contractor

|                                            |                                 |
|--------------------------------------------|---------------------------------|
| <b>Primary Contact Name*</b>               | <b>Contractor Business Name</b> |
| Scott Sontag                               | JDH Contracting, INC.           |
| <b>Phone #*</b>                            | <b>Email*</b>                   |
| 317-402-7985                               | permits@jdhcontracting.com      |
| <b>Bond Company name*</b>                  | <b>Bond#*</b>                   |
| The Guarantee Company of North America USA | 20115491                        |
| <b>Bond \$ amount*</b>                     |                                 |
| 25000                                      |                                 |

## CERTIFICATION

|                                            |                     |
|--------------------------------------------|---------------------|
| <b>Full Name*</b>                          | <b>Date Signed*</b> |
| Matt Bates - on behalf of Verizon Wireless | 09/16/2021          |

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction.\*



## Timeline

| Label                                                                                                        | Activated               | Completed               | Assignee     | Due Date |
|--------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------|----------|
| ✓ Engineering Administrative Review                                                                          | 9/16/2021, 11:53:20 AM  | 11/30/2021, 10:43:38 AM | Tami Houston | -        |
| ✓ Completed Application Submitted                                                                            | 9/16/2021, 12:46:54 PM  | 9/24/2021, 2:40:58 PM   | Tami Houston | -        |
| ✓ HOA Notification Made                                                                                      | 9/16/2021, 12:46:56 PM  | 9/20/2021, 1:55:45 PM   | Tami Houston | -        |
| 💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.                                       | 11/30/2021, 10:43:38 AM | -                       | MATT BATES   | -        |
| ✓ 3 Year Maintenance Bond                                                                                    | -                       | -                       | -            | -        |
| ✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE. | -                       | -                       | -            | -        |
| 📋 Final Inspection                                                                                           | -                       | -                       | -            | -        |
| 📋 Permit Issuance                                                                                            | -                       | -                       | -            | -        |



ROW-21-465  
6383 Franklin Court  
Harvard Park  
As of 11-30-2023





# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                   |                                                  |                                                                                                                                |                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | December 12, 2023                                                                                                                                                                                 |                                                  |                                                                                                                                |                                                                                            |
| <b>TITLE</b>                                                                                                                                                                    | Request to revoke Right-of-Way permits                                                                                                                                                            |                                                  |                                                                                                                                |                                                                                            |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Tami Houston, Project Engineer<br>Department: Engineering                                                                                                                           |                                                  |                                                                                                                                |                                                                                            |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                       | <input checked="" type="checkbox"/> Regular      | <input type="checkbox"/> Special                                                                                               | <input type="checkbox"/> Retreat                                                           |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                                  | <input type="checkbox"/> Ordinance               | <input checked="" type="checkbox"/> Resolution                                                                                 | <input type="checkbox"/> Regular                                                           |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                                  | <input type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                        | <input type="checkbox"/> 3 <sup>rd</sup> Reading<br><input type="checkbox"/> Final Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                      |                                                  | Resolution #: R121223B                                                                                                         |                                                                                            |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input type="checkbox"/> Contract <b>required</b> for this item                                                                                                                                   |                                                  | <input type="checkbox"/> Signed copy of contract attached                                                                      |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                           |                                                  | <input checked="" type="checkbox"/> <b>No contract</b> for this item                                                           |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                             |                                                  | <input type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                                                            |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                  | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                   |                                                                                            |

|                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                       |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
|                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                       |
| <b>APPROVALS/REVIEWS</b>                                                      | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Controller's Office          |
|                                                                               | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Finance Committee            |
|                                                                               | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> Technical Advisory Committee |
|                                                                               | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> Other:                       |
|                                                                               | <input checked="" type="checkbox"/> Legal Counsel –<br><i>Name of Reviewer: Lindsey Bennett</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                       |
| <b>BACKGROUND</b><br>(Includes description, background,<br>and justification) | Per IC-8-1-32.3-26, construction of 5G small cell structures must commence not later than two (2) years after the date the permit is granted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                       |
|                                                                               | <p>On November 18, 2021, the Board of Public Works and Safety approved numerous Right-of-Way permits for Verizon Wireless to construct 5G structures within various neighborhoods.</p> <p><u>ROW-21-353</u> – 8361 Harrison Parkway in Harrison Park was issued on November 18, 2021. As of November 18, 2023, construction has not started on this structure.</p> <p><u>ROW-21-448</u> – 11191 Boston Way in Fishers Pointe was issued on November 18, 2021. As of November 18, 2023, construction has not started on this structure.</p> <p>On November 30, 2021, the Board of Public Works and Safety approved numerous Right-of-Way permits for Verizon Wireless to construct 5G structures within various neighborhoods.</p> <p><u>ROW-21-459</u> - 10695 Briar Stone Lane in Berkley Grove was issued on November 30, 2021. As of November 30, 2023, construction has not started on this structure.</p> <p><u>ROW-21-507</u> - 10844 Briar Stone Lane in Berkley Grove was issued on November 30, 2021. As of November 30, 2023, construction has not started on this structure.</p> <p><u>ROW-21-458</u> - 10631 Misty Hollow Lane in Berkley Grove was issued on November 30, 2021. As of November 30, 2023, construction has not started on this structure.</p> <p><u>ROW-21-457</u> – 7748 Heather Lane in Berkley Grove was issued on November 30, 2021. As of November 30, 2023, construction has not started on this structure.</p> <p><u>ROW-21-456</u> – 705 Conner Creek Drive in Conner Creek was issued on November 30, 2021. As of November 30, 2023, construction has not started on this structure.</p> <p><u>ROW-21-454</u> – 500 Conner Creek Drive in Conner Creek was issued on November 30, 2021. As of November 30, 2023, construction has not started on this structure.</p> <p><u>ROW-21-447</u> – 6426 Stratford Drive North in Harvard Park was issued on November 30, 2021. As of November 30, 2023, construction has not started on this structure.</p> <p><u>ROW-21-471</u> – 11201 Stratford Drive North in Harvard Park was issued on November 30, 2021. As of November 30, 2023, construction has not started on this structure.</p> <p><u>ROW-21-465</u> – 6383 Franklin Court in Harvard Park was issued on November 30, 2021. As of November 30, 2023, construction has not started on this structure.</p> |                                                       |

|                                                                                             |                                                                                             |                                                                       |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                | N/A                                                                   |
|                                                                                             | Expenditure \$:                                                                             | N/A                                                                   |
|                                                                                             | Source of Funds:                                                                            |                                                                       |
|                                                                                             | Additional Appropriation #:                                                                 |                                                                       |
|                                                                                             | Narrative:                                                                                  |                                                                       |
| <b>OPTIONS</b><br>(Include <i>Deny Approval</i> Option)                                     | 1.                                                                                          | Approve the request to revoke some of presented Right-of-Way permits. |
|                                                                                             | 2.                                                                                          | Approve the request to revoke all the presented Right-of-Way permits  |
|                                                                                             | 3.                                                                                          | Deny the request                                                      |
|                                                                                             | 4.                                                                                          | Extend the Right-of-Way permits                                       |
| <b>PROJECT TIMELINE</b>                                                                     | Right-of-Way permits will be revoked upon approval by the Board of Public Works and Safety. |                                                                       |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends revoking these Right-of-Way permits.                                       |                                                                       |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            | 1. Resolution<br>2. Exhibit                                                                 |                                                                       |

## **RESOLUTION NO. R121223B**

### **A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY CONCERNING THE TERMINATION OF RESIDENTIAL WAIVERS TO INSTALL SMALL CELL FACILITIES IN CERTAIN NEIGHBORHOODS**

WHEREAS, pursuant to the Telecommunications Act of 1996 (“TCA”), Congress tasked the Federal Communications Commission (“FCC”) with creating rules for the implementation of telecommunications consistent with the TCA;

WHEREAS, the TCA prohibits State and local governments from regulating the placement, construction, and modification of personal wireless services facilities on the basis of the environmental effects of radio frequency emissions to the extent such facilities comply with the regulations contained within the TCA;

WHEREAS, Ind. Code § 8-1-32.3 *et. seq.*, (the “Act”) regulates permits for wireless services providers;

WHEREAS, pursuant to the Act, the placement of a small cell facility and the associated supporting structure in the public right-of-way is considered a permitted use and is exempt from local zoning review if the total height of the structure supporting the small cell facility does not exceed the greater of (a) 50 feet measured from grade or (b) the height of any utility pole in place on July 1, 2017 and within 500 feet of the proposed small cell facility, plus 10 feet;

WHEREAS, in general, the Act prohibits permit authorities from limiting the placement of small cell facilities by minimum separation distances or maximum height limitations; imposing unreasonable requirements regarding the maintenance or appearance of the small cell facility and associated supporting structure; conditioning the grant of approval on the applicant’s agreement to allow other wireless facilities to be placed at, attached to, or located on the associated wireless support structure or utility pole; prohibiting an applicant from locating a small cell facility, wireless support structure, or utility pole in a residential area; imposing setback of fall-zone requirements for the associated wireless support structure or utility pole that are different from requirements imposed on other types of structures in the right-of-way; and requiring the removal of existing wireless support structures, wireless facilities, or utility poles, wherever located, as a condition for approval of the application;

WHEREAS, the Act provides that with respect to the construction, placement, or use of a small cell facility and the associated supporting structure, a permit authority may prohibit the placement of a new utility pole or a new wireless support structure in a right-of-way within certain residential areas that are designated strictly for underground or buried utilities if certain requirements are met (“Underground Utility Area”);



WHEREAS, in accordance with the Act, the City of Fishers, Hamilton County, Indiana (“City”) by and through its Board of Public Works & Safety (“Board”) has designated all residential areas within the City as an Underground Utility Area;

WHEREAS, the Act provides that a permit authority must establish a waiver process that addresses requests to install new utility poles or new wireless support structures within the Underground Utility Area;

WHEREAS, on or around April 28, 2017, the City of Fishers, Hamilton County, Indiana (“City”) by and through its Board of Public Works & Safety (“Board”) adopted a “Waiver Procedure to Construct, Place, or Use Small Cell Facilities & Associated Supporting Structures Within City Right-of-Way Designated Strictly for Underground or Buried Utilities” (“Residential Waiver”), which was amended by the Board on or around August 10, 2020, R081020D;

WHEREAS, Verizon Wireless previously submitted certain proposed locations within certain neighborhoods for current or future permits to install new utility poles or wireless support structures, and received Residential Waivers for the same, all as further described in Exhibit A, attached hereto and incorporated herein (hereinafter described individually or collectively as the “Approved Locations”);

WHEREAS, in accordance with the Act, the Board required construction of the Approved Locations to commence within two (2) years after the date permit was granted (“Construction Period”);

WHEREAS, the Construction Period for the Approved Locations has expired, and therefore, the Board now desires to terminate the Residential Waivers for the Approved Locations.

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

- Section 1.**     Termination of Residential Waivers. The Board hereby declares that the Construction Period for the Approved Locations, which are attached hereto and incorporated herein as Exhibit A, have expired. The Board hereby terminates the Residential Waivers for the Approved Locations.
- Section 2.**     The Board hereby designates the Director of Engineering or his designee to execute any and all documents necessary to effectuate the intent of this resolution.
- 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 28th day of November, 2023.

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

**YAY**

**NAY**

**ABSTAIN**

|  |                            |  |  |
|--|----------------------------|--|--|
|  | Scott Fadness,<br>Chairman |  |  |
|  | Jeff Lantz,<br>Member      |  |  |
|  | Jason Meyer,<br>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

# **UTILITY REIMBURSEMENT AGREEMENT**

## **City of Fishers, IN – Cumberland Rd Relocation**

**THIS AGREEMENT**, made and effective this \_\_\_11\_\_\_ day of \_\_\_October\_\_\_, 2023, is by and between **Duke Energy Indiana, LLC**, an Indiana limited liability company (hereinafter referred to as “DEI”), and **City of Fishers**, in Indiana (hereinafter referred to as “the Local Government”).

### **WITNESSETH:**

**WHEREAS**, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, **Cumberland Rd** in **Fishers**, Indiana; and

**WHEREAS**, DEI has constructed and now operates and maintains certain electric line facilities on or adjoining **Cumberland Rd**, all of which are more particularly depicted or described on the attached Exhibit “A” (hereinafter referred to as “the Utility Facilities”); and

**WHEREAS**, the Local Government needs to make certain improvements to or within **Cumberland Rd**, and the Local Government and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by the Local Government; and

**WHEREAS**, the Local Government has acquired or will acquire at the expense of the Local Government, a relocation area which is located upon public road right of way, which relocation area DEI has determined is suitable and is hereinafter referred to as “said relocation area”; and

**WHEREAS**, the Local Government has requested DEI to relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit “A;” and

**WHEREAS**, DEI is willing to relocate the Utility Facilities to said relocation area; provided that the Local Government reimburses DEI for the costs incurred by DEI to do so; and

**WHEREAS**, the Local Government is willing to reimburse DEI for such costs subject to the terms and conditions contained herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises from, to and between DEI and the Local Government, hereinafter contained, DEI and the Local Government do hereby agree to and with each other, as follows:

**SECTION I.** DEI will relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimated cost thereof is \$ 261,602 as shown on the attached Exhibit "B".

**SECTION II.** The Local Government shall reimburse DEI for the actual costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. Said statement shall include supporting documentation to substantiate the claim. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Government to support such invoice. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

**SECTION III.** DEI shall not start the Work until the following has occurred:

(a) written notice has been given to DEI by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way has been acquired for the Work,

(b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100 foot intervals with station markings,

(c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEI, and

(d) the Local Government and DEI have executed this Agreement.

**SECTION IV.** DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

**SECTION V.** DEI shall indemnify and hold harmless the Local Government from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Work (hereafter "Claim"); provided, however, that where the Local Government is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless the Local Government.

(Remainder of page intentionally left blank.)

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective the date first above written.

**DUKE ENERGY INDIANA, LLC**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
( Name, Printed or Typed)

\_\_\_\_\_  
( Position)

**City of Fishers, IN**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

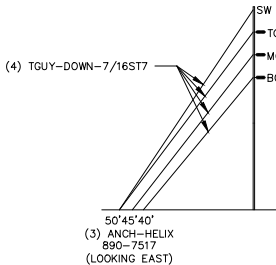
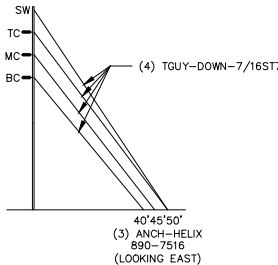
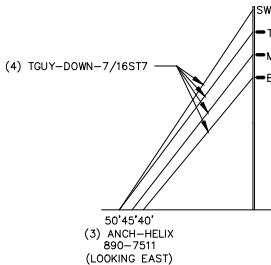
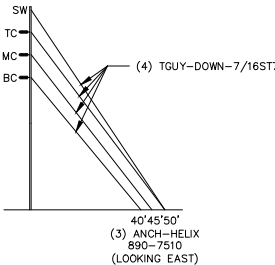
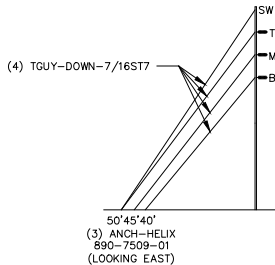
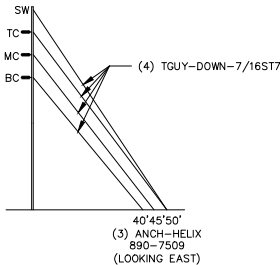
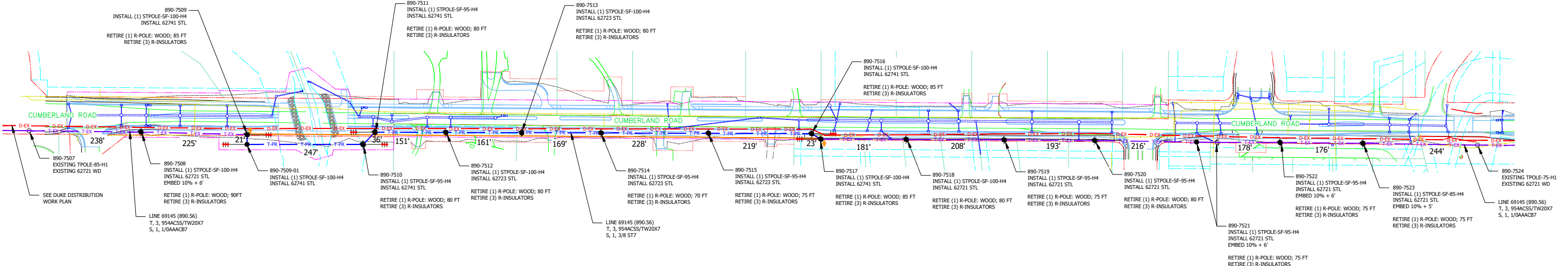
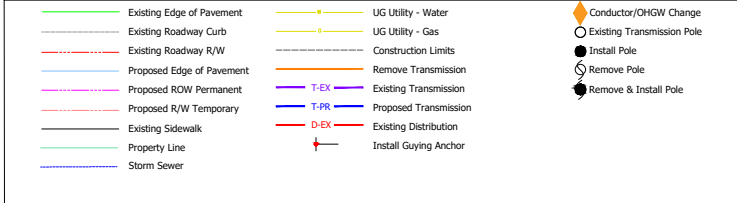
Printed Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
-Treasurer

EXHIBIT A - NOT FOR CONSTRUCTION



**\*SEE POLE-TO-POLE FOR  
FRAMING ORIENTATIONS AND  
OTHER CONSTRUCTION DETAILS**



THIS DRAWING OR BILL  
OF MATERIAL IS  
CONFIDENTIAL  
AND MAY NOT BE  
LOANED, REPRODUCED  
OR COPIED, EITHER  
WHOLLY OR IN PART,  
OR MADE PUBLIC IN  
ANY MANNER WITHOUT  
THE WRITTEN CONSENT  
OF DUKE ENERGY  
CORPORATION.

SPANS ID:

2309DEI0065KDL = WINDSTREAM KDL  
2309DEI0066ATT = AT&T  
2309DEI0052COM = COMCAST CABLE  
2309DEI0062HSS = HAMILTON CO. SCHOOLS FIBER  
2309DEI0067FBT = FIBERTECH NETWORKS LLC  
2309DEI0072TCG = TCG (AT&T LONG LINES)

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| FUNDING PROJECT NUMBER |
| M220040                |
| DPN                    |
| M22004001 & M22004002  |
| MAXIMO WO#             |
| 44598999 & 44599000    |
| DUKE CONTACT NAME      |
| ZACH BOSTON            |
| DUKE CONTACT NUMBER    |
| 317-838-1053           |

AREA

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| NORTH          |
| DISTRICT       |
| NOBLESVILLE    |
| COUNTY         |
| HAMILTON       |
| TOWNSHIP       |
| DELAWARE       |
| TAX CODE       |
| TC 29005/29006 |

CIRCUIT NUMBER

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LINE IDENTS  
90.56  
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| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 | 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 | 149 | 150 | 151 | 152 | 153 | 154 | 155 | 156 | 157 | 158 | 159 | 160 | 161 | 162 | 163 | 164 | 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 | 173 | 174 | 175 | 176 | 177 | 178 | 179 | 180 | 181 | 182 | 183 | 184 | 185 | 186 | 187 | 188 | 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 209 | 210 | 211 | 212 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | 234 | 235 | 236 | 237 | 238 | 239 | 240 | 241 | 242 | 243 | 244 | 245 | 246 | 247 | 248 | 249 | 250 | 251 | 252 | 253 | 254 | 255 | 256 | 257 | 258 | 259 | 260 | 261 | 262 | 263 | 264 | 265 | 266 | 267 | 268 | 269 | 270 | 271 | 272 | 273 | 274 | 275 | 276 | 277 | 278 | 279 | 280 | 281 | 282 | 283 | 284 | 285 | 286 | 287 | 288 | 289 | 290 | 291 | 292 | 293 | 294 | 295 | 296 | 297 | 298 | 299 | 300 | 301 | 302 | 303 | 304 | 305 | 306 | 307 | 308 | 309 | 310 | 311 | 312 | 313 | 314 | 315 | 316 | 317 | 318 | 319 | 320 | 321 | 322 | 323 | 324 | 325 | 326 | 327 | 328 | 329 | 330 | 331 | 332 | 333 | 334 | 335 | 336 | 337 | 338 | 339 | 340 | 341 | 342 | 343 | 344 | 345 | 346 | 347 | 348 | 349 | 350 | 351 | 352 | 353 | 354 | 355 | 356 | 357 | 358 | 359 | 360 | 361 | 362 | 363 | 364 | 365 | 366 | 367 | 368 | 369 | 370 | 371 | 372 | 373 | 374 | 375 | 376 | 377 | 378 | 379 | 380 | 381 | 382 | 383 | 384 | 385 | 386 | 387 | 388 | 389 | 390 | 391 | 392 | 393 | 394 | 395 | 396 | 397 | 398 | 399 | 400 | 401 | 402 | 403 | 404 | 405 | 406 | 407 | 408 | 409 | 410 | 411 | 412 | 413 | 414 | 415 | 416 | 417 | 418 | 419 | 420 | 421 | 422 | 423 | 424 | 425 | 426 | 427 | 428 | 429 | 430 | 431 | 432 | 433 | 434 | 435 | 436 | 437 | 438 | 439 | 440 | 441 | 442 | 443 | 444 | 445 | 446 | 447 | 448 | 449 | 450 | 451 | 452 | 453 | 454 | 455 | 456 | 457 | 458 | 459 | 460 | 461 | 462 | 463 | 464 | 465 | 466 | 467 | 468 | 469 | 470 | 471 | 472 | 473 |
|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

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| 2022 | E |
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| 2023 | E |

## SECTION

BIT A  
BIT A  
BIT A  
BIT A  
BIT A

**DATE**

| DRFT. | ENG |
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| ZB    | ZB  |
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| TITLE: |  |
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CUMBERLAND ROAD RELOCATION  
CIRCUIT NUMBER - 69145  
LINE IDENTS - 890.56

LOCATION

|                                 |                   |               |                   |             |
|---------------------------------|-------------------|---------------|-------------------|-------------|
| LOCATION:                       |                   |               |                   | FISHERS, IN |
| MIDWEST<br>TRANSMISSION<br>LINE | SCALE:<br><br>N/A | REV:<br><br>4 | DWG NO.<br><br>SH |             |

SCALE:

N/A

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1 OF 2

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|----------------------------|---------------------------------------------------------|---------------|-----------|-------------------------------|
| Funding Project Name       | 69145 Fishers Cumberland Rd Relo (Reimbursable Portion) | FP Number     | M220040   | Color Key for Data Entry      |
| Detail Project Name        | Reimbursable Portion                                    |               |           | Estimator                     |
| Detail Project Description | Replace 4 poles.                                        |               |           | Formula Cells (Do not change) |
| Estimate Prepared by       | Bryant Bucci                                            | Date Entered: | 14-Aug-23 | Date Revised:                 |
| Detail Project Number      | Tran Line 1                                             |               |           |                               |

CBS Cost Check

LD01

LD02

LD04

ED03

PE

Check CLRLN2

SP02

LA01

LA03

LA04

Check CLRLN1

MAT01

LNFD

LNSW

LNSW

L54100 CN (Oversight)

TL

REST

OM06

OM08

PM

CLLN

## (A) Cost of Property Additions

| Material and Related Exp |                               |                               |             |  |
|--------------------------|-------------------------------|-------------------------------|-------------|--|
| CBS                      | Material Categories           | Quantity                      | Cost w/ Tax |  |
| MAT01                    | L71728 Conductor              | 1,000                         | \$2,173     |  |
| MAT01                    | L71722 OPGW                   | 0                             | \$0         |  |
| MAT01                    | L71752 Pole Foundations       | 0                             | \$0         |  |
| MAT01                    | Towers                        | 0                             | \$0         |  |
| MAT01                    | Switches                      | 0                             | \$0         |  |
| MAT01                    | L71724 Light Duty Steel Poles | 4                             | \$39,678    |  |
| MAT01                    | L71748 Engineered Steel Poles | 0                             | \$0         |  |
| Package Material         |                               | Subtotal (Specific Materials) | \$41,851    |  |
| MAT01                    | L71722 Line Package Material  |                               | \$17,600    |  |
|                          |                               | Subtotal (Package Material)   | \$17,600    |  |
| Total Material Purchases |                               |                               | \$59,451    |  |

## Labor and Allocated Expenses

## Engineering

|                  |    |                                          | Hours | Cost     | Dur | Estimator Comments |
|------------------|----|------------------------------------------|-------|----------|-----|--------------------|
| LD01             | IL | L30600 TLine Conceptual Design           | 40    |          |     |                    |
| LD02             | IL | L31700 TLine Detailed Engineering        | 16    | \$683    | 18  |                    |
| LD04             | IL | L54000 TLine Support During Construction | 24    | \$1,025  | 18  |                    |
| LD02             | CL | L71732 TLine Contracted Engineering      | 1     | \$43     |     |                    |
| TLine Engr Total |    |                                          |       | \$13,920 | 18  |                    |
|                  |    |                                          |       | \$15,670 |     |                    |

|                   |    |                          | Hours | Cost | Dur | Estimator Comments |
|-------------------|----|--------------------------|-------|------|-----|--------------------|
| ED03              | IL | L41000 System Protection | 0     |      |     |                    |
| System Prot Total |    |                          | 0     | \$0  | 0   |                    |
|                   |    |                          |       | \$0  |     |                    |

|                                 |          |
|---------------------------------|----------|
| Total Engineering Costs         | \$15,670 |
| Total Engineering Contract Cost | \$13,920 |

## Construction Labor and Contracted

## Cost of Install

|             |    |                                                                         | Hours | Cost     | Units Per Day | Dur | Estimator Comments |
|-------------|----|-------------------------------------------------------------------------|-------|----------|---------------|-----|--------------------|
| LNSW        | IL | L54200 TLine Substation Crew                                            | 50    | \$1,914  | 10            | 5   |                    |
| LNSW        | NL | L71736 TLine Internal Crew Vehicle                                      |       | \$325    |               | 5   |                    |
| LNSW        | NL | L71736 Per Diem                                                         | 666   | \$8,658  |               |     |                    |
| LNSW        | NL | L71736 Mobilization                                                     | 20    | \$3,300  |               |     |                    |
| LNSW        | NL | L71736 TLine Construction Contract Non Labor (Rentals other than equip) |       | \$8,000  |               | 5   | Vac Truck          |
| LNSW        | NL | L71736 TLine Construction Contract Material                             |       | \$800    |               | 5   | Backfill           |
| LNSW        | NL | L71736 TLine Construction Contract Equipment                            |       | \$20,000 |               | 5   |                    |
| LNSW        | NL | L71736 TLine Construction Contract Labor                                | 400   |          |               |     |                    |
| LNSW        | CL | L71736 Labor factor                                                     | 1.00  | 400      | 80            | 5   |                    |
| CN          | CL | L71736 TLine Construction Contractor Contracted Oversight               | 50    | \$8,000  | 10            | 5   |                    |
| Total TLine |    |                                                                         |       | \$95,797 |               |     |                    |

|                  |    |                                                                              | Hours | Cost | Units Per Day | Dur | Estimator Comments |
|------------------|----|------------------------------------------------------------------------------|-------|------|---------------|-----|--------------------|
| LNFD             | IL | L54250 Foundation Substation Crew                                            | 0     | \$0  | 10            | 0   |                    |
| LNFD             | NL | L71734 Foundation Internal Crew Vehicle                                      |       | \$0  |               | 0   |                    |
| LNFD             | NL | L71734 Foundation Construction Contract Non Labor (Rentals other than equip) |       | \$0  |               | 0   |                    |
| LNFD             | NL | L71734 Foundation Construction Contract Material                             |       | \$0  |               | 0   |                    |
| LNFD             | NL | L71734 Foundation Construction Contract Equipment                            |       | \$0  |               | 0   |                    |
| LNFD             | NL | L71734 Foundation Construction Contract Labor                                | 0     |      |               | 0   |                    |
| LNFD             | CL | L71734 Labor factor                                                          | 1.00  | 0    | 100           | 0   |                    |
| CN               | CL | L71734 Foundation Construction Contractor Contracted Oversight               | 0     | \$0  | 10            | 0   |                    |
| Total Foundation |    |                                                                              |       | \$0  |               |     |                    |

|               |    |                                                                           | Hours | Cost | Units Per Day | Dur | Estimator Comments |
|---------------|----|---------------------------------------------------------------------------|-------|------|---------------|-----|--------------------|
| TL            | IL | S40050 Telecommunications Engineering                                     | 0     | \$0  |               |     |                    |
| TL            | IL | S53000 Telecom Technician                                                 | 0     | \$0  | 8             |     |                    |
| TL            | NL | S53000 Telecom Construction Contract Non Labor (Rentals other than equip) |       | \$0  |               |     |                    |
| TL            | NL | S53000 Telecom Construction Contract Material                             |       | \$0  |               |     |                    |
| TL            | NL | S53000 Telecom Construction Contract Equipment                            |       | \$0  | 8             |     |                    |
| TL            | NL | S53000 Telecom Construction Contract Labor                                | 0     |      |               |     |                    |
| TL            | CL | S53000 Labor factor                                                       | 1.00  | 0    | 8             |     |                    |
| CN            | CL | S53000 Telecom Contractor Contracted Oversight                            | 0     | \$0  | 8             |     |                    |
| TL            | IL | S53100 Test Telecom                                                       | 0     | \$0  |               |     |                    |
| Total Telecom |    |                                                                           |       | \$0  |               |     |                    |

|                                  |          |
|----------------------------------|----------|
| Total Construction Install Costs | \$95,797 |
|----------------------------------|----------|

|                                     |          |
|-------------------------------------|----------|
| Contract Construction Labor & Equip | \$64,800 |
| Contract Oversight                  | \$8,000  |
| Contract NonLabor/Matl              | \$8,800  |
| Total Construction Contract         | \$81,600 |

Reimbursable Portion

| Capital O&M |    |                        |                                                       | Hours                                   | Cost     | Units Per Day | Dur | Estimator Comments |
|-------------|----|------------------------|-------------------------------------------------------|-----------------------------------------|----------|---------------|-----|--------------------|
| CLRLN1      | CL | L71740                 | Vegetation Contract                                   | 70% 30%                                 | \$2,100  | 5000          | 0   | \$3,000.00         |
| CLRLN1      | CL | L71740                 | Vegetation Const Access Contract                      |                                         | \$0      | 1250          | 0   |                    |
| LA04        | NL | L30100                 | Route Survey                                          | 0                                       | \$0      | 16            |     |                    |
| LA04        | NL | L32440                 | LIDAR Survey                                          | 0                                       | \$0      | 16            |     |                    |
| LA04        | NL | L50350                 | Staking Survey                                        | 13                                      | \$1,200  | 16            |     |                    |
| LNSW        | NL | L71736                 | Traffic Control                                       |                                         | \$10,000 |               |     |                    |
| LA01        | NL | L31350                 | Line Rights of Way                                    |                                         | \$0      |               |     |                    |
| REST        | NL | L61600                 | Damages                                               |                                         | \$4,000  | 1000          |     |                    |
| CLRLN2      | NL | L50375                 | Environmental Site Work/SWPPP                         |                                         | \$2,400  |               |     |                    |
| SP02        | NL | L31200, L31900, L33400 | Environmental Permit Acquisition - Army Corp          |                                         | \$0      |               |     |                    |
| SP02        | NL | L31200, L31900, L33400 | Environmental Permit Acquisition - Cultural Resources |                                         | \$0      |               |     |                    |
| SP02        | NL | L31200, L31900, L33400 | Environmental Permit Acquisition - Floodway           |                                         | \$0      |               |     |                    |
| SP02        | NL | L31200, L31900, L33400 | Environmental Permit Acquisition - Listed Species     |                                         | \$0      |               |     |                    |
| SP02        | NL | L31200, L31900, L33400 | Environmental Permit Acquisition - SWPPP              |                                         | \$1,000  |               |     |                    |
| SP02        | NL | L31200, L31900, L33400 | OPSB Permit                                           |                                         | \$0      |               |     |                    |
| LD04        | NL | L40000                 | Railroad Permit                                       |                                         | \$0      |               |     |                    |
| LD04        | NL | L40100                 | Highway Permits                                       |                                         | \$0      |               |     |                    |
| LD02        | NL | L71732                 | Soil Borings                                          |                                         | \$0      |               |     |                    |
| PE          | NL | L30300, L50300, L61700 | Public Engagement                                     |                                         | \$1,000  |               |     |                    |
| LNSW        | NL | L71736                 | Matting                                               |                                         | \$25,000 |               |     |                    |
| LNSW        | NL | L71736                 | Construction Access                                   |                                         | \$0      |               |     |                    |
|             |    |                        |                                                       | Total Misc                              | \$46,700 |               |     |                    |
|             |    |                        |                                                       | Total Install (Matl, Engr, Const, Misc) |          | \$217,618     |     |                    |

Construction Labor and Contracted Removal/Retirement

|      |    |        |                                                                  | Hours                          | Cost     | Units Per Day | Dur | Estimator Comments |
|------|----|--------|------------------------------------------------------------------|--------------------------------|----------|---------------|-----|--------------------|
| LNRN | IL | L54350 | TLine Substation Crew DE Internal                                | 20                             | \$765    | 10            | 2   |                    |
| LNRN | NL | L71738 | TLine Internal Crew Vehicle                                      |                                | \$130    |               | 2   |                    |
| LNRN | NL | L71738 | TLine Construction Contract Non Labor (Rentals other than equip) |                                | \$0      |               | 2   |                    |
| LNRN | NL | L71738 | TLine Construction Contract Material                             |                                | \$1,200  |               | 2   | Backfill           |
| LNRN | NL | L71738 | TLine Construction Contract Equipment                            |                                | \$8,960  |               | 2   |                    |
| LNRN | NL | L71738 | TLine Construction Contract Labor                                | 160                            |          |               |     |                    |
| LNRN | CL | L71738 | Labor factor                                                     | 1.00                           | \$17,920 | 80            | 2   |                    |
| CN   | CL | L71738 | TLine Construction Contractor Contracted Oversight               | 20                             | \$3,200  | 10            | 2   |                    |
|      |    |        |                                                                  | Total Tline Retire             | \$32,176 |               |     |                    |
|      |    |        |                                                                  | Hours                          | Cost     | Units Per Day | Dur | Estimator Comments |
| LNRN | NL | L71738 | Traffic Control                                                  |                                | \$4,000  |               |     |                    |
| LNRN | NL | L71738 | Damages                                                          |                                | \$0      | 1000          |     |                    |
| LNRN | NL | L71738 | Environmental Site Work/SWPPP                                    |                                | \$0      |               |     |                    |
| LNRN | NL | L71738 | Matting                                                          |                                | \$0      |               |     |                    |
| LNRN | NL | L71738 | Construction Access                                              |                                | \$0      |               |     |                    |
|      |    |        |                                                                  | Total Misc                     | \$4,000  |               |     |                    |
|      |    |        |                                                                  | Total Retirement (Const, Misc) |          | \$36,176      |     |                    |

Construction Labor and Contracted O&M

|      |    |        |                                                                  | Hours           | Cost    | Units Per Day | Dur | Estimator Comments |
|------|----|--------|------------------------------------------------------------------|-----------------|---------|---------------|-----|--------------------|
| OM06 | IL | L71710 | TLine Substation Crew DE Internal                                | 4               | \$153   | 24            | 0   |                    |
| OM06 | NL | L71742 | TLine Internal Crew Vehicle                                      |                 | \$26    |               | 0   |                    |
| OM06 | NL | L71742 | TLine Construction Contract Non Labor (Rentals other than equip) |                 | \$0     |               | 0   |                    |
| OM06 | NL | L71742 | TLine Construction Contract Material                             |                 | \$0     |               | 0   |                    |
| OM06 | NL | L71742 | TLine Construction Contract Equipment                            |                 | \$1,792 |               | 0   |                    |
| OM06 | NL | L71742 | TLine Construction Contract Labor                                | 32              |         |               |     |                    |
| OM06 | CL | L71742 | Labor factor                                                     | 1.00            | \$3,584 | 80            | 0   |                    |
| CN   | CL | L71742 | TLine Construction Contractor Contracted Oversight               | 4               | \$640   | 10            | 0   |                    |
| OM08 | CL | L71744 | Vegetation Contract                                              |                 | \$900   | 5000          | 0   |                    |
|      |    |        |                                                                  | Total Tline O&M | \$7,095 |               |     |                    |

**Reimbursable Portion**[illegible]

|            |                            |          |            |
|------------|----------------------------|----------|------------|
|            | TRANSMISSION LINE MATERIAL |          | Total Cost |
| \$2,400.00 | Trans Line Pkg Material    | \$17,600 | \$17,600   |
| \$1,000.00 |                            |          |            |
| \$0.00     |                            |          |            |

|              | Trans Conductor           | Ft x 3 | Unit Cost/ft | Total Cost | Total Cost |
|--------------|---------------------------|--------|--------------|------------|------------|
| \$0.00       |                           |        |              |            |            |
| \$1,200.00   | 477ACSR26x7 Hawk          | 0      | \$1.62       | \$0        | \$0        |
| \$59,450.50  | 954ACSR45x7 Rail          | 750    | \$2.63       | \$1,973    | \$1,973    |
| \$2,100.00   | Other Trans Conductor     |        | \$0.00       | \$0        | \$0        |
| \$0.00       | 750CUEPRJD15              | 0      | \$15.14      | \$0        | \$0        |
| \$122,796.80 | 2500kCM CU EPR 138kv (UG) | 0      | \$65.00      | \$0        | \$0        |
| \$32,975.52  | 3/8 Static Wire - OH/KY   | 250    | \$0.80       | \$200      | \$200      |
| \$11,840.00  |                           | 1,000  |              | \$2,173    | \$2,173    |

|            |                          |    |        |            |            |
|------------|--------------------------|----|--------|------------|------------|
|            | OPGW                     | Ft | Unit   | Total Cost | Total Cost |
| \$4,000.00 | OPGW AFL-Teleco DNO-7721 | 0  | \$4.50 | \$0        | \$0        |
| \$5,555.10 |                          |    |        |            |            |

|              | Switches | Qty | Unit Cost | Total Cost | Total Cost |
|--------------|----------|-----|-----------|------------|------------|
| Transmission |          | 0   | \$0       | \$0        | \$0        |

| Towers        | Qty | Unit Cost | Total Cost | Total Cost |
|---------------|-----|-----------|------------|------------|
| Lattice 69kV  | 0   | \$0       | \$0        | \$0        |
| Lattice 138kV | 0   | \$0       | \$0        | \$0        |
| Lattice 230kV | 0   | \$0       | \$0        | \$0        |
| Lattice 345kV | 0   | \$0       | \$0        | \$0        |
| Lattice 500kV | 0   | \$0       | \$0        | \$0        |
|               | 0   |           | 0          | 0          |

| Foundations   | Qty | Unit Cost | Total Cost | Total Cost<br>w/ Tax |
|---------------|-----|-----------|------------|----------------------|
| (Dia x Depth) | 0   | \$0       | \$0        | \$0                  |
| (Dia x Depth) | 0   | \$0       | \$0        | \$0                  |
| (Dia x Depth) | 0   | \$0       | \$0        | \$0                  |
| (Dia x Depth) | 0   | \$0       | \$0        | \$0                  |
| (Dia x Depth) | 0   | \$0       | \$0        | \$0                  |
| (Dia x Depth) | 0   | \$0       | \$0        | \$0                  |
| (Dia x Depth) | 0   | \$0       | \$0        | \$0                  |
| (Dia x Depth) | 0   | \$0       | \$0        | \$0                  |
|               | 0   |           | 0          |                      |

| Light Duty Steel Pole<br>Size/Class | Qty | Cost per<br>Pole | Total<br>Cost | Total<br>Cost<br>w/Itax |
|-------------------------------------|-----|------------------|---------------|-------------------------|
| 65 H1                               | 0   | \$0              | \$0           | \$0                     |
| 65 H4                               | 0   | \$0              | \$0           | \$0                     |
|                                     |     |                  |               |                         |
| 70 H1                               | 0   | \$0              | \$0           | \$0                     |
| 70 H4                               | 0   | \$0              | \$0           | \$0                     |
| 75 H1                               | 0   | \$0              | \$0           | \$0                     |
| 75 H4                               | 0   | \$0              | \$0           | \$0                     |
| 75 H8                               | 0   | \$0              | \$0           | \$0                     |
| 80 H1                               | 0   | \$0              | \$0           | \$0                     |
| 80 H4                               | 0   | \$0              | \$0           | \$0                     |
| 80 H8                               | 0   | \$0              | \$0           | \$0                     |
| 85 H1                               | 0   | \$0              | \$0           | \$0                     |
| 85 H4                               | 0   | \$0              | \$0           | \$0                     |
| 85 H8                               | 0   | \$0              | \$0           | \$0                     |
| 90 H1                               | 0   | \$0              | \$0           | \$0                     |
| 90 H4                               | 0   | \$0              | \$0           | \$0                     |
| 90 H8                               | 0   | \$0              | \$0           | \$0                     |
| 95 H4                               | 2   | \$9,476          | \$18,952      | \$18,952                |
| 95 H8                               | 0   | \$0              | \$0           | \$0                     |
| 100 H4                              | 2   | \$10,363         | \$20,726      | \$20,726                |
| 100 H8                              | 0   | \$0              | \$0           | \$0                     |
| 105 H4                              | 0   | \$0              | \$0           | \$0                     |
| 105 H8                              | 0   | \$0              | \$0           | \$0                     |
| 110 H4                              | 0   | \$0              | \$0           | \$0                     |
| 110 H8                              | 0   | \$0              | \$0           | \$0                     |
| 120 H4                              | 0   | \$0              | \$0           | \$0                     |
| 120 H8                              | 0   | \$0              | \$0           | \$0                     |
| Stub Pole                           | 0   | \$0              | \$0           | \$0                     |
| 115 H4 Radio Pole                   | 0   | \$0              | \$0           | \$0                     |
| (add additional LD Poles here)      |     |                  |               |                         |
| (add additional LD Poles here)      |     |                  |               |                         |
| (add additional LD Poles here)      |     |                  |               |                         |
| (add additional LD Poles here)      |     |                  |               |                         |
|                                     | 4   |                  | 39,678        | 39,678                  |

| Engineered Steel Pole<br>Size/Class | Qty | Cost per<br>Pole | Total<br>Cost | Total<br>Cost<br>w/Tax |
|-------------------------------------|-----|------------------|---------------|------------------------|
| (add additional material here)      | 0   | \$0              | \$0           | \$0                    |
| (add additional material here)      | 0   | \$2,000          | \$0           | \$0                    |
| (add additional material here)      | 0   | \$0              | \$0           | \$0                    |
| (add additional material here)      | 0   | \$0              | \$0           | \$0                    |
| (add additional material here)      | 0   | \$0              | \$0           | \$0                    |
| (add additional material here)      | 0   | \$0              | \$0           | \$0                    |
| (add additional material here)      | 0   | \$0              | \$0           | \$0                    |
|                                     | 0   |                  | 0             |                        |

| H-Pole                         | Qty | Cost per Pole | Total Cost | Total Cost |
|--------------------------------|-----|---------------|------------|------------|
| (add additional material here) | 0   | \$0           | \$0        | \$0        |
| (add additional material here) | 0   | \$0           | \$0        | \$0        |
| (add additional material here) | 0   | \$500         | \$0        | \$0        |
| (add additional material here) | 0   | \$0           | \$0        | \$0        |
| (add additional material here) | 0   | \$0           | \$0        | \$0        |
| (add additional material here) | 0   | \$0           | \$0        | \$0        |
| (add additional material here) | 0   | \$0           | \$0        | \$0        |
| (add additional material here) | 0   | \$0           | \$0        | \$0        |
|                                | 0   |               | 0          | 0          |





# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                   |                                                  |                                                                                                                                   |                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | December 12, 2023                                                                                                                                                                                 |                                                  |                                                                                                                                   |                                                                                            |
| <b>TITLE</b>                                                                                                                                                                    | Request to Approve Utility Reimbursement Agreement with Duke Energy                                                                                                                               |                                                  |                                                                                                                                   |                                                                                            |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Hatem Mekky, Director<br>Department: Engineering                                                                                                                                    |                                                  |                                                                                                                                   |                                                                                            |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                       | <input checked="" type="checkbox"/> Regular      | <input type="checkbox"/> Special                                                                                                  | <input type="checkbox"/> Retreat                                                           |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                                  | <input type="checkbox"/> Ordinance               | <input checked="" type="checkbox"/> Resolution                                                                                    | <input type="checkbox"/> Regular                                                           |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                                  | <input type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                           | <input type="checkbox"/> 3 <sup>rd</sup> Reading<br><input type="checkbox"/> Final Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                      |                                                  | Resolution #: R121223C                                                                                                            |                                                                                            |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input checked="" type="checkbox"/> Contract <b>required</b> for this item                                                                                                                        |                                                  | <input type="checkbox"/> Signed copy of contract attached                                                                         |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                           |                                                  | <input type="checkbox"/> <b>No contract</b> for this item                                                                         |                                                                                            |
|                                                                                                                                                                                 | <input checked="" type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                  |                                                  | <input type="checkbox"/> Services<br><input checked="" type="checkbox"/> Capital Outlay<br><input type="checkbox"/> Debt Services |                                                                                            |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                  | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                      |                                                                                            |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                    |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                    |
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Controller's Office                                                       |
|                                                                                             | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Finance Committee                                                         |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> Technical Advisory Committee                                              |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Other:                                                                    |
|                                                                                             | <input checked="" type="checkbox"/> Legal Counsel –<br>Name of Reviewer: Lindsey Bennett                                                                                                                                                                                                                                                                                  |                                                                                                    |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | In order to facilitate the reconstruction of Cumberland Road, Duke Energy is required to relocate their Transmission and Distribution poles and lines along the west side of Cumberland Road. This Utility Reimbursement Agreement memorializes the reimbursement for the relocation of the Transmission poles and lines only that are located within a private easement. |                                                                                                    |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                              | \$261,602.00                                                                                       |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                           | \$261,602.00                                                                                       |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                          | MVH                                                                                                |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                               |                                                                                                    |
|                                                                                             | <b>Narrative:</b>                                                                                                                                                                                                                                                                                                                                                         | The actual cost of the reimbursable relocation will be realized after the relocation is performed. |
| <b>OPTIONS</b><br>(Include <i>Deny Approval</i> Option)                                     | 1.                                                                                                                                                                                                                                                                                                                                                                        | Approve the Agreement.                                                                             |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                        | Deny the Agreement.                                                                                |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                        | Provide alternate direction.                                                                       |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                    |
| <b>PROJECT TIMELINE</b>                                                                     | Upon approval of the Agreement, Duke Energy will be able to order materials for the Transmission relocation work and will be able to schedule the work.                                                                                                                                                                                                                   |                                                                                                    |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends approving utility agreement.                                                                                                                                                                                                                                                                                                                             |                                                                                                    |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            | 1. Resolution<br>2. Utility Reimbursement Agreement                                                                                                                                                                                                                                                                                                                       |                                                                                                    |



**RESOLUTION NO. R121223C**

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY TO APPROVE UTILITY REIMBURSEMENT AGREEMENT BETWEEN DUKE ENERGY INDIANA AND THE CITY OF FISHERS**

WHEREAS, Duke Energy Indiana (“DEI”) has constructed and now operates and maintains certain electric line facilities on or adjoining Cumberland Rd, all of which are more particularly depicted or described in the attached Exhibit A (hereinafter referred to as the “the Utility Facilities”), incorporated herein;

WHEREAS, the City of Fishers, Indiana (“Fishers”) needs to make certain road improvements to or within Cumberland Rd, and Fishers and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by Fishers;

WHEREAS, Fishers has requested DEI to relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit A;

WHEREAS, DEI is willing to relocate the Utility Facilities to said relocation area; provided that the Fishers reimburses DEI for the costs incurred by DEI to do so; and

WHEREAS, Fishers will reimburse DEI for the cost of relocation as set forth in the Reimbursement Agreement attached hereto as Exhibit A;

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

- Section 1. The Board of Public Works & Safety hereby authorizes the City to enter into the Reimbursement Agreement attached hereto as Exhibit A.
- Section 2. The Board hereby authorizes the Mayor to execute any and all documents necessary to implement the Agreement.
- Section 3. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 12th day of December, 2023.



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

**YAY**

**NAY**

**ABSTAIN**

|  |                            |  |  |
|--|----------------------------|--|--|
|  | Scott Fadness,<br>Chairman |  |  |
|  | Jeff Lantz,<br>Member      |  |  |
|  | Jason Meyer,<br>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



# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                   |                                                  |                                                                                                                                |                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | Dec 12, 2023                                                                                                                                                                                      |                                                  |                                                                                                                                |                                                  |
| <b>TITLE</b>                                                                                                                                                                    | A Request to Approve City Median Landscape Project                                                                                                                                                |                                                  |                                                                                                                                |                                                  |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Eric Steiner Assistant Director Operations Public Works                                                                                                                             |                                                  |                                                                                                                                |                                                  |
|                                                                                                                                                                                 | Department:                                                                                                                                                                                       |                                                  |                                                                                                                                |                                                  |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                       | <input checked="" type="checkbox"/> Regular      | <input type="checkbox"/> Special                                                                                               | <input type="checkbox"/> Retreat                 |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                                  | <input type="checkbox"/> Ordinance               | <input type="checkbox"/> Resolution                                                                                            | <input checked="" type="checkbox"/> Regular      |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                                  | <input type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                        | <input type="checkbox"/> 3 <sup>rd</sup> Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                      |                                                  | Resolution #: R110223D                                                                                                         |                                                  |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input type="checkbox"/> Contract <b>required</b> for this item                                                                                                                                   |                                                  | <input type="checkbox"/> Signed copy of contract attached                                                                      |                                                  |
|                                                                                                                                                                                 | <input checked="" type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                |                                                  | <input type="checkbox"/> <b>No contract</b> for this item                                                                      |                                                  |
|                                                                                                                                                                                 | <input checked="" type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                  |                                                  | <input type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                  |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                  | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                   |                                                  |

|                                                                                             |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Controller's Office          |
|                                                                                             | <input type="checkbox"/> Department Head                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Finance Committee            |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Technical Advisory Committee |
|                                                                                             | <input type="checkbox"/> Mayor                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Other:                       |
|                                                                                             | <input checked="" type="checkbox"/> Legal Counsel –<br>Name of Reviewer: Bennett |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                     | \$3,000,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |
|                                                                                             | Expenditure \$:                                                                  | \$2,164,100.31                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |
|                                                                                             | Source of Funds:                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |
|                                                                                             | Additional Appropriation #:                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |
|                                                                                             | <b>Narrative:</b>                                                                | We are seeking approval for the attached City Median Landscape Project which will involve removing a vast majority of turf in medians and round a bouts throughout the city. Mostly native plantings of trees, shrubs, and perennials will be installed in these areas along with cobble, decorative rock, and mulch. The result will be a safer work environment for our employees as well as reduction of fuel consumption and emissions by not having to mow 30 plus times a year. In addition, there will be a reduction in fertilization and herbicide treatments. We advertised for this work, received four bids, and Brightview was the lowest responsible bidder at \$2,164,100.31. |                                                       |
| <b>OPTIONS</b><br>(Include Deny Approval Option)                                            | 1.                                                                               | Approve the City Median Landscape Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
|                                                                                             | 2.                                                                               | Deny the City Median Landscape Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |
|                                                                                             | 3.                                                                               | Table the City Median Landscape Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                       |
|                                                                                             | 4.                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |
| <b>PROJECT TIMELINE</b>                                                                     | If approved, contractor will start early 2024 when the weather is conducive..    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | We recommend moving forward with the Brightview                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |



**BIDDER INFORMATION**

Bidder Name: BrightView Landscapes, LLC

Bidder Address: 6530 West Campus Oval, #300

City, State, Zip: New Albany, OH, 43054

Phone Number: 614-743-5768

Email: thomas.prunte@brightview.com

Bidder is an/an: Individual Partnership Indiana Corp/LLC  
X Foreign (Out of State) Corporation, State of Pennsylvania  
Joint Venture Other

## **BID PROPOSAL**

### **Exhibit A- Landscape Installation**

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the Work, including any and all addenda thereto, for a total of

---

Dollars (\$ \$1,758,907.33 ).

The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price.

| CITY OF FISHERS MEDIAN LANDSCAPE LINE ITEM - EXHIBIT A |                                                 |                               |
|--------------------------------------------------------|-------------------------------------------------|-------------------------------|
|                                                        | <u>Quantity</u>                                 | <u>Unit Pricing Installed</u> |
| <u>Trees</u>                                           |                                                 |                               |
| 10' Trees                                              | 6                                               | \$3,300.00                    |
| 9' Trees                                               | 37                                              | \$17,265.00                   |
| 8' Trees                                               | 139                                             | \$60,465.00                   |
| 5" Trees                                               | 12                                              | \$9,900.00                    |
| 4" Trees                                               | 267                                             | \$170,350.00                  |
| 3.5" Trees                                             | Inc Above                                       |                               |
| 2.5" Trees                                             | 194                                             | \$79,210.00                   |
| 2" Trees                                               | Inc Above                                       |                               |
| <u>Shrubs</u>                                          |                                                 |                               |
| 3 Gallon                                               | 11,718                                          | \$522,471.00                  |
| <u>Ornamental Grasses</u>                              |                                                 |                               |
| 3 Gallon                                               | 3,490                                           | \$150,070.00                  |
| <u>Perennials</u>                                      |                                                 |                               |
| 1 Gallon                                               | 9,703                                           | \$164,951.00                  |
| <u>Brown Dyed Mulch - YDS</u>                          | 1,311                                           | \$107,502.00                  |
| <u>River Cobble - TONS</u>                             | <del>XXXX</del> 1070                            | <del>XXXXXX</del> \$98,532.00 |
| <u>Brassfields - TONS</u>                              | 88                                              | \$15,400.00                   |
| <u>Granite Boulder - TONS</u>                          | 10                                              | \$3,750.00                    |
| <u>Limestone Chunk Boulder - CUY</u>                   | 58                                              | \$7,000.00                    |
| <u>Steel Edging - LINEAR FEET</u>                      | 16,120                                          | \$141,050.00                  |
| <u>Biochar NOW - Chin - lbs</u>                        | 3,000                                           | \$14,250.00                   |
| <u>Leaco Carbon Pro - G - 40lb bag</u>                 | 70                                              | \$8,050.00                    |
|                                                        | <b>Total Hours</b>                              | <b>Total Hours Cost</b>       |
| <u>Prep/Tilling Hours /Dump</u>                        | 469,231 sqft/552cuyd/1049hrs                    | \$52,130.32                   |
| <u>Watering Hours</u>                                  | 1,563                                           | \$60,520.00                   |
| <u>Maintenance Hours Allowance</u>                     | 1,216                                           | \$35,000.00                   |
| <u>Remaining Labor Hours</u>                           | Includes annuals and mobilization, equipment    | \$35,040.00                   |
|                                                        | <b>TOTAL LABOR HOURS FOR EXHIBIT A = 16,469</b> | <b>HRS</b>                    |
|                                                        | <b>TOTAL PRICE FOR EXHIBIT A = \$</b>           | <b>\$1,758,907.33</b>         |

**Exhibit B – 96<sup>th</sup> and Allisonville**

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the Work, including any and all addenda thereto, for a total of

Dollars (\$ 201,708.13 ).

The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price.

| <b>96th AND ALLISONVILLE LINE ITEM - EXHIBIT B</b> |                                          |                                            |
|----------------------------------------------------|------------------------------------------|--------------------------------------------|
|                                                    | <b><i>Quantity</i></b>                   | <b><i>Cumulative Pricing Installed</i></b> |
| <b><u>Trees</u></b>                                |                                          |                                            |
| 4" Trees                                           | 40                                       | \$24,675.00                                |
| 2" Trees                                           | 17                                       | \$6,800.00                                 |
| <b><u>Shrubs</u></b>                               |                                          |                                            |
| 3 Gallon                                           | 976                                      | \$43,719.00                                |
| <b><u>Ornamental Grasses</u></b>                   |                                          |                                            |
| 3 Gallon                                           | 637                                      | \$27,391.00                                |
| <b><u>Perennials</u></b>                           |                                          |                                            |
| 1 Gallon                                           | 1,444                                    | \$24,548.00                                |
| <b><u>Brown Dyed Mulch - YDS</u></b>               | 175                                      | \$14,350.00                                |
| <b><u>River Cobble - TONS</u></b>                  | 290                                      | \$26,680.00                                |
| <b><u>Blocker NOW - Chin - lbs</u></b>             | In main bid                              | In main bid                                |
| <b><u>Leeco Carbon Pro - G - 40lb bag</u></b>      | In main bid                              | In main bid                                |
| <b><u>Prep/Tilling Hours /Dump</u></b>             | 90                                       | \$5,135.12                                 |
| <b><u>Watering Hours</u></b>                       | 183                                      | \$7,200.00                                 |
| <b><u>Maintenance Hours Allowance</u></b>          | In Main bid                              | In main bid                                |
| <b><u>Remaining Labor Hours</u></b>                | 2,424 If steel edging, 87 hours          | \$21,210.00                                |
|                                                    | <b>TOTAL LABOR HOURS FOR EXHIBIT B =</b> | <b>3230 HRS</b>                            |
|                                                    | <b>TOTAL PRICE FOR EXHIBIT B = \$</b>    | <b>\$201,708.13</b>                        |



**Exhibit C – 96<sup>th</sup> St Frontage**

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the Work, including any and all addenda thereto, for a total of

Dollars (\$ 119,360.13 ).

The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price.

| 96th St FRONTAGE - EXHIBIT C                  |                                                  |                    |
|-----------------------------------------------|--------------------------------------------------|--------------------|
|                                               | <i>Quantity</i>                                  | <i>Total Price</i> |
| <b><u>Trees</u></b>                           |                                                  |                    |
| 8' Trees                                      | 40                                               | \$17,835.00        |
| 2.5" Trees                                    | 15                                               | \$6,000.00         |
| <b><u>Shrubs</u></b>                          |                                                  |                    |
| 3 Gallon                                      | 747                                              | \$34,968.00        |
| <b><u>Ornamental Grasses</u></b>              |                                                  |                    |
| 3 Gallon                                      | 688                                              | \$29,584.00        |
| <b><u>Perennials</u></b>                      |                                                  |                    |
| 1 Gallon                                      | 524                                              | \$8,908.00         |
| <b><u>Brown Dyed Mulch - YDS</u></b>          | 175                                              | \$14,350           |
| <b><u>Biochar NOW - Chln - lbs</u></b>        | in main bid                                      | in main bid        |
| <b><u>Leaso Carbon Pro - G - 40lb bag</u></b> | in main bid                                      | in main bid        |
| <b><u>Prep/Tilling Hours/Dump</u></b>         | 33,968 sqft/50 cuyd dump                         | \$2,432.12         |
| <b><u>Watering Hours</u></b>                  | 91                                               | \$3,600.00         |
| <b><u>Maintenance Hours Allowance</u></b>     |                                                  |                    |
| <b><u>Remaining Labor Hours</u></b>           |                                                  |                    |
|                                               | <b>TOTAL LABOR HOURS FOR EXHIBIT C = 972</b>     | <b>HRS</b>         |
|                                               | <b>TOTAL PRICE FOR EXHIBIT C = \$ 119,360.13</b> |                    |

## **BID PROPOSAL**

### **Addendum 001 - Landscape Installation**

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the Work, including any and all addenda thereto, for a total of

---

Dollars (\$ 84,940.81 ).

The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price.

| NXNE Blvd/Kincaid Landscape Design Pricing - Addendum 001 |                    |                                     |
|-----------------------------------------------------------|--------------------|-------------------------------------|
|                                                           | <u>Quantity</u>    | <u>Cumulative Pricing Installed</u> |
| <b>Trees</b>                                              |                    |                                     |
| 8' Trees                                                  | 11                 | \$4,785.00                          |
| 4" Trees                                                  | 15                 | \$10,125.00                         |
| 2.5" Trees                                                | 14                 | \$5,720.00                          |
| <b>Shrubs</b>                                             |                    |                                     |
| 3 Gallon                                                  | 493                | \$23,349.00                         |
| <b>Ornamental Grasses</b>                                 |                    |                                     |
| 3 Gallon                                                  | 248                | \$10,664.00                         |
| <b>Perennials</b>                                         |                    |                                     |
| 1 Gallon                                                  | 599                | \$10,183.00                         |
| <b>Brown Dyed Mulch - YDS</b>                             | 90                 | \$7,380.00                          |
| <b>River Cobble - TONS</b>                                | 25                 | \$2,300.00                          |
| <b>Biochar NOW - Chin. lbs.</b>                           | Inc in main        | Inc in main                         |
| <b>Lesco Carbon Pro - G - 40lb bag</b>                    | Inc in main        | Inc in main                         |
|                                                           | <u>Total Hours</u> | <u>Total Hours Cost</u>             |
| <b>Prep/Tilling Hours /Dump</b>                           | 57                 | \$3,424.81                          |
| <b>Watering Hours</b>                                     | 70                 | 2,250.00                            |
| <b>Maintenance Hours Allowance</b>                        | Inc in main        | Inc in main                         |
| <b>Steel Edging</b>                                       | 624 Inft           | \$5,460.00                          |
| <b>Remaining Labor Hours</b>                              |                    |                                     |
| <b>TOTAL LABOR HOURS FOR ADDENDUM 001 = 701 HRS</b>       |                    |                                     |
| <b>TOTAL PRICE FOR EXHIBIT A = \$ 84,940.81</b>           |                    |                                     |

## Proposal for Extra Work at City of Fishers - Landscape Install

|                  |                                      |                 |                                     |
|------------------|--------------------------------------|-----------------|-------------------------------------|
| Property Name    | City of Fishers - Landscape Install  | Contact         | Eric Steiner                        |
| Property Address | 2240 Harper Rd<br>Columbus, OH 43204 | To              | BrightView Landscapes, LLC          |
|                  |                                      | Billing Address | 302 London Rd<br>Delaware, OH 43230 |

Project Name      City of Fishers - Landscape Install

Project Description      City of Fishers - Landscape Install - 11/6/23

### Scope of Work

| QTY                    | UoM/Size    | Material/Description                                                      | Unit Price      | Total               |
|------------------------|-------------|---------------------------------------------------------------------------|-----------------|---------------------|
| <b>USA PARKWAY RAB</b> |             |                                                                           | <b>Subtotal</b> | <b>\$114,243.22</b> |
| 30.00                  | CUBIC YARD  | Dump Rate                                                                 | \$34.00         | \$1,020.00          |
| 19,989.00              | SQUARE FEET | Prep/Till/Grade Labor                                                     | \$0.07          | \$1,421.22          |
| 30.00                  | CUBIC YARD  | Dump Rate                                                                 | \$34.00         | \$1,020.00          |
| 18.00                  | EACH        | Clump, PO Picea omorika 8-9' Multi Stem Tree Installed                    | \$500.00        | \$9,000.00          |
| 12.00                  | EACH        | Ulmus parvifolia 'Athena' - Chinese Elm 4 1/2-5" Deciduous Tree Installed | \$825.00        | \$9,900.00          |
| 12.00                  | EACH        | Acer rubrum 'Franksred' 4 1/2-5" Deciduous Tree Installed                 | \$825.00        | \$9,900.00          |
| 6.00                   | EACH        | Prunus serrulata 'Kwanzan' -Plum 2 1/2'-3" Deciduous Tree Installed       | \$415.00        | \$2,490.00          |
| 6.00                   | EACH        | Cercis canadensis 8-10' Multi Stem Tree Installed                         | \$550.00        | \$3,300.00          |
| 6.00                   | EACH        | Amelanchier X g. 'Autumn Brilliance' 8-10' Multi Stem Tree Installed      | \$550.00        | \$3,300.00          |
| 40.00                  | EACH        | Viburnum dentatum - Viburnum 3 gal. Shrub/Perennial Installed             | \$46.00         | \$1,840.00          |
| 86.00                  | EACH        | Juniperus chinensis 'Monlep' 3 gal. Shrub/Perennial Installed             | \$44.00         | \$2,904.00          |
| 72.00                  | EACH        | Itea virginica 'Sprich' 3 gal. Shrub/Perennial Installed                  | \$46.00         | \$3,312.00          |
| 40.00                  | EACH        | Hydrangea paniculata' - Hydrangea 3 gal. Shrub/Perennial Installed        | \$50.00         | \$2,000.00          |
| 78.00                  | EACH        | Aronia melanocarpa - Chokeberry 3 gal. Shrub/Perennial Installed          | \$43.00         | \$3,354.00          |
| 40.00                  | EACH        | Aronia arbutifolia 'Brilliantissima' 3 gal. Shrub/Perennial Installed     | \$43.00         | \$1,720.00          |
| 48.00                  | EACH        | Panicum virgatum 'Heavy Metal' 3 gal. Shrub/Perennial Installed           | \$43.00         | \$2,064.00          |
| 96.00                  | EACH        | Panicum virgatum 'Dallas Blues' 3 gal. Shrub/Perennial Installed          | \$43.00         | \$4,128.00          |
| 90.00                  | EACH        | PM2 1 gal. Shrub/Perennial Installed                                      | \$17.00         | \$1,530.00          |
| 300.00                 | EACH        | PM1 1 gal. Shrub/Perennial Installed                                      | \$17.00         | \$5,100.00          |
| 32.00                  | EACH        | Standard - Annual Color 18 ct. Veg flat Seasonal (Annual) Color Installed | \$60.00         | \$1,920.00          |

#### THIS IS NOT AN INVOICE

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2240 Harper Rd, Columbus, OH 43204 ph. (614) 276-5500 fax (614) 276-5506

## Proposal for Extra Work at City of Fishers - Landscape Install

|                                                        |             |                                                                                          |            |                              |
|--------------------------------------------------------|-------------|------------------------------------------------------------------------------------------|------------|------------------------------|
| 35.00                                                  | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                        | \$92.00    | \$3,220.00                   |
| 36.00                                                  | TON         | Bassfield Fines (TON) - TON Rock/Gravel Installed                                        | \$175.00   | \$6,300.00                   |
| 70.00                                                  | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                     | \$82.00    | \$5,740.00                   |
| 268.00                                                 | EACH        | 3/16"x4 Black Steel Edging 8'                                                            | \$70.00    | \$18,760.00                  |
| 6.00                                                   | EACH        | Hand Watering (per visit)                                                                | \$1,500.00 | \$9,000.00                   |
| <b>116TH STREET WEST OF ELLER RD</b>                   |             |                                                                                          |            | <b>Subtotal \$27,975.94</b>  |
| 8,016.00                                               | SQUARE FEET | Prep/Till/Grade Labor                                                                    | \$0.07     | \$569.94                     |
| 12.00                                                  | CUBIC YARD  | Dump Rate                                                                                | \$34.00    | \$408.00                     |
| 8.00                                                   | EACH        | Amelanchier canadensis - SHADBLOW SERVICEBERRY 7'-8' Multi Stem Tree Installed           | \$435.00   | \$3,480.00                   |
| 5.00                                                   | EACH        | Gleditsia triacanthos 'Draves' Honey Locust 3 1/2-4" Deciduous Tree Installed            | \$675.00   | \$3,375.00                   |
| 40.00                                                  | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed | \$46.00    | \$1,840.00                   |
| 30.00                                                  | EACH        | Hydrangea paniculata - Hydrangea 3 gal. Shrub/Perennial Installed                        | \$50.00    | \$1,500.00                   |
| 29.00                                                  | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal. Shrub/Perennial Installed                | \$43.00    | \$1,247.00                   |
| 30.00                                                  | EACH        | Aronia arbutifolia 'Brilliantissima' - Chokeberry 3 gal. Shrub/Perennial Installed       | \$43.00    | \$1,290.00                   |
| 128.00                                                 | EACH        | Calamagrostis acutiflora 'Karl Foerster' 3 gal. Shrub/Perennial Installed                | \$43.00    | \$5,504.00                   |
| 50.00                                                  | EACH        | 1 gal. Shrub/Perennial Installed                                                         | \$17.00    | \$850.00                     |
| 27.00                                                  | EACH        | Standard - Annual Color 18 ct. Veg flat Seasonal (Annual) Color Installed                | \$60.00    | \$1,620.00                   |
| 18.00                                                  | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                        | \$92.00    | \$1,472.00                   |
| 30.00                                                  | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                     | \$82.00    | \$2,460.00                   |
| 8.00                                                   | EACH        | 3/16"x4 Black Steel Edging 6'                                                            | \$70.00    | \$560.00                     |
| 6.00                                                   | EACH        | Hand Watering (per visit)                                                                | \$300.00   | \$1,800.00                   |
| <b>126th Street - East of Brooks School to Otto Rd</b> |             |                                                                                          |            | <b>Subtotal \$180,975.53</b> |
| 44,916.00                                              | SQUARE FEET | Prep/Till/Grade Labor                                                                    | \$0.07     | \$3,193.53                   |
| 50.00                                                  | CUBIC YARD  | Dump Rate                                                                                | \$34.00    | \$1,700.00                   |
| 12.00                                                  | EACH        | Amelanchier canadensis - SHADBLOW SERVICEBERRY 7'-8' Multi Stem Tree Installed           | \$435.00   | \$5,220.00                   |
| 12.00                                                  | EACH        | Quercus rubra - Red Oak 3 1/2-4" Deciduous Tree Installed                                | \$600.00   | \$7,200.00                   |
| 12.00                                                  | EACH        | Ostrya virginiana 3 1/2-4" Deciduous Tree Installed                                      | \$600.00   | \$7,200.00                   |
| 9.00                                                   | EACH        | Gleditsia triacanthos 'Draves' Honey Locust 3 1/2-4" Deciduous Tree Installed            | \$675.00   | \$6,075.00                   |
| 14.00                                                  | EACH        | Carpinus betula 'Fastigiata' 3 1/2-4" Deciduous Tree Installed                           | \$675.00   | \$9,450.00                   |
| 10.00                                                  | EACH        | Prunus virginiana 'Canada Red' - Cherry-Plum 2-2 1/2" Deciduous Tree Installed           | \$400.00   | \$4,000.00                   |

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## Proposal for Extra Work at City of Fishers - Landscape Install

|                                                    |             |                                                                                                          |                 |                    |
|----------------------------------------------------|-------------|----------------------------------------------------------------------------------------------------------|-----------------|--------------------|
| 7.00                                               | EACH        | Crataegus viridis 'Winter King' 2-2 1/2" Deciduous Tree Installed                                        | \$400.00        | \$2,800.00         |
| 10.00                                              | EACH        | Amelanchier grandiflora 'Autumn Brilliance' - ATMN BRILLIANCE SVCBERRY 2-2 1/2" Deciduous Tree Installed | \$440.00        | \$4,400.00         |
| 39.00                                              | EACH        | Viburnum dentatum 'Christom' - Blue Muffin Viburnum 3 gal. Shrub/Perennial Installed                     | \$46.00         | \$1,794.00         |
| 18.00                                              | EACH        | Unknown Shrub 3 gal. Shrub/Perennial Installed                                                           | \$46.00         | \$828.00           |
| 141.00                                             | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed                 | \$46.00         | \$6,486.00         |
| 61.00                                              | EACH        | Juniperus chinensis 'Monlep' 3 gal. Shrub/Perennial Installed                                            | \$44.00         | \$2,684.00         |
| 51.00                                              | EACH        | Juniperus conferta 'Blue Pacific' 3 gal. Shrub/Perennial Installed                                       | \$44.00         | \$2,244.00         |
| 263.00                                             | EACH        | Itea virginica 'Sprich' 3 gal. Shrub/Perennial Installed                                                 | \$46.00         | \$12,098.00        |
| 75.00                                              | EACH        | Ilex verticillata 'Red Sprite' 3 gal. Shrub/Perennial Installed                                          | \$46.00         | \$3,450.00         |
| 146.00                                             | EACH        | Hydrangea paniculata - Hydrangea 3 gal. Shrub/Perennial Installed                                        | \$50.00         | \$7,300.00         |
| 45.00                                              | EACH        | Hydrangea arborescens 'Annabelle' - Hydrangea 3 gal. Shrub/Perennial Installed                           | \$50.00         | \$2,250.00         |
| 12.00                                              | EACH        | Hydrangea arborescens- Hydrangea 3 gal. Shrub/Perennial Installed                                        | \$50.00         | \$600.00           |
| 26.00                                              | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal. Shrub/Perennial Installed                                | \$43.00         | \$1,118.00         |
| 167.00                                             | EACH        | Aronia melanocarpa - Chokeberry 3 gal. Shrub/Perennial Installed                                         | \$43.00         | \$7,181.00         |
| 119.00                                             | EACH        | Schizachyrium scoparium 'The Blues' 3 gal. Shrub/Perennial Installed                                     | \$43.00         | \$5,117.00         |
| 284.00                                             | EACH        | Panicum virgatum 'Heavy Metal' 3 gal. Shrub/Perennial Installed                                          | \$43.00         | \$12,212.00        |
| 128.00                                             | EACH        | Calamagrostis acutiflora 'Karl Foerster' 3 gal. Shrub/Perennial Installed                                | \$43.00         | \$5,504.00         |
| 177.00                                             | EACH        | Perovskia 'Little Spire' 1 gal. Shrub/Perennial Installed                                                | \$17.00         | \$3,009.00         |
| 177.00                                             | EACH        | PM4 1 gal. Shrub/Perennial Installed                                                                     | \$17.00         | \$3,009.00         |
| 247.00                                             | EACH        | PM3 1 gal. Shrub/Perennial Installed                                                                     | \$17.00         | \$4,199.00         |
| 112.00                                             | EACH        | PM2 1 gal. Shrub/Perennial Installed                                                                     | \$17.00         | \$1,904.00         |
| 130.00                                             | EACH        | PM1 1 gal. Shrub/Perennial Installed                                                                     | \$17.00         | \$2,210.00         |
| 85.00                                              | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                                        | \$92.00         | \$7,820.00         |
| 190.00                                             | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                                     | \$82.00         | \$15,580.00        |
| 227.00                                             | EACH        | 3/16"x4 Black Steel Edging 8'                                                                            | \$70.00         | \$15,890.00        |
| 6.00                                               | EACH        | Hand Watering (per visit)                                                                                | \$875.00        | \$5,250.00         |
| <b>126TH STREET - EAST OF CUMBERLAND RD TO 169</b> |             |                                                                                                          | <b>Subtotal</b> | <b>\$93,819.84</b> |
| 17,213.00                                          | SQUARE FEET | Prep/Till/Grade Labor                                                                                    | \$0.07          | \$1,223.84         |
| 25.00                                              | CUBIC YARD  | Dump Rate                                                                                                | \$34.00         | \$850.00           |

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## Proposal for Extra Work at City of Fishers - Landscape Install

|                                                            |             |                                                                                          |                 |                     |
|------------------------------------------------------------|-------------|------------------------------------------------------------------------------------------|-----------------|---------------------|
| 11.00                                                      | EACH        | Quercus rubra - Red Oak 3 1/2-4" Deciduous Tree Installed                                | \$600.00        | \$6,600.00          |
| 15.00                                                      | EACH        | Gleditsia triacanthos 'Draves' Honey Locust 3 1/2-4" Deciduous Tree Installed            | \$675.00        | \$10,125.00         |
| 2.00                                                       | EACH        | Carpinus betula 'Fastigiata' 3 1/2-4" Deciduous Tree Installed                           | \$675.00        | \$1,350.00          |
| 10.00                                                      | EACH        | Crataegus viridis 'Winter King' 2-2 1/2" Deciduous Tree Installed                        | \$400.00        | \$4,000.00          |
| 43.00                                                      | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed | \$46.00         | \$1,978.00          |
| 75.00                                                      | EACH        | Ilex verticillata 'Red Sprite' 3 gal. Shrub/Perennial Installed                          | \$46.00         | \$3,450.00          |
| 76.00                                                      | EACH        | Hydrangea paniculata - Hydrangea 3 gal. Shrub/Perennial Installed                        | \$50.00         | \$3,800.00          |
| 142.00                                                     | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal. Shrub/Perennial Installed                | \$43.00         | \$6,106.00          |
| 25.00                                                      | EACH        | Aronia arbutifolia 'Brilliantissima' - Chokeberry 3 gal. Shrub/Perennial Installed       | \$43.00         | \$1,075.00          |
| 164.00                                                     | EACH        | Sporobolus heterolepis 'Tara' 3 gal. Shrub/Perennial Installed                           | \$43.00         | \$7,052.00          |
| 218.00                                                     | EACH        | Panicum virgatum 'Heavy Metal' 3 gal. Shrub/Perennial Installed                          | \$43.00         | \$9,374.00          |
| 109.00                                                     | EACH        | Calamagrostis acutiflora 'Karl Foerster' 3 gal. Shrub/Perennial Installed                | \$43.00         | \$4,687.00          |
| 317.00                                                     | EACH        | PM5 1 gal. Shrub/Perennial Installed                                                     | \$17.00         | \$5,389.00          |
| 40.00                                                      | EACH        | PM1 1 gal. Shrub/Perennial Installed                                                     | \$17.00         | \$680.00            |
| 55.00                                                      | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                        | \$92.00         | \$5,060.00          |
| 60.00                                                      | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                     | \$82.00         | \$4,920.00          |
| 185.00                                                     | EACH        | 3/16"x4 Black Steel Edging 8'                                                            | \$70.00         | \$12,950.00         |
| 6.00                                                       | EACH        | Hand Watering (per visit)                                                                | \$525.00        | \$3,150.00          |
| <b>126TH STREET - EAST OF HOOSIER RD TO BROOKSSCHOOLRD</b> |             |                                                                                          | <b>Subtotal</b> | <b>\$187,356.87</b> |
| 34,513.00                                                  | SQUARE FEET | Prep/Till/Grade Labor                                                                    | \$0.07          | \$2,453.67          |
| 50.00                                                      | CUBIC YARD  | Dump Rate                                                                                | \$34.00         | \$1,700.00          |
| 30.00                                                      | EACH        | Amelanchier canadensis - SHADBLOW SERVICEBERRY 7'-8' Multi Stem Tree Installed           | \$435.00        | \$13,050.00         |
| 3.00                                                       | EACH        | Quercus rubra - Red Oak 3 1/2-4" Deciduous Tree Installed                                | \$600.00        | \$1,800.00          |
| 17.00                                                      | EACH        | Platanus X acerifolia 'Morton Circle' 3 1/2-4" Deciduous Tree Installed                  | \$600.00        | \$10,200.00         |
| 10.00                                                      | EACH        | Gleditsia triacanthos 'Draves' Honey Locust 3 1/2-4" Deciduous Tree Installed            | \$675.00        | \$6,750.00          |
| 17.00                                                      | EACH        | Prunus virginiana 'Canada Red' - Cherry-Plum 2-2 1/2" Deciduous Tree Installed           | \$400.00        | \$6,800.00          |
| 14.00                                                      | EACH        | Crataegus viridis 'Winter King' 2-2 1/2" Deciduous Tree Installed                        | \$400.00        | \$5,600.00          |
| 110.00                                                     | EACH        | Viburnum dentatum 'Christom' - Blue Muffin Viburnum 3 gal. Shrub/Perennial Installed     | \$46.00         | \$5,060.00          |

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## Proposal for Extra Work at City of Fishers - Landscape Install

|                                       |             |                                                                                                          |                 |                    |
|---------------------------------------|-------------|----------------------------------------------------------------------------------------------------------|-----------------|--------------------|
| 102.00                                | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed                 | \$46.00         | \$4,692.00         |
| 146.00                                | EACH        | Juniperus chinensis 'Montep' 3 gal. Shrub/Perennial Installed                                            | \$44.00         | \$6,424.00         |
| 200.00                                | EACH        | Itea virginica 'Sprich' 3 gal. Shrub/Perennial Installed                                                 | \$46.00         | \$9,200.00         |
| 22.00                                 | EACH        | Ilex verticillata 'Red Sprite' 3 gal. Shrub/Perennial Installed                                          | \$46.00         | \$1,012.00         |
| 94.00                                 | EACH        | Hydrangea paniculata - Hydrangea 3 gal. Shrub/Perennial Installed                                        | \$50.00         | \$4,700.00         |
| 5.00                                  | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal. Shrub/Perennial Installed                                | \$43.00         | \$215.00           |
| 65.00                                 | EACH        | Aronia melanocarpa - Chokeberry 3 gal. Shrub/Perennial Installed                                         | \$43.00         | \$2,795.00         |
| 87.00                                 | EACH        | Aronia arbutifolia 'Brilliantissima' 3 gal. Shrub/Perennial Installed                                    | \$43.00         | \$3,741.00         |
| 721.00                                | EACH        | Sporobolus heterolepis 'Tara' 3 gal. Shrub/Perennial Installed                                           | \$43.00         | \$31,003.00        |
| 40.00                                 | EACH        | Panicum virgatum 'Heavy Metal' 3 gal. Shrub/Perennial Installed                                          | \$43.00         | \$1,720.00         |
| 184.00                                | EACH        | Calamagrostis acutiflora 'Karl Foerster' 3 gal. Shrub/Perennial Installed                                | \$43.00         | \$7,912.00         |
| 500.00                                | EACH        | Perovskia 'Little Spire' 1 gal. Shrub/Perennial Installed                                                | \$17.00         | \$8,500.00         |
| 1,580.00                              | EACH        | PM4 1 gal. Shrub/Perennial Installed                                                                     | \$17.00         | \$26,860.00        |
| 87.00                                 | EACH        | PM1 1 gal. Shrub/Perennial Installed                                                                     | \$17.00         | \$1,479.00         |
| 50.00                                 | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                                        | \$92.00         | \$4,600.00         |
| 150.00                                | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                                     | \$82.00         | \$12,300.00        |
| 22.00                                 | EACH        | 3/16"x4 Black Steel Edging 8'                                                                            | \$70.00         | \$1,540.00         |
| 6.00                                  | EACH        | Hand Watering (per visit)                                                                                | \$875.00        | \$5,250.00         |
| <b>126TH STREET - PARKSIDE DR RAB</b> |             |                                                                                                          | <b>Subtotal</b> | <b>\$34,045.37</b> |
| 9,527.00                              | SQUARE FEET | Prep/Till/Grade Labor                                                                                    | \$0.07          | \$677.37           |
| 15.00                                 | CUBIC YARD  | Dump Rate                                                                                                | \$34.00         | \$510.00           |
| 5.00                                  | EACH        | Gleditsia triacanthos 'Draves' Honey Locust 3 1/2-4" Deciduous Tree Installed                            | \$875.00        | \$3,375.00         |
| 12.00                                 | EACH        | Amelanchier grandiflora 'Autumn Brilliance' - ATMN BRILLIANCE SVCBERRY 2-2 1/2" Deciduous Tree Installed | \$440.00        | \$5,280.00         |
| 45.00                                 | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed                 | \$46.00         | \$2,070.00         |
| 32.00                                 | EACH        | Juniperus conferta 'Blue Pacific' 3 gal. Shrub/Perennial Installed                                       | \$44.00         | \$1,408.00         |
| 49.00                                 | EACH        | Hydrangea paniculata - Hydrangea 3 gal. Shrub/Perennial Installed                                        | \$50.00         | \$2,450.00         |
| 33.00                                 | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal. Shrub/Perennial Installed                                | \$43.00         | \$1,419.00         |
| 22.00                                 | EACH        | Aronia arbutifolia 'Brilliantissima' 3 gal. Shrub/Perennial Installed                                    | \$43.00         | \$946.00           |

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## Proposal for Extra Work at City of Fishers - Landscape Install

|                                             |             |                                                                                      |                 |                    |
|---------------------------------------------|-------------|--------------------------------------------------------------------------------------|-----------------|--------------------|
| 130.00                                      | EACH        | Sedum spectabile 'Autumn Fire' 1 gal. Shrub/Perennial Installed                      | \$17.00         | \$2,210.00         |
| 149.00                                      | EACH        | Perovskia 'Little Spire' 1 gal. Shrub/Perennial Installed                            | \$17.00         | \$2,533.00         |
| 149.00                                      | EACH        | PM2 1 gal. Shrub/Perennial Installed                                                 | \$17.00         | \$2,533.00         |
| 22.00                                       | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                    | \$92.00         | \$2,024.00         |
| 30.00                                       | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                 | \$82.00         | \$2,460.00         |
| 40.00                                       | EACH        | 3/16"x4 Black Steel Edging 8'                                                        | \$70.00         | \$2,800.00         |
| 6.00                                        | EACH        | Hand Watering (per visit)                                                            | \$225.00        | \$1,350.00         |
| <b>126TH STREET &amp; FORD RD</b>           |             |                                                                                      | <b>Subtotal</b> | <b>\$18,473.97</b> |
| 5,541.00                                    | SQUARE FEET | Prep/Till/Grade Labor                                                                | \$0.07          | \$393.97           |
| 8.00                                        | CUBIC YARD  | Dump Rate                                                                            | \$34.00         | \$272.00           |
| 5.00                                        | EACH        | 9' Clump, PO Picea omorika                                                           | \$435.00        | \$2,175.00         |
| 4.00                                        | EACH        | 8' Clump, AG/AGm Amelanchier X g. 'Autumn Brilliance'                                | \$435.00        | \$1,740.00         |
| 26.00                                       | EACH        | Viburnum dentatum 'Christom' - Blue Muffin Viburnum 3 gal. Shrub/Perennial Installed | \$46.00         | \$1,196.00         |
| 34.00                                       | EACH        | Juniperus chinensis 'Monlep' 3 gal. Shrub/Perennial Installed                        | \$44.00         | \$1,496.00         |
| 18.00                                       | EACH        | Itea virginica 'Sprich' 3 gal. Shrub/Perennial Installed                             | \$46.00         | \$828.00           |
| 24.00                                       | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal. Shrub/Perennial Installed            | \$43.00         | \$1,032.00         |
| 28.00                                       | EACH        | Schizachyrium scoparium 'The Blues' 3 gal. Shrub/Perennial Installed                 | \$43.00         | \$1,204.00         |
| 68.00                                       | EACH        | Sedum spectabile 'Autumn Fire' 1 gal. Shrub/Perennial Installed                      | \$17.00         | \$1,156.00         |
| 51.00                                       | EACH        | PM1 1 gal. Shrub/Perennial Installed                                                 | \$17.00         | \$867.00           |
| 12.00                                       | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                    | \$92.00         | \$1,104.00         |
| 20.00                                       | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                 | \$82.00         | \$1,640.00         |
| 16.00                                       | EACH        | 3/16"x4 Black Steel Edging 8'                                                        | \$70.00         | \$1,120.00         |
| 2.00                                        | TON         | 3' Boulders Installed                                                                | \$375.00        | \$750.00           |
| 6.00                                        | EACH        | Hand Watering (per visit)                                                            | \$250.00        | \$1,500.00         |
| <b>131ST STREET &amp; CUMBERLAND RD RAB</b> |             |                                                                                      | <b>Subtotal</b> | <b>\$18,208.22</b> |
| 3,899.00                                    | SQUARE FEET | Prep/Till/Grade Labor                                                                | \$0.07          | \$277.22           |
| 6.00                                        | CUBIC YARD  | Dump Rate                                                                            | \$34.00         | \$204.00           |
| 14.00                                       | EACH        | 9' Clump, PO Picea omorika                                                           | \$435.00        | \$6,090.00         |
| 1.00                                        | EACH        | Acer rubrum 'Franksred' 3 1/2-4" Deciduous Tree Installed                            | \$625.00        | \$625.00           |
| 32.00                                       | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal. Shrub/Perennial Installed            | \$43.00         | \$1,376.00         |
| 52.00                                       | EACH        | Nepeta x faassenii 'Walker's Low' 1 gal. Shrub/Perennial Installed                   | \$17.00         | \$884.00           |
| 54.00                                       | EACH        | Calamagrostis acutiflora 'Karl Foerster' 3 gal. Shrub/Perennial Installed            | \$43.00         | \$2,322.00         |
| 50.00                                       | EACH        | PM1 1 gal. Shrub/Perennial Installed                                                 | \$17.00         | \$850.00           |

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## Proposal for Extra Work at City of Fishers - Landscape Install

|                              |             |                                                                                          |          |                             |
|------------------------------|-------------|------------------------------------------------------------------------------------------|----------|-----------------------------|
| 22.00                        | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                        | \$92.00  | \$2,024.00                  |
| 8.00                         | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                     | \$82.00  | \$656.00                    |
| 20.00                        | EACH        | 3/16"x4 Black Steel Edging 8'                                                            | \$70.00  | \$1,400.00                  |
| 6.00                         | EACH        | Hand Watering (per visit)                                                                | \$250.00 | \$1,500.00                  |
| <b>131ST STREET IN37 RAB</b> |             |                                                                                          |          | <b>Subtotal \$82,905.06</b> |
| 20,915.00                    | SQUARE FEET | Prep/Til/Grade Labor                                                                     | \$0.07   | \$1,487.06                  |
| 30.00                        | CUBIC YARD  | Dump Rate                                                                                | \$34.00  | \$1,020.00                  |
| 8.00                         | EACH        | Clump, PO Picea omorika 7'-8' Multi Stem Tree Installed                                  | \$435.00 | \$3,480.00                  |
| 12.00                        | EACH        | Cercis canadensis 7'-8' Multi Stem Tree Installed                                        | \$435.00 | \$5,220.00                  |
| 6.00                         | EACH        | Amelanchier canadensis - SHADBLOW SERVICEBERRY 7'-8' Multi Stem Tree Installed           | \$435.00 | \$2,610.00                  |
| 7.00                         | EACH        | Gleditsia triacanthos 'Draves' Honey Locust 3 1/2-4" Deciduous Tree Installed            | \$675.00 | \$4,725.00                  |
| 6.00                         | EACH        | Prunus virginiana 'Canada Red' - Cherry-Plum 2-2 1/2" Deciduous Tree Installed           | \$400.00 | \$2,400.00                  |
| 39.00                        | EACH        | Ribes alpinum 3 gal. Shrub/Perennial Installed                                           | \$46.00  | \$1,794.00                  |
| 28.00                        | EACH        | Physocarpus opulifolius 'onio' 3 gal. Shrub/Perennial Installed                          | \$46.00  | \$1,288.00                  |
| 69.00                        | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed | \$46.00  | \$3,174.00                  |
| 18.00                        | EACH        | Juniperus chinensis 'Monlep' 3 gal. Shrub/Perennial Installed                            | \$44.00  | \$792.00                    |
| 21.00                        | EACH        | Ilex verticillata 'Red Sprite' 3 gal. Shrub/Perennial Installed                          | \$46.00  | \$966.00                    |
| 14.00                        | EACH        | Hydrangea serrata 'MAK20' - Hydrangea 3 gal. Shrub/Perennial Installed                   | \$50.00  | \$700.00                    |
| 48.00                        | EACH        | Juniperus paniculata 'Bulk' 3 gal. Shrub/Perennial Installed                             | \$50.00  | \$2,400.00                  |
| 117.00                       | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal. Shrub/Perennial Installed                | \$43.00  | \$5,031.00                  |
| 16.00                        | EACH        | Aronia melanocarpa - Chokeberry 3 gal. Shrub/Perennial Installed                         | \$43.00  | \$688.00                    |
| 49.00                        | EACH        | Aronia arbutifolia 'Brilliantissima' 3 gal. Shrub/Perennial Installed                    | \$43.00  | \$2,107.00                  |
| 61.00                        | EACH        | Schizachyrium scoparium 'The Blues' 3 gal. Shrub/Perennial Installed                     | \$43.00  | \$2,623.00                  |
| 99.00                        | EACH        | Sporobolus heterolepis 'Tara' 3 gal. Shrub/Perennial Installed                           | \$43.00  | \$4,257.00                  |
| 139.00                       | EACH        | Panicum virgatum 'Heavy Metal' 3 gal. Shrub/Perennial Installed                          | \$43.00  | \$5,977.00                  |
| 81.00                        | EACH        | Panicum virgatum 'Dallas Blues' 3 gal. Shrub/Perennial Installed                         | \$43.00  | \$3,483.00                  |
| 104.00                       | EACH        | Echinacea 'Magnus' 1 gal. Shrub/Perennial Installed                                      | \$17.00  | \$1,768.00                  |
| 90.00                        | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                        | \$92.00  | \$8,280.00                  |
| 70.00                        | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                     | \$82.00  | \$5,740.00                  |

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## Proposal for Extra Work at City of Fishers - Landscape Install

|                                             |             |                                                                                                          |          |                              |
|---------------------------------------------|-------------|----------------------------------------------------------------------------------------------------------|----------|------------------------------|
| 101.00                                      | EACH        | 3/16"x4 Black Steel Edging 8'                                                                            | \$70.00  | \$7,070.00                   |
| 3.00                                        | TON         | 3' Boulders Installed                                                                                    | \$375.00 | \$1,125.00                   |
| 6.00                                        | EACH        | Hand Watering (per visit)                                                                                | \$450.00 | \$2,700.00                   |
| <b>131STREET &amp; CYNTHEANNE RD</b>        |             |                                                                                                          |          | <b>Subtotal \$23,870.67</b>  |
| 6,001.00                                    | SQUARE FEET | Prep/Till/Grade Labor                                                                                    | \$0.07   | \$426.67                     |
| 9.00                                        | CUBIC YARD  | Dump Rate                                                                                                | \$34.00  | \$306.00                     |
| 6.00                                        | EACH        | Ulmus americana 'Princeton' 3 1/2-4" Deciduous Tree Installed                                            | \$675.00 | \$4,050.00                   |
| 21.00                                       | EACH        | Itea virginica 'Sprich' 3 gal. Shrub/Perennial Installed                                                 | \$46.00  | \$966.00                     |
| 27.00                                       | EACH        | Aronia arbutifolia 'Brilliantissima' - Chokeberry 3 gal. Shrub/Perennial Installed                       | \$43.00  | \$1,161.00                   |
| 27.00                                       | EACH        | Panicum virgatum 'Heavy Metal' 3 gal. Shrub/Perennial Installed                                          | \$43.00  | \$1,161.00                   |
| 59.00                                       | EACH        | PM2 1 gal. Shrub/Perennial Installed                                                                     | \$17.00  | \$1,003.00                   |
| 116.00                                      | EACH        | PM1 1 gal. Shrub/Perennial Installed                                                                     | \$17.00  | \$1,972.00                   |
| 40.00                                       | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                                        | \$92.00  | \$3,680.00                   |
| 7.00                                        | TON         | Bassfield Fines (TON) - TON Rock/Gravel Installed                                                        | \$175.00 | \$1,225.00                   |
| 10.00                                       | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                                     | \$82.00  | \$820.00                     |
| 80.00                                       | EACH        | 3/16"x4 Black Steel Edging 8'                                                                            | \$70.00  | \$5,600.00                   |
| 6.00                                        | EACH        | Hand Watering (per visit)                                                                                | \$250.00 | \$1,500.00                   |
| <b>136TH STREET &amp; SOUTHEASTERN PKWY</b> |             |                                                                                                          |          | <b>Subtotal \$107,891.00</b> |
| 22,180.00                                   | SQUARE FEET | Prep/Till/Grade Labor                                                                                    | \$0.07   | \$1,577.00                   |
| 34.00                                       | CUBIC YARD  | Dump Rate                                                                                                | \$34.00  | \$1,156.00                   |
| 16.00                                       | EACH        | Platanus X acerifolia 'Morton Circle' 3 1/2-4" Deciduous Tree Installed                                  | \$600.00 | \$9,600.00                   |
| 5.00                                        | EACH        | Ginkgo biloba 'Autumn Gold' 3 1/2-4" Deciduous Tree Installed                                            | \$675.00 | \$3,375.00                   |
| 16.00                                       | EACH        | Prunus virginiana 'Canada Red' - Cherry-Plum 2-2 1/2" Deciduous Tree Installed                           | \$400.00 | \$6,400.00                   |
| 5.00                                        | EACH        | Amelanchier grandiflora 'Autumn Brilliance' - ATMN BRILLIANCE SVCBERRY 2-2 1/2" Deciduous Tree Installed | \$440.00 | \$2,200.00                   |
| 18.00                                       | EACH        | Rosa 'Meigalpio' 3 gal. Shrub/Perennial Installed                                                        | \$46.00  | \$828.00                     |
| 111.00                                      | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed                 | \$46.00  | \$5,106.00                   |
| 88.00                                       | EACH        | Juniperus chinensis 'Monlep' 3 gal. Shrub/Perennial Installed                                            | \$44.00  | \$3,872.00                   |
| 126.00                                      | EACH        | Itea virginica 'Sprich' 3 gal. Shrub/Perennial Installed                                                 | \$46.00  | \$5,796.00                   |
| 142.00                                      | EACH        | Hydrangea paniculata - Hydrangea 3 gal. Shrub/Perennial Installed                                        | \$50.00  | \$7,100.00                   |
| 104.00                                      | EACH        | Aronia melanocarpa - Chokeberry 3 gal. Shrub/Perennial Installed                                         | \$43.00  | \$4,472.00                   |
| 106.00                                      | EACH        | Aronia arbutifolia 'Brilliantissima' - Chokeberry 3 gal. Shrub/Perennial Installed                       | \$43.00  | \$4,558.00                   |

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## Proposal for Extra Work at City of Fishers - Landscape Install

|                                            |             |                                                                                          |          |                              |
|--------------------------------------------|-------------|------------------------------------------------------------------------------------------|----------|------------------------------|
| 30.00                                      | EACH        | Schizachyrium scoparium 'The Blues' 3 gal. Shrub/Perennial Installed                     | \$43.00  | \$1,290.00                   |
| 93.00                                      | EACH        | Panicum virgatum 'Dallas Blues' 3 gal. Shrub/Perennial Installed                         | \$43.00  | \$3,999.00                   |
| 197.00                                     | EACH        | Calamagrostis acutiflora 'Karl Foerster' 3 gal. Shrub/Perennial Installed                | \$43.00  | \$8,471.00                   |
| 35.00                                      | EACH        | PM3 1 gal. Shrub/Perennial Installed                                                     | \$17.00  | \$595.00                     |
| 27.00                                      | EACH        | PM2 1 gal. Shrub/Perennial Installed                                                     | \$17.00  | \$459.00                     |
| 211.00                                     | EACH        | PM1 1 gal. Shrub/Perennial Installed                                                     | \$17.00  | \$3,587.00                   |
| 100.00                                     | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                        | \$92.00  | \$9,200.00                   |
| 70.00                                      | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                     | \$82.00  | \$5,740.00                   |
| 213.00                                     | EACH        | 3/16"x4 Black Steel Edging 8'                                                            | \$70.00  | \$14,910.00                  |
| 6.00                                       | EACH        | Hand Watering (per visit)                                                                | \$600.00 | \$3,600.00                   |
| <b>96TH STREET &amp; FALL CREEK RD RAB</b> |             |                                                                                          |          | <b>Subtotal \$39,956.72</b>  |
| 11,726.00                                  | SQUARE FEET | Prep/Till/Grade Labor                                                                    | \$0.07   | \$833.72                     |
| 18.00                                      | CUBIC YARD  | Dump Rate                                                                                | \$34.00  | \$612.00                     |
| 7.00                                       | EACH        | Cercis canadensis 7'-8' Multi Stem Tree Installed                                        | \$435.00 | \$3,045.00                   |
| 3.00                                       | EACH        | Ginkgo biloba 'Autumn Gold' 3 1/2-4" Deciduous Tree Installed                            | \$675.00 | \$2,025.00                   |
| 29.00                                      | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed | \$46.00  | \$1,334.00                   |
| 40.00                                      | EACH        | Juniperus chinensis 'Montep' 3 gal. Shrub/Perennial Installed                            | \$44.00  | \$1,760.00                   |
| 19.00                                      | EACH        | Ilex verticillata 'Red Sprite' 3 gal. Shrub/Perennial Installed                          | \$46.00  | \$874.00                     |
| 42.00                                      | EACH        | Hydrangea paniculata - Hydrangea 3 gal. Shrub/Perennial Installed                        | \$50.00  | \$2,100.00                   |
| 20.00                                      | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal. Shrub/Perennial Installed                | \$43.00  | \$860.00                     |
| 18.00                                      | EACH        | Aronia arbutifolia 'Brilliantissima' 3 gal. Shrub/Perennial Installed                    | \$43.00  | \$774.00                     |
| 54.00                                      | EACH        | Panicum virgatum 'Dallas Blues' 3 gal. Shrub/Perennial Installed                         | \$43.00  | \$2,322.00                   |
| 31.00                                      | EACH        | Calamagrostis acutiflora 'Karl Foerster' 3 gal. Shrub/Perennial Installed                | \$43.00  | \$1,333.00                   |
| 115.00                                     | EACH        | PM3 1 gal. Shrub/Perennial Installed                                                     | \$17.00  | \$1,955.00                   |
| 117.00                                     | EACH        | PM2 1 gal. Shrub/Perennial Installed                                                     | \$17.00  | \$1,989.00                   |
| 120.00                                     | EACH        | PM1 1 gal. Shrub/Perennial Installed                                                     | \$17.00  | \$2,040.00                   |
| 50.00                                      | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                        | \$92.00  | \$4,600.00                   |
| 35.00                                      | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                     | \$82.00  | \$2,870.00                   |
| 104.00                                     | EACH        | 3/16"x4 Black Steel Edging 8'                                                            | \$70.00  | \$7,280.00                   |
| 6.00                                       | EACH        | Hand Watering (per visit)                                                                | \$225.00 | \$1,350.00                   |
| <b>96TH STREET</b>                         |             |                                                                                          |          | <b>Subtotal \$387,837.72</b> |

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2240 Harper Rd, Columbus, OH 43204 ph. (614) 276-5500 fax (614) 276-5506

## Proposal for Extra Work at City of Fishers - Landscape Install

|           |             |                                                                                                                |          |             |
|-----------|-------------|----------------------------------------------------------------------------------------------------------------|----------|-------------|
| 79,124.00 | SQUARE FEET | Prep/Till/Grade Labor                                                                                          | \$0.07   | \$5,625.72  |
| 120.00    | CUBIC YARD  | Dump Rate                                                                                                      | \$34.00  | \$4,080.00  |
| 23.00     | EACH        | Amelanchier canadensis - SHADBLOW SERVICEBERRY<br>7'-8' Multi Stem Tree Installed                              | \$435.00 | \$10,005.00 |
| 5.00      | EACH        | Quercus rubra - Red Oak 3 1/2-4" Deciduous Tree<br>Installed                                                   | \$600.00 | \$3,000.00  |
| 32.00     | EACH        | Platanus X acerifolia 'Morton Circle' 3 1/2-4" Deciduous<br>Tree Installed                                     | \$600.00 | \$19,200.00 |
| 14.00     | EACH        | Carpinus betula 'Fastigiata' 3 1/2-4" Deciduous Tree<br>Installed                                              | \$675.00 | \$9,450.00  |
| 35.00     | EACH        | Crataegus viridis 'Winter King' 2-2 1/2" Deciduous Tree<br>Installed                                           | \$400.00 | \$14,000.00 |
| 6.00      | EACH        | Amelanchier grandiflora 'Autumn Brilliance' - ATMN<br>BRILLIANCE SVCBERRY 2-2 1/2" Deciduous Tree<br>Installed | \$440.00 | \$2,640.00  |
| 380.00    | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3<br>gal. Shrub/Perennial Installed                    | \$46.00  | \$17,480.00 |
| 212.00    | EACH        | Juniperus chinensis 'Monlep' 3 gal. Shrub/Perennial<br>Installed                                               | \$44.00  | \$9,328.00  |
| 428.00    | EACH        | Juniperus chinensis 'Daub's Frosted' 3 gal.<br>Shrub/Perennial Installed                                       | \$44.00  | \$18,832.00 |
| 317.00    | EACH        | Itea virginica 'Sprich' 3 gal. Shrub/Perennial Installed                                                       | \$46.00  | \$14,582.00 |
| 72.00     | EACH        | Ilex verticillata 'Red Sprite' 3 gal. Shrub/Perennial<br>Installed                                             | \$46.00  | \$3,312.00  |
| 192.00    | EACH        | Hydrangea paniculata - Hydrangea 3 gal.<br>Shrub/Perennial Installed                                           | \$50.00  | \$9,600.00  |
| 165.00    | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal.<br>Shrub/Perennial Installed                                   | \$43.00  | \$7,095.00  |
| 104.00    | EACH        | Aronia melanocarpa - Chokeberry 3 gal. Shrub/Perennial<br>Installed                                            | \$43.00  | \$4,472.00  |
| 249.00    | EACH        | Aronia arbutifolia 'Brilliantissima' - Chokeberry 3 gal.<br>Shrub/Perennial Installed                          | \$43.00  | \$10,707.00 |
| 1,157.00  | EACH        | Sporobolus heterolepis 'Tara' 3 gal. Shrub/Perennial<br>Installed                                              | \$43.00  | \$49,751.00 |
| 151.00    | EACH        | Panicum virgatum 'Heavy Metal' 3 gal. Shrub/Perennial<br>Installed                                             | \$43.00  | \$6,493.00  |
| 120.00    | EACH        | Panicum virgatum 'Shenandoah' 3 gal. Shrub/Perennial<br>Installed                                              | \$43.00  | \$5,160.00  |
| 480.00    | EACH        | Calamagrostis acutiflora 'Karl Foerster' 3 gal.<br>Shrub/Perennial Installed                                   | \$43.00  | \$20,640.00 |
| 112.00    | EACH        | Sedum spectabile 'Autumn Fire' 1 gal. Shrub/Perennial<br>Installed                                             | \$17.00  | \$1,904.00  |
| 108.00    | EACH        | PM5 1 gal. Shrub/Perennial Installed                                                                           | \$17.00  | \$1,836.00  |
| 447.00    | EACH        | PM4 1 gal. Shrub/Perennial Installed                                                                           | \$17.00  | \$7,599.00  |
| 171.00    | EACH        | PM3 1 gal. Shrub/Perennial Installed                                                                           | \$17.00  | \$2,907.00  |
| 260.00    | EACH        | PM2 1 gal. Shrub/Perennial Installed                                                                           | \$17.00  | \$4,420.00  |
| 357.00    | EACH        | PM1 1 gal. Shrub/Perennial Installed                                                                           | \$17.00  | \$6,069.00  |
| 590.00    | EACH        | Perovskia 'Little Spire' 1 gal. Shrub/Perennial Installed                                                      | \$17.00  | \$10,030.00 |

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## Proposal for Extra Work at City of Fishers - Landscape Install

|                                              |             |                                                                                          |            |                              |
|----------------------------------------------|-------------|------------------------------------------------------------------------------------------|------------|------------------------------|
| 275.00                                       | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                        | \$92.00    | \$25,300.00                  |
| 45.00                                        | TON         | Bassfield Fines (TON) - TON Rock/Gravel Installed                                        | \$175.00   | \$7,875.00                   |
| 275.00                                       | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                     | \$82.00    | \$22,550.00                  |
| 486.00                                       | EACH        | 3/16"x4 Black Steel Edging 8'                                                            | \$70.00    | \$34,020.00                  |
| 6.00                                         | EACH        | Hand Watering (per visit)                                                                | \$1,500.00 | \$9,000.00                   |
| 14.00                                        | TON         | Limestone Boulder                                                                        | \$500.00   | \$7,000.00                   |
| 1.00                                         | TON         | 3' Boulders Installed                                                                    | \$375.00   | \$375.00                     |
| 4.00                                         | TON         | 3' Boulders Installed                                                                    | \$375.00   | \$1,500.00                   |
| <b>96TH STREET &amp; ALLISONVILLE RD RAB</b> |             |                                                                                          |            | <b>Subtotal \$203,064.93</b> |
| <b>96TH STREET FRONTAGE</b>                  |             |                                                                                          |            | <b>Subtotal \$116,760.12</b> |
| 33,968.00                                    | SQUARE FEET | Prep/Till/Grade Labor                                                                    | \$0.07     | \$2,415.12                   |
| 50.00                                        | CUBIC YARD  | Dump Rate                                                                                | \$34.00    | \$1,700.00                   |
| 20.00                                        | EACH        | Cercis canadensis 7'-8' Multi Stem Tree Installed                                        | \$435.00   | \$8,700.00                   |
| 21.00                                        | EACH        | Amelanchier canadensis - SHADBLOW SERVICEBERRY 7'-8' Multi Stem Tree Installed           | \$435.00   | \$9,135.00                   |
| 6.00                                         | EACH        | Prunus virginiana 'Canada Red' - Cherry-Plum 2-2 1/2" Deciduous Tree Installed           | \$400.00   | \$2,400.00                   |
| 9.00                                         | EACH        | Crataegus viridis 'Winter King' 2-2 1/2" Deciduous Tree Installed                        | \$400.00   | \$3,600.00                   |
| 53.00                                        | EACH        | Thuja occidentalis 'Little Giant' Arborvitae 3 gal. Shrub/Perennial Installed            | \$50.00    | \$2,650.00                   |
| 12.00                                        | EACH        | Unknown Shrub 3 gal. Shrub/Perennial Installed                                           | \$46.00    | \$552.00                     |
| 170.00                                       | EACH        | Rosa 'Meigalpio' 3 gal. Shrub/Perennial Installed                                        | \$46.00    | \$7,820.00                   |
| 110.00                                       | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed | \$46.00    | \$5,060.00                   |
| 18.00                                        | EACH        | Juniperus chinensis 'Monlep' 3 gal. Shrub/Perennial Installed                            | \$44.00    | \$792.00                     |
| 67.00                                        | EACH        | Itea virginica 'Sprich' 3 gal. Shrub/Perennial Installed                                 | \$46.00    | \$3,082.00                   |
| 115.00                                       | EACH        | Ilex verticillata 'Red Sprite' 3 gal. Shrub/Perennial Installed                          | \$46.00    | \$5,290.00                   |
| 7.00                                         | EACH        | Hydrangea paniculata - Hydrangea 3 gal. Shrub/Perennial Installed                        | \$50.00    | \$350.00                     |
| 141.00                                       | EACH        | Hydrangea paniculata 'Little Quick Fire' - Hydrangea 3 gal. Shrub/Perennial Installed    | \$50.00    | \$7,050.00                   |
| 54.00                                        | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal. Shrub/Perennial Installed                | \$43.00    | \$2,322.00                   |
| 71.00                                        | EACH        | Panicum virgatum 'Heavy Metal' 3 gal. Shrub/Perennial Installed                          | \$43.00    | \$3,053.00                   |
| 166.00                                       | EACH        | Panicum virgatum 'Dallas Blues' 3 gal. Shrub/Perennial Installed                         | \$43.00    | \$7,138.00                   |
| 162.00                                       | EACH        | Calamagrostis acutiflora 'Karl Foerster' 3 gal. Shrub/Perennial Installed                | \$43.00    | \$6,966.00                   |
| 152.00                                       | EACH        | Schizachyrium scoparium 'The Blues' 3 gal. Shrub/Perennial Installed                     | \$43.00    | \$6,536.00                   |

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## Proposal for Extra Work at City of Fishers - Landscape Install

|                       |             |                                                                                                          |                 |                    |
|-----------------------|-------------|----------------------------------------------------------------------------------------------------------|-----------------|--------------------|
| 137.00                | EACH        | Sporobolus heterolepis 'Tara' 3 gal. Shrub/Perennial Installed                                           | \$43.00         | \$5,891.00         |
| 179.00                | EACH        | Sedum spectabile 'Autumn Fire' 1 gal. Shrub/Perennial Installed                                          | \$17.00         | \$3,043.00         |
| 161.00                | EACH        | PM1 1 gal. Shrub/Perennial Installed                                                                     | \$17.00         | \$2,737.00         |
| 184.00                | EACH        | Nepeta x faassenii 'Walker's Low' 1 gal. Shrub/Perennial Installed                                       | \$17.00         | \$3,128.00         |
| 175.00                | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                                     | \$82.00         | \$14,350.00        |
| <b>MISC MEDIANS 1</b> |             |                                                                                                          | <b>Subtotal</b> | <b>\$37,657.52</b> |
| 8,629.00              | SQUARE FEET | Prep/Till/Grade Labor                                                                                    | \$0.07          | \$613.52           |
| 12.00                 | CUBIC YARD  | Dump Rate                                                                                                | \$34.00         | \$408.00           |
| 11.00                 | EACH        | Prunus virginiana 'Canada Red' - Cherry-Plum 2-2 1/2" Deciduous Tree Installed                           | \$400.00        | \$4,400.00         |
| 5.00                  | EACH        | Amelanchier grandiflora 'Autumn Brilliance' - ATMN BRILLIANCE SVCBERRY 2-2 1/2" Deciduous Tree Installed | \$440.00        | \$2,200.00         |
| 13.00                 | EACH        | Rosa 'Meigalpio' 3 gal. Shrub/Perennial Installed                                                        | \$46.00         | \$598.00           |
| 70.00                 | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed                 | \$46.00         | \$3,220.00         |
| 36.00                 | EACH        | Hydrangea paniculata 'Little Quick Fire' - Hydrangea 3 gal. Shrub/Perennial Installed                    | \$50.00         | \$1,800.00         |
| 58.00                 | EACH        | Aronia arbutifolia 'Brilliantissima' - Chokeberry 3 gal. Shrub/Perennial Installed                       | \$43.00         | \$2,494.00         |
| 89.00                 | EACH        | Schizachyrium scoparium 'The Blues' 3 gal. Shrub/Perennial Installed                                     | \$43.00         | \$3,827.00         |
| 69.00                 | EACH        | Panicum virgatum 'Dallas Blues' 3 gal. Shrub/Perennial Installed                                         | \$43.00         | \$2,967.00         |
| 28.00                 | EACH        | Calamagrostis acutiflora 'Karl Foerster' 3 gal. Shrub/Perennial Installed                                | \$43.00         | \$1,204.00         |
| 124.00                | EACH        | Perovskia 'Little Spire' 1 gal. Shrub/Perennial Installed                                                | \$17.00         | \$2,108.00         |
| 126.00                | EACH        | PM1 1 gal. Shrub/Perennial Installed                                                                     | \$17.00         | \$2,142.00         |
| 100.00                | EACH        | Nepeta x faassenii 'Walker's Low' 1 gal. Shrub/Perennial Installed                                       | \$17.00         | \$1,700.00         |
| 8.00                  | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                                        | \$92.00         | \$736.00           |
| 35.00                 | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                                     | \$82.00         | \$2,870.00         |
| 11.00                 | EACH        | 3/16"x4 Black Steel Edging 8'                                                                            | \$70.00         | \$770.00           |
| 6.00                  | EACH        | Hand Watering (per visit)                                                                                | \$600.00        | \$3,600.00         |
| <b>MISC MEDIANS 2</b> |             |                                                                                                          | <b>Subtotal</b> | <b>\$26,376.08</b> |
| 7,357.00              | SQUARE FEET | Prep/Till/Grade Labor                                                                                    | \$0.07          | \$523.08           |
| 10.00                 | CUBIC YARD  | Dump Rate                                                                                                | \$34.00         | \$340.00           |
| 6.00                  | EACH        | Crataegus viridis 'Winter King' 2-2 1/2" Deciduous Tree Installed                                        | \$400.00        | \$2,400.00         |
| 60.00                 | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed                 | \$46.00         | \$2,760.00         |
| 27.00                 | EACH        | Itea virginica 'Sprich' 3 gal. Shrub/Perennial Installed                                                 | \$46.00         | \$1,242.00         |

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## Proposal for Extra Work at City of Fishers - Landscape Install

|                       |             |                                                                           |          |                              |
|-----------------------|-------------|---------------------------------------------------------------------------|----------|------------------------------|
| 41.00                 | EACH        | Aronia arbutifolia - Chokeberry 3 gal. Shrub/Perennial Installed          | \$43.00  | \$1,763.00                   |
| 24.00                 | EACH        | Sporobolus heterolepis 'Tara' 3 gal. Shrub/Perennial Installed            | \$43.00  | \$1,032.00                   |
| 57.00                 | EACH        | Calamagrostis acutiflora 'Karl Foerster' 3 gal. Shrub/Perennial Installed | \$43.00  | \$2,451.00                   |
| 154.00                | EACH        | PM2 1 gal. Shrub/Perennial Installed                                      | \$17.00  | \$2,618.00                   |
| 175.00                | EACH        | PM1 1 gal. Shrub/Perennial Installed                                      | \$17.00  | \$2,975.00                   |
| 25.00                 | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                         | \$92.00  | \$2,300.00                   |
| 21.00                 | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                      | \$82.00  | \$1,722.00                   |
| 35.00                 | EACH        | 3/16"x4 Black Steel Edging 8'                                             | \$70.00  | \$2,450.00                   |
| 6.00                  | EACH        | Hand Watering (per visit)                                                 | \$300.00 | \$1,800.00                   |
| <b>MISC MEDIANS 3</b> |             |                                                                           |          | <b>Subtotal \$9,607.00</b>   |
| 3,249.00              | SQUARE FEET | Prep/Till/Grade Labor                                                     | \$0.07   | \$231.00                     |
| 5.00                  | CUBIC YARD  | Dump Rate                                                                 | \$34.00  | \$170.00                     |
| 24.00                 | EACH        | Sporobolus heterolepis 'Tara' 3 gal. Shrub/Perennial Installed            | \$43.00  | \$1,032.00                   |
| 34.00                 | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal. Shrub/Perennial Installed | \$43.00  | \$1,462.00                   |
| 50.00                 | EACH        | Panicum virgatum 'Shenandoah' 3 gal. Shrub/Perennial Installed            | \$43.00  | \$2,150.00                   |
| 9.00                  | EACH        | Sedum spectabile 'Autumn Fire' 1 gal. Shrub/Perennial Installed           | \$17.00  | \$153.00                     |
| 67.00                 | EACH        | PM1 1 gal. Shrub/Perennial Installed                                      | \$17.00  | \$1,139.00                   |
| 11.00                 | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                         | \$92.00  | \$1,012.00                   |
| 9.00                  | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                      | \$82.00  | \$738.00                     |
| 8.00                  | EACH        | 3/16"x4 Black Steel Edging 8'                                             | \$70.00  | \$560.00                     |
| 6.00                  | EACH        | Hand Watering (per visit)                                                 | \$160.00 | \$960.00                     |
| <b>MISC MEDIANS 4</b> |             |                                                                           |          | <b>Subtotal \$6,199.54</b>   |
| 2,272.00              | SQUARE FEET | Prep/Till/Grade Labor                                                     | \$0.07   | \$161.54                     |
| 3.00                  | CUBIC YARD  | Dump Rate                                                                 | \$34.00  | \$102.00                     |
| 21.00                 | EACH        | Aronia melanocarpa - Chokeberry 3 gal. Shrub/Perennial Installed          | \$43.00  | \$903.00                     |
| 29.00                 | EACH        | Sedum spectabile 'Autumn Fire' 1 gal. Shrub/Perennial Installed           | \$17.00  | \$493.00                     |
| 32.00                 | EACH        | PM1 1 gal. Shrub/Perennial Installed                                      | \$17.00  | \$544.00                     |
| 20.00                 | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                         | \$92.00  | \$1,840.00                   |
| 3.00                  | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                      | \$82.00  | \$246.00                     |
| 25.00                 | EACH        | 3/16"x4 Black Steel Edging 8'                                             | \$70.00  | \$1,750.00                   |
| 1.00                  | EACH        | Hand Watering (per visit)                                                 | \$160.00 | \$160.00                     |
| <b>OLIO RD</b>        |             |                                                                           |          | <b>Subtotal \$241,088.37</b> |

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## Proposal for Extra Work at City of Fishers - Landscape Install

|                                              |             |                                                                                          |                 |                    |
|----------------------------------------------|-------------|------------------------------------------------------------------------------------------|-----------------|--------------------|
| 47,783.00                                    | SQUARE FEET | Prep/Till/Grade Labor                                                                    | \$0.07          | \$3,397.37         |
| 70.00                                        | CUBIC YARD  | Dump Rate                                                                                | \$34.00         | \$2,380.00         |
| 29.00                                        | EACH        | Amelanchier X g. 'Autumn Brilliance' 7'-8' Multi Stem Tree Installed                     | \$435.00        | \$12,615.00        |
| 23.00                                        | EACH        | Platanus X acerifolia 'Morton Circle' 3 1/2-4" Deciduous Tree Installed                  | \$600.00        | \$13,800.00        |
| 12.00                                        | EACH        | Gleditsia triacanthos 'Draves' Honey Locust 3 1/2-4" Deciduous Tree Installed            | \$675.00        | \$8,100.00         |
| 15.00                                        | EACH        | Gymnocladus dioica 3 1/2-4" Deciduous Tree Installed                                     | \$675.00        | \$10,125.00        |
| 13.00                                        | EACH        | Carpinus betula 'Fastigiata' 3 1/2-4" Deciduous Tree Installed                           | \$675.00        | \$8,775.00         |
| 10.00                                        | EACH        | Crataegus viridis 'Winter King' 2-2 1/2" Deciduous Tree Installed                        | \$400.00        | \$4,000.00         |
| 234.00                                       | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed | \$46.00         | \$10,764.00        |
| 169.00                                       | EACH        | Juniperus chinensis 'Monlep' 3 gal. Shrub/Perennial Installed                            | \$44.00         | \$7,436.00         |
| 98.00                                        | EACH        | Itea virginica 'Sprich' 3 gal. Shrub/Perennial Installed                                 | \$46.00         | \$4,508.00         |
| 88.00                                        | EACH        | Ilex verticillata 'Red Sprite' 3 gal. Shrub/Perennial Installed                          | \$46.00         | \$4,048.00         |
| 119.00                                       | EACH        | Juniperus paniculata 'Bulk' Juniper 3 gal. Shrub/Perennial Installed                     | \$46.00         | \$5,474.00         |
| 263.00                                       | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal. Shrub/Perennial Installed                | \$43.00         | \$11,309.00        |
| 28.00                                        | EACH        | Aronia arbutifolia 'Brilliantissima' 3 gal. Shrub/Perennial Installed                    | \$43.00         | \$1,204.00         |
| 80.00                                        | EACH        | Schizachyrium scoparium 'The Blues' 3 gal. Shrub/Perennial Installed                     | \$43.00         | \$3,440.00         |
| 1,042.00                                     | EACH        | Sporobolus heterolepis 'Tara' 3 gal. Shrub/Perennial Installed                           | \$43.00         | \$44,806.00        |
| 156.00                                       | EACH        | Panicum virgatum 'Heavy Metal' 3 gal. Shrub/Perennial Installed                          | \$43.00         | \$6,708.00         |
| 365.00                                       | EACH        | Calamagrostis acutiflora 'Karl Foerster' 3 gal. Shrub/Perennial Installed                | \$43.00         | \$15,695.00        |
| 138.00                                       | EACH        | Sedum spectabile 'Autumn Fire' 1 gal. Shrub/Perennial Installed                          | \$17.00         | \$2,346.00         |
| 397.00                                       | EACH        | PM4 1 gal. Shrub/Perennial Installed                                                     | \$17.00         | \$6,749.00         |
| 55.00                                        | EACH        | PM3 1 gal. Shrub/Perennial Installed                                                     | \$17.00         | \$935.00           |
| 352.00                                       | EACH        | PM2 1 gal. Shrub/Perennial Installed                                                     | \$17.00         | \$5,984.00         |
| 310.00                                       | EACH        | PM1 1 gal. Shrub/Perennial Installed                                                     | \$17.00         | \$5,270.00         |
| 125.00                                       | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                        | \$92.00         | \$11,500.00        |
| 190.00                                       | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                     | \$82.00         | \$15,580.00        |
| 127.00                                       | EACH        | 3/16"x4 Black Steel Edging 8'                                                            | \$70.00         | \$8,890.00         |
| 6.00                                         | EACH        | Hand Watering (per visit)                                                                | \$875.00        | \$5,250.00         |
| <b>SOUTHEASTERN PKWY &amp; CYNTHIANNE RD</b> |             |                                                                                          | <b>Subtotal</b> | <b>\$34,646.82</b> |
| 9,885.00                                     | SQUARE FEET | Prep/Till/Grade Labor                                                                    | \$0.07          | \$702.82           |

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
2240 Harper Rd, Columbus, OH 43204 ph. (614) 276-5500 fax (614) 276-5508

## Proposal for Extra Work at City of Fishers - Landscape Install

|                                       |             |                                                                                                          |                 |                    |
|---------------------------------------|-------------|----------------------------------------------------------------------------------------------------------|-----------------|--------------------|
| 15.00                                 | CUBIC YARD  | Dump Rate                                                                                                | \$34.00         | \$510.00           |
| 8.00                                  | EACH        | Amelanchier X g. 'Autumn Brilliance' 2-2 1/2" Deciduous Tree Installed                                   | \$400.00        | \$3,200.00         |
| 29.00                                 | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed                 | \$46.00         | \$1,334.00         |
| 10.00                                 | EACH        | Juniperus chinensis 'Monlep' Juniper 3 gal. Shrub/Perennial Installed                                    | \$46.00         | \$460.00           |
| 32.00                                 | EACH        | Itea virginica 'Sprich' 3 gal. Shrub/Perennial Installed                                                 | \$46.00         | \$1,472.00         |
| 59.00                                 | EACH        | Hydrangea paniculata - Hydrangea 3 gal. Shrub/Perennial Installed                                        | \$50.00         | \$2,950.00         |
| 44.00                                 | EACH        | Aronia melanocarpa - Chokeberry 3 gal. Shrub/Perennial Installed                                         | \$43.00         | \$1,892.00         |
| 82.00                                 | EACH        | Schizachyrium scoparium 'The Blues' 3 gal. Shrub/Perennial Installed                                     | \$43.00         | \$3,526.00         |
| 103.00                                | EACH        | Panicum virgatum 'Shenandoah' 3 gal. Shrub/Perennial Installed                                           | \$43.00         | \$4,429.00         |
| 86.00                                 | EACH        | PM2 1 gal. Shrub/Perennial Installed                                                                     | \$17.00         | \$1,462.00         |
| 144.00                                | EACH        | PM1 1 gal. Shrub/Perennial Installed                                                                     | \$17.00         | \$2,448.00         |
| 30.00                                 | TON         | Bulk River Rock (TON) - TON Rock/Gravel Installed                                                        | \$92.00         | \$2,760.00         |
| 35.00                                 | CUBIC YARD  | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                                                     | \$82.00         | \$2,870.00         |
| 39.00                                 | EACH        | 3/16"x4 Black Steel Edging 8'                                                                            | \$70.00         | \$2,730.00         |
| 6.00                                  | EACH        | Hand Watering (per visit)                                                                                | \$300.00        | \$1,800.00         |
| <b>Addendum 1 - Additional Median</b> |             |                                                                                                          | <b>Subtotal</b> | <b>\$84,940.81</b> |
| 19,477.00                             | SQUARE FEET | Prep/Till/Grade Labor                                                                                    | \$0.07          | \$1,384.81         |
| 60.00                                 | CUBIC YARD  | Dump Rate                                                                                                | \$34.00         | \$2,040.00         |
| 3.00                                  | EACH        | Amelanchier grandiflora 'Autumn Brilliance' - ATMN BRILLIANCE SVCBERRY 2-2 1/2" Deciduous Tree Installed | \$440.00        | \$1,320.00         |
| 11.00                                 | EACH        | Crataegus viridis 'Winter King' 2-2 1/2" Deciduous Tree Installed                                        | \$400.00        | \$4,400.00         |
| 15.00                                 | EACH        | Gleditsia triacanthos 'Draves' Honey Locust 3 1/2-4" Deciduous Tree Installed                            | \$675.00        | \$10,125.00        |
| 11.00                                 | EACH        | Amelanchier X g. 'Autumn Brilliance' 7'-8' Multi Stem Tree Installed                                     | \$435.00        | \$4,785.00         |
| 138.00                                | EACH        | Juniperus chinensis 'Kallay's Compact' - Kallay Juniper 3 gal. Shrub/Perennial Installed                 | \$46.00         | \$6,348.00         |
| 52.00                                 | EACH        | Juniperus chinensis 'Monlep' 3 gal. Shrub/Perennial Installed                                            | \$44.00         | \$2,288.00         |
| 66.00                                 | EACH        | Hydrangea paniculata - Hydrangea 3 gal. Shrub/Perennial Installed                                        | \$50.00         | \$3,300.00         |
| 90.00                                 | EACH        | Aronia melanocarpa 'Viking' - Chokeberry 3 gal. Shrub/Perennial Installed                                | \$43.00         | \$3,870.00         |
| 14.00                                 | EACH        | Aronia melanocarpa - Chokeberry 3 gal. Shrub/Perennial Installed                                         | \$43.00         | \$602.00           |
| 59.00                                 | EACH        | Aronia arbutifolia 'Brilliantissima' 3 gal. Shrub/Perennial Installed                                    | \$43.00         | \$2,537.00         |

### THIS IS NOT AN INVOICE

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2240 Harper Rd, Columbus, OH 43204 ph. (614) 276-5500 fax (614) 276-5506

## Proposal for Extra Work at City of Fishers - Landscape Install

|                           |            |                                                                           |             |                 |
|---------------------------|------------|---------------------------------------------------------------------------|-------------|-----------------|
| 88.00                     | EACH       | Nepeta x faassenii 'Walker's Low' 1 gal. Shrub/Perennial Installed        | \$17.00     | \$1,496.00      |
| 74.00                     | EACH       | Itea virginica 'Sprich' 3 gal. Shrub/Perennial Installed                  | \$46.00     | \$3,404.00      |
| 88.00                     | EACH       | Perovskia 'Little Spire' 1 gal. Shrub/Perennial Installed                 | \$17.00     | \$1,496.00      |
| 51.00                     | EACH       | Panicum virgatum 'Shenandoah' 3 gal. Shrub/Perennial Installed            | \$43.00     | \$2,193.00      |
| 197.00                    | EACH       | Calamagrostis acutiflora 'Karl Foerster' 3 gal. Shrub/Perennial Installed | \$43.00     | \$8,471.00      |
| 235.00                    | EACH       | PM1 1 gal. Shrub/Perennial Installed                                      | \$17.00     | \$3,995.00      |
| 188.00                    | EACH       | PM2 1 gal. Shrub/Perennial Installed                                      | \$17.00     | \$3,196.00      |
| 25.00                     | TON        | Bulk River Rock (TON) - TON Rock/Gravel Installed                         | \$92.00     | \$2,300.00      |
| 90.00                     | CUBIC YARD | Bulk Dyed Premium Mulch - CUBIC YARD Mulch Installed                      | \$82.00     | \$7,380.00      |
| 78.00                     | EACH       | 3/16"x4 Black Steel Edging 8'                                             | \$70.00     | \$5,460.00      |
| 6.00                      | EACH       | Hand Watering (per visit)                                                 | \$425.00    | \$2,550.00      |
| <b>General Conditions</b> |            |                                                                           |             | <b>Subtotal</b> |
| 20.00                     | WEEK       | Landscape Maintenance Allowance                                           | \$1,750.00  | \$34,999.98     |
| 1.00                      | LUMP SUM   | Mobilization, Equipment Usage, Project Management                         | \$30,000.01 | \$30,000.01     |
| 70.00                     | BAG        | Lesco Carbon Pro - G - 40lb bag                                           | \$115.00    | \$8,050.00      |
| 3,000.00                  | POUND      | Biochar NOW - Chips -                                                     | \$4.75      | \$14,250.00     |

For Internal use only

SO# 8285137  
JOB# 384200000  
Service Line 130

Total Price \$2,164,100.31

### THIS IS NOT AN INVOICE

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2240 Harper Rd, Columbus, OH 43204 ph. (614) 278-5500 fax (614) 278-5508

## TERMS &amp; CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

## Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature \_\_\_\_\_ Title **PM**

**Eric Steiner** **November 17, 2023**  
Printed Name Date

**BrightView Landscapes, LLC "Contractor"**  
**Director of Operations,**  
Signature \_\_\_\_\_ Title **Midwest**

**Thomas Prunte** **November 17, 2023**  
Printed Name Date

**Job #: 384200000**  
**SO #: 8285137** **Proposed Price: \$2,164,100.31**

# Exclusions And Qualifications

## Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements.
- This Proposal is based on non-prevailing wage and non-union labor rates.
- This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.

## Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.
- BrightView is not responsible for unmarked private utilities.
- BrightView will call OUPS prior to working in any areas.
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.
- The owner shall be responsible for identifying and marking all underground utilities within in the work site.
- BrightView shall accept no responsibility for damage to any unmarked underground utilities.

## Scope of Work/ Project Specifications

- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.
- Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.
- Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.
- Specified plant materials are subject to availability at the time of construction.

## Irrigation

- BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.
- No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others.
- BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.

## Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (365) days. Specimen trees for a period of one (1) year.
- Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)



Dear Mr. Steiner,

We appreciate the opportunity to be your partner of choice. We feel this proposal represents our best price for the expectations set forth in the RFP. We would also like to offer a lifetime labor warranty after the one year installation warranty expires as long as BrightView is retained as your landscape maintenance provider on a yearly basis. After the one-year warranty is exhausted, if plant material should die, the city will pick up the cost of materials and we will pick up the cost of labor to install.

We hope this offer is appealing as our goal is to not only install but to maintain these areas for you.

We appreciate your consideration and including us in the bidding process. If you have any questions or concerns please feel free to reach out to me directly.

Thank you,

**Thomas Prunte**

Director of Operations, Midwest  
BrightView Landscape Services  
C.614-743-5768

[thomas.prunte@brightview.com](mailto:thomas.prunte@brightview.com)



**BID BOND**

KNOW ALL BY THESE PRESENTS, That we, BRIGHTVIEW LANDSCAPE SERVICES, INC.

of 8046 Castleway Drive, Indianapolis, IN 46250

(hereinafter called the Principal), as Principal, and LIBERTY MUTUAL INSURANCE COMPANY

(hereinafter called the Surety), as Surety are held and firmly bound unto CITY OF FISHERS

1 Municipal Drive, Fishers, IN 46038

(hereinafter called the Obligor) in the penal sum of \_\_\_\_\_

Ten Percent of the total Bid amount, including alternates Dollars ( 10% of the total Bid amount, including alternates )

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligor on a contract for \_\_\_\_\_

City of Fishers Median Landscape Project

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligor for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 15th day of November, 2023.

Mary Volmar  
Mary Volmar  
Witness

BRIGHTVIEW LANDSCAPE SERVICES, INC. (Seal)  
{ Meghan Hanes  
Meghan Hanes  
Attorney-in-Fact  
Principal  
Title

Beverly McCoy  
Beverly McCoy  
Witness

LIBERTY MUTUAL INSURANCE COMPANY  
{ Samantha Russell  
Samantha Russell  
Attorney-in-Fact

Optional Counter Signature Area

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

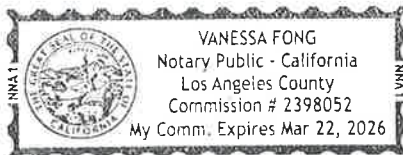
State of California

County of Los Angeles

On 11/15/23 before me, Vanessa Fong, Notary Public, personally appeared Meghan Hanes who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

*Vanessa Fong*  
Signature of Notary Public



### Limited Power of Attorney

BrightView Holdings, Inc. of 980 Jolly Road, Blue Bell, PA 19422, Federal Employer Tax Identification Number 46-4190788, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon plc ("Aon"), as identified below, its true and lawful attorney-in fact, only upon BrightView's prior written consent, to execute and apply a corporate seal to all surety bonds issued on behalf of each of the subsidiaries of BrightView Holdings, Inc. listed on Exhibit A attached hereto:

#### Aon Employee

Los Angeles  
Meghan Hanes  
Samantha Russell  
Tracy Aston  
Vanessa Fong

Philadelphia  
George Gionis  
Sara Owens  
Sean Dent

New York  
Frances Rodriguez  
Francesca Kazmierczak

Chicago  
Jennifer L. Jakaitis  
Nicholas Kertesz

#### Aon Subsidiary

Aon Risk Services West, Inc.

Aon Risk Services Northeast, Inc.

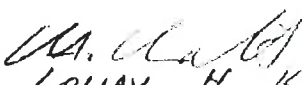
Aon Risk Services Northeast, Inc.

Aon Risk Services Central, Inc.

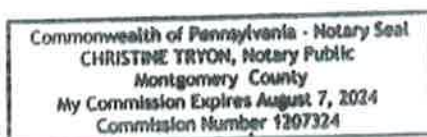
This Power-of-Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days written notice.

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained therein.

Dated: March 24, 2023

By   
Name: LOUAY H. KHATIB  
Title: CHIEF ACCOUNTING OFFICER

Sworn to and subscribed before me  
this 24<sup>th</sup> day of March, 2023.  

**Exhibit A**

**BrightView Landscape Services, Inc. (California)**  
**BrightView Landscape Services, Inc. (Texas)**  
**BrightView Landscape Services, Inc. (Arizona)**  
**BrightView Landscape Services, Inc. (Colorado)**  
**BrightView Landscape Services, Inc. (Florida)**  
**BrightView Landscape Services, Inc. (Georgia)**  
**BrightView Landscape Services, Inc. (Nevada)**  
**BrightView Landscapes, LLC**  
**BrightView Tree Care Services, Inc.**  
**BrightView Golf Maintenance, Inc.**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On 11/15/23 before me, Tracy Aston, Notary Public, personally appeared Samantha Russell who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Signature of Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8210628-024029**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mary Y. Volmar; Meghan Hanes; Rosa E. Rivas; Samantha Russell; Tracy Aston; Vanessa Fong

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of August, 2023.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 18th day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 15 day of Nov, 2023



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**RESOLUTION NO. R121223D**

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY, INDIANA, APPROVING LANDSCAPING SERVICES AGREEMENT  
BRIGHTVIEW LANDSCAPE SERVICES**

WHEREAS, the City of Fishers, Hamilton County (“Fishers”) desires to award a contract which will include removing turf in medians and roundabouts throughout Fishers and installing native plantings of trees, shrubs, and perennials in these areas along with decorative rock and mulch (“Project”);

WHEREAS, Fishers bid the Project in accordance with Indiana law and received four (4) bid responses;

WHEREAS, Fishers now desires to award the bid to the lowest, responsible, and responsive bidder BrightView Landscape Service in the amount of 2,164,100.31 as shown in Exhibit A, attached hereto and incorporated herein;

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

Section 1. The Board hereby awards the bid to BrightView Landscape Services.

Section 2. The Board hereby authorizes the Mayor to execute any and all documents necessary to implement the Project.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 12th day of December, 2023.

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

**YAY**

**NAY**

**ABSTAIN**

|  |                            |  |  |
|--|----------------------------|--|--|
|  | Scott Fadness,<br>Chairman |  |  |
|  | Jeff Lantz,<br>Member      |  |  |
|  | Jason Meyer,<br>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



# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                     |                                                  |                                                                                                                                           |                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | 12/12/2023                                                                                                                                                                          |                                                  |                                                                                                                                           |                                                                                            |
| <b>TITLE</b>                                                                                                                                                                    | Request to Approve Professional Services Agreement by & Between WSP USA INC & the City of Fishers                                                                                   |                                                  |                                                                                                                                           |                                                                                            |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Hatem Mekky, Director of Engineering<br>Department: Engineering                                                                                                       |                                                  |                                                                                                                                           |                                                                                            |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br>Executive                                                                                                                                  | <input checked="" type="checkbox"/> Regular      | <input type="checkbox"/> Special                                                                                                          | <input type="checkbox"/> Retreat                                                           |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                    | <input type="checkbox"/> Ordinance               | <input checked="" type="checkbox"/> Resolution                                                                                            | <input type="checkbox"/> Regular                                                           |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input checked="" type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                         | <input type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                                   | <input type="checkbox"/> 3 <sup>rd</sup> Reading<br><input type="checkbox"/> Final Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                        |                                                  | Resolution #: R121223E                                                                                                                    |                                                                                            |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input checked="" type="checkbox"/> Contract required for this item                                                                                                                 |                                                  | <input checked="" type="checkbox"/> Signed copy of contract attached                                                                      |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & will provide contract at a later date                                                                                    |                                                  | <input type="checkbox"/> No contract for this item                                                                                        |                                                                                            |
|                                                                                                                                                                                 | <input checked="" type="checkbox"/> Contract over \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                           |                                                  | <input checked="" type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                                                            |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document must be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office |                                                  | <input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office                                     |                                                                                            |

|                                                                                             |                                                                                                                                                                                                                                                                                                             |                                                       |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
|                                                                                             |                                                                                                                                                                                                                                                                                                             |                                                       |
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                   | <input type="checkbox"/> Controller's Office          |
|                                                                                             | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                                         | <input type="checkbox"/> Finance Committee            |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Technical Advisory Committee |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Other:                       |
|                                                                                             | <input checked="" type="checkbox"/> Legal Counsel –<br><i>Name of Reviewer: Lindsey Bennett</i>                                                                                                                                                                                                             |                                                       |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | Attached is a professional services agreement with WSP to provide design services for Trail gaps between Lantern and Nickel Plate Trail. The project is subject to an Interlocal with Delaware Township wherein the Township will pay toward the design and construction an amount not to exceed \$400,000. |                                                       |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                | \$100,000.00                                          |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                             |                                                       |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                            |                                                       |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                 |                                                       |
|                                                                                             | Narrative:                                                                                                                                                                                                                                                                                                  |                                                       |
| <b>OPTIONS</b><br>(Include Deny Approval Option)                                            | 1.                                                                                                                                                                                                                                                                                                          | Accept the agreement by approval of the resolution    |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                          | Deny Approval                                         |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                          | Take no action                                        |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                          |                                                       |
| <b>PROJECT TIMELINE</b>                                                                     |                                                                                                                                                                                                                                                                                                             |                                                       |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends approval of the agreement as presented                                                                                                                                                                                                                                                     |                                                       |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            | 1. Resolution<br>2. Exhibit A – Agreement                                                                                                                                                                                                                                                                   |                                                       |



**A PROFESSIONAL SERVICES AGREEMENT BY & BETWEEN WSP USA INC. &  
THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA**

This Professional Services Agreements (“AGREEMENT”), is made and entered into this 12<sup>th</sup> day of December, 2023 (“EFFECTIVE DATE”), by and between the City of Fishers, Hamilton County, Indiana (“OWNER”) and WSP USA Inc. (“ENGINEER”), and is regarding On-call for Professional Design 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 services not meeting the standard of care herein.
- 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 2, 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) Broad form liability;
- 5) Independent Contractors.

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

|    |                                                                                                                                                              |                              |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| A. | Worker's Compensation<br>& Disability                                                                                                                        | Statutory                    |
| B. | Employer's Liability                                                                                                                                         |                              |
|    | Bodily Injury Accident                                                                                                                                       | \$100,000<br>Each accident   |
|    | Bodily Injury by Disease                                                                                                                                     | \$500,000<br>Policy limit    |
|    | Bodily Injury by Disease                                                                                                                                     | \$1000,000<br>Each employee  |
| C. | Commercial General Liability (Occurrence Basis)<br>Bodily injury, personal injury, property damage,<br>contractual liability, products completed operations. |                              |
|    | General Aggregate Limit<br>(Other Than Products/Completed Operations)                                                                                        | \$2,000,000                  |
|    | Products/Completed Operations                                                                                                                                | \$2,000,000                  |
|    | Personal & Advertising<br>Injury Limit                                                                                                                       | \$1,000,000                  |
|    | Each Occurrence Limit                                                                                                                                        | \$1,000,000                  |
|    | Damage to Rented Premises                                                                                                                                    | \$100,000<br>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<br>Each accident |

|                              |                                                 |
|------------------------------|-------------------------------------------------|
| E. Umbrella Excess Liability | \$1,000,000<br>Each occurrence<br>And aggregate |
|------------------------------|-------------------------------------------------|

|                           |                                        |
|---------------------------|----------------------------------------|
| F. Professional Liability | \$1,000,000 per claim<br>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 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 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 30 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 OWNERS'S performance of the Agreement and shall constitute a waiver of all claims by ENGINEER against OWNER.

## **ARTICLE 9**

### **TERMINATION BY OWNER**

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

Licensors 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”**  
WSP USA INC.

**“OWNER”**  
CITY OF FISHERS, INDIANA

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed:           Kelli McNamara          

Scott Fadness, Mayor

Title:           Senior Vice President

## **ATTACHMENT A**

### **SERVICES BY ENGINEER**

The ENGINEER shall provide services as noted below:

1. Provide professional services as directed by the OWNER on a task order basis.
2. Consult with OWNER and its agents upon request of the OWNER.
3. Consult with any and all governmental agencies and private entities reasonably necessary in order to render advice or services requested.
4. Upon request by the OWNER, furnish plans and documents necessary in relation to each specific assignment authorized by the OWNER.

## **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.

| Grade | Classification                                        | 2024 Hourly<br>Bill Rate | 2025 Hourly<br>Bill Rate | 2026 Hourly<br>Bill Rate | 2027 Hourly<br>Bill Rate |
|-------|-------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| P-07  | ASSISTANT CONSULTANT,<br>CIVIL ENGINEER               | \$100.61                 | \$104.64                 | \$108.82                 | \$113.18                 |
| P-07  | ASSISTANT CONSULTANT,<br>ENVIRONMENTAL ENGINEER       | \$ 92.19                 | \$ 95.88                 | \$ 99.71                 | \$103.70                 |
| P-07  | ASSISTANT CONSULTANT,<br>FIELD ENGINEER               | \$ 80.81                 | \$ 84.04                 | \$ 87.41                 | \$ 90.90                 |
| P-07  | ASSISTANT CONSULTANT,<br>GEOTECHNICAL ENGINEER        | \$ 83.01                 | \$ 86.33                 | \$ 89.78                 | \$ 93.38                 |
| P-07  | ASSISTANT CONSULTANT,<br>STRUCTURAL ENGINEER          | \$103.97                 | \$108.13                 | \$112.45                 | \$116.95                 |
| P-07  | ASSISTANT CONSULTANT,<br>TRAFFIC ENGINEER             | \$ 99.21                 | \$103.18                 | \$107.31                 | \$111.60                 |
| P-07  | ASSISTANT CONSULTANT,<br>TRANSPORTATION PLANNER       | \$ 88.45                 | \$ 91.99                 | \$ 95.67                 | \$ 99.49                 |
| P-07  | ASSISTANT CONSULTANT,<br>WATER RESOURCES ENGINEER     | \$107.64                 | \$111.94                 | \$116.42                 | \$121.08                 |
| P-12  | ASSISTANT VICE PRESIDENT,<br>CIVIL ENGINEER           | \$228.29                 | \$237.42                 | \$246.92                 | \$256.80                 |
| X-12  | ASSISTANT VICE PRESIDENT,<br>ENVIRONMENTAL SCIENTIST  | \$216.92                 | \$225.60                 | \$234.62                 | \$244.01                 |
| P-12  | ASSISTANT VICE PRESIDENT,<br>ESTIMATOR                | \$189.76                 | \$197.35                 | \$205.24                 | \$213.45                 |
| P-12  | ASSISTANT VICE PRESIDENT,<br>GEOTECHNICAL ENGINEER    | \$238.27                 | \$247.80                 | \$257.71                 | \$268.02                 |
| X-12  | ASSISTANT VICE PRESIDENT,<br>PROJECT MANAGEMENT       | \$203.97                 | \$212.13                 | \$220.62                 | \$229.44                 |
| P-12  | ASSISTANT VICE PRESIDENT,<br>STRUCTURAL ENGINEER      | \$220.57                 | \$229.39                 | \$238.57                 | \$248.11                 |
| P-12  | ASSISTANT VICE PRESIDENT,<br>TRAFFIC ENGINEER         | \$207.95                 | \$216.27                 | \$224.92                 | \$233.92                 |
| P-12  | ASSISTANT VICE PRESIDENT,<br>TRANSPORTATION PLANNER   | \$208.38                 | \$216.72                 | \$225.39                 | \$234.40                 |
| P-12  | ASSISTANT VICE PRESIDENT,<br>WATER RESOURCES ENGINEER | \$230.78                 | \$240.01                 | \$249.61                 | \$259.59                 |



|      |                                                   |          |          |          |          |
|------|---------------------------------------------------|----------|----------|----------|----------|
| P-08 | ASSOCIATE CONSULTANT,<br>CIVIL ENGINEER           | \$112.83 | \$117.34 | \$122.03 | \$126.91 |
| P-08 | ASSOCIATE CONSULTANT,<br>ENVIRONMENTAL ENGINEER   | \$103.76 | \$107.91 | \$112.22 | \$116.71 |
| P-08 | ASSOCIATE CONSULTANT,<br>ENVIRONMENTAL PLANNER    | \$100.70 | \$104.72 | \$108.91 | \$113.27 |
| P-08 | ASSOCIATE CONSULTANT,<br>ENVIRONMENTAL SCIENTIST  | \$ 98.21 | \$102.13 | \$106.22 | \$110.47 |
| P-08 | ASSOCIATE CONSULTANT,<br>FIELD ENGINEER           | \$ 91.98 | \$ 95.66 | \$99.48  | \$103.46 |
| P-08 | ASSOCIATE CONSULTANT,<br>GEOTECHNICAL ENGINEER    | \$121.23 | \$126.08 | \$131.13 | \$136.37 |
| P-08 | ASSOCIATE CONSULTANT,<br>PROJECT ACCOUNTING       | \$127.75 | \$132.86 | \$138.18 | \$143.70 |
| P-08 | ASSOCIATE CONSULTANT,<br>STRUCTURAL ENGINEER      | \$118.16 | \$122.89 | \$127.81 | \$132.92 |
| P-08 | ASSOCIATE CONSULTANT,<br>TRAFFIC ENGINEER         | \$112.61 | \$117.12 | \$121.80 | \$126.67 |
| P-08 | ASSOCIATE CONSULTANT,<br>WATER RESOURCES ENGINEER | \$111.84 | \$116.31 | \$120.96 | \$125.80 |
| P-09 | CONSULTANT, CIVIL<br>ENGINEER                     | \$129.07 | \$134.23 | \$139.60 | \$145.19 |
| P-09 | CONSULTANT,<br>ENVIRONMENTAL ENGINEER             | \$121.60 | \$126.46 | \$131.52 | \$136.78 |
| P-09 | CONSULTANT,<br>GEOTECHNICAL ENGINEER              | \$134.47 | \$139.85 | \$145.44 | \$151.26 |
| P-09 | CONSULTANT, PROJECT<br>ACCOUNTING                 | \$122.10 | \$126.98 | \$132.06 | \$137.35 |
| P-09 | CONSULTANT, STRUCTURAL<br>ENGINEER                | \$127.37 | \$132.47 | \$137.77 | \$143.28 |
| P-09 | CONSULTANT, TRAFFIC<br>ENGINEER                   | \$125.18 | \$130.19 | \$135.40 | \$140.81 |
| P-09 | CONSULTANT, WATER<br>RESOURCES ENGINEER           | \$147.45 | \$153.34 | \$159.48 | \$165.86 |
| T-05 | INTERN                                            | \$ 61.67 | \$ 64.14 | \$ 66.70 | \$ 69.37 |
| P-11 | LEAD CONSULTANT,<br>AVIATION ENGINEER             | \$184.82 | \$192.22 | \$199.91 | \$207.90 |
| X-11 | LEAD CONSULTANT, CIVIL<br>ENGINEER                | \$193.41 | \$201.15 | \$209.20 | \$217.56 |
| P-11 | LEAD CONSULTANT,<br>GEOTECHNICAL ENGINEER         | \$197.01 | \$204.89 | \$213.09 | \$221.61 |
| X-11 | LEAD CONSULTANT,<br>STRUCTURAL ENGINEER           | \$203.17 | \$211.29 | \$219.75 | \$228.54 |
| X-11 | LEAD CONSULTANT, TRAFFIC<br>ENGINEER              | \$179.83 | \$187.03 | \$194.51 | \$202.29 |

|      |                                                |          |          |          |          |
|------|------------------------------------------------|----------|----------|----------|----------|
| P-11 | LEAD CONSULTANT, WATER RESOURCES ENGINEER      | \$201.84 | \$209.92 | \$218.31 | \$227.05 |
| T-10 | LEAD INSPECTOR                                 | \$136.52 | \$141.98 | \$147.66 | \$153.57 |
| X-14 | SENIOR VICE PRESIDENT I, CIVIL ENGINEER        | \$326.00 | \$339.04 | \$352.60 | \$366.71 |
| X-14 | SENIOR VICE PRESIDENT I, LOCAL BUSINESS LEADER | \$351.68 | \$365.75 | \$380.38 | \$395.59 |
| T-08 | SPECIALIST, TECHNICIAN                         | \$134.47 | \$140.12 | \$145.72 | \$151.55 |
| T-09 | SR INSPECTOR                                   | \$114.05 | \$118.61 | \$123.36 | \$128.29 |
| P-10 | SR. CONSULTANT, CIVIL ENGINEER                 | \$152.89 | \$159.01 | \$165.37 | \$171.99 |
| P-10 | SR. CONSULTANT, GEOTECHNICAL ENGINEER          | \$151.65 | \$157.71 | \$164.02 | \$170.58 |
| P-10 | SR. CONSULTANT, STRUCTURAL ENGINEER            | \$155.78 | \$162.01 | \$168.49 | \$175.23 |
| P-10 | SR. CONSULTANT, TRAFFIC ENGINEER               | \$151.21 | \$157.26 | \$163.55 | \$170.09 |
| P-10 | SR. CONSULTANT, TRANSPORTATION PLANNER         | \$140.64 | \$146.27 | \$152.12 | \$158.20 |
| P-10 | SR. CONSULTANT, WATER RESOURCES ENGINEER       | \$153.27 | \$159.41 | \$165.78 | \$172.41 |
| T-06 | SR. INTERN                                     | \$ 73.73 | \$ 76.68 | \$ 79.75 | \$ 82.94 |
| T-11 | SR. LEAD INSPECTOR                             | \$180.40 | \$187.61 | \$195.12 | \$202.92 |
| T-11 | SR. LEAD TECHNICIAN                            | \$284.85 | \$296.25 | \$308.10 | \$320.42 |
| T-09 | SR. TECHNICAL ENGINEERING SUPPORT SPECIALIST   | \$142.31 | \$148.00 | \$153.92 | \$160.08 |
| T-09 | SR. TECHNICIAN                                 | \$138.07 | \$143.60 | \$149.34 | \$155.31 |
| X-13 | VICE PRESIDENT, CIVIL ENGINEER                 | \$297.43 | \$309.33 | \$321.70 | \$334.57 |
| X-13 | VICE PRESIDENT, STRUCTURAL ENGINEER            | \$276.68 | \$287.75 | \$299.26 | \$311.23 |
| P-13 | VICE PRESIDENT, TRAFFIC ENGINEER               | \$245.88 | \$255.72 | \$265.94 | \$276.58 |
| X-13 | VICE PRESIDENT, WATER RESOURCES ENGINEER       | \$271.69 | \$282.56 | \$293.86 | \$305.61 |

**ATTACHMENT C**

KEY STAFF OF OWNER

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

The contract will be a Not-to-Exceed amount of \$100,000 that is task order-based assignment.

E-Verify Affidavit

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

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

(Contractor): \_\_\_\_\_ WSP USA Inc. \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

(Printed Name): \_\_\_\_\_ Kelli McNamara \_\_\_\_\_

(Title): \_\_\_\_\_ Senior Vice President \_\_\_\_\_

Important – Notary Signature Required in the Space Below

STATE OF \_\_\_\_\_ Indiana \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_ Marion \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ 27<sup>th</sup> \_\_\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_, 2023.

My commission expires: \_\_\_\_\_

(Signed): \_\_\_\_\_

Residing in \_\_\_\_\_

County, State of \_\_\_\_\_

**RESOLUTION NO. R121223E**

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY  
APPROVING PROFESSIONAL SERVICES AGREEMENT – 126<sup>th</sup> STREET TRAIL  
(WSP USA INC.)**

WHEREAS, WSP USA Inc. is an engineering firm that provides design services for road projects;

WHEREAS, the City seeks to engage WSP USA Inc (“Consultant”) to provide design engineering services for a trail project at 126<sup>th</sup> Street from the Nickel Plate Trail to Lantern Road (“Project”);

WHEREAS, the Consultant and the City now desire to enter into an agreement substantially similar to the Professional Services Agreement attached hereto and incorporated herein as **Exhibit A** (the “Agreement”);

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

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

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

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

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 12th day of December, 2023.

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

**YAY**

**NAY**

**ABSTAIN**

|  |                            |  |  |
|--|----------------------------|--|--|
|  | Scott Fadness,<br>Chairman |  |  |
|  | Jeff Lantz,<br>Member      |  |  |
|  | Jason Meyer,<br>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





# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                   |                                                  |                                                                                                                                |                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | December 12, 2023                                                                                                                                                                                 |                                                  |                                                                                                                                |                                                                                            |
| <b>TITLE</b>                                                                                                                                                                    | Request to Approve Resolution Declaring SCBA Equipment as Surplus                                                                                                                                 |                                                  |                                                                                                                                |                                                                                            |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Scott Zelhart, Captain/SCBA Coordinator<br>Department: Fire & Emergency Services                                                                                                    |                                                  |                                                                                                                                |                                                                                            |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                       | <input checked="" type="checkbox"/> Regular      | <input type="checkbox"/> Special                                                                                               | <input type="checkbox"/> Retreat                                                           |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input checked="" type="checkbox"/> Consent                                                                                                                                                       | <input type="checkbox"/> Ordinance               | <input type="checkbox"/> Resolution                                                                                            | <input type="checkbox"/> Regular                                                           |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                                  | <input type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                        | <input type="checkbox"/> 3 <sup>rd</sup> Reading<br><input type="checkbox"/> Final Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                      |                                                  | Resolution #: R121223F                                                                                                         |                                                                                            |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input type="checkbox"/> Contract <b>required</b> for this item                                                                                                                                   |                                                  | <input type="checkbox"/> Signed copy of contract attached                                                                      |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                           |                                                  | <input checked="" type="checkbox"/> <b>No contract</b> for this item                                                           |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                             |                                                  | <input type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                                                            |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                  | <input type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                              |                                                                                            |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                        |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> Controller's Office                           |
|                                                                                             | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> Finance Committee                             |
|                                                                                             | <input checked="" type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> Technical Advisory Committee                  |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> Other:                                        |
|                                                                                             | <input type="checkbox"/> Legal Counsel –<br><i>Name of Reviewer:</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                        |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | <p>In accordance with the Administrative Policy 2.05 regarding disposal of surplus property a department must declare property as surplus when it is no longer needed for service. If there is a use within the City, the Mayor can simply transfer it to another department. If there is a need to have the property discarded, sold, exchanged, transferred to a different jurisdiction, or otherwise disposed of, it must first be declared surplus and if it meets the applicable requirements the request must be approved by the Fishers Board of Public Works &amp; Safety.</p> <p>Attached for the Board's consideration is a request to approve a resolution from the Fire &amp; Emergency Services Department to declare our current SCBA equipment as surplus as we have purchased new SCBA.</p> <p>FFES would like to transfer 12 SCBA and 24 cylinders to the Fishers Police Department for use in non-fire hazardous environments during SWAT operations.</p> <p>Due to liability concerns and the inability to sell/trade the current equipment, FFES would like to declare the remaining SCBA and cylinders (less 26 cylinders for continued, FFES general use) to US Ambulance. In partnership with the UA Resistance Foundation (501(c)3), US Ambulance will send the equipment to the Ukraine.</p> |                                                                        |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | N/A                                                                    |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | N/A                                                                    |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | N/A                                                                    |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | N/A                                                                    |
|                                                                                             | <b>Narrative:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | There is no cost or revenue with this request.                         |
| <b>OPTIONS</b><br>(Include <i>Deny Approval</i> Option)                                     | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Approve the resolution to transfer and declaring the equipment surplus |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Deny this request.                                                     |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Provide alternative direction.                                         |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                        |
| <b>PROJECT TIMELINE</b>                                                                     | FFES will facilitate the transfer/donation immediately upon approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                        |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends that the Board of Public Works & Safety approve this resolution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                        |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            | 1. Resolution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                        |

**RESOLUTION NO. R121223F**

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

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

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

WHEREAS, Ind. Code §5-22-22-8 provides that property may be considered worthless or of no market value if the value of the property is less than the estimated costs of the sale and transportation of the property and if the property is worthless, it is not being required to be sold at a public auction or sale; and

WHEREAS, the Board now desires to deem the Equipment as worthless property consistent with Ind. Code §5-22-22-8.

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

- |                          |                                                                                                                                                                                                                              |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>SECTION 1.</u></b> | That the 12 SCBA and 24 Cylinders designated by the Fishers Fire Department are hereby declared surplus property. Upon declaration of surplus, these items will be disposed of in accordance with the Administrative Policy. |
| <b><u>SECTION 2.</u></b> | It is further resolved that the Fire Chief for the City of Fishers shall authorize the disposal of said surplus property listed above.                                                                                       |
| <b><u>SECTION 3.</u></b> | 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 12th day of December 2023.

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

**YAY**

**NAY**

**ABSTAIN**

|  |                            |  |  |
|--|----------------------------|--|--|
|  | Scott Fadness,<br>Chairman |  |  |
|  | Jeff Lantz,<br>Member      |  |  |
|  | Jason Meyer,<br>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

**COST SHARE AGREEMENT  
CHENEY CREEK PARKING LOT EXPANSION**

THIS COST SHARE AGREEMENT ("Agreement") is made and entered into this ~~30th~~ day of ~~November~~, 2023 (the "Effective Date"), by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the "City"), and Juggernaut Brewing Company, LLC, and Indiana limited liability company ("Juggernaut") (collectively, the City and Juggernaut are hereinafter referred to as the "Parties"), as follows:

**RECITALS**

WHEREAS, the City is responsible for public roads and public safety within its municipal boundaries;

WHEREAS, Juggernaut has constructed and operates a dining establishment at 11110 Lantern Road, Fishers IN 46038;

WHEREAS, Juggernaut has expanded their dining establishment and has experienced an increase on patronage;

WHEREAS, to accommodate the increase in patrons, Juggernaut requires additional parking in order to keep the roads clear from parked cars;

WHEREAS, the Parties have determined that the parking lot currently owned by the City 11030 Fishers Pointe Boulevard, Fishers IN ("Parking Lot"), may be used to accommodate Juggernaut patrons but the parking lot requires an expansion that would include paving, lighting, and doubling the capacity of the current lot (the "Parking Lot Expansion");

WHEREAS, the City has an interest in expanding the Parking Lot to provide additional parking for the Cheeney Creek Park and Cheeney Creek Trail and Juggernaut has an interest in expanding the Parking Lot to provide additional parking for its patrons;

WHEREAS, because both Parties have an interest in the Parking Lot Expansion, the Parties have agreed to share the costs of the Parking Lot Expansion; and

WHEREAS, the Parties now desire to enter into this Agreement to account for the responsibilities and obligations of each party with respect to the Parking Lot Expansion.

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:

**ARTICLE I. INCORPORATION OF 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. JUGGERNAUT' OBLIGATIONS

In consideration and as a material inducement for the City satisfying in full the City Obligations (as defined in Article III), Juggernaut shall perform or cause to be performed the following:

- A. Payment for the Parking Lot Expansion: Juggernaut shall pay the City for fifty percent (50%) of the Parking Lot Expansion, which amount is not to exceed \$32,000.00, pursuant to the actual costs incurred by the City as shown in the attached as Exhibit A within thirty (30) days after the completion of the Parking Lot Expansion;
- B. Use of the Parking Lot: Juggernaut understands and agrees that the primary use of the Parking Lot shall be for park and trail users. The Parking Lot shall be used only for Cheney Creek Natural Area patron parking before 6:00 PM each day. After 6:00 PM until dusk each day, Juggernaut agrees to use fifty percent (50%) or less of the Parking Lot for its patron parking. After dusk, when Cheney Creek Natural Area closes, Juggernaut may use 100% of the Parking Lot for its patron parking. Juggernaut agrees that it will not advertise or otherwise encourage its patrons to use the parking lot outside of those hours; and
- C. Strictly comply with all terms and provisions of this Agreement.

(collectively, the "Juggernaut Obligations").

## ARTICLE III. THE CITY'S OBLIGATIONS

In consideration of and as a material inducement for Juggernaut satisfying in full the Juggernaut Obligations, the City shall perform or cause to be performed the following:

- A. Quote for Parking Lot Expansion: The City shall obtain three (3) quotes for the construction of the Parking Lot Expansion and shall award the project to the lowest, responsible, responsive quoter.
- B. Permission to Use Parking Lot. The City hereby grants Juggernaut the authority to use the Parking Lot as set forth in Section II(B) or as otherwise approved in writing for special events.
- C. Payment for the Parking Lot Expansion. The City shall pay the City for fifty percent (50%) of the Parking Lot Expansion, which amount is not to exceed \$32,000.00, pursuant to the actual costs incurred by the City as shown in Exhibit A.
- D. Signage. The City may determine required signage and erect signage that it deems, in its sole discretion, appropriate for the parking lot.
- E. Strictly comply with all terms and provisions of this Agreement.

(collectively, the “City Obligations”).

#### **ARTICLE IV. FUTURE MAINTENANCE**

The Parties hereby acknowledge and agree that the City shall be responsible for causing the performance of the Parking Lot Expansion on the Parking Lot and that the Parking Lot, once the Parking Lot Expansion is completed, shall be maintained exclusively by the City. Once payment for the Parking Lot Expansion is made by Juggernaut, they shall have no further obligations to maintain or perform any additional work. Any signage erected by the City shall be maintained by the City.

#### **ARTICLE V. AUTHORITY**

**5.01 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 Juggernaut’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.

**5.02 Juggernaut.** Juggernaut represents and warrants to the City that: (a) Juggernaut is a limited liability company duly existing and validly formed under the laws of the State of Indiana; (b) Juggernaut shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (c) Juggernaut has the authority: (i) to enter into this Agreement; and (ii) to perform its obligations hereunder, (d) Juggernaut duly has been authorized by proper action: (i) to execute and deliver this Agreement; and (ii) to perform its obligations hereunder; and (e) this Agreement is the legal, valid, and binding obligation of Juggernaut.

#### **ARTICLE VI. GENERAL PROVISIONS**

**6.01 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 City at 3 Municipal Drive, Fishers, Indiana 46038, Attn: Scott Fadness, Mayor, with a copy to: Lindsey Bennett (via email, only) at bennettl@fishers.in.us; and to Juggernaut at 11110 Lantern Drive, Unit 110, Fishers IN 46060 Attn.: Mike Finnegan, with a copy to Randy De John (via email only) at rm@roomserviceonwheels.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.

**6.02. Miscellaneous.** This Agreement shall inure to the benefit of, and be binding upon, the City and Juggernaut, and each of their respective successors and assigns. 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. Juggernaut waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Juggernaut 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 the City and Juggernaut. 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. 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 or joint venture between the City and Juggernaut 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 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 page]*



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

**"CITY"**

**CITY OF FISHERS, INDIANA**

By: \_\_\_\_\_  
Scott Fadness, Mayor

**"JUGGERNAUT"**

**JUGGERNAUT BREWING COMPANY, LLC**

By:  \_\_\_\_\_

Printed: Mike Finnegan \_\_\_\_\_

Its: Owner \_\_\_\_\_

**RESOLUTION NO. R121223G**

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &  
SAFETY APPROVING COST SHARE AGREEMENT FOR CHENEY CREEK  
PARKING LOT EXPANSION**

WHEREAS, the City of Fishers, Indiana (“City”) is responsible for public roads and public safety within its municipal boundaries;

WHEREAS, Juggernaut Brewing Company (“Juggernaut”) has constructed and operates a dining establishment at 11110 Lantern Road, Fishers IN 46038;

WHEREAS, Juggernaut has expanded their dining establishment and has experienced an increase on patronage and in order to accommodate the increase in patrons, Juggernaut requires additional parking in order to keep the roads clear from parked cars;

WHEREAS, the City and Juggernaut have determined that the parking lot currently owned by the City at 11030 Fishers Pointe Boulevard, Fishers IN (“Parking Lot”), may be used to accommodate Juggernaut patrons but the parking lot requires an expansion that would include paving, lighting, and doubling the capacity of the current lot (the “Parking Lot Expansion”);

WHEREAS, the City has an interest in expanding the Parking Lot to provide additional parking for the Cheeney Creek Park and Cheeney Creek Trail and Juggernaut has an interest in expanding the Parking Lot to provide additional parking for its patrons;

WHEREAS, because both parties have an interest in the Parking Lot Expansion, the parties have agreed to share the costs of the Parking Lot Expansion; and

WHEREAS, the Parties now desire to enter into an agreement to account for the responsibilities and obligations of each party with respect to the Parking Lot Expansion.

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 Cost Share Agreement attached as Exhibit A, and incorporated herein.
- Section 2.** The Board hereby designates the Mayor or his designee to execute any and all documents to effectuate the intent of the Cost Share Agreement.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 12<sup>th</sup> Day of December, 2023.

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

**YAY**

**NAY**

**ABSTAIN**

|  |                            |  |  |
|--|----------------------------|--|--|
|  | Scott Fadness,<br>Chairman |  |  |
|  | Jeff Lantz,<br>Member      |  |  |
|  | Jason Meyer,<br>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



# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                     |                                                             |                                                                                                                                           |                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | December 12, 2023                                                                                                                                                                   |                                                             |                                                                                                                                           |                                                                                                                  |
| <b>TITLE</b>                                                                                                                                                                    | Request to Approve Cost Share Agreement with Juggernaut Brewing                                                                                                                     |                                                             |                                                                                                                                           |                                                                                                                  |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Jacob Reardon McSoley, Director of Recreation and Wellness<br>Department: Administration                                                                              |                                                             |                                                                                                                                           |                                                                                                                  |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br>Executive                                                                                                                                  | <input checked="" type="checkbox"/> Regular                 | <input type="checkbox"/> Special                                                                                                          | <input type="checkbox"/> Retreat                                                                                 |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                    | <input type="checkbox"/> Ordinance                          | <input checked="" type="checkbox"/> Resolution                                                                                            | <input type="checkbox"/> Regular                                                                                 |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input checked="" type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                         | <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                                   | <input checked="" type="checkbox"/> 3 <sup>rd</sup> Reading<br><input checked="" type="checkbox"/> Final Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                        |                                                             | Resolution #: R121223G                                                                                                                    |                                                                                                                  |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input checked="" type="checkbox"/> Contract required for this item                                                                                                                 |                                                             | <input type="checkbox"/> Signed copy of contract attached                                                                                 |                                                                                                                  |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & will provide contract at a later date                                                                                    |                                                             | <input type="checkbox"/> No contract for this item                                                                                        |                                                                                                                  |
|                                                                                                                                                                                 | <input type="checkbox"/> Contract over \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                      |                                                             | <input checked="" type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                                                                                  |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document must be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days prior to filing with the County Recorders' Office |                                                             | <input checked="" type="checkbox"/> Document does not need recorded with the County Recorder's Office                                     |                                                                                                                  |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                        |                                                       |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                        |                                                       |
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Controller's Office          |
|                                                                                             | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> Finance Committee            |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Technical Advisory Committee |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> Other:                       |
|                                                                                             | <input checked="" type="checkbox"/> Legal Counsel –<br><i>Name of Reviewer: Lindsey Bennett</i>                                                                                                                                                                                                                                                                        |                                                       |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | For the Board's approval is a cost share agreement with Juggernaut Brewing to split the cost of the expansion of the Cheney Creek Parking Lot. Juggernaut has certain hours that it will be allowed to use the parking lot for its patrons, but it will otherwise be used for Cheney Creek Park users. The expansion includes additional parking, paving and lighting. |                                                       |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                           |                                                       |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                        |                                                       |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                       |                                                       |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                            |                                                       |
|                                                                                             | Narrative:                                                                                                                                                                                                                                                                                                                                                             |                                                       |
| <b>OPTIONS</b><br>(Include <i>Deny Approval</i> Option)                                     | 1.                                                                                                                                                                                                                                                                                                                                                                     | Approve                                               |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                     | Deny                                                  |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                     | Provide Alternate Direction                           |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                     |                                                       |
| <b>PROJECT TIMELINE</b>                                                                     |                                                                                                                                                                                                                                                                                                                                                                        |                                                       |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends approval                                                                                                                                                                                                                                                                                                                                              |                                                       |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            | <ul style="list-style-type: none"> <li>- Resolution</li> <li>- Agreement</li> </ul>                                                                                                                                                                                                                                                                                    |                                                       |





# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                   |                                                             |                                                                                                                                                      |                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | December 12, 2023                                                                                                                                                                                 |                                                             |                                                                                                                                                      |                                                             |
| <b>TITLE</b>                                                                                                                                                                    | Request To Approve A Build Operate Transfer Agreement for the City Of Fishers Community Center                                                                                                    |                                                             |                                                                                                                                                      |                                                             |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Jacob Reardon McSoley, Director of Recreation and Wellness<br>Department:                                                                                                           |                                                             |                                                                                                                                                      |                                                             |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                       | <input checked="" type="checkbox"/> Regular                 | <input type="checkbox"/> Special                                                                                                                     | <input type="checkbox"/> Retreat                            |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                                  | <input type="checkbox"/> Ordinance                          | <input checked="" type="checkbox"/> Resolution                                                                                                       | <input checked="" type="checkbox"/> Regular                 |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input checked="" type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                       | <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading | <input checked="" type="checkbox"/> Public Hearing                                                                                                   | <input checked="" type="checkbox"/> 3 <sup>rd</sup> Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                      |                                                             | Resolution #: R121223H                                                                                                                               |                                                             |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input checked="" type="checkbox"/> Contract <b>required</b> for this item                                                                                                                        |                                                             | <input type="checkbox"/> Signed copy of contract attached                                                                                            |                                                             |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                           |                                                             | <input type="checkbox"/> <b>No contract</b> for this item                                                                                            |                                                             |
|                                                                                                                                                                                 | <input checked="" type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                  |                                                             | <input checked="" type="checkbox"/> Services<br><br><input checked="" type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                             |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                             | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                                         |                                                             |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> Controller's Office          |
|                                                                                             | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Finance Committee            |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> Technical Advisory Committee |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Other:                       |
|                                                                                             | <input checked="" type="checkbox"/> Legal Counsel –<br>Name of Reviewer: Jennifer C. Messer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | <p>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.</p> <p>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;</p> <p>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.</p> <p>After providing public notice and holding a hearing as required by Ind. Code 5-23 et. seq., the City desires to approve an agreement substantially similar to the Public-Private Agreement For The Design, Build And Transfer Of The City's Community Center that is the subject of this Resolution.</p> |                                                       |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$61,000,000.00                                       |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | BOT, bond or lease                                    |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
|                                                                                             | <b>Narrative:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                       |
| <b>OPTIONS</b><br>(Include Deny Approval Option)                                            | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Approve the Resolution and BOT                        |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Reject the Resolution and BOT                         |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                       |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                       |
| <b>PROJECT TIMELINE</b>                                                                     | Effective upon approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                       |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends approving the Resolution and BOT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                       |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |





## **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 December, 2023, 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, the Multi-Party 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) City's payment in full of the Purchase Price, (b) Hagerman GM's transfer and conveyance of the Project and the Project Site to the City pursuant to the Deed, and (c) Hagerman GM's payment in full of the Construction Loan; or (d) a City Body entering into the Installment Purchase Agreement.

**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 a loan in the principal amount of Sixty-One Million and no/100 Dollars (\$61,000,000.00) obtained by Hagerman GM for construction of the Project 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 Purchase Agreement** shall mean an agreement between a City Body (as designated by the City) and Hagerman GM that 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 \_\_\_\_ 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 One Million and no/100 Dollars (\$61,000,000.00), 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.

**Multi-Party Agreement** shall mean an agreement by and among the City, Hagerman GM and the Construction Lender pursuant to which (a) Construction Lender agrees to give the City: (i) notices of material defaults by Hagerman GM under the Construction Loan Documents, and (ii) the right (but not obligation) to cure defaults by Hagerman GM under the Construction Loan Documents; and (b) the City agrees to give the Construction Lender notices of any defaults by Hagerman GM under this BOT Agreement and any Ancillary Agreements with the right (but not obligation) to cure such defaults. The Multi-Party Agreement shall be in form and substance reasonably acceptable to the City, Hagerman GM and Construction Lender and shall specifically state that in the event of conflict between any term or provision of the Multi-Party Agreement

and any term or provision included in the Construction Loan Documents, the terms of the Multi-Party Agreement shall control.

**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 121<sup>st</sup> 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) at Closing, (i) pay the Purchase Price to Hagerman GM and accept transfer and conveyance of the Project and Project Site; or (ii) enter into the Installment Purchase Agreement; (c) execute and perform the Ancillary Agreements, including, without limitation, the Installment Purchase Agreement, if applicable; (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, either (i) accept the Purchase Price, (ii) transfer and convey the Project and Project Site to the City pursuant to the Deed and (iii) pay in full the Construction Loan; or (iv) enter into the Installment Purchase Agreement; (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 and 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. Purchase Proceeds. As of the Closing Date, the City Bodies, shall have: (i) taken all action necessary and prudent to (1) procure and expend the funds necessary to satisfy the Purchase Price and accept transfer of the Project and Project Site; or (2) enter into the Installment Purchase Agreement. For the avoidance of doubt, the City's obligation to either pay the Purchase Price or enter into the Installment Purchase Price is absolute and unconditional; provided, however, in the City's sole discretion, either such obligation may be fulfilled by the City or one of its City Bodies.

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 City of Fishers - Hagerman GM  
Community Center BOT Agreement

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.

**Section 6.02. Project Closing.** At Closing, (a) City shall pay in full the Purchase Price, (b) Hagerman GM shall transfer and convey the Project and the Project Site to the City pursuant to the Deed, and (c) Hagerman GM's shall pay in full the Construction Loan; or (d) a City Body enter into the Installment Purchase Agreement. For the avoidance of doubt, the City's obligation to either pay the Purchase Price or enter into the Installment Purchase Agreement is absolute and unconditional; provided, however, in the City's sole discretion, either such obligation may be fulfilled by the City or one of its City Bodies.

## **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**

Hagerman GM Rec Center LLC BOT  
Hagerman Job #21-1846-Q  
Clarifications and Exclusions Report Dated 12.07.2023

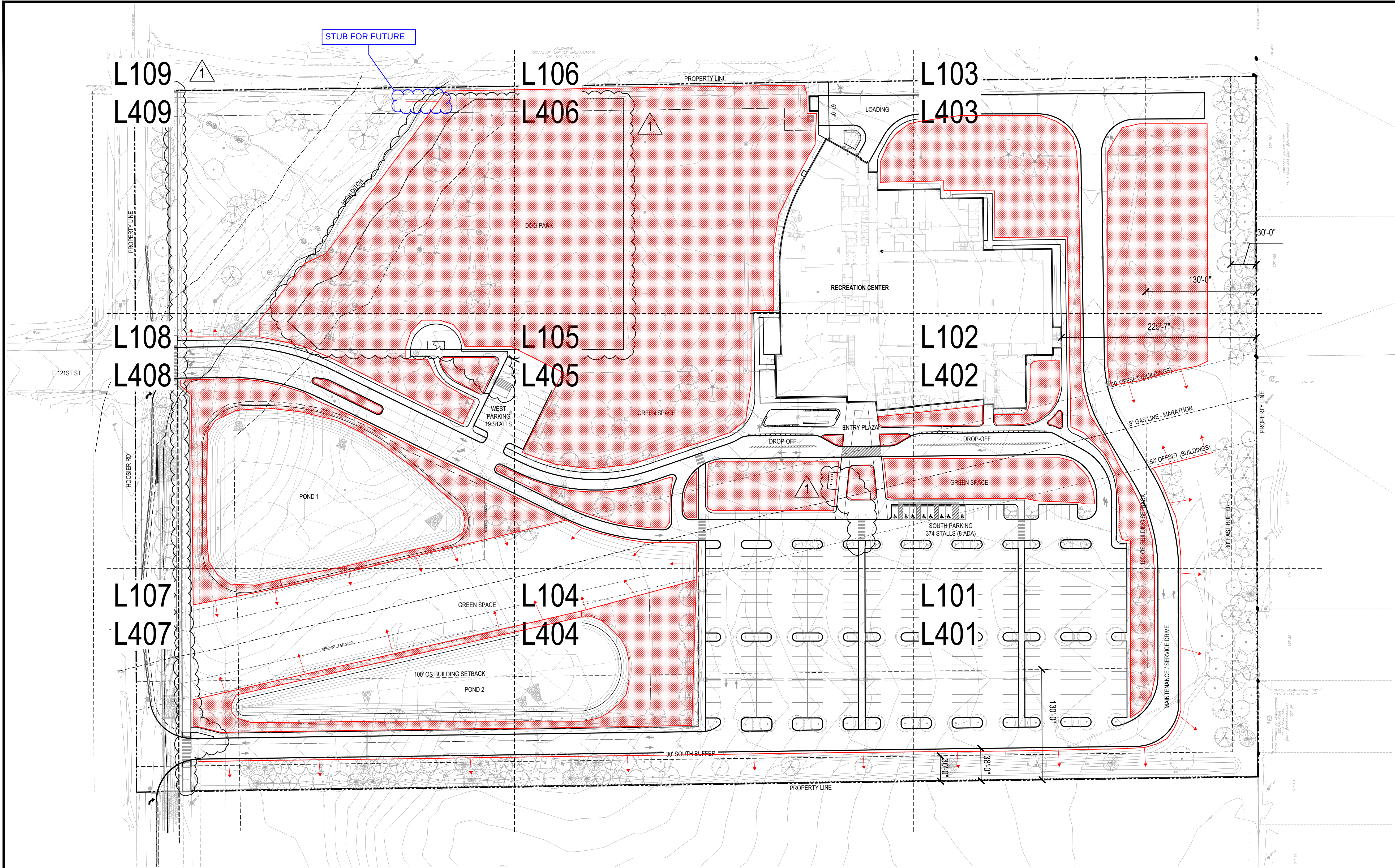
1. Budget is based off 75% pricing set plans and specs dated 8/4/2023.
2. We have included a Construction Contingency of \$1,000,000 to be used at Hagerman's discretion. Any savings shall be split 50/50 shared savings between Hagerman and the City of Fishers.
3. We have included a Raymond James fee of \$250,000 for financing issuance fees, attorney fees and special tax council opinion. Any amount over or under shall be allocated from or to the Owner Contingency.
4. We have included the Future Roundabout as a Contract Allowance of \$2,500,000.
5. We have included the additional land financing costs to carry the loan through 01/31/24.
6. We have included the Fixtures, Furniture and Equipment (FFE) for Parks Department Offices, Health Department Offices, Child Care Furniture, Café Furniture and Equipment, portable bleachers, gymnasium storage racks, residential appliances and shoe storage cubbies as a Contract Allowance of \$639,600 pursuant to the attached FF&E Log attached to this document.
7. We have included the Indoor Playground Equipment and Flooring Materials as currently designed by Williams Architects.
8. We have included a Climbing Wall.
9. We have included a Ninja Course.
10. We have included the Sauna Room.
11. We have not included State of Indiana sales tax.
12. We have not included anything related to the proposed Delv Design Community and Service Award Monument other than a flat area on site for it to be built.
13. We have not included the pedestal paver roof system.
14. We have not included any fiber cement wall panels on interior walls but we have included high-impact drywall to be installed at locations requiring additional protection.
15. We have not included custom-colored finishes. Finishes to be selected from manufacturer's standard colors.
16. We have not included any display cases.
17. We have not included any visual display boards.
18. We include one (1) touch screen gym equipment controller to operate listed backstops, height adjusters, volleyball, and curtains.
19. We have not included any exterior pickleball courts.
20. We have included striping of indoor pickleball courts in the main gymnasium and we have included portable posts and nets.
21. We have included a dog park area east of the creek and we have included 2 light poles, access control, lawn irrigation, and security cameras for this dog park.
22. We have also included lawn irrigation pursuant to the attached drawing attached to this document.
23. We have not included additional design costs for the irrigation system.
24. We have not included the import of any topsoil. Existing site topsoil shall be stockpiled on site and respread upon completion of mass earthwork.
25. We have not included any soil amendments.

26. We have not included the future dog park area west of the creek nor have we included a bridge to access from the east side.
27. We have not included any raised planter beds.
28. With respect to signage we have included interior signage and a monument sign with lighting at the main entry drive pursuant to the attached drawing attached to this document.
29. We have included some letter signage to be placed on the exterior of the building.
30. We only include hard piping of the existing legal drain ditch at the entry drives per the plans dated 8/4/2023.
31. We do not include any additional hard piping of the existing legal drain ditch as impacted by the roundabout design. If additional work to the legal drain ditch is required by the roundabout design it shall be funded from the roundabout allowance.
32. We do not include any rerouting of the existing legal drain ditch on site.
33. We do not include any rerouting of the existing sanitary sewer main that crosses through the site.
34. We clarify that any existing overhead or underground utilities within the right of way that requires relocation due to final roundabout design shall be funded from the roundabout allowance.
35. We do not include any rework or relocating of the existing Marathon pipeline.
36. We clarify the owner will execute the encroachment agreement with Marathon pipeline.
37. Hagerman clarifies we will redesign the parking lot and drive layout and lighting as needed to be in compliance with Marathon Pipeline at no additional cost.
38. We do not include any design cost for any future owner changes.
39. We do not include any lightning protection of the building and site amenities.



| FPCC FF and E List                                                 |                                                         |          |      |            |                                    |                                        |
|--------------------------------------------------------------------|---------------------------------------------------------|----------|------|------------|------------------------------------|----------------------------------------|
| 11.30.2023                                                         |                                                         |          |      |            |                                    |                                        |
| Number                                                             | Description                                             | Quantity | Unit | Unit Price | Item Included in Construction Cost | Item Included in Contract Allowance    |
|                                                                    |                                                         |          |      |            |                                    |                                        |
| <b>A/V Systems</b>                                                 |                                                         |          |      |            |                                    |                                        |
| 1                                                                  | UTG Quote                                               | 1        | ls   | \$ 475,000 | \$ 475,000                         | Cost updated per Jake's email 10/12/23 |
|                                                                    |                                                         |          |      |            |                                    |                                        |
| <b>IT / Security</b>                                               |                                                         |          |      |            |                                    |                                        |
| 2                                                                  | Taylorred Systems Quote (structured cabling)            | 1        | ls   | \$ 130,000 | \$ 130,000                         | Cost updated per Jake's email 10/12/23 |
| 3                                                                  | Taylorred Systems Quote (video surveillance)            | 1        | ls   | \$ 172,000 | \$ 172,000                         | Cost updated per Jake's email 10/12/23 |
| 4                                                                  | Taylorred Systems Quote (access control)                | 1        | ls   | \$ 50,000  | \$ 50,000                          | Cost updated per Jake's email 10/12/23 |
| 5                                                                  | Flock Cameras (ongoing annual cost)                     | 0        | ls   | \$ -       | \$ -                               | Cost updated per Jake's email 10/12/23 |
|                                                                    |                                                         |          |      |            |                                    |                                        |
| <b>IT Rack and Equipment</b>                                       |                                                         |          |      |            |                                    |                                        |
| 6                                                                  | JDH Quote (fiber optic cabling to building)             | 1        | ea   | \$ 73,000  | \$ 73,000                          | Cost updated per Jake's email 10/12/23 |
| 7                                                                  | CoF Quote (network hardware & accessories)              | 1        | ea   | \$ 150,000 | \$ 150,000                         | Cost updated per Jake's email 10/12/23 |
|                                                                    |                                                         |          |      |            |                                    |                                        |
| <b>Gym Equipment</b>                                               |                                                         |          |      |            |                                    |                                        |
| 8                                                                  | Portable bleachers tip and rolls                        | 3        | ea   | \$ 5,000   |                                    | \$ 15,000.00                           |
| 9                                                                  | Storage Racks for Gym Storage                           | 10       | ea   | \$ 1,500   |                                    | \$ 15,000.00                           |
|                                                                    |                                                         |          |      |            |                                    |                                        |
| <b>Fitness Equipment</b>                                           |                                                         |          |      |            |                                    |                                        |
| 10                                                                 | Fitness Equipment                                       | 1        | ea   | \$ 750,000 | \$ 750,000                         |                                        |
|                                                                    |                                                         |          |      |            |                                    |                                        |
| <b>Appliances</b>                                                  |                                                         |          |      |            |                                    |                                        |
| 11                                                                 | Fridge w/ice maker                                      | 2        | ea   | \$ 2,000   |                                    | \$ 4,000.00                            |
| 12                                                                 | Microwave                                               | 4        | ea   | \$ 500     |                                    | \$ 2,000.00                            |
| 13                                                                 | Washer                                                  | 1        | ea   | \$ 2,000   |                                    | \$ 2,000.00                            |
| 14                                                                 | Dryer                                                   | 1        | ea   | \$ 2,000   |                                    | \$ 2,000.00                            |
| 15                                                                 | Coffee Maker                                            | 2        | ea   | \$ 50      |                                    | \$ 100.00                              |
|                                                                    |                                                         |          |      |            |                                    |                                        |
| <b>Furniture</b>                                                   |                                                         |          |      |            |                                    |                                        |
| 16                                                                 | Desks                                                   | 25       | ea   | \$ 1,400   |                                    | \$ 35,000.00                           |
| 17                                                                 | Chairs                                                  | 25       | ea   | \$ 200     |                                    | \$ 5,000.00                            |
| 18                                                                 | Trash Cans                                              | 25       | ea   | \$ 200     |                                    | \$ 5,000.00                            |
| 19                                                                 | Filing Cabinets                                         | 25       | ea   | \$ 400     |                                    | \$ 10,000.00                           |
| 20                                                                 | Lobby tables for concessions                            | 6        | ea   | \$ 5,000   |                                    | \$ 30,000.00                           |
| 21                                                                 | Lobby chairs for concessions                            | 36       | ea   | \$ 250     |                                    | \$ 9,000.00                            |
| 22                                                                 | Waiting Room for the Health Dept                        | 1        | ea   | \$ 5,000   |                                    | \$ 5,000.00                            |
| 23                                                                 | Cubicles in both office areas                           | 2        | ea   | \$ 20,000  |                                    | \$ 40,000.00                           |
| 24                                                                 | Break room tables and chairs                            | 2        | ea   | \$ 20,000  |                                    | \$ 40,000.00                           |
| 25                                                                 | Conference rooms and chairs                             | 2        | ea   | \$ 20,000  |                                    | \$ 40,000.00                           |
| 26                                                                 | Furniture for the child care space                      | 1        | ls   | \$ 20,000  |                                    | \$ 20,000.00                           |
| 27                                                                 | Child care furniture and equipment                      | 1        | ls   | \$ 250,000 |                                    | \$ 250,000.00                          |
|                                                                    |                                                         |          |      |            |                                    |                                        |
| <b>Misc Items:</b>                                                 |                                                         |          |      |            |                                    |                                        |
| 28                                                                 | Flags State & Local (US Flag Incl in Construction Cost) | 3        | ea   | \$ 250     | \$ 250                             | \$ 500.00                              |
| 29                                                                 | Shoe Storage Cubbies for Adventure Play                 | 1        | ls   | \$ 5,000   |                                    | \$ 5,000.00                            |
| 30                                                                 | Shoe Storage for Interactive Play Area                  | 1        | ls   | \$ 5,000   |                                    | \$ 5,000.00                            |
| 31                                                                 | Pickle Ball Equipment                                   | 1        | ls   | \$ 5,000   | \$ 5,000                           |                                        |
|                                                                    |                                                         |          |      |            |                                    |                                        |
| <b>Concession Equipment</b>                                        |                                                         |          |      |            |                                    |                                        |
| 32                                                                 | Concession Equipment                                    | 1        | ls   | \$ 100,000 |                                    | \$ 100,000.00                          |
|                                                                    |                                                         |          |      |            |                                    |                                        |
| <b>Subtotal</b>                                                    |                                                         |          |      |            | \$ 1,805,250.00                    | \$ 639,600.00                          |
|                                                                    |                                                         |          |      |            |                                    |                                        |
| <b>Total Included in Construction Cost</b>                         |                                                         |          |      |            | \$ 1,805,250.00                    |                                        |
| <b>Total Included in Contract Allowance (FF &amp; E Allowance)</b> |                                                         |          |      |            |                                    | \$ 639,600.00                          |
|                                                                    |                                                         |          |      |            |                                    |                                        |





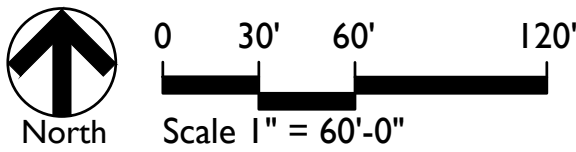
GENERAL NOTES:

- DO NOT SCALE DRAWINGS FOR FIELD LAYOUT. REFER TO SITE LAYOUT PLAN(S) FOR DIMENSIONS.
- WORK SHOWN ON THE DRAWINGS SHALL BE BASE BID UNLESS SPECIFICALLY NOTED TO BE BY ALTERNATE BID.
- MATERIALS NOTES SCHEDULE APPEARS ON MULTIPLE SHEETS. NOT ALL REFERENCE NOTES APPEAR ON EACH SHEET.
- EXISTING AND PROPOSED UTILITIES THAT ARE SHOWN ARE FOR REFERENCE ONLY. REFER TO THE SITE SURVEY FOR EXISTING UTILITIES AND VERIFY IN THE FIELD.
- COORDINATE ALL WORK WITH OTHER DESIGN DISCIPLINES.
  - REFER TO CIVIL PLAN(S) FOR DEMOLITION, GRADING, DRAINAGE, STORM WATER MANAGEMENT, AND UTILITIES.
  - REFER TO CIVIL PLAN(S) FOR ALL VEHICULAR PAVEMENTS, CURBING, CROSSWALKS, AND RAMPS NOT EXPLICITLY IDENTIFIED IN LANDSCAPE PLANS.
  - REFER TO SITE ELECTRICAL PLAN(S) FOR FULL LIGHTING & FIXTURE DESIGN. FIXTURES SHOWN ON SITE MATERIALS PLANS ARE APPROXIMATE AND FOR REFERENCE ONLY. CONTRACTOR SHALL ENSURE WORK IS FULLY COORDINATED DURING CONSTRUCTION.
  - REFER TO ARCHITECTURAL AND SIGNAGE PLAN(S) FOR SIGN SCOPE PHASING, SIGN SCHEDULE, LOCATIONS, AND DETAILS. SIGNAGE SHOWN ON SITE MATERIALS PLANS, AS APPLICABLE, ARE FOR REFERENCE ONLY.
- REFER TO PLANTING SERIES FOR ORDINANCE REQUIRED PLANTING INFORMATION.
- NO IRRIGATION SCOPE INCLUDED IN THE PROJECT EXTENTS.

BICYCLE PARKING REQUIREMENTS

REQUIREMENT: 1 BICYCLE PARKING SPACE / 30 VEHICULAR PARKING SPACES

PARKING - 357 TOTAL VEHICULAR PARKING SPACES  
REQUIRED: 12 BICYCLE PARKING SPACES  
PROVIDED: 12 BICYCLE PARKING SPACES

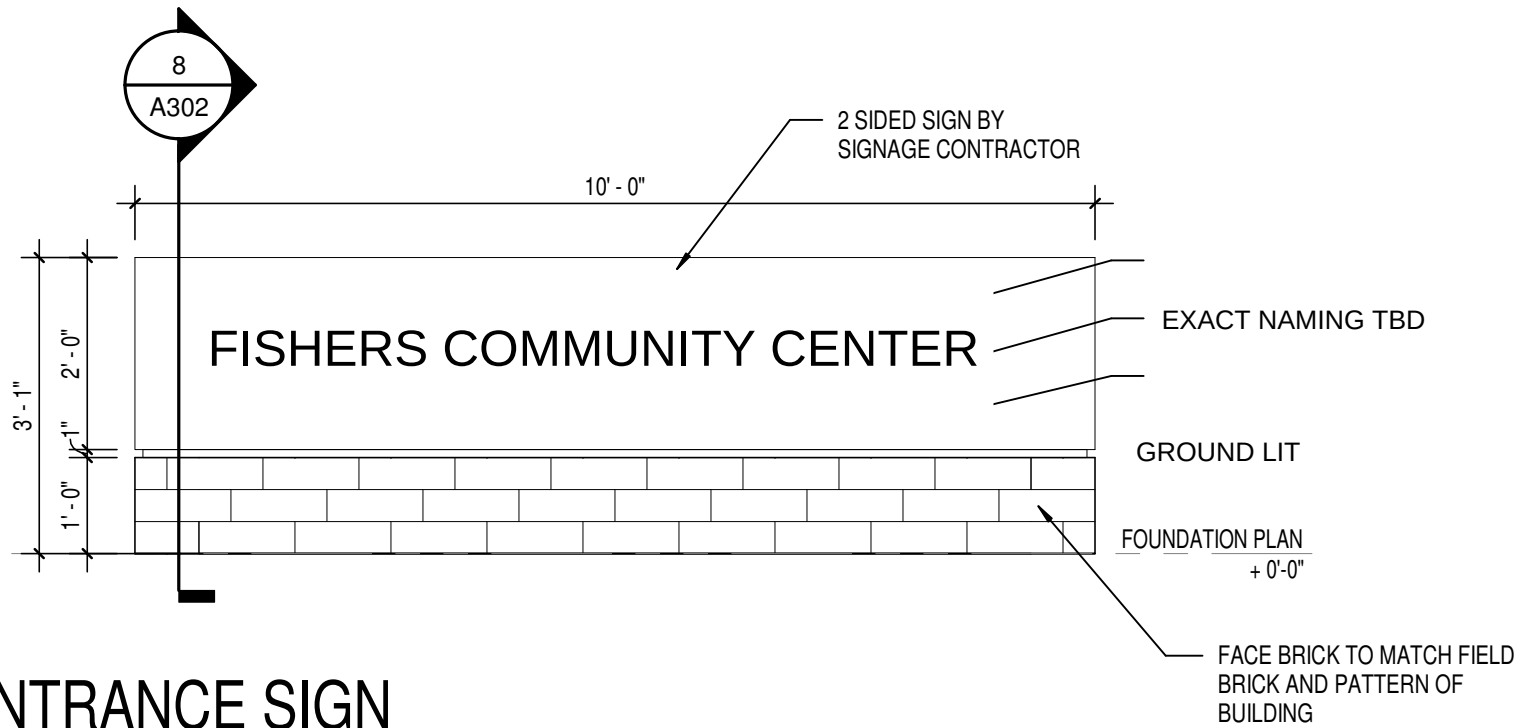


| Revision | Date       | Description        |
|----------|------------|--------------------|
| 1        | 10-13-2023 | TAC RESUBMITTAL #1 |
|          |            |                    |
|          |            |                    |
|          |            |                    |
|          |            |                    |

|             |            |
|-------------|------------|
| Date:       | 09-01-2023 |
| Job No:     | 21-1500    |
| Drawn by:   | SS         |
| Checked by: | DF         |

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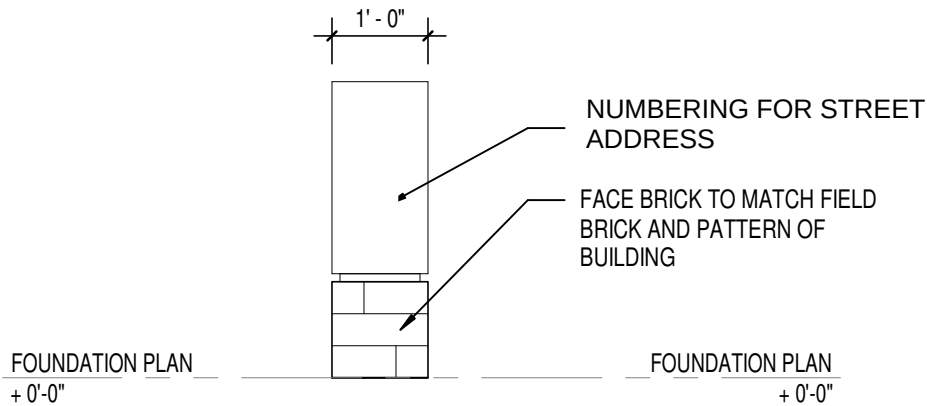




7  
A302

## MAIN ENTRANCE SIGN

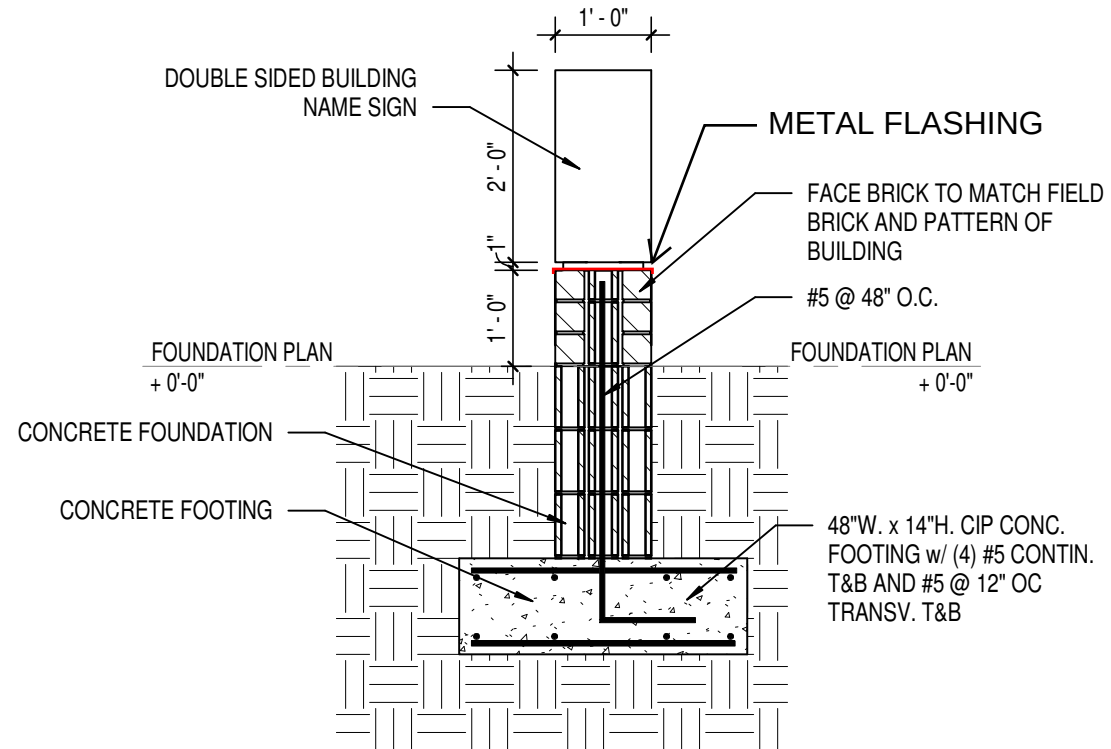
SCALE: 1/2" = 1'-0"



6  
A302

## MAIN ENTRANCE SIGN

SCALE: 1/2" = 1'-0"



8  
A302

## SECTION

SCALE: 1/2" = 1'-0"

**Exhibit B**  
**Construction Drawings**  
*[separately provided]*



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Job #: 21-1846-Q Fishers Park Comm Center

Fishers, Indiana

## 75% CD Progress Set (08/04/23)

| Drawing No.    | Drawing Title                                     | Revision | Drawing Date | Received Date | Set                            |
|----------------|---------------------------------------------------|----------|--------------|---------------|--------------------------------|
| <b>GENERAL</b> |                                                   |          |              |               |                                |
| G1.1           | TITLE SHEET                                       | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| G1.2           | CODE DATA                                         | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| G1.3           | GYMNASIUM USE CONFIGURATIONS                      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| G1.4           | EXITING AND FIRE EXTINGUISHER PLANS               | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| G1.5           | SIGNAGE PLAN                                      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| G1.6           | WALL TYPES                                        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| G1.7           | WALL TYPES                                        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| G1.8           | FIRE-RESISTANCE RATED PLANS, SECTIONS AND DETAILS | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| G1.9           | FIRE-RESISTANCE RATED PLANS, SECTIONS AND DETAILS | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| G1.10          | FIRE-RESISTANCE RATED RCPS, SECTIONS AND DETAILS  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| G1.11          | FIRE-RESISTANCE RATED RCPS, SECTIONS AND DETAILS  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| G1.12          | PERMIT PROCESS                                    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| <b>SURVEY</b>  |                                                   |          |              |               |                                |
| 1 of 7         | ALTA/NSPS LAND TITLE SURVEY                       | 0        | 06/20/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 2 of 7         | ALTA/NSPS LAND TITLE SURVEY                       | 0        | 06/20/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 3 of 7         | ALTA/NSPS LAND TITLE SURVEY                       | 0        | 06/20/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 4 of 7         | ALTA/NSPS LAND TITLE SURVEY                       | 0        | 06/20/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 5 of 7         | ALTA/NSPS LAND TITLE SURVEY                       | 0        | 06/20/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 6 of 7         | ALTA/NSPS LAND TITLE SURVEY                       | 0        | 06/20/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 7 of 7         | ALTA/NSPS LAND TITLE SURVEY                       | 0        | 06/20/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 1 of 2         | PRIMARY PLAT OF FISHERS COMMUNITY CENTER          | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 2 of 2         | PRIMARY PLAT OF FISHERS COMMUNITY CENTER          | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 1 of 3         | SECONDARY PLAT OF FISHERS COMMUNITY CENTER        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 2 of 3         | SECONDARY PLAT OF FISHERS COMMUNITY CENTER        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 3 of 3         | SECONDARY PLAT OF FISHERS COMMUNITY CENTER        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| <b>CIVIL</b>   |                                                   |          |              |               |                                |
| C000           | TITLE SHEET                                       | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C001           | GENERAL NOTES                                     | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C101           | OVERALL DEMOLITION PLAN                           | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C200           | OVERALL SITE PLAN                                 | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C201           | SITE PLAN                                         | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C202           | SITE PLAN                                         | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C203           | SITE PLAN                                         | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |



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| Drawing No. | Drawing Title                                   | Revision | Drawing Date | Received Date | Set                            |
|-------------|-------------------------------------------------|----------|--------------|---------------|--------------------------------|
| C204        | SITE PLAN                                       | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C205        | SITE PLAN                                       | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C206        | SITE PLAN                                       | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C300        | OVERALL GRADING PLAN                            | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C301        | GRADING PLAN                                    | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C302        | GRADING PLAN                                    | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C303        | GRADING PLAN                                    | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C304        | GRADING PLAN                                    | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C305        | GRADING PLAN                                    | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C306        | GRADING PLAN                                    | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C400        | OVERALL DRAINAGE PLAN                           | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C401        | DRAINAGE PLAN                                   | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C402        | DRAINAGE PLAN                                   | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C403        | DRAINAGE PLAN                                   | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C404        | DRAINAGE PLAN                                   | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C405        | DRAINAGE PLAN                                   | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C406        | DRAINAGE PLAN                                   | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C407        | STORM SEWER PROFILES                            | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C408        | STORM SEWER PROFILES                            | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C409        | STORM SEWER PROFILES                            | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C410        | STORM SEWER PROFILES                            | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C411        | STORM SEWER PROFILES                            | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C412        | STORM SEWER PROFILES                            | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C500        | OVERALL UTILITY PLAN                            | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C501        | SANITARY MAIN PROFILE                           | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C600        | MAINTENANCE OF TRAFFIC PLAN                     | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C800        | SITE DETAILS                                    | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C801        | WATER DETAILS                                   | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C900        | DEMOLITION STORMWATER POLLUTION PREVENTION PLAN | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C901        | FINAL STORMWATER POLLUTION PREVENTION PLAN      | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C902        | PERMANENT STORMWATER POLLUTION PREVENTION PLAN  | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C903        | FINAL STORMWATER POLLUTION PREVENTION PLAN      | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C904        | STORMWATER POLLUTION PREVENTION NOTES           | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C905        | STORMWATER POLLUTION PREVENTION DETAILS         | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| C906        | STORMWATER POLLUTION PREVENTION DETAILS         | 0        | 08/01/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| LANDSCAPE   |                                                 |          |              |               |                                |
| L001        | SITE REFERENCE PLAN                             | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L101        | SITE MATERIALS PLAN                             | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |



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|----------------------------------|----------------------------------------------------------------------|----------|--------------|---------------|--------------------------------|
| L102                             | SITE MATERIALS PLAN                                                  | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L103                             | SITE MATERIALS PLAN                                                  | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L104                             | SITE MATERIALS PLAN                                                  | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L105                             | SITE MATERIALS PLAN                                                  | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L106                             | SITE MATERIALS PLAN                                                  | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L107                             | SITE MATERIALS PLAN                                                  | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L108                             | SITE MATERIALS PLAN                                                  | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L109                             | SITE MATERIALS PLAN                                                  | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L300                             | SITE DETAILS                                                         | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L301                             | SITE DETAILS                                                         | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L400                             | PLANTING SCHEDULE AND DETAILS                                        | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L401                             | PLANTING PLAN                                                        | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L402                             | PLANTING PLAN                                                        | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L403                             | PLANTING PLAN                                                        | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L404                             | PLANTING PLAN                                                        | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L405                             | PLANTING PLAN                                                        | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L406                             | PLANTING PLAN                                                        | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L407                             | PLANTING PLAN                                                        | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L408                             | PLANTING PLAN                                                        | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| L409                             | PLANTING PLAN                                                        | 0        | 09/01/2023   | 09/01/2023    | 75% CD Progress Set (08/04/23) |
| CITY OF FISHERS STANDARD DETAILS |                                                                      |          |              |               |                                |
| 1 of 29                          | TITLE SHEET                                                          | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 2 of 29                          | ARTERIAL AND COLLECTOR TYPICAL PAVEMENT AND ROADWAY SECTIONS         | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 4 of 29                          | CURB AND UNDERDRAIN DETAILS                                          | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 5 of 29                          | DRIVEWAY, CUL-DE-SAC, AND MISC. TRANSPORTATION DETAILS               | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 6 of 29                          | SIDEWALK, CURB RAMP, AND PERIMETER PATH DETAILS                      | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 8 of 29                          | CEDAR FENCE AND PEDESTIRAN HANDRAIL DETAILS                          | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 13 of 29                         | STORM SEWER BACKFILL, SWALE UNDERDRAIN, EXCAVATION DETAILS AND NOTES | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 14 of 29                         | STORM SEWER INLET STRUCTURE DETAILS AND NOTES                        | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 15 of 29                         | STORM SEWER MANHOLE STRUCTURE DETAILS AND NOTES                      | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 16 of 29                         | DETENTION BASIN & END SECTION DETAILS                                | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 17 of 29                         | DETENTION BASIN - OUTLET CONTROL STRUCTURE DETAILS                   | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 18 of 29                         | SANITARY SEWER PIPE BEDDING & CROSSING DETAILS                       | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 19 of 29                         | SANITARY SEWER STRUCTURE DETAILS                                     | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 20 of 29                         | SANITARY SEWER STRUCTURE DETAILS                                     | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 21 of 29                         | SANITARY LATERAL CONNECTION, CLEAN OUT, & MISC. DETAILS              | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 24 of 29                         | EROSION CONTROL DETAILS                                              | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 25 of 29                         | EROSION CONTROL DETAILS                                              | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |



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|---------------|-------------------------------------------------|----------|--------------|---------------|--------------------------------|
| 26 of 29      | EROSION CONTROL DETAILS                         | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 27 of 29      | EROSION CONTROL DETAILS                         | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| 29 of 29      | LAMP POST & LED FIXTURE DETAILS                 | 0        | 01/18/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| STRUCTURAL    |                                                 |          |              |               |                                |
| S0.1          | GENERAL STRUCTURAL NOTES                        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S0.2          | GENERAL STRUCTURAL NOTES                        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.1          | OVERALL FOUNDATION PLAN                         | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.1A         | FOUNDATION PLAN - MODULE A                      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.1B         | FOUNDATION PLAN - MODULE B                      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.1C         | FOUNDATION PLAN - MODULE C                      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.1D         | FOUNDATION PLAN - MODULE D                      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.1E         | FOUNDATION PLAN - MODULE E                      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.2          | OVERALL SECOND LEVEL - LOW ROOF FRAMING PLAN    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.2A         | SECOND LEVEL - LOW ROOF FRAMING PLAN - MODULE A | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.2B         | SECOND LEVEL - LOW ROOF FRAMING PLAN - MODULE B | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.2C         | SECOND LEVEL - LOW ROOF FRAMING PLAN - MODULE C | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.2D         | SECOND LEVEL - LOW ROOF FRAMING PLAN - MODULE D | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.2E         | SECOND LEVEL - LOW ROOF FRAMING PLAN - MODULE E | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.3          | ROOF FRAMING PLAN                               | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.3A         | ROOF FRAMING PLAN - MODULE A                    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.3B         | ROOF FRAMING PLAN - MODULE B                    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.3D         | ROOF FRAMING PLAN - MODULE D                    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.3E         | ROOF FRAMING PLAN - MODULE E                    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.4          | ROOF SCREENWALL PLAN                            | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S1.10         | EDGE OF SLAB PLAN                               | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S2.1          | BUILDING ELEVATIONS                             | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S2.2          | BUILDING ELEVATIONS                             | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S3.1          | TYPICAL FOUNDATION DETAILS                      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S3.2          | TYPICAL FOUNDATION DETAILS                      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S4.1          | TYPICAL MASONRY DETAILS                         | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S4.2          | TYPICAL MASONRY DETAILS                         | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S5.1          | TYPICAL STEEL DETAILS                           | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S5.2          | TYPICAL STEEL DETAILS                           | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S5.3          | TYPICAL STEEL DETAILS                           | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S5.4          | TYPICAL FRAMING DETAILS                         | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| S5.5          | FRAMING DETAILS                                 | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ARCHITECTURAL |                                                 |          |              |               |                                |
| AS0.1         | ARCHITECTURAL SITE PLAN                         | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |





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| A1.1        | OVERALL MAIN LEVEL PLAN                            | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A1.1A       | MAIN LEVEL - MODULE A                              | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A1.1B       | MAIN LEVEL - MODULE B                              | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A1.1CD      | MAIN FLOOR PLAN - MODULE C & D                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A1.1E       | MAIN FLOOR PLAN - MODULE E                         | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A1.2        | OVERALL UPPER LEVEL PLAN                           | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A1.2A       | UPPER LEVEL - MODULE A                             | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A1.2B       | UPPER LEVEL - MODULE B                             | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A1.2C       | UPPER LEVEL - MODULE C                             | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A1.2E       | UPPER LEVEL - MODULE E                             | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A2.1        | REFLECTED CEILING PLAN - MAIN LEVEL                | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A2.1A       | REFLECTED CEILING PLAN - MAIN LEVEL - MODULE A     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A2.1B       | REFLECTED CEILING PLAN - MAIN LEVEL - MODULE B     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A2.1CD      | REFLECTED CEILING PLAN - MAIN LEVEL - MODULE C & D | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A2.1E       | REFLECTED CEILING PLAN - MAIN LEVEL - MODULE E     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A2.2        | REFLECTED CEILING PLAN UPPER LEVEL                 | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A2.2A       | REFLECTED CEILING PLAN - UPPER LEVEL - MODULE A    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A2.2B       | REFLECTED CEILING PLAN - UPPER LEVEL - MODULE B    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A2.2C       | REFLECTED CEILING PLAN - UPPER LEVEL - MODULE C    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A2.2E       | REFLECTED CEILING PLAN - UPPER LEVEL - MODULE E    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A3.1        | OVERALL ROOF PLAN                                  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A3.2        | ROOF PLAN - MODULE A                               | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A3.3        | ROOF PLAN - MODULE B                               | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A3.4        | ROOF PLAN - MODULE C & D                           | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A3.5        | ROOF PLAN - MODULE E                               | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A4.1        | EXTERIOR ELEVATIONS                                | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A4.2        | CURTAIN WALL ELEVATIONS                            | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A4.3        | STOREFRONT ELEVATIONS                              | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A4.4        | STOREFRONT ELEVATIONS                              | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A4.5        | STOREFRONT ELEVATIONS                              | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A4.6        | PRECAST PANEL OVERALL PLAN & GENERAL DETAILS       | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A4.7        | PRECAST PANEL ELEVATIONS                           | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A4.8        | ENLARGED PRECAST PANEL ELEVATIONS                  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A4.9        | ENLARGED PRECAST PANEL ELEVATIONS                  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A4.10       | ENLARGED PRECAST PANEL ELEVATIONS                  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A4.11       | ENLARGED PRECAST PANEL ELEVATIONS                  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.1        | BUILDING SECTIONS                                  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.2        | WALL SECTIONS                                      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |



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| A5.3        | WALL SECTIONS                                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.4        | WALL SECTIONS                                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.5        | WALL SECTIONS                                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.6        | WALL SECTIONS                                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.7        | WALL SECTIONS                                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.8        | WALL SECTIONS                                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.9        | WALL SECTIONS - INTERIOR                          | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.10       | WALL SECTIONS - INTERIOR                          | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.11       | WALL SECTIONS                                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.12       | WALL SECTIONS - INTERIOR                          | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.13       | WALL SECTIONS                                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.14       | WALL SECTIONS                                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.15       | WALL SECTIONS                                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.16       | WALL SECTIONS                                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A5.17       | WALL SECTIONS                                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A6.1        | WALL SECTION DETAILS - PRECAST                    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A6.2        | WALL SECTION DETAILS - STOREFRONT                 | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A6.3        | WALL SECTION DETAILS - CURTAIN WALL               | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A6.4        | WALL SECTION DETAILS - ROOF                       | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A6.5        | WALL SECTION DETAILS - FOUNDATION                 | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A6.6        | WALL SECTION DETAILS                              | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A6.7        | WALL SECTION DETAILS                              | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A6.8        | WALL SECTION DETAILS - INTERIOR                   | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A6.9        | WALL SECTION DETAILS - INTERIOR                   | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A6.10       | WALL SECTION DETAILS - INTERIOR                   | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A6.11       | WALL SECTION DETAILS - INTERIOR                   | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A6.12       | WALL SECTION DETAILS - INTERIOR                   | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A7.1        | ENLARGED PLANS & SECTIONS - MAIN STAIR & ELEVATOR | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A7.2        | ENLARGED PLANS & SECTIONS - STAIR ST1             | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A7.3        | ENLARGED PLANS & SECTIONS - STAIR ST3             | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A7.4        | ENLARGED TOILET PLANS                             | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A7.5        | ENLARGED TOILET AND CHANGING PLANS                | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A7.6        | ENLARGED PLANS                                    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A7.7        | ENLARGED PLANS & SECTIONS DETAILS                 | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A7.8        | ENLARGED PLANS & SECTIONS DETAILS                 | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A8.1        | INTERIOR ELEVATIONS - MODULE A                    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A8.2        | INTERIOR ELEVATIONS - MODULE B                    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A8.3        | INTERIOR ELEVATIONS - MODULE C & D                | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |



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| A8.4             | INTERIOR ELEVATIONS - MODULE E               | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A8.5             | INTERIOR ELEVATIONS - UPPER LEVEL MODULE A   | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A8.6             | CASEWORK PLANS & ELEVATIONS                  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A8.7             | CASEWORK ELEVATIONS                          | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A8.8             | CASEWORK ELEVATIONS & DETAILS                | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A8.9             | CASEWORK PLANS & ELEVATIONS & DETAILS        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A8.10            | MILLWORK DETAILS                             | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A9.1             | DOOR SCHEDULE                                | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A9.2             | DOOR DETAILS                                 | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| A9.3             | DOOR DETAILS                                 | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| INTERIOR         |                                              |          |              |               |                                |
| ID1.0            | INTERIOR GENERAL NOTES                       | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID1.1            | OVERALL MAIN LEVEL FLOOR FINISH PLAN         | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID1.1A           | MAIN LEVEL FLOOR FINISH PLAN - MODULE A      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID1.1B           | MAIN LEVEL FLOOR FINISH PLAN - MODULE B      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID1.1CD          | MAIN LEVEL FLOOR FINISH PLAN - MODULE C & D  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID1.1E           | MAIN LEVEL FLOOR FINISH PLAN - MODULE E      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID1.2            | OVERALL UPPER LEVEL FLOOR FINISH PLAN        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID1.2A           | UPPER LEVEL FLOOR FINISH PLAN - MODULE A     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID1.2B           | UPPER LEVEL FLOOR FINISH PLAN - MODULE B     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID1.2CE          | UPPER LEVEL FLOOR FINISH PLAN - MODULE C & E | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID2.1A           | MAIN LEVEL WALL FINISH PLAN - MODULE A       | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID2.1B           | MAIN LEVEL WALL FINISH PLAN - MODULE B       | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID2.1CD          | MAIN LEVEL WALL FINISH PLAN - MODULE C & D   | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID2.1E           | MAIN LEVEL WALL FINISH PLAN - MODULE E       | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID2.2A           | WALL FINISH PLAN - MODULE A                  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID2.2B           | UPPER LEVEL WALL FINISH PLAN - MODULE B      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID2.2CE          | UPPER LEVEL WALL FINISH PLAN - MODULE C & E  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| ID4.0            | GYM FLOOR STRIPING PLAN                      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| EQUIPMENT        |                                              |          |              |               |                                |
| EQ1.1            | EQUIPMENT PLAN - MAIN LEVEL                  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| EQ1.2            | EQUIPMENT PLAN - UPPER LEVEL                 | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| FIRE SUPPRESSION |                                              |          |              |               |                                |
| F0.1             | FIRE SUPPRESSION LEGEND                      | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| F0.1             | FIRE SUPPRESSION LEGEND                      | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| F1.0             | MAIN FLOOR FIRE PROTECTION - OVERALL         | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| F1.0             | MAIN FLOOR FIRE PROTECTION - OVERALL         | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| F2.0             | UPPER FLOOR FIRE PROTECTION - OVERALL        | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |



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| F2.0        | UPPER FLOOR FIRE PROTECTION - OVERALL | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| PLUMBING    |                                       |          |              |               |                                |
| P0.1        | PLUMBING LEGEND                       | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P0.1        | PLUMBING LEGEND                       | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P0.2        | PLUMBING SCHEDULES AND CALCULATIONS   | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P0.2        | PLUMBING SCHEDULES AND CALCULATIONS   | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P1.0A       | FOUNDATION MODULE A - PLUMBING        | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P1.0A       | FOUNDATION MODULE A - PLUMBING        | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P1.0B       | FOUNDATION MODULE B - PLUMBING        | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P1.0B       | FOUNDATION MODULE B - PLUMBING        | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P1.0CD      | FOUNDATION MODULE C AND D - PLUMBING  | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P1.0CD      | FOUNDATION MODULE C AND D - PLUMBING  | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P1.0E       | FOUNDATION MODULE E - PLUMBING        | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P1.0E       | FOUNDATION MODULE E - PLUMBING        | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P1.1A       | MAIN LEVEL MODULE A - PLUMBING        | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P1.1A       | MAIN LEVEL MODULE A - PLUMBING        | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P1.1B       | MAIN LEVEL MODULE B - PLUMBING        | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P1.1B       | MAIN LEVEL MODULE B - PLUMBING        | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P1.1CD      | MAIN LEVEL MODULE C AND D - PLUMBING  | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P1.1CD      | MAIN LEVEL MODULE C AND D - PLUMBING  | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P1.1E       | MAIN LEVEL MODULE E - PLUMBING        | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P1.1E       | MAIN LEVEL MODULE E - PLUMBING        | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P1.2A       | UPPER LEVEL MODULE A - PLUMBING       | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P1.2A       | UPPER LEVEL MODULE A - PLUMBING       | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P1.2B       | UPPER LEVEL MODULE B - PLUMBING       | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P1.2B       | UPPER LEVEL MODULE B - PLUMBING       | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P1.2CD      | UPPER LEVEL MODULE C AND D - PLUMBING | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P1.2CD      | UPPER LEVEL MODULE C AND D - PLUMBING | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P1.2E       | UPPER LEVEL MODULE E - PLUMBING       | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P1.2E       | UPPER LEVEL MODULE E - PLUMBING       | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P2.1A       | ROOF MODULE A - PLUMBING              | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P2.1A       | ROOF MODULE A - PLUMBING              | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P2.1B       | ROOF MODULE B - PLUMBING              | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P2.1B       | ROOF MODULE B - PLUMBING              | 1        | 08/22/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P2.1C       | ROOF MODULE C - PLUMBING              | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P2.1C       | ROOF MODULE C - PLUMBING              | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P2.1E       | ROOF MODULE E - PLUMBING              | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P2.1E       | ROOF MODULE E - PLUMBING              | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |



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|-------------|-----------------------------------------------|----------|--------------|---------------|--------------------------------|
| P3.1        | PLUMBING DETAILS                              | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P3.1        | PLUMBING DETAILS                              | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P3.2        | PLUMBING DETAILS                              | 0        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P3.3        | PLUMBING DETAILS                              | 0        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P4.1        | STORM DRAIN RISER DIAGRAM                     | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P4.1        | STORM DRAIN RISER DIAGRAM                     | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P4.2        | DOMESTIC WATER RISER DIAGRAM SECTION "A"      | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P4.2        | DOMESTIC WATER RISER DIAGRAM SECTION "A"      | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P4.3        | DOMESTIC WATER RISER DIAGRAM SECTION "B"      | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P4.3        | DOMESTIC WATER RISER DIAGRAM SECTION "B"      | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P4.4        | DOMESTIC WATER RISER DIAGRAM SECTION "C"      | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P4.4        | DOMESTIC WATER RISER DIAGRAM SECTION "C"      | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P4.5        | DOMESTIC WATER RISER DIAGRAM SECTION "D"      | 0        | 06/15/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| P4.5        | DOMESTIC WATER RISER DIAGRAM SECTION "D"      | 1        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P5.3        | MODULE A SANITARY RISER DIAGRAM               | 0        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P5.4        | MODULE B AND C - SANITARY RISER DIAGRAM       | 0        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| P5.5        | MODULE D - SANITARY RISER DIAGRAM             | 0        | 08/03/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| MECHANICAL  |                                               |          |              |               |                                |
| M0.0        | MECHANICAL LEGEND                             | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M0.0        | MECHANICAL LEGEND                             | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M1.1        | MAIN LEVEL ZONING PLAN                        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M1.1        | MAIN LEVEL ZONING PLAN                        | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M1.1A       | MAIN LEVEL MODULE A -AIR DISTRIBUTION         | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M1.1A       | MAIN LEVEL MODULE A -AIR DISTRIBUTION         | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M1.1B       | MAIN LEVEL MODULE B - AIR DISTRIBUTION        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M1.1B       | MAIN LEVEL MODULE B - AIR DISTRIBUTION        | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M1.1CD      | MAIN LEVEL MODULE C AND D - AIR DISTRIBUTION  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M1.1CD      | MAIN LEVEL MODULE C AND D - AIR DISTRIBUTION  | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M1.1E       | MAIN LEVEL MODULE E - AIR DISTRIBUTION        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M1.1E       | MAIN LEVEL MODULE E - AIR DISTRIBUTION        | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M1.2        | UPPER LEVEL ZONING PLAN                       | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M1.2        | UPPER LEVEL ZONING PLAN                       | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M1.2A       | UPPER LEVEL MODULE A - AIR DISTRIBUTION       | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M1.2A       | UPPER LEVEL MODULE A - AIR DISTRIBUTION       | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M1.2B       | UPPER LEVEL MODULE B - AIR DISTRIBUTION       | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M1.2B       | UPPER LEVEL MODULE B - AIR DISTRIBUTION       | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M1.2CD      | UPPER LEVEL MODULE C AND D - AIR DISTRIBUTION | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M1.2CD      | UPPER LEVEL MODULE C AND D - AIR DISTRIBUTION | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |



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|-------------|-----------------------------------------|----------|--------------|---------------|--------------------------------|
| M1.2E       | UPPER LEVEL MODULE E - AIR DISTRIBUTION | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M1.2E       | UPPER LEVEL MODULE E - AIR DISTRIBUTION | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M2.1A       | MAIN LEVEL MODULE A - HYDRONICS         | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M2.1A       | MAIN LEVEL MODULE A - HYDRONICS         | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M2.1B       | MAIN LEVEL MODULE B - HYDRONICS         | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M2.1B       | MAIN LEVEL MODULE B - HYDRONICS         | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M2.1CD      | MAIN LEVEL MODULE C AND D - HYDRONICS   | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M2.1CD      | MAIN LEVEL MODULE C AND D - HYDRONICS   | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M2.1E       | MAIN LEVEL MODULE E - HYDRONICS         | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M2.1E       | MAIN LEVEL MODULE E - HYDRONICS         | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M2.2A       | UPPER LEVEL MODULE A - HYDRONICS        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M2.2A       | UPPER LEVEL MODULE A - HYDRONICS        | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M2.2B       | UPPER LEVEL MODULE B - HYDRONICS        | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M2.2B       | UPPER LEVEL MODULE B - HYDRONICS        | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M2.2CD      | UPPER LEVEL MODULE C AND D - HYDRONICS  | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M2.2CD      | UPPER LEVEL MODULE C AND D - HYDRONICS  | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M3.0        | MECHANICAL ROOF                         | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M3.0        | MECHANICAL ROOF                         | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M5.0        | ENLARGED MECHANICAL ROOM                | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M5.0        | ENLARGED MECHANICAL ROOM                | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M6.0        | MECHANICAL SCHEDULES                    | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M6.0        | MECHANICAL SCHEDULES                    | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M8.0        | MECHANICAL DETAILS                      | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M8.0        | MECHANICAL DETAILS                      | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M8.1        | MECHANICAL DETAILS                      | 0        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M8.2        | MECHANICAL DETAILS                      | 0        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M9.0        | MECHANICAL CONTROLS                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M9.0        | MECHANICAL CONTROLS                     | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M9.1        | MECHANICAL CONTROLS                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M9.1        | MECHANICAL CONTROLS                     | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| M9.2        | MECHANICAL CONTROLS                     | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| M9.2        | MECHANICAL CONTROLS                     | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| ELECTRICAL  |                                         |          |              |               |                                |
| E0.01       | ELECTRICAL LEGEND                       | 0        | 09/12/2016   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E0.01       | ELECTRICAL LEGEND                       | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E1.1A       | MAIN LEVEL LIGHTING PLAN - MODULE A     | 0        | 07/11/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E1.1A       | MAIN LEVEL LIGHTING PLAN - MODULE A     | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E1.1B       | MAIN LEVEL LIGHTING PLAN - MODULE B     | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |



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| E1.1B       | MAIN LEVEL LIGHTING PLAN - MODULE B      | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E1.1CD      | MAIN LEVEL LIGHTING PLAN - MODULES C & D | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E1.1CD      | MAIN LEVEL LIGHTING PLAN - MODULES C & D | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E1.1E       | MAIN LEVEL LIGHTING PLAN - MODULE E      | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E1.1E       | MAIN LEVEL LIGHTING PLAN - MODULE E      | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E1.2A       | MEZZANINE LEVEL LIGHTING PLAN - MODULE A | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E1.2A       | MEZZANINE LEVEL LIGHTING PLAN - MODULE A | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E1.2B       | MEZZANINE LEVEL LIGHTING PLAN - MODULE B | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E1.2B       | MEZZANINE LEVEL LIGHTING PLAN - MODULE B | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E1.2C       | MEZZANINE LEVEL LIGHTING PLAN - MODULE C | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E1.2C       | MEZZANINE LEVEL LIGHTING PLAN - MODULE C | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E1.2E       | MEZZANINE LEVEL LIGHTING PLAN - MODULE E | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E1.2E       | MEZZANINE LEVEL LIGHTING PLAN - MODULE E | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E2.1        | MAIN LEVEL POWER PLAN                    | 0        | 12/15/2021   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E2.1        | MAIN LEVEL POWER PLAN                    | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E2.1A       | MAIN LEVEL POWER PLAN - MODULE A         | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E2.1A       | MAIN LEVEL POWER PLAN - MODULE A         | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E2.1B       | MAIN LEVEL POWER PLAN - MODULE B         | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E2.1B       | MAIN LEVEL POWER PLAN - MODULE B         | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E2.1CD      | MAIN LEVEL POWER PLAN - MODULES C & D    | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E2.1CD      | MAIN LEVEL POWER PLAN - MODULES C & D    | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E2.1E       | MAIN LEVEL POWER PLAN - MODULE E         | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E2.1E       | MAIN LEVEL POWER PLAN - MODULE E         | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E2.2        | SECOND FLOOR POWER PLAN                  | 0        | 08/23/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E2.2        | SECOND FLOOR POWER PLAN                  | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E2.2A       | MEZZANINE LEVEL POWER PLAN - MODULE A    | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E2.2A       | MEZZANINE LEVEL POWER PLAN - MODULE A    | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E2.2B       | MEZZANINE LEVEL POWER PLAN - MODULE B    | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E2.2B       | MEZZANINE LEVEL POWER PLAN - MODULE B    | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E2.2C       | MEZZANINE LEVEL POWER PLAN - MODULE C    | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E2.2C       | MEZZANINE LEVEL POWER PLAN - MODULE C    | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E2.2E       | MEZZANINE LEVEL POWER PLAN - MODULE E    | 0        | 09/08/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E2.2E       | MEZZANINE LEVEL POWER PLAN - MODULE E    | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E2.3        | ROOF POWER PLAN                          | 0        | 08/23/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E2.3        | ROOF POWER PLAN                          | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E4.1A       | MAIN LEVEL FIRE ALARM PLAN - MODULE A    | 0        | 09/13/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E4.1A       | MAIN LEVEL FIRE ALARM PLAN - MODULE A    | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E4.1B       | MAIN LEVEL FIRE ALARM PLAN - MODULE B    | 0        | 09/13/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |





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| E4.1B       | MAIN LEVEL FIRE ALARM PLAN - MODULE B      | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E4.1CD      | MAIN LEVEL FIRE ALARM PLAN - MODULES C&D   | 0        | 09/13/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E4.1CD      | MAIN LEVEL FIRE ALARM PLAN - MODULES C&D   | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E4.1E       | MAIN LEVEL FIRE ALARM PLAN - MODULE E      | 0        | 09/13/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E4.1E       | MAIN LEVEL FIRE ALARM PLAN - MODULE E      | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E4.2A       | MEZZANINE LEVEL FIRE ALARM PLAN - MODULE A | 0        | 09/13/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E4.2A       | MEZZANINE LEVEL FIRE ALARM PLAN - MODULE A | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E4.2B       | MEZZANINE LEVEL FIRE ALARM PLAN - MODULE B | 0        | 09/13/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E4.2B       | MEZZANINE LEVEL FIRE ALARM PLAN - MODULE B | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E4.2C       | MEZZANINE LEVEL FIRE ALARM PLAN - MODULE C | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E4.2C       | MEZZANINE LEVEL FIRE ALARM PLAN - MODULE C | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E4.2E       | MEZZANINE LEVEL FIRE ALARM PLAN - MODULE E | 0        | 09/13/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E4.2E       | MEZZANINE LEVEL FIRE ALARM PLAN - MODULE E | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E7.1        | ONE-LINE DIAGRAM                           | 0        | 03/30/2021   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E7.1        | ONE-LINE DIAGRAM                           | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E7.2        | ELECTRICAL DIAGRAMS                        | 0        | 12/15/2021   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E7.2        | ELECTRICAL DIAGRAMS                        | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E8.1        | ELECTRICAL SCHEDULES                       | 0        | 12/14/2021   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E8.1        | ELECTRICAL SCHEDULES                       | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E8.2        | PANELBOARD SCHEDULES                       | 0        | 10/14/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E8.2        | PANELBOARD SCHEDULES                       | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E8.3        | PANELBOARD SCHEDULES                       | 0        | 10/14/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E8.3        | PANELBOARD SCHEDULES                       | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E8.4        | PANELBOARD SCHEDULES                       | 0        | 10/14/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E8.4        | PANELBOARD SCHEDULES                       | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E9.1        | ELECTRICAL SITE DETAILS                    | 0        | 07/11/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E9.1        | ELECTRICAL SITE DETAILS                    | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E9.2        | LIGHTING DETAILS                           | 0        | 12/14/2021   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E9.2        | LIGHTING DETAILS                           | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| E9.3        | POWER DETAILS                              | 0        | 12/15/2021   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| E9.3        | POWER DETAILS                              | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| EU100       | ELECTRICAL SITE PLAN                       | 0        | 08/04/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| EU100       | ELECTRICAL SITE PLAN                       | 1        | 08/25/2023   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| TECHNOLOGY  |                                            |          |              |               |                                |
| T1.1A       | MAIN LEVEL TECHNOLOGY PLAN - MODULE A      | 0        | 09/14/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| T1.1A       | MAIN LEVEL TECHNOLOGY PLAN - MODULE A      | 1        | 09/14/2022   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| T1.1B       | MAIN LEVEL TECHNOLOGY PLAN - MODULE B      | 0        | 09/14/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| T1.1B       | MAIN LEVEL TECHNOLOGY PLAN - MODULE B      | 1        | 09/14/2022   | 08/28/2023    | 75% CD Progress Set (08/04/23) |





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| T1.1CD          | MAIN LEVEL TECHNOLOGY PLAN - MODULES C&D   | 0        | 09/14/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| T1.1CD          | MAIN LEVEL TECHNOLOGY PLAN - MODULES C&D   | 1        | 09/14/2022   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| T1.1E           | MAIN LEVEL TECHNOLOGY PLAN - MODULE E      | 0        | 09/14/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| T1.1E           | MAIN LEVEL TECHNOLOGY PLAN - MODULE E      | 1        | 09/14/2022   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| T1.2            | MEZZANINE LEVEL TECHNOLOGY PLAN            | 0        | 09/14/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| T1.2            | MEZZANINE LEVEL TECHNOLOGY PLAN            | 1        | 09/14/2022   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| T1.2A           | MEZZANINE LEVEL TECHNOLOGY PLAN - MODULE A | 0        | 09/14/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| T1.2A           | MEZZANINE LEVEL TECHNOLOGY PLAN - MODULE A | 1        | 09/14/2022   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| T1.2B           | MEZZANINE LEVEL TECHNOLOGY PLAN - MODULE B | 0        | 09/14/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| T1.2B           | MEZZANINE LEVEL TECHNOLOGY PLAN - MODULE B | 1        | 09/14/2022   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| T1.2C           | MEZZANINE LEVEL TECHNOLOGY PLAN - MODULE C | 0        | 09/14/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| T1.2C           | MEZZANINE LEVEL TECHNOLOGY PLAN - MODULE C | 1        | 09/14/2022   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| T1.2E           | MEZZANINE LEVEL TECHNOLOGY PLAN - MODULE E | 0        | 09/14/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| T1.2E           | MEZZANINE LEVEL TECHNOLOGY PLAN - MODULE E | 1        | 09/14/2022   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| T5.1            | TECHNOLOGY TELECOM DETAILS                 | 0        | 09/14/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| T5.1            | TECHNOLOGY TELECOM DETAILS                 | 1        | 09/14/2022   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| T5.2            | SECURITY VIDEO SYSTEM DETAILS              | 0        | 09/16/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| T5.2            | SECURITY VIDEO SYSTEM DETAILS              | 1        | 09/16/2022   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| T5.3            | SECURITY ACCESS CONTROL SYSTEM DETAILS     | 0        | 09/16/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| T5.3            | SECURITY ACCESS CONTROL SYSTEM DETAILS     | 1        | 09/16/2022   | 08/28/2023    | 75% CD Progress Set (08/04/23) |
| <b>AQUATICS</b> |                                            |          |              |               |                                |
| AQ0.0           | POOL REFERENCE PLAN                        | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ1.0           | LAP POOL STRUCTURAL PLAN                   | 0        | 07/14/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ1.1           | LEISURE POOL STRUCTURAL PLAN               | 0        | 07/14/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ1.2           | POOL STRUCTURAL DETAILS                    | 0        | 07/14/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ1.3           | POOL STRUCTURAL SECTIONS                   | 0        | 07/14/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ1.4           | POOL STRUCTURAL SECTIONS                   | 0        | 07/14/2023   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ2.0           | LAP POOL PLAN & SECTIONS                   | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ2.1           | LAP POOL DETAILS                           | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ3.0           | LEISURE POOL PLAN                          | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ3.1           | LEISURE POOL SECTIONS & ENLARGED PLANS     | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ3.2           | WATERSLIDE PLAN, ELEVATION & DETAILS       | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ3.3           | LEISURE POOL DETAILS                       | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ5.0           | POOL SUCTION PIPING PLAN                   | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ5.1           | POOL RETURN PIPING PLAN                    | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ6.0           | POOL MECHANICAL ROOM PLAN & SECTION        | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ6.1           | POOL SURGE TANK PLAN & SECTIONS            | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ6.2           | POOL MECHANICAL ROOM DETAILS               | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |



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| AQ6.3       | POOL MECHANICAL ROOM DETAILS | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ6.4       | POOL MECHANICAL ROOM DETAILS | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |
| AQ7.0       | POOL SYSTEMS SCHEMATIC       | 0        | 11/22/2022   | 08/04/2023    | 75% CD Progress Set (08/04/23) |



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## Current Specifications

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| <b>00 - Procurement and Contracting Requirements</b> |                                                      |          |             |               |                     |
| 000110                                               | Table of Contents                                    | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>03 - Concrete</b>                                 |                                                      |          |             |               |                     |
| 031000                                               | Concrete Forming and Accessories                     | 1        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 032000                                               | Concrete Reinforcing                                 | 1        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 033000                                               | Cast-in-Place Concrete                               | 1        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 034100                                               | Precast Structural Concrete                          | 1        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>04 - Masonry</b>                                  |                                                      |          |             |               |                     |
| 042000                                               | Unit Masonry                                         | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>05 - Metals</b>                                   |                                                      |          |             |               |                     |
| 051200                                               | Structural Steel Framing                             | 1        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 052100                                               | Steel Joist Framing                                  | 1        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 053100                                               | Steel Decking                                        | 1        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 054000                                               | Cold-Formed Metal Framing                            | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 055000                                               | Metal Fabrications                                   | 1        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 055113                                               | Metal Pan Stairs                                     | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 055213.13                                            | Interior Pipe and Tube Railings                      | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>06 - Wood, Plastics, and Composites</b>           |                                                      |          |             |               |                     |
| 061053                                               | Miscellaneous Rough Carpentry                        | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 061600                                               | Sheathing                                            | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 064116                                               | Plastic-Laminate-Faced Architectural Cabinets        | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>07 - Thermal and Moisture Protection</b>          |                                                      |          |             |               |                     |
| 071326                                               | Self-Adhering Sheet Waterproofing                    | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 072100                                               | Thermal Insulation                                   | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 072729                                               | Liquid-Applied Air-Barrier Coatings                  | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 074213.23                                            | Metal Composite Material Wall Panels                 | 0        | 08/04/23    | 09/13/23      | 75% CD Progress Set |
| 074800                                               | Rainscreen Attachment System                         | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 075423                                               | Thermoplastic-Polyolefin (TPO) Roofing               | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 077100                                               | Roof Specialties                                     | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>08 - Openings</b>                                 |                                                      |          |             |               |                     |
| 081113                                               | Hollow Metal Doors and Frames                        | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 081416                                               | Flush Wood Doors                                     | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 083010                                               | Fiberglass Reinforced Plastic (FRP) Doors and Frames | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |



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| 084113                          | Aluminum-Framed Entrances and Storefronts            | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 084229.23                       | Sliding Automatic Entrances                          | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 084413                          | Glazed Aluminum Curtain Walls                        | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 087100                          | Door Hardware                                        | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>09 - Finishes</b>            |                                                      |          |             |               |                     |
| 092513.13                       | Acrylic Plaster Finish for Pool Rooms                | 0        | 08/04/23    | 09/13/23      | 75% CD Progress Set |
| 095113                          | Acoustical Panel Ceilings                            | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 096466                          | Wood Athletic Flooring                               | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 096513                          | Resilient Base and Accessories                       | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 096566                          | Resilient Athletic Flooring                          | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 096726                          | Epoxy Flooring                                       | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 096766                          | Fluid-Applied Athletic Flooring                      | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 096813                          | Tile Carpeting                                       | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>10 - Specialties</b>         |                                                      |          |             |               |                     |
| 102113.17                       | Phenolic-Core Toilet Compartments                    | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 102239                          | Folding Panel Partitions                             | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 105123                          | Plastic-Laminate-Clad Lockers                        | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 107516                          | Ground-Set Flagpoles                                 | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>11 - Equipment</b>           |                                                      |          |             |               |                     |
| 116623                          | Gymnasium Equipment                                  | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 116653                          | Gymnasium Dividers                                   | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>12 - Furnishings</b>         |                                                      |          |             |               |                     |
| 122413                          | Roller Window Shades                                 | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 123661.16                       | Solid Surfacing Countertops                          | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 123661.19                       | Quartz Agglomerate Countertops                       | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>14 - Conveying Equipment</b> |                                                      |          |             |               |                     |
| 142400                          | Hydraulic Elevators                                  | 0        | 08/04/23    | 08/30/23      | 75% CD Progress Set |
| <b>21 - Fire Suppression</b>    |                                                      |          |             |               |                     |
| 210500                          | Basic Fire Protection Materials and Methods          | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 210517                          | Sleeves and Sleeve Seals for Fire-Suppression Piping | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 210518                          | Escutcheons for Fire-Suppression Piping              | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 211313                          | Wet-Pipe Sprinkler Systems                           | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 211316                          | Dry-Pipe Sprinkler Systems                           | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>22 - Plumbing</b>            |                                                      |          |             |               |                     |
| 220500                          | Common Work Results for Plumbing                     | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 220513                          | Common Motor Requirements for Plumbing Equipment     | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 220517                          | Sleeves and Sleeve Seals for Plumbing Piping         | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |



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| 220518                                                        | Escutcheons for Plumbing Piping                        | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 220519                                                        | Meters and Gages for Plumbing Piping                   | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 220523                                                        | General-Duty Valves for Plumbing Piping                | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 220529                                                        | Hangers and Supports for Plumbing Piping and Equipment | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 220553                                                        | Identification for Plumbing Piping and Equipment       | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 220719                                                        | Plumbing Piping Insulation                             | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 221116                                                        | Domestic Water Piping                                  | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 221119                                                        | Domestic Water Piping Specialties                      | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 221316                                                        | Sanitary Waste, Storm Drainage, and Vent Piping        | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 221319                                                        | Sanitary Waste and Storm Drainage Piping Specialties   | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 221613                                                        | Fuel Gas Piping                                        | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 223100                                                        | Domestic Water Softeners                               | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 223300                                                        | Electric Domestic Water Heaters                        | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 223400                                                        | Fuel-Fired Domestic Water Heaters                      | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 224200                                                        | Plumbing Fixtures                                      | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>23 - Heating, Ventilating, and Air Conditioning (HVAC)</b> |                                                        |          |             |               |                     |
| 230500                                                        | Common Work Results for HVAC                           | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 230513                                                        | Common Motor Requirements for HVAC Equipment           | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 230519                                                        | Meters and Gages for HVAC Piping                       | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 230523                                                        | General-Duty Valves for HVAC Piping                    | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 230529                                                        | Hangers and Supports for HVAC Piping and Equipment     | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 230553                                                        | Identification for HVAC Piping and Equipment           | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 230593                                                        | Testing, Adjusting, and Balancing for HVAC             | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 230700                                                        | HVAC Insulation                                        | 1        | 08/04/23    | 09/13/23      | 75% CD Progress Set |
| 230900                                                        | Environmental Control System                           | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 232113                                                        | Hydronic Piping                                        | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 232123                                                        | Hydronic Pumps                                         | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 232300                                                        | Refrigerant Piping                                     | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 232500                                                        | HVAC Water Treatment                                   | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 232923                                                        | Variable Frequency Motor Controllers                   | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 233113                                                        | Metal Ducts                                            | 1        | 08/04/23    | 09/13/23      | 75% CD Progress Set |
| 233116                                                        | Nonmetal Ducts                                         | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 233300                                                        | Air Duct Accessories                                   | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 233423                                                        | HVAC Power Ventilators                                 | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 233600                                                        | Air Terminal Units                                     | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 233713                                                        | Diffusers, Registers, and Grilles                      | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 235216                                                        | Condensing Boilers                                     | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |



Hagerman, Inc.

Printed on Tue Sep 26, 2023 at 08:11 am EDT

Job #: 21-1846-Q Fishers Park Comm Center

Fishers, Indiana

| Number                                     | Description                                            | Revision | Issued Date | Received Date | Set                 |
|--------------------------------------------|--------------------------------------------------------|----------|-------------|---------------|---------------------|
| 236428                                     | Water to Water Heat Pump                               | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 237200                                     | Air-to-Air Energy Recovery Equipment                   | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 238119                                     | Packaged Rooftop Air-Conditioners                      | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 238123                                     | Computer-Room Air-Conditioners                         | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 238141                                     | Water-Source Heat Pumps                                | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 238239                                     | Unit Heaters                                           | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>26 - Electrical</b>                     |                                                        |          |             |               |                     |
| 260010                                     | General Requirements for Electrical Systems            | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 260500                                     | Common Work Results for Electrical Systems             | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 260519                                     | Low-Voltage Electrical Power Conductors and Cables     | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 260526                                     | Grounding and Bonding for Electrical Systems           | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 260533                                     | Raceway and Boxes for Electrical Systems               | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 260543                                     | Underground Ducts and Raceways for Electrical Systems  | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 260548                                     | Seismic Controls for Electrical Systems                | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 260553                                     | Identification for Electrical Systems                  | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 260573                                     | Power System Studies                                   | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 260923                                     | Lighting Control Devices                               | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 262200                                     | Low-Voltage Transformers                               | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 262413                                     | Switchboards                                           | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 262416                                     | Panelboards                                            | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 262726                                     | Wiring Devices                                         | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 262813                                     | Fuses                                                  | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 262816                                     | Enclosed Switches and Circuit Breakers                 | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 262900                                     | Motor Controllers                                      | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 264300                                     | Surge Protection Devices                               | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 265000                                     | Lighting                                               | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>27 - Communications</b>                 |                                                        |          |             |               |                     |
| 270010                                     | Supplemental Requirements for Communications           | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 270526                                     | Grounding and Bonding for Communications Systems       | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 270528                                     | Pathways for Communications Systems                    | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 270536                                     | Cable Trays for Communications Systems                 | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 271100                                     | Communications Equipment Room Fittings                 | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| <b>28 - Electronic Safety and Security</b> |                                                        |          |             |               |                     |
| 281643                                     | Access Control System                                  | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 282300                                     | Video Surveillance System                              | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 284613                                     | Addressable Fire Alarm Systems                         | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |
| 284800                                     | Two Way Emergency Communications for Rescue Assistance | 0        | 08/04/23    | 08/04/23      | 75% CD Progress Set |

**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.

# RAYMOND JAMES

December 7, 2023

Re: City of Fishers, Indiana, Build Operate Transfer Financing

On behalf of Raymond James Capital Funding, Inc., we are pleased to submit the attached term sheet including the terms and conditions applicable to make a fixed rate loan to Hagerman GM REC Center, LLC (“Borrower”) operating on behalf of the City of Fishers (the “City”) pursuant to a December \_\_2023 Building Operate Transfer Agreement entered into pursuant to and consistent with Ind. Code § 5-23 *et. seq.*

## **Transaction Overview**

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Borrower:</b>         | Hagerman GM REC Center, LLC                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Lender:</b>           | Raymond James Capital Funding, Inc. – a subsidiary of Raymond James Bank (the “Lender”)                                                                                                                                                                                                                                                                                                                        |
| <b>Facility/Purpose:</b> | The obligation will be in the form of a fixed rate loan to the Borrower (the “2024 Financing”) with the proceeds used to finance a 105,000 square-foot community/recreation center (the “Project”). The 2024 Financing will be fully funded at closing.                                                                                                                                                        |
| <b>Amount:</b>           | Approximately \$62,000,000                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Security:</b>         | The city will enter into a build-operate-transfer agreement (the “Agreement”) with the Borrower. The City’s obligation under the Agreement to pay the interest due on the loan and to (a) pay the principal amount due; or (b) enter into a 10-year lease agreement with monthly payments equal to principal and interest amortized on a 20-year schedule, on the maturity date is absolute and unconditional. |
| <b>Closing Date:</b>     | On or before January 31, 2024 (the “Closing Date”)                                                                                                                                                                                                                                                                                                                                                             |
| <b>Term/Maturity:</b>    | The 2024 Financing shall mature no later than December 31, 2025. Interest payments on the outstanding principal balance of the 2024 Financing shall be calculated on a 30/360-day basis and paid semiannually on June 30 and December 31, beginning June 30, 2024.                                                                                                                                             |
| <b>Interest Rate:</b>    | The indicative tax-exempt interest rate on the 2024 Financing is <b>5.10%</b> . The rate may be held for a period up to 30 days at no additional cost to the Borrower and no rate lock agreement shall be required. If the 2024 Financing                                                                                                                                                                      |



does not close by the stated Closing Date, the rate may be reset subject to market conditions at the time of closing.

**Original Issue**

**Discount:**

The Lender will make the loan at a discount of 0.25% of the par amount of the 2024 Financing which discount shall be treated as original issue discount for Federal income tax purposes.

**Lender Counsel:**

The Lender shall be represented by Lender Counsel acceptable to both the Borrower and the Lender. Lender Counsel's responsibilities shall be limited to a review of documents with fees to be determined to be paid by the Borrower.

**Prepayment:**

The 2024 Financing may be prepaid in whole but not in part at any time at par.

**Tax Treatment:**

Interest on the 2024 Financing shall be excludable from gross income for federal income tax purposes. The Borrower shall covenant to perform all actions, functions, or requirements in order to maintain the tax-exempt status on the 2024 Financing. The Lender shall be provided an opinion of Counsel satisfactory to the Lender and its counsel, which concludes that interest on the 2024 Financing (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

**Taxability:**

The interest rate on the 2024 Financing shall be grossed-up for an event of taxability caused by actions or inactions of the Borrower. Upon an event of taxability of the 2024 Financing, the interest rate shall increase to a taxable rate as of the date of a determination of taxability including a payment reflecting the difference between the tax-exempt and taxable rate from the determination of taxability plus any penalties and interest paid or payable by such Holder to the Internal Revenue Service by reason of such Determination of Taxability.

The interest rate on the 2024 Financing shall not be adjusted due to changes in the marginal corporate tax rate or capital requirements.

**Conditions**

**Precedent:**

The Lender shall require an opinion from the City's counsel that the loan and loan documents are exempt from registration and qualification under the Securities Act of 1933, as amended, and Trust Indenture Act of 1939, as amended as well as standard validity and enforceability opinions. The Borrower and its agents shall deliver closing documents and make representations customary in similar transactions and acceptable to the Lender. While a preliminary review was performed prior to the issuance of this term sheet, the final amount and terms shall be subject to credit approval as a condition precedent to closing this transaction.

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Covenants:</b>                     | The City shall incur no additional debt on the Project while the 2024 Financing remains outstanding. The City shall provide the Lender with annual audits within 210 days of the City's fiscal year-end and budgets within 30 days of adoption. The City shall also provide such other information as the Lender shall reasonably request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Default Rate:</b>                  | <p>Under any Event of Default, including but not limited to (i) a failure by the Borrower to timely pay any amount due under the 2024 Financing documents on the date on which such amount is due and payable under the terms of the 2024 Financing documents, or (ii) the failure by the Borrower to observe and perform any term or covenant, condition or agreement on its part to be observed or performed under the Note documents and such default shall continue and not be cured for a period of 30 days from the earlier of written notice of such default from the Lender or when the Borrower had knowledge of such default, or (iii) an event of default on any other debt of the Borrower, the interest rate on the 2024 Financing shall accrue at the Default Rate.</p> <p>The Default Rate shall be calculated at the greater of (a) the published Federal Reserve Bank's Prime Rate +3%, (b) the Federal Funds Rate +5%, or (c) 12%, per annum. Once the Event of Default is cured, the interest rate will revert to the rate effective prior to the event of default.</p>                                                                                                                                                                                              |
| <b>Waiver of Jury Trial:</b>          | The Borrower and the Lender shall waive, to the fullest extent permitted by law, any right to have a jury participate in resolving any dispute in any way related to the transactions contemplated hereby or any documents related thereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>No Advisory or Fiduciary Role:</b> | The Borrower acknowledges and agrees that: (i) information contained in this document regarding the 2024 Financing is for discussion purposes in anticipation of engaging in arm's length commercial transactions with the Borrower in which the Lender would be acting solely as a principal to make a loan to the Borrower, and not as a municipal advisor, financial advisor or fiduciary to the Borrower or any other person or entity regardless of whether the Lender or an affiliate has or is currently acting as such on a separate transaction; (ii) the Lender has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender or its affiliates have provided other services or are currently providing other services to the Borrower on other matters); (iii) the only obligations the Lender has to the Borrower with respect to the transaction contemplated hereby expressly are set forth in this term sheet and the financing documents; and (iv) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. |

**Disclaimer:**

This term sheet includes information related to a direct purchase transaction ("Direct Purchase"). Please be advised that Direct Purchase is a product offering of the Lender or a subsidiary thereof as lender/investor. Additionally, the Lender has financial and other interests that differ from your interests. In its capacity as lender/investor, Lender's sole role would be to enter into a loan agreement to provide funds for the purpose stated above. Lender will not have any duty or liability to any person or entity in connection with the information provided herein. The information provided is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934.

**Confidentiality:**

This term sheet is confidential and proprietary, and terms herein may not be disclosed without our prior written consent, except to your professional advisors in connection with the 2024 Financing who agree to be bound by such confidentiality requirements, or as may be required by law. Notwithstanding anything herein to the contrary, any party hereto may disclose to any and all persons, without limitation of any kind, the tax treatment or tax structure of this transaction. Furthermore, the parties to this transaction may disclose, as required by federal or state laws, any information as required to comply with such federal or state laws.

This term sheet will expire, and the transaction must close on or before January 31, 2024, unless extended by Lender. Thank you for the opportunity to be of service to the City of Fishers and Hagerman GM Rec Center, LLC. Should you have any questions, please contact me at the number below.

Sincerely,



Cord D. King  
Tax-Exempt Lending Manager  
Raymond James Capital Funding, Inc.  
710 Carillon Parkway  
St. Petersburg, FL 33716  
(p) 727.567.2055  
(c) 727.215.5226  
[cord.king@raymondjames.com](mailto:cord.king@raymondjames.com)

**Exhibit D**  
**Construction Schedule**  
*[separately provided]*



Author: Hagerman      Start Date: 8/18/2021  
Run Date: 8/18/2021      Finish Date: 10/20/2025  
Page: 1      Data Date: 12/5/2023





FPCC BOT Agreement  
Schedule

| Line | Activity ID | Activity Name | Percent complete | Duration | Start | Finish | 2023    |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           | 2024    |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           | 2025    |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |    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|      |             |               |                  |          |       |        | 2023    |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           | 2024    |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           | 2025    |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |    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     |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |
|      |             |               |                  |          |       |        | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September |



Milestone Appearances

Summary Task      Task      Buffer Task

Hammock Task      Progressed Task      Milestone

Expanded Task      Critical Task      Milestone





FPCC BOT Agreement  
Schedule

| Line                                  | Activity ID | Activity Name                                               | Percent complete | Duration | Start      | Finish     | 2023                                                                               |          |          |         |          |       |       |     |      |      |        |           | 2024    |          |          |         |          |       |       |     |      |      |        |           | 2025    |          |          |  |  |  |  |  |  |  |  |  |
|---------------------------------------|-------------|-------------------------------------------------------------|------------------|----------|------------|------------|------------------------------------------------------------------------------------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|--|--|--|--|--|--|--|--|--|
|                                       |             |                                                             |                  |          |            |            | October                                                                            | November | December | January | February | March | April | May | June | July | August | September | October | November | December | January | February | March | April | May | June | July | August | September | October | November | December |  |  |  |  |  |  |  |  |  |
| 97                                    | 8330        | Underslab Plumbing (C)                                      | 0%               | 5d       | 8/26/2024  | 8/30/2024  | <div><div></div></div> Underslab Plumbing (C)                                      |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 98                                    | 8340        | Underslab Plumbing (B)                                      | 0%               | 10d      | 9/24/2024  | 10/7/2024  | <div><div></div></div> Underslab Plumbing (B)                                      |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 99                                    | 8350        | Underslab Plumbing (A)                                      | 0%               | 10d      | 10/22/2024 | 11/4/2024  | <div><div></div></div> Underslab Plumbing (A)                                      |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 100                                   | 8360        | Underslab Plumbing (D)                                      | 0%               | 10d      | 11/5/2024  | 11/18/2024 | <div><div></div></div> Underslab Plumbing (D)                                      |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 101                                   | 8370        | Underslab Mechanical (A)                                    | 0%               | 10d      | 11/5/2024  | 11/18/2024 | <div><div></div></div> Underslab Mechanical (A)                                    |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 102                                   | 8400        | Envelope                                                    | 0%               | 315d     | 11/5/2024  | 4/9/2025   | <div><div></div></div> Envelope                                                    |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 103                                   | 8700        | Fireproofing                                                | 0%               | 20d      | 11/5/2024  | 12/4/2024  | <div><div></div></div> Fireproofing                                                |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 104                                   | 8500        | Roof Drains and Piping                                      | 0%               | 15d      | 12/5/2024  | 12/27/2024 | <div><div></div></div> Roof Drains and Piping                                      |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 105                                   | 8800        | CMU (A & B)                                                 | 0%               | 20d      | 12/5/2024  | 1/8/2025   | <div><div></div></div> CMU (A & B)                                                 |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 106                                   | 8900        | Metal Stud Framing                                          | 0%               | 30d      | 12/5/2024  | 1/22/2025  | <div><div></div></div> Metal Stud Framing                                          |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 107                                   | 9000        | Wood Blocking Parapets                                      | 0%               | 10d      | 1/16/2025  | 1/29/2025  | <div><div></div></div> Wood Blocking Parapets                                      |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 108                                   | 1000        | Sheathing                                                   | 0%               | 20d      | 1/23/2025  | 2/19/2025  | <div><div></div></div> Sheathing                                                   |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 109                                   | 1010        | Fluid-Applied Vapor Barrier                                 | 0%               | 10d      | 2/13/2025  | 2/26/2025  | <div><div></div></div> Fluid-Applied Vapor Barrier                                 |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 110                                   | 1020        | Masonry Veneer with Insulation                              | 0%               | 30d      | 2/27/2025  | 4/9/2025   | <div><div></div></div> Masonry Veneer with Insulation                              |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 111                                   | 1030        | Z-Girts with Insulation, Metal Panels and Soffits           | 0%               | 30d      | 2/27/2025  | 4/9/2025   | <div><div></div></div> Z-Girts with Insulation, Metal Panels and Soffits           |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 112                                   | 1050        | Curtain Wall                                                | 0%               | 30d      | 2/27/2025  | 4/9/2025   | <div><div></div></div> Curtain Wall                                                |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 113                                   | 1060        | Storefront                                                  | 0%               | 30d      | 2/27/2025  | 4/9/2025   | <div><div></div></div> Storefront                                                  |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 114                                   | 1050        | Roofing System                                              | 0%               | 45d      | 12/19/2024 | 2/26/2025  | <div><div></div></div> Roofing System                                              |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 115                                   | 1060        | Roof Equipment Curbs                                        | 0%               | 10d      | 11/5/2024  | 11/18/2024 | <div><div></div></div> Roof Equipment Curbs                                        |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 116                                   | 1070        | Set AHUs                                                    | 0%               | 5d       | 2/27/2025  | 3/5/2025   | <div><div></div></div> Set AHUs                                                    |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 117                                   | 1080        | Roof Screenwall                                             | 0%               | 10d      | 3/6/2025   | 3/19/2025  | <div><div></div></div> Roof Screenwall                                             |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 118                                   | 1100        | Build Out                                                   | 0%               | 1344d    | 11/19/2024 | 9/24/2025  | <div><div></div></div> Build Out                                                   |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 119                                   | 1420        | Main Level                                                  | 0%               | 1074d    | 11/19/2024 | 9/24/2025  | <div><div></div></div> Main Level                                                  |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 120                                   | 1430        | Pool (B)                                                    | 0%               | 185d     | 11/19/2024 | 7/30/2025  | <div><div></div></div> Pool (B)                                                    |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 121                                   | 1431        | MEP OH Rough Ins                                            | 0%               | 20d      | 11/19/2024 | 12/18/2024 | <div><div></div></div> MEP OH Rough Ins                                            |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 122                                   | 1440        | Excavate Pools                                              | 0%               | 10d      | 12/19/2024 | 1/8/2025   | <div><div></div></div> Excavate Pools                                              |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 123                                   | 1450        | Pool Piping                                                 | 0%               | 15d      | 1/9/2025   | 1/29/2025  | <div><div></div></div> Pool Piping                                                 |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 124                                   | 1460        | Prep & Pour Lap Pool                                        | 0%               | 10d      | 1/30/2025  | 2/12/2025  | <div><div></div></div> Prep & Pour Lap Pool                                        |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 125                                   | 1470        | Prep & Pour Leisure Pool                                    | 0%               | 10d      | 2/13/2025  | 2/26/2025  | <div><div></div></div> Prep & Pour Leisure Pool                                    |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 126                                   | 1480        | Waterslide and Stair Foundations                            | 0%               | 5d       | 2/27/2025  | 3/5/2025   | <div><div></div></div> Waterslide and Stair Foundations                            |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 127                                   | 1490        | Prep & Pour Pool Deck                                       | 0%               | 10d      | 3/6/2025   | 3/19/2025  | <div><div></div></div> Prep & Pour Pool Deck                                       |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| 128                                   | 1560        | Pool Accessories (Slide, Climbing Wall, Ninja Course, Etc.) | 0%               | 30d      | 3/20/2025  | 5/7/2025   | <div><div></div></div> Pool Accessories (Slide, Climbing Wall, Ninja Course, Etc.) |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| Milestone Appearances                 |             |                                                             |                  |          |            |            |                                                                                    |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |
| <div><div></div>Start Milestone</div> |             |                                                             |                  |          |            |            |                                                                                    |          |          |         |          |       |       |     |      |      |        |           |         |          |          |         |          |       |       |     |      |      |        |           |         |          |          |  |  |  |  |  |  |  |  |  |





Author: Hagerman      Start Date: 8/18/2021      Summary Task      Task      Buffer Task

Run Date: 8/18/2021      Finish Date: 10/20/2025      Hammer Task      Progressed Task

Page: 5      Data Date: 12/5/2023      Expanded Task      Critical Task      Milestone



Author: Hagerman      Start Date: 8/18/2021      Summary Task      Task      Buffer Task

Run Date: 8/18/2021      Finish Date: 10/20/2025      Hammock Task      Progressed Task

Page: 6      Data Date: 12/5/2023      Expanded Task      Critical Task      Milestone



Milestone Appearances

Summary task      Task      Buffer task

Hammock task      Progressed task

Expanded task      Critical task      Milestone



Milestone Appearances

 Start Milestone

Summary Task      Task      Buffer Task

Hammock Task      Progressed Task      Milestone

Expanded Task      Critical Task      Diamond



Milestone Appearances

Summary task      Task      Buffer task

Hammock task      Progressed task

Expanded task      Critical task      Milestone



Author: Hagerman      Start Date: 8/18/2021      Summary Task      Task  
 Run Date: 8/18/2021      Finish Date: 10/20/2025      Hammer Task      Progressed Task      Buffer Task  
 Page: 10      Data Date: 12/5/2023      Expanded Task      Critical Task      Milestone



**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 \_\_\_\_\_, 2023, 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**

# Fishers Recreation Center

Request for Payment Approval

Date: 12/5/2023

From: Hagerman GM Rec Center LLC

10315 Allisonville Rd.

Fishers, IN 46038

To: City of Fishers, Indiana

|                                                |                 |                 |
|------------------------------------------------|-----------------|-----------------|
| Original Contract Amount:                      | \$61,000,000.00 |                 |
| Owner's Allowance:                             | \$0.00          |                 |
| Aggregated BOT Contract and Owner's Allowance: |                 | \$61,000,000.00 |
| Contract Completed to Date:                    | \$0.00          |                 |
| Retainage (including current):                 | \$0.00          |                 |
| Total Completed Less Retainage:                |                 | \$0.00          |
| Less Previous Requests:                        | \$0.00          |                 |
| Current Request for Payment:                   |                 | \$0.00          |
| Current Billing:                               | \$0.00          |                 |
| Less Current Retainage:                        | \$0.00          |                 |
| Current Amount Due:                            |                 | \$0.00          |
| Remaining Contract to Bill:                    | \$61,000,000.00 |                 |

The undersigned contractor/developer certifies that to the best of the contractor's/developer's knowledge, information, and belief the work covered by this Request for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous Requests for Payment were issued, and that current payments requested herein are now due.

Requested by:

, Hagerman GM Rec Center, LLC

# Fishers Recreation Center

## Schedule of Values

| Item #            | Description of Expense                  | Budget           | Scoping Period  | Draw 1 | Draw 2 | Draw 3 | Draw 4 | Draw 5 | Draw 6 | Draw 7 | Draw 8 | Draw 9 | Total Paid to Date | Total Remaining  | % Complete |
|-------------------|-----------------------------------------|------------------|-----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------------------|------------------|------------|
| 1.00              | Scoping Period                          | \$ 2,878,413.75  | \$ 2,878,413.75 |        |        |        |        |        |        |        |        |        | \$ 2,878,413.75    | \$ -             | 100.00%    |
| 2.00              | Design Work                             | \$ 246,248.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 246,248.00    | 0.00%      |
| 3.00              | Engineering Site 2 Work                 | \$ 164,225.25    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 164,225.25    | 0.00%      |
| 4.00              | Specialty Consultants                   | \$ 410,286.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 410,286.00    | 0.00%      |
| 5.00              | Construction Staff                      | \$ 1,333,653.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 1,333,653.00  | 0.00%      |
| 6.00              | Construction General Conditions         | \$ 1,128,000.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 1,128,000.00  | 0.00%      |
| 7.00              | Payment and Performance Bonds           | \$ 510,000.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 510,000.00    | 0.00%      |
| 8.00              | Builders Risk                           | \$ 75,000.00     |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 75,000.00     | 0.00%      |
| 9.00              | Land Costs                              | \$ 5,814,623.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 5,814,623.00  | 0.00%      |
| 10.00             | Finance / Issuance Fees (Raymond James) | \$ 250,000.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 250,000.00    | 0.00%      |
| 11.00             | Sitework and Utilities                  | \$ 4,039,901.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 4,039,901.00  | 0.00%      |
| 12.00             | Asphalt Paving                          | \$ 1,312,944.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 1,312,944.00  | 0.00%      |
| 13.00             | Concrete Curbs and Walk                 | \$ 873,239.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 873,239.00    | 0.00%      |
| 14.00             | Site Fencing                            | \$ 169,744.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 169,744.00    | 0.00%      |
| 15.00             | Landscape                               | \$ 257,026.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 257,026.00    | 0.00%      |
| 16.00             | Lawn Irrigation                         | \$ 345,500.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 345,500.00    | 0.00%      |
| 17.00             | Building Concrete                       | \$ 2,058,650.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 2,058,650.00  | 0.00%      |
| 18.00             | Precast Wall Panels                     | \$ 1,335,340.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 1,335,340.00  | 0.00%      |
| 19.00             | Masonry                                 | \$ 1,256,333.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 1,256,333.00  | 0.00%      |
| 20.00             | Steel and Railings                      | \$ 4,303,776.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 4,303,776.00  | 0.00%      |
| 21.00             | Carpentry and Casework                  | \$ 653,311.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 653,311.00    | 0.00%      |
| 22.00             | Waterproofing                           | \$ 8,346.00      |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 8,346.00      | 0.00%      |
| 23.00             | Fluid Applied Air Barrier               | \$ 113,988.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 113,988.00    | 0.00%      |
| 24.00             | Roofing                                 | \$ 1,124,467.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 1,124,467.00  | 0.00%      |
| 25.00             | Metal Panels                            | \$ 953,283.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 953,283.00    | 0.00%      |
| 26.00             | Fire Proofing                           | \$ 350,527.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 350,527.00    | 0.00%      |
| 27.00             | Fire Stopping                           | \$ 27,820.00     |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 27,820.00     | 0.00%      |
| 28.00             | Joint Sealants                          | \$ 111,278.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 111,278.00    | 0.00%      |
| 29.00             | Aluminum Windows                        | \$ 1,465,091.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 1,465,091.00  | 0.00%      |
| 30.00             | Doors and Hardware                      | \$ 377,616.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 377,616.00    | 0.00%      |
| 31.00             | Interior Finishes                       | \$ 3,781,004.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 3,781,004.00  | 0.00%      |
| 32.00             | Specialties (Div 10)                    | \$ 357,630.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 357,630.00    | 0.00%      |
| 33.00             | Athletic Equipment                      | \$ 275,959.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 275,959.00    | 0.00%      |
| 34.00             | Turnstiles                              | \$ 132,931.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 132,931.00    | 0.00%      |
| 35.00             | Playground Equipment                    | \$ 1,386,189.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 1,386,189.00  | 0.00%      |
| 36.00             | Furnishings                             | \$ 1,914,921.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 1,914,921.00  | 0.00%      |
| 37.00             | Climbing Wall                           | \$ 50,000.00     |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 50,000.00     | 0.00%      |
| 38.00             | Ninja Cross System                      | \$ 380,000.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 380,000.00    | 0.00%      |
| 39.00             | Swimming Pool                           | \$ 2,880,000.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 2,880,000.00  | 0.00%      |
| 40.00             | Sauna                                   | \$ 84,000.00     |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 84,000.00     | 0.00%      |
| 41.00             | Elevator                                | \$ 109,053.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 109,053.00    | 0.00%      |
| 42.00             | Fire Protection                         | \$ 438,570.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 438,570.00    | 0.00%      |
| 43.00             | Mechanical and Plumbing                 | \$ 6,295,017.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 6,295,017.00  | 0.00%      |
| 44.00             | Electrical Work                         | \$ 3,322,215.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 3,322,215.00  | 0.00%      |
| 45.00             | Construction Contingency                | \$ 1,000,000.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 1,000,000.00  | 0.00%      |
| 46.00             | FF and E Allowance                      | \$ 639,600.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 639,600.00    | 0.00%      |
| 47.00             | Owner Allowance                         | \$ 168,505.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 168,505.00    | 0.00%      |
| 48.00             | Round About Allowance                   | \$ 2,500,000.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 2,500,000.00  | 0.00%      |
| 49.00             | CMc Fee @ (2%)                          | \$ 1,068,622.00  |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 1,068,622.00  | 0.00%      |
| 50.00             | Developer Fee @ (0.5%)                  | \$ 267,155.00    |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ 267,155.00    | 0.00%      |
| 51.00             | Retainage                               | \$ -             |                 |        |        |        |        |        |        |        |        |        | \$ -               | \$ -             | #DIV/0!    |
| Hard Costs Total: |                                         | \$ 61,000,000.00 | \$ 2,878,413.75 | \$ -   | \$ -   | \$ -   | \$ -   | \$ -   | \$ -   | \$ -   | \$ -   | \$ -   | \$ 2,878,413.75    | \$ 58,121,586.25 | 4.72%      |

**Exhibit F**  
**Executive Summary**

## **Hagerman GM Rec Center, LLC**

December 07, 2023

|                                                                                 |                   |
|---------------------------------------------------------------------------------|-------------------|
| Construction:                                                                   | \$ 48,706,495     |
| Construction Contingency:                                                       | \$ 1,000,000      |
| Future Round-About Allowance:                                                   | \$ 2,500,000      |
| Land Cost (through 1/31/24):                                                    |                   |
| Land                                                                            | \$ 5,477,448      |
| GL Insurance                                                                    | \$ 6,435          |
| Property Tax Allocation                                                         | \$ 2,500          |
| Interest at 6%                                                                  | \$ 164,455        |
| Loan Fees/Issuance Costs                                                        | <u>\$ 163,785</u> |
| Total Land:                                                                     | \$ 5,814,623      |
| P&P Bond/Builders Risk Insurance:                                               | \$ 585,000        |
| Financing/Issuance Fee's (Raymond James)                                        | \$ 250,000        |
| FF&E Allowance:                                                                 | \$ 639,600        |
| (Furniture/Childcare/Concession Equipment,<br>Portable Bleachers/Storage Racks) |                   |
| CM Fee (2%):                                                                    | \$ 1,068,622      |
| Developer Fee (0.5%):                                                           | \$ 267,155        |
| Owner Contingency:                                                              | <u>\$ 168,505</u> |
| <br>Total GMP/BOT Agreement:                                                    | <br>\$61,000,000  |



**Fishers Park Community  
Center**

Guaranteed Maximum Price Coste Estimate (R5)

City of Fishers

December 7, 2023

Total Building Area (SF): 102,500

| DESCRIPTION                            | QUANTITY | \$/SQFT   | TOTAL             |
|----------------------------------------|----------|-----------|-------------------|
| 00 00 00 Preconstruction Services      |          | \$        | 3,699,172         |
| 01 00 00 General Requirements          |          | \$        | 2,461,653         |
| 03 00 00 Concrete                      |          | \$        | 3,393,990         |
| 04 00 00 Masonry                       |          | \$        | 1,256,333         |
| 05 00 00 Metals                        |          | \$        | 4,303,776         |
| 06 00 00 Wood, Plastics, & Composites  |          | \$        | 653,311           |
| 07 00 00 Thermal & Moisture Protection |          | \$        | 2,689,708         |
| 08 00 00 Openings                      |          | \$        | 1,842,707         |
| 09 00 00 Finishes                      |          | \$        | 3,781,004         |
| 10 00 00 Specialties                   |          | \$        | 357,630           |
| 11 00 00 Equipment                     |          | \$        | 1,795,079         |
| 12 00 00 Furnishings                   |          | \$        | 1,914,921         |
| 13 00 00 Special Construction          |          | \$        | 3,394,000         |
| 14 00 00 Conveying Equipment           |          | \$        | 109,053           |
| 21 00 00 Fire Suppression              |          | \$        | 438,570           |
| 23 00 00 HVAC                          |          | \$        | 6,295,017         |
| 26 00 00 Electrical                    |          | \$        | 3,322,215         |
| 31 00 00 Earthwork                     |          | \$        | 2,278,091         |
| 32 00 00 Exterior Improvements         |          | \$        | 2,958,454         |
| 33 00 00 Utilities                     |          | \$        | 1,761,810         |
| <b>Direct Cost</b>                     |          | <b>\$</b> | <b>48,706,495</b> |
| Construction Contingency               |          | \$        | 1,000,000         |
| Roundabout (ALLOWANCE)                 |          | \$        | 2,500,000         |
| Land Acquisition                       |          | \$        | 5,814,623         |
| P&P Bond & Builders Risk Insurance     |          | \$        | 585,000           |
| Financing/Issuance Fee                 |          | \$        | 250,000           |
| FFE (ALLOWANCE)                        |          | \$        | 639,600           |
| CM Fee (2%)                            |          | \$        | 1,068,622         |
| Developer Fee (0.5%)                   |          | \$        | 267,155           |
| Owner Allowance                        |          | \$        | 168,505           |
| <b>Total Cost</b>                      |          | <b>\$</b> | <b>61,000,000</b> |



**Fishers Park Community  
Center**

Guaranteed Maximum Price Coste Estimate (R5)

City of Fishers

December 7, 2023

Total Building Area (SF): 102,500

| DESCRIPTION                                      |                                                      | QUANTITY   | UNIT COST |              | TOTAL        |
|--------------------------------------------------|------------------------------------------------------|------------|-----------|--------------|--------------|
| 00 00 00 Preconstruction Services                |                                                      |            |           |              |              |
| 1                                                | Preconstruction Services                             | 1 LS       | \$        | 99,220.00    | \$ 99,220    |
| 2                                                | Scoping Financing                                    | 1 LS       | \$        | 25,000.00    | \$ 25,000    |
| 3                                                | Added Design, Soil Borings, Site Survey              | 1 LS       | \$        | 702,949.00   | \$ 702,949   |
| 4                                                | Design & Engineering                                 | 1 LS       | \$        | 2,461,717.00 | \$ 2,461,717 |
| 5                                                | Specialty Consultants                                | 1 LS       | \$        | 410,286.00   | \$ 410,286   |
| Subtotal - 00 00 00 Preconstruction Services     |                                                      | 102,500 SF | \$        | 36.09        | \$ 3,699,172 |
| 01 00 00 General Requirements                    |                                                      |            |           |              |              |
| 6                                                | Construction Manager Contingency (see summary)       | 1 LS       | \$        | 0.00         | \$ 0         |
| 7                                                | General Conditions                                   | 1 LS       | \$        | 1,128,000.00 | \$ 1,128,000 |
| 8                                                | Project Staff                                        | 1 LS       | \$        | 1,333,653.00 | \$ 1,333,653 |
| Subtotal - 01 00 00 General Requirements         |                                                      | 102,500 SF | \$        | 24.02        | \$ 2,461,653 |
| 03 00 00 Concrete                                |                                                      |            |           |              |              |
| 9                                                | Building Concrete Sub                                | 1 LS       | \$        | 2,058,649.64 | \$ 2,058,650 |
| 10                                               | Precast Structural Panels Sub                        | 1 LS       | \$        | 1,335,340.31 | \$ 1,335,340 |
| Subtotal - 03 00 00 Concrete                     |                                                      | 102,500 SF | \$        | 33.11        | \$ 3,393,990 |
| 04 00 00 Masonry                                 |                                                      |            |           |              |              |
| 11                                               | Masonry Sub                                          | 1 LS       | \$        | 1,256,332.67 | \$ 1,256,333 |
| Subtotal - 04 00 00 Masonry                      |                                                      | 102,500 SF | \$        | 12.26        | \$ 1,256,333 |
| 05 00 00 Metals                                  |                                                      |            |           |              |              |
| 12                                               | Structural Steel Sub                                 | 1 LS       | \$        | 4,006,020.93 | \$ 4,006,021 |
| 13                                               | Lobby Railing                                        | 149 LF     | \$        | 550.83       | \$ 82,175    |
| 14                                               | Track Railing                                        | 531 LF     | \$        | 406.17       | \$ 215,580   |
| Subtotal - 05 00 00 Metals                       |                                                      | 102,500 SF | \$        | 41.99        | \$ 4,303,776 |
| 06 00 00 Wood, Plastics, & Composites            |                                                      |            |           |              |              |
| 15                                               | Rough Carpentry                                      | 1 LS       | \$        | 182,950.52   | \$ 182,951   |
| 16                                               | Misc Finish Carpentry                                | 1 LS       | \$        | 11,127.84    | \$ 11,128    |
| 17                                               | Wall Caps                                            | 67 LF      | \$        | 79.83        | \$ 5,357     |
| 18                                               | PLAM Shower Panels                                   | 701 SF     | \$        | 68.43        | \$ 47,986    |
| 19                                               | Casework Sub                                         | 1 LS       | \$        | 405,890.36   | \$ 405,890   |
| Subtotal - 06 00 00 Wood, Plastics, & Composites |                                                      | 102,500 SF | \$        | 6.37         | \$ 653,311   |
| 07 00 00 Thermal & Moisture Protection           |                                                      |            |           |              |              |
| 20                                               | Waterproofing of Elevator Pit                        | 1 LS       | \$        | 8,345.88     | \$ 8,346     |
| 21                                               | Fluid-Applied Membrane Air Barriers                  | 20,487 SF  | \$        | 5.56         | \$ 113,988   |
| 22                                               | Metal Wall Panels Sub                                | 1 LS       | \$        | 953,282.76   | \$ 953,283   |
| 23                                               | Change to MA or RB Roof system (Excluding Pool Area) | 1 LS       | \$        | -118,173.17  | \$ -118,173  |
| 24                                               | Change to standard metal details                     | 1 LS       | \$        | -55,496.74   | \$ -55,497   |
| 25                                               | Omit Coverboard (Excluding Pool Area)                | 1 LS       | \$        | -117,844.90  | \$ -117,845  |
| 26                                               | Omit Substrate Board (Excluding Pool Area)           | 1 LS       | \$        | -75,628.11   | \$ -75,628   |
| 27                                               | Roofing Sub                                          | 1 LS       | \$        | 1,491,609.62 | \$ 1,491,610 |
| 28                                               | Pedestal Paver System - ADD ALTERNATE                | 2,571 SF   | \$        | 0.00         | \$ 0         |
| 29                                               | Fireproofing                                         | 120,500 SF | \$        | 2.91         | \$ 350,527   |



**Fishers Park Community  
Center**

Guaranteed Maximum Price Coste Estimate (R5)

City of Fishers

December 7, 2023

Total Building Area (SF): 102,500

| DESCRIPTION                                                  |                                              | QUANTITY          | UNIT COST |              | TOTAL               |
|--------------------------------------------------------------|----------------------------------------------|-------------------|-----------|--------------|---------------------|
| 30                                                           | Firestopping                                 | 1 LS              | \$        | 27,819.59    | \$ 27,820           |
| 31                                                           | Joint Sealants                               | 102,500 SF        | \$        | 1.09         | \$ 111,278          |
| <b>Subtotal - 07 00 00 Thermal &amp; Moisture Protection</b> |                                              | <b>102,500 SF</b> | <b>\$</b> | <b>26.24</b> | <b>\$ 2,689,708</b> |
| <b>08 00 00 Openings</b>                                     |                                              |                   |           |              |                     |
| 32                                                           | Doors, Frames & Hardware Supply              | 1 LS              | \$        | 308,518.14   | \$ 308,518          |
| 33                                                           | Single Hollow Metal Frames - Drywall         | 64 EA             | \$        | 146.80       | \$ 9,395            |
| 34                                                           | Single Hollow Metal Frames - Masonry         | 24 EA             | \$        | 293.60       | \$ 7,046            |
| 35                                                           | Double Hollow Metal Frames - Drywall         | 6 EA              | \$        | 146.80       | \$ 881              |
| 36                                                           | Double Hollow Metal Frames - Masonry         | 8 EA              | \$        | 293.60       | \$ 2,349            |
| 37                                                           | Single Hollow Metal Doors                    | 3 EA              | \$        | 73.40        | \$ 220              |
| 38                                                           | Double Hollow Metal Doors                    | 1 EA              | \$        | 146.80       | \$ 147              |
| 39                                                           | Single Wood Doors                            | 87 EA             | \$        | 73.40        | \$ 6,386            |
| 40                                                           | Double Wood Doors                            | 12 EA             | \$        | 146.80       | \$ 1,762            |
| 41                                                           | Coiling Doors & Grilles Sub                  | 1 LS              | \$        | 14,305.95    | \$ 14,306           |
| 42                                                           | Glass/Glazing Sub                            | 1 LS              | \$        | 1,655,933.26 | \$ 1,655,933        |
| 43                                                           | Use 451T in lieu of 451UT                    | 1 LS              | \$        | -79,564.03   | \$ -79,564          |
| 44                                                           | Use Standard Color                           | 1 LS              | \$        | -111,278.36  | \$ -111,278         |
| 45                                                           | Door Hardware                                | 116 EA            | \$        | 229.37       | \$ 26,607           |
| <b>Subtotal - 08 00 00 Openings</b>                          |                                              | <b>102,500 SF</b> | <b>\$</b> | <b>17.98</b> | <b>\$ 1,842,707</b> |
| <b>09 00 00 Finishes</b>                                     |                                              |                   |           |              |                     |
| 46                                                           | Add for High Impact                          | 1 LS              | \$        | 63,428.66    | \$ 63,429           |
| 47                                                           | Gypsum Board Assemblies Sub                  | 1 LS              | \$        | 1,758,198.07 | \$ 1,758,198        |
| 48                                                           | Tile Sub                                     | 1 LS              | \$        | 595,339.22   | \$ 595,339          |
| 49                                                           | Synthetic Turf Flooring Sub                  | 1 LS              | \$        | 22,243.43    | \$ 22,243           |
| 50                                                           | Rubber Flooring Sub                          | 1 LS              | \$        | 203,902.01   | \$ 203,902          |
| 51                                                           | Playground Flooring - INCLUDED W/ PLAYGROUND | 1,657 SF          | \$        | 0.00         | \$ 0                |
| 52                                                           | Wood Flooring Sub                            | 1 LS              | \$        | 66,853.81    | \$ 66,854           |
| 53                                                           | Resilient Flooring Sub                       | 1 LS              | \$        | 373,919.77   | \$ 373,920          |
| 54                                                           | Omit Terrazzo Treads                         | 1 LS              | \$        | -55,639.18   | \$ -55,639          |
| 55                                                           | Terrazzo Sub                                 | 1 LS              | \$        | 66,767.02    | \$ 66,767           |
| 56                                                           | Fluid Applied Athletic Flooring Sub          | 1 LS              | \$        | 291,920.97   | \$ 291,921          |
| 57                                                           | Resinous Epoxy Sub                           | 1 LS              | \$        | 51,889.10    | \$ 51,889           |
| 58                                                           | Acoustical Wall Panels                       | 192 SF..          | \$        | 55.64        | \$ 10,683           |
| 59                                                           | Painting Sub                                 | 1 LS              | \$        | 331,498.23   | \$ 331,498          |
| <b>Subtotal - 09 00 00 Finishes</b>                          |                                              | <b>102,500 SF</b> | <b>\$</b> | <b>36.89</b> | <b>\$ 3,781,004</b> |
| <b>10 00 00 Specialties</b>                                  |                                              |                   |           |              |                     |
| 60                                                           | Misc. Specialties                            | 1 LS              | \$        | 11,127.84    | \$ 11,128           |
| 61                                                           | Display Cases (NIC)                          | 1 LS              | \$        | 0.01         | \$ 0                |
| 62                                                           | Interior Signage                             | 1 LS              | \$        | 11,557.37    | \$ 11,557           |
| 63                                                           | Monument Sign                                | 1 EA              | \$        | 16,691.75    | \$ 16,692           |
| 64                                                           | Toilet Compartments Sub                      | 1 LS              | \$        | 54,693.31    | \$ 54,693           |
| 65                                                           | Operable Partitions Sub                      | 1 LS              | \$        | 68,235.89    | \$ 68,236           |
| 66                                                           | Corner Guards                                | 54 EA             | \$        | 156.86       | \$ 8,470            |
| 67                                                           | Paper Towel Dispenser/Receptacle - M         | 24 EA             | \$        | 685.43       | \$ 16,450           |





**Fishers Park Community  
Center**

Guaranteed Maximum Price Coste Estimate (R5)

City of Fishers

December 7, 2023

Total Building Area (SF): 102,500

| DESCRIPTION                                     |                               | QUANTITY          | UNIT COST |              | TOTAL               |
|-------------------------------------------------|-------------------------------|-------------------|-----------|--------------|---------------------|
| 68                                              | Hand Dryer                    | 8 EA              | \$        | 981.39       | \$ 7,851            |
| 69                                              | Toilet Tissue Dispenser - F   | 28 EA             | \$        | 120.16       | \$ 3,364            |
| 70                                              | Grab Bars 24" - E1            | 10 EA             | \$        | 99.01        | \$ 990              |
| 71                                              | Grab Bars 36" - E             | 11 EA             | \$        | 99.01        | \$ 1,089            |
| 72                                              | Grab Bars 42" - D             | 52 EA             | \$        | 104.57       | \$ 5,438            |
| 73                                              | Soap Dispenser - K            | 15 EA             | \$        | 271.49       | \$ 4,072            |
| 74                                              | Napkin Disposal - G           | 24 EA             | \$        | 176.90       | \$ 4,246            |
| 75                                              | Coat Hooks - J                | 49 EA             | \$        | 40.61        | \$ 1,990            |
| 76                                              | Mop & Broom Holder            | 4 EA              | \$        | 271.49       | \$ 1,086            |
| 77                                              | Mirrors - N                   | 26 EA             | \$        | 268.14       | \$ 6,972            |
| 78                                              | H.C. Shower Seat              | 5 EA              | \$        | 647.55       | \$ 3,238            |
| 79                                              | Shower Rod & Curtain - T      | 10 EA             | \$        | 156.86       | \$ 1,569            |
| 80                                              | Baby Changing Station - Q     | 3 EA              | \$        | 519.58       | \$ 1,559            |
| 81                                              | Nursing Bench - Q1            | 1 EA              | \$        | 16,722.56    | \$ 16,723           |
| 82                                              | Swimsuit Spinner - U          | 1 EA              | \$        | 6,151.11     | \$ 6,151            |
| 83                                              | Defibrillator Cabinets        | 5 EA              | \$        | 629.79       | \$ 3,149            |
| 84                                              | Fire Ext. Cabinets Supply     | 1 LS              | \$        | 6,966.03     | \$ 6,966            |
| 85                                              | Fire Extinguisher Cabinets    | 22 EA             | \$        | 146.80       | \$ 3,230            |
| 86                                              | Fire Extinguisher on Brackets | 4 EA              | \$        | 73.40        | \$ 294              |
| 87                                              | Knox Box                      | 2 EA              | \$        | 1,259.58     | \$ 2,519            |
| 88                                              | Lockers Sub                   | 1 LS              | \$        | 80,676.81    | \$ 80,677           |
| 89                                              | Flagpoles                     | 1 EA              | \$        | 7,233.09     | \$ 7,233            |
| <b>Subtotal - 10 00 00 Specialties</b>          |                               | <b>102,500 SF</b> | <b>\$</b> | <b>3.49</b>  | <b>\$ 357,630</b>   |
| <b>11 00 00 Equipment</b>                       |                               |                   |           |              |                     |
| 90                                              | Turnstile Sub                 | 1 LS              | \$        | 132,930.90   | \$ 132,931          |
| 91                                              | Indoor Athletic Equipment Sub | 1 LS              | \$        | 275,959.20   | \$ 275,959          |
| 92                                              | Playground Equipment          | 1 LS              | \$        | 1,386,189.00 | \$ 1,386,189        |
| <b>Subtotal - 11 00 00 Equipment</b>            |                               | <b>102,500 SF</b> | <b>\$</b> | <b>17.51</b> | <b>\$ 1,795,079</b> |
| <b>12 00 00 Furnishings</b>                     |                               |                   |           |              |                     |
| 93                                              | Owner FF&E                    | 1 LS              | \$        | 1,805,250.00 | \$ 1,805,250        |
| 94                                              | Wall Graphics                 | 1 LS              | \$        | 55,639.18    | \$ 55,639           |
| 95                                              | Window Treatment              | 1 LS              | \$        | 22,255.67    | \$ 22,256           |
| 96                                              | Stainless Bollard Covers      | 18 EA             | \$        | 556.39       | \$ 10,015           |
| 97                                              | Benches                       | 4 EA              | \$        | 3,075.56     | \$ 12,302           |
| 98                                              | Trash Can                     | 4 EA              | \$        | 1,112.78     | \$ 4,451            |
| 99                                              | Bike Rack                     | 6 EA              | \$        | 834.59       | \$ 5,008            |
| <b>Subtotal - 12 00 00 Furnishings</b>          |                               | <b>102,500 SF</b> | <b>\$</b> | <b>18.68</b> | <b>\$ 1,914,921</b> |
| <b>13 00 00 Special Construction</b>            |                               |                   |           |              |                     |
| 100                                             | Climbing Wall                 | 1 LS              | \$        | 50,000.00    | \$ 50,000           |
| 101                                             | Ninja Cross System            | 1 LS              | \$        | 380,000.00   | \$ 380,000          |
| 102                                             | Swimming Pool                 | 1 LS              | \$        | 2,880,000.00 | \$ 2,880,000        |
| 103                                             | Sauna                         | 1 LS              | \$        | 84,000.00    | \$ 84,000           |
| <b>Subtotal - 13 00 00 Special Construction</b> |                               | <b>102,500 SF</b> | <b>\$</b> | <b>33.11</b> | <b>\$ 3,394,000</b> |

**14 00 00 Conveying Equipment**



# Fishers Park Community Center

Guaranteed Maximum Price Coste Estimate (R5)

City of Fishers

December 7, 2023

Total Building Area (SF): 102,500

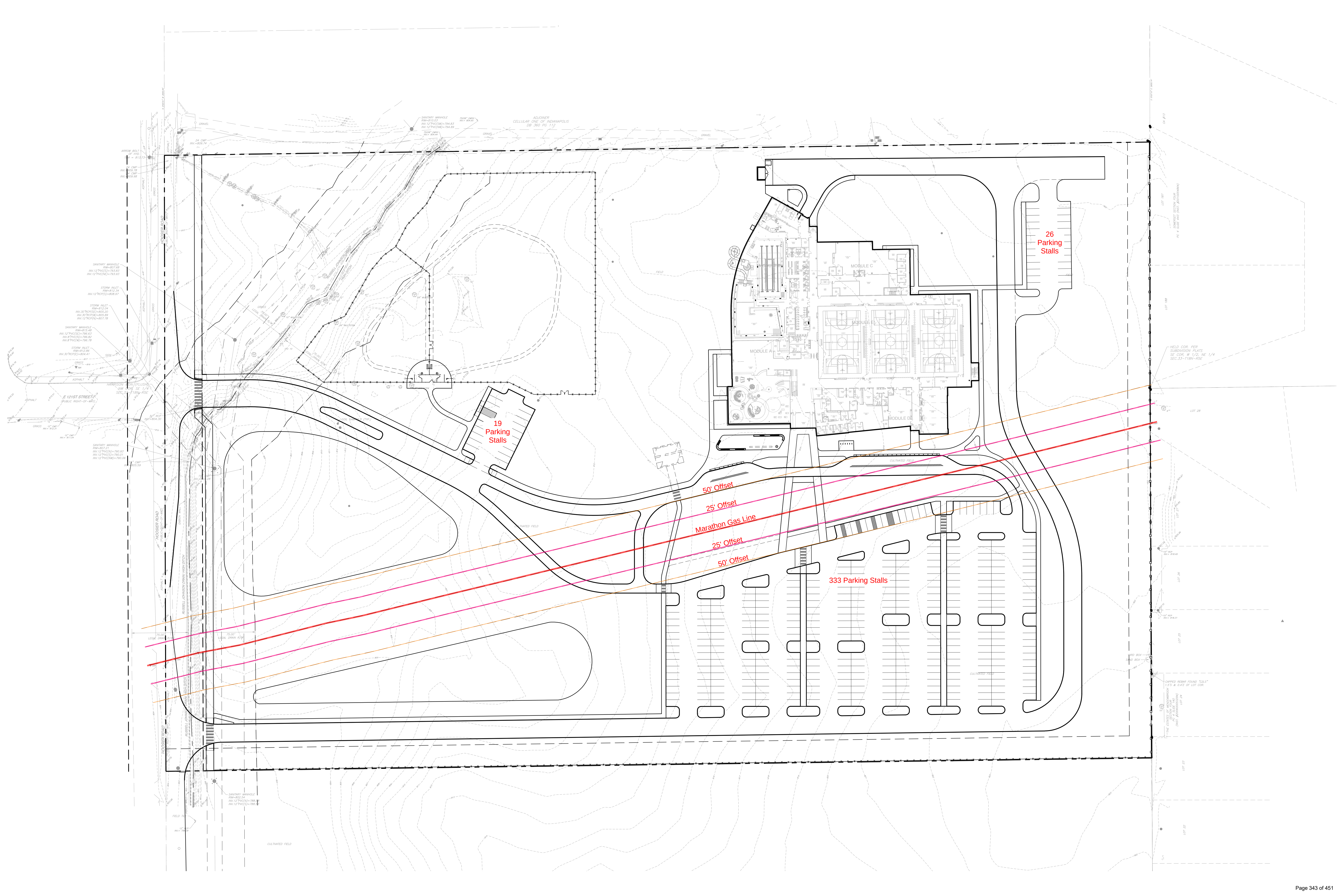
| DESCRIPTION                                      |                                             | QUANTITY          | UNIT COST |              | TOTAL               |
|--------------------------------------------------|---------------------------------------------|-------------------|-----------|--------------|---------------------|
| 104                                              | Elevator Sub                                | 1 LS              | \$        | 109,052.79   | \$ 109,053          |
| <b>Subtotal - 14 00 00 Conveying Equipment</b>   |                                             | <b>102,500 SF</b> | <b>\$</b> | <b>1.06</b>  | <b>\$ 109,053</b>   |
| <b>21 00 00 Fire Suppression</b>                 |                                             |                   |           |              |                     |
| 105                                              | Fire Protection Sub                         | 102,500 SF        | \$        | 4.28         | \$ 438,570          |
| <b>Subtotal - 21 00 00 Fire Suppression</b>      |                                             | <b>102,500 SF</b> | <b>\$</b> | <b>4.28</b>  | <b>\$ 438,570</b>   |
| <b>23 00 00 HVAC</b>                             |                                             |                   |           |              |                     |
| 106                                              | HVAC Sub                                    | 1 LS              | \$        | 6,295,016.78 | \$ 6,295,017        |
| <b>Subtotal - 23 00 00 HVAC</b>                  |                                             | <b>102,500 SF</b> | <b>\$</b> | <b>61.41</b> | <b>\$ 6,295,017</b> |
| <b>26 00 00 Electrical</b>                       |                                             |                   |           |              |                     |
| 107                                              | Electrical Sub                              | 1 LS              | \$        | 3,322,215.41 | \$ 3,322,215        |
| <b>Subtotal - 26 00 00 Electrical</b>            |                                             | <b>102,500 SF</b> | <b>\$</b> | <b>32.41</b> | <b>\$ 3,322,215</b> |
| <b>31 00 00 Earthwork</b>                        |                                             |                   |           |              |                     |
| 108                                              | Earthwork                                   | 25 AC             | \$        | 53,257.82    | \$ 1,331,446        |
| 109                                              | Earthwork - Layout & Mobilization           | 1 LS              | \$        | 16,691.75    | \$ 16,692           |
| 110                                              | Additional Temp Stone                       | 1 LS              | \$        | 222,556.72   | \$ 222,557          |
| 111                                              | Site Clearing                               | 1 LS              | \$        | 239,693.59   | \$ 239,694          |
| 112                                              | Erosion Control                             | 1 LS              | \$        | 78,228.69    | \$ 78,229           |
| 113                                              | Soil Stabilization                          | 1 LS              | \$        | 389,474.26   | \$ 389,474          |
| <b>Subtotal - 31 00 00 Earthwork</b>             |                                             | <b>102,500 SF</b> | <b>\$</b> | <b>22.23</b> | <b>\$ 2,278,091</b> |
| <b>32 00 00 Exterior Improvements</b>            |                                             |                   |           |              |                     |
| 114                                              | Asphalt Paving Sub                          | 1 LS              | \$        | 1,312,944.43 | \$ 1,312,944        |
| 115                                              | Concrete Paving - Heavy Duty                | 5,276 SF          | \$        | 11.13        | \$ 58,713           |
| 116                                              | Equipment Pads                              | 500 SF            | \$        | 16.69        | \$ 8,346            |
| 117                                              | Bollards                                    | 24 EA             | \$        | 1,669.18     | \$ 40,060           |
| 118                                              | Flag Pole Bases                             | 3 EA              | \$        | 1,669.18     | \$ 5,008            |
| 119                                              | Sidewalk Curb                               | 3,030 LF          | \$        | 33.38        | \$ 101,167          |
| 120                                              | Stand-Up Curb                               | 6,362 LF          | \$        | 33.38        | \$ 212,402          |
| 121                                              | Curb & Gutter                               | 2,740 LF          | \$        | 44.51        | \$ 121,951          |
| 122                                              | Sidewalks                                   | 34,423 SF         | \$        | 9.46         | \$ 325,592          |
| 123                                              | Additional Dog Park Features - NOT INCLUDED | 1 LS              | \$        | 0.01         | \$ 0                |
| 124                                              | Fencing Sub                                 | 1 LS              | \$        | 169,744.01   | \$ 169,744          |
| 125                                              | Irrigation System - Complete Site           | 1 LS              | \$        | 345,500.00   | \$ 345,500          |
| 126                                              | Landscaping Sub                             | 1 LS              | \$        | 257,026.30   | \$ 257,026          |
| <b>Subtotal - 32 00 00 Exterior Improvements</b> |                                             | <b>102,500 SF</b> | <b>\$</b> | <b>28.86</b> | <b>\$ 2,958,454</b> |
| <b>33 00 00 Utilities</b>                        |                                             |                   |           |              |                     |
| 127                                              | Foundation Drainage                         | 1 LS              | \$        | 83,458.77    | \$ 83,459           |
| 128                                              | Sanitary Utilities                          | 1 LS              | \$        | 285,428.99   | \$ 285,429          |
| 129                                              | Storm Utilities                             | 1 LS              | \$        | 1,033,048.20 | \$ 1,033,048        |
| 130                                              | Water Utilities                             | 1 LS              | \$        | 359,874.21   | \$ 359,874          |
| <b>Subtotal - 33 00 00 Utilities</b>             |                                             | <b>102,500 SF</b> | <b>\$</b> | <b>17.19</b> | <b>\$ 1,761,810</b> |

**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
- Multi-Party Agreement

**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. | <p>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:</p> <p>(i) \$1,000,000.00 Each Occurrence (BI &amp; PD Combined Single Limit);</p> <p>(ii) \$2,000,000.00 General Occurrence (subject to per project general aggregate provision); and</p> <p>(iii) \$1,000,000.00 Personal Injury Liability to include coverage for employee-related claims.</p> |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                     |                                                                                                                                                                                            |                                 |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, LLC<br>2850 Golf Rd<br>Rolling Meadows IL 60008    | <b>CONTACT</b><br>NAME: Jeff Narlock<br>PHONE (A/C, No, Ext): 630-694-5041<br>E-MAIL ADDRESS: Jeff_Narlock@ajg.com                                                                         | <b>FAX</b><br>(A/C, No):        |
| <b>INSURED</b><br>GM Development Companies LLC<br>Greg Martz<br>8561 North County Road 175 E<br>Springport IN 47386 | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : Mt Hawley Insurance Company<br>INSURER B : Underwriters at Lloyd's, London<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : | <b>NAIC #</b><br>37974<br>32727 |

**COVERAGES**

CERTIFICATE NUMBER: 314079259

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                 | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                  |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | MCF0003718    | 8/2/2023                | 8/2/2024                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000<br>MED EXP (Any one person) \$1,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                 |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                       |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                   |           | N / A    |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                        |
| B        | Professional Liab.                                                                                                                                                                                                                                                                                                                |           |          | ANE535009423  | 7/15/2023               | 7/15/2024               | Limit Aggregate Retention \$1,000,000<br>\$25,000                                                                                                                                                                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Fishers, Indiana is included as additional insured under the General Liability coverage as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Fishers, Indiana  
3 Municipal Dr.  
Fishers IN 46038

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                  |  |                                                                                                                    |  |                          |
|------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------|--|--------------------------|
| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, LLC<br>2850 Golf Rd<br>Rolling Meadows IL 60008 |  | <b>CONTACT</b><br>NAME: Jeff Narlock<br>PHONE (A/C, No, Ext): 630-694-5041<br>E-MAIL ADDRESS: Jeff_Narlock@ajg.com |  | <b>FAX</b><br>(A/C, No): |
|                                                                                                                  |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                               |  | <b>NAIC #</b>            |
|                                                                                                                  |  | INSURER A : Mt Hawley Insurance Company                                                                            |  | 37974                    |
|                                                                                                                  |  | INSURER B : Underwriters at Lloyd's, London                                                                        |  | 32727                    |
|                                                                                                                  |  | INSURER C :                                                                                                        |  |                          |
|                                                                                                                  |  | INSURER D :                                                                                                        |  |                          |
|                                                                                                                  |  | INSURER E :                                                                                                        |  |                          |
|                                                                                                                  |  | INSURER F :                                                                                                        |  |                          |

**INSURED**  
Hagerman GM Rec Center, LLC  
8561 N County Rd 175 E  
Springport, IN 47386

GMDEVEL-02

**COVERAGES****CERTIFICATE NUMBER:** 280649103**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                              | ADDL INSD                         | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                        |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |                                   |          | MCF0003718    | 8/2/2023                | 8/2/2024                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 1,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                              |                                   |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                         |
| A        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                   |                                   |          | MXL0435214    | 8/2/2023                | 8/2/2024                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                  | Y / N<br><input type="checkbox"/> | N / A    |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                              |
| B        | Professional Liab.                                                                                                                                                                                                                                                                                                                                             |                                   |          | ANE535009423  | 7/15/2023               | 7/15/2024               | Limit Aggregate Retention \$1,000,000<br>\$25,000                                                                                                                                                                                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br><b>MJ Insurance, Inc.</b><br><b>PO Box 3430</b><br><b>Carmel, IN 46082-3430</b><br><b>317 805-7500</b> |        | <b>CONTACT NAME:</b> MJ Insurance, Inc.<br><b>PHONE (A/C, No, Ext):</b> 317 805-7542<br><b>E-MAIL ADDRESS:</b> certificate@mjinsurance.com<br><b>FAX (A/C, No):</b> 317 805-7515                                                                                                                                                                                                                                                                                                                               |  |                               |        |                                           |       |                                                     |       |                                           |       |             |  |             |  |             |  |
|---------------------------------------------------------------------------------------------------------------------------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--------|-------------------------------------------|-------|-----------------------------------------------------|-------|-------------------------------------------|-------|-------------|--|-------------|--|-------------|--|
| <b>INSURED</b><br><b>Hagerman, Inc.</b><br><b>P.O. Box 11848</b><br><b>Fort Wayne, IN 46861-1848</b>                      |        | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Co.</td> <td>16535</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co. of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C : AGCS Marine Insurance Company</td> <td>22837</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Zurich American Insurance Co. | 16535 | INSURER B : Travelers Property Casualty Co. of Amer | 25674 | INSURER C : AGCS Marine Insurance Company | 22837 | INSURER D : |  | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                                                             | NAIC # |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                               |        |                                           |       |                                                     |       |                                           |       |             |  |             |  |             |  |
| INSURER A : Zurich American Insurance Co.                                                                                 | 16535  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                               |        |                                           |       |                                                     |       |                                           |       |             |  |             |  |             |  |
| INSURER B : Travelers Property Casualty Co. of Amer                                                                       | 25674  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                               |        |                                           |       |                                                     |       |                                           |       |             |  |             |  |             |  |
| INSURER C : AGCS Marine Insurance Company                                                                                 | 22837  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                               |        |                                           |       |                                                     |       |                                           |       |             |  |             |  |             |  |
| INSURER D :                                                                                                               |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                               |        |                                           |       |                                                     |       |                                           |       |             |  |             |  |             |  |
| INSURER E :                                                                                                               |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                               |        |                                           |       |                                                     |       |                                           |       |             |  |             |  |             |  |
| INSURER F :                                                                                                               |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                               |        |                                           |       |                                                     |       |                                           |       |             |  |             |  |             |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                           | ADDL INSR | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> XLU<br><input checked="" type="checkbox"/> CONTRACTUAL LIAB<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y         | Y        | GLO9809049      | 04/01/2023              | 04/01/2024              | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$4,000,000<br>PRODUCTS - COMP/OP AGG \$4,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> PHYS DAMAGE                                                                                                | Y         | Y        | BAP9809048      | 04/01/2023              | 04/01/2024              | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                              |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br>EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000                                                                                                                                                                                                                                              | Y         | Y        | CUP1T96253722NF | 04/01/2023              | 04/01/2024              | EACH OCCURRENCE \$25,000,000<br>AGGREGATE \$25,000,000<br>\$                                                                                                                                                                                |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                      | Y         | Y        | WC9809047       | 04/01/2023              | 04/01/2024              | <input checked="" type="checkbox"/> PER STATUTE<br><input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                   |
| C        | INSTALL MATERIALS                                                                                                                                                                                                                                                                                                                                                           |           |          | MZI93085362     | 04/01/2023              | 04/01/2024              | 500,000 LIMIT; 5000 DED                                                                                                                                                                                                                     |
| C        | TEMP LOC & TRANSIT                                                                                                                                                                                                                                                                                                                                                          |           |          |                 |                         |                         | NON-OWNED LOCATIONS                                                                                                                                                                                                                         |
| C        | PROP - OWNED LOCS                                                                                                                                                                                                                                                                                                                                                           |           |          | MZI93085362     | 04/01/2023              | 04/01/2024              | 450,000 LIMIT; 5000 DED                                                                                                                                                                                                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The additional insured and waiver of subrogation boxes above are marked based on the policy information shown below.

The Certificate Holder and others as defined in the written agreement and the General Liability additional insured endorsement UGL2162ACW 02/19 (see attached endorsement) and Automobile Liability endt CA2048 10/13 (See Attached Descriptions)

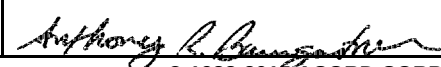
## CERTIFICATE HOLDER

## CANCELLATION

City of Fishers  
 One Municipal Drive  
 Fishers, IN 46038-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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## DESCRIPTIONS (Continued from Page 1)

are included as additional insured subject to the terms, conditions and exclusions on the policy(ies).

Waiver of Subrogation applies to the Certificate Holder and others as defined in the written agreement and the General Liability endorsement UGL925BCW 12/01, Automobile Liability endt UCA424FCW 04/14, and Workers Compensation per endt WC000313 04/84 subject to the terms, conditions and exclusions on the policy(ies) as permitted by law, when required by written contract.

Primary & Noncontributory applies to the Certificate Holder and others as defined in the written agreement and the General Liability endorsement UGL2162ACW 02/19 and Automobile Liability endt CA2048 10/13 subject to the terms, conditions and exclusions on the policy(ies).

Umbrella coverage extends over General Liability, Automobile Liability, and Employers Liability and is form following in regard to Additional Insured, Waiver of Subrogation and Primary & Noncontributory as defined by endorsement EU0001 07/16 and subject to the policy terms, conditions and exclusions on the policy.

Aggregate per Project applies as defined in the written agreement and the General Liability endorsement subject to the terms, conditions and exclusions on the policies.

Employers Liability Stop Gap included for OH: \$1,000,000/1,000,000/1,000,000 is included in the referenced Workers' Compensation policy per endorsement WC000303C 1004 subject to the terms, conditions and exclusions on the policy.

RE: Project: 21-1846-Q - Fishers Park Community Center project - Amended and Restated Fishers Recreation Center Scoping Agreement (Amended Agreement is entered into as of the 13th day of December 2022 (Effective Date); the work or services performed

HOLDER CON'T: City and Offeror; Hagerman GM Rec Center, LLC, an Indiana limited liability corporation (the Offeror), and the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the City and jointly with the Offeror, the Parties and each a Party)



## Additional Insured – Automatic – Owners, Lessees Or Contractors

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No.

Effective Date:

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

**1.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

**b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

**(1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or

**(2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

**(a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**2.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

**b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

in the performance of:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
  - (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

**(a)** Only applies to the extent permitted by law;

**(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

**(c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law;

**(2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

**(3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br><b>MJ Insurance, Inc.</b><br><b>PO Box 3430</b><br><b>Carmel, IN 46082-3430</b><br><b>317 805-7500</b> | <b>CONTACT NAME:</b> MJ Insurance, Inc<br><b>PHONE (A/C, No, Ext):</b> 317 805-7542 <b>FAX (A/C, No):</b> 317 805-7515<br><b>E-MAIL ADDRESS:</b> certificate@mjinsurance.com                                                                                                                                                                                                                                                                                              |                               |  |        |                                                  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|--------------------------------------------------|--|-------|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|--|
| <b>INSURED</b><br><b>Hagerman, Inc.</b><br><b>P.O. Box 11848</b><br><b>Fort Wayne, IN 46861-1848</b>                      | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : SiriusPoint Specialty Insurance Corp</td><td>16820</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : SiriusPoint Specialty Insurance Corp |  | 16820 | INSURER B : |  |  | INSURER C : |  |  | INSURER D : |  |  | INSURER E : |  |  | INSURER F : |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | NAIC #                        |  |        |                                                  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER A : SiriusPoint Specialty Insurance Corp                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 16820                         |  |        |                                                  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER B :                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |  |        |                                                  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER C :                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |  |        |                                                  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER D :                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |  |        |                                                  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER E :                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |  |        |                                                  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER F :                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |  |        |                                                  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                             | ADDL INSR | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                   |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                  |           |          |                |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> |           |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                   |           |          |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below           |           |          |                |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                         |
| A        | <b>POLLUTION &amp; PROFESSIONAL LIABILITY</b>                                                                                                                                                                                                                                 |           |          | CPPLD000111500 | 09/01/2023              | 09/01/2024              | <b>\$5,000,000 PER CLAIM</b><br><b>\$5,000,000 AGGREGATE</b><br><b>\$25,000 RETENTION</b>                                                                                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: Project: 21-1846-Q - Fishers Park Community Center project - Amended and Restated Fishers Recreation Center Scoping Agreement (Amended Agreement is entered into as of the 13th day of December 2022 (Effective Date); the work or services performed**

**HOLDER CON'T: City and Offeror; Hagerman GM Rec Center, LLC, an Indiana limited liability corporation (the (See Attached Descriptions)**

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                       |                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>City of Fishers</b><br><b>One Municipal Drive</b><br><b>Fishers, IN 46038-0000</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## DESCRIPTIONS (Continued from Page 1)

Offeror), and the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the City and jointly with the Offeror, the Parties and each a Party)



## **RESOLUTION NO. 121223H**

### **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 determined to be 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 holding a public hearing pursuant to and consistent with Ind. Code 5-23 *et. seq.*, the City now desires to enter into 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 City hereby approves up to Sixty-One Million and no/100 Dollars (\$61,000,000.00) for (a) design, (b) construction and (c) land acquisition for the Community Center.

**Section 3.** This Mayor is hereby authorized to take execute a build operate transfer agreement for the Community Center that is substantially similar to the BOT.

**Section 4.** 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 12<sup>th</sup> day of December, 2023.

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

**YAY**

**NAY**

**ABSTAIN**

|  |                            |  |  |
|--|----------------------------|--|--|
|  | Scott Fadness,<br>Chairman |  |  |
|  | Jeff Lantz,<br>Member      |  |  |
|  | Jason Meyer,<br>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



# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                   |                                                             |                                                                                                                                                      |                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | December 12, 2023                                                                                                                                                                                 |                                                             |                                                                                                                                                      |                                                             |
| <b>TITLE</b>                                                                                                                                                                    | Reques to Approve Memorandum of Understanding Between the City and The Superlative Group                                                                                                          |                                                             |                                                                                                                                                      |                                                             |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Marissa Deckert, Director Parks & Recreation                                                                                                                                        |                                                             |                                                                                                                                                      |                                                             |
|                                                                                                                                                                                 | Department:                                                                                                                                                                                       |                                                             |                                                                                                                                                      |                                                             |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><br><input type="checkbox"/> Executive                                                                                                                   | <input checked="" type="checkbox"/> Regular                 | <input type="checkbox"/> Special                                                                                                                     | <input type="checkbox"/> Retreat                            |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                                  | <input type="checkbox"/> Ordinance                          | <input checked="" type="checkbox"/> Resolution                                                                                                       | <input checked="" type="checkbox"/> Regular                 |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input checked="" type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                       | <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                                              | <input checked="" type="checkbox"/> 3 <sup>rd</sup> Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                      |                                                             | Resolution #: R121223I                                                                                                                               |                                                             |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input checked="" type="checkbox"/> Contract <b>required</b> for this item                                                                                                                        |                                                             | <input type="checkbox"/> Signed copy of contract attached                                                                                            |                                                             |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                           |                                                             | <input type="checkbox"/> <b>No contract</b> for this item                                                                                            |                                                             |
|                                                                                                                                                                                 | <input type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                             |                                                             | <input checked="" type="checkbox"/> Services<br><br><input checked="" type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                             |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                             | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                                         |                                                             |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                        |                                                       |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|
| <b>APPROVALS/REVIEWS</b>                                                                    | <input checked="" type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                        | <input type="checkbox"/> Controller's Office          |
|                                                                                             | <input type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                        | <input type="checkbox"/> Finance Committee            |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                        | <input type="checkbox"/> Technical Advisory Committee |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                        | <input type="checkbox"/> Other:                       |
|                                                                                             | <input checked="" type="checkbox"/> Legal Counsel –<br>Name of Reviewer: Jennifer C. Messer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                        |                                                       |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | <p>The City and The Superlative Group, Inc. (the “Consultant”) entered into a certain Professional Services Agreement effective November 4, 2021 (the “Agreement”), pursuant to which the Consultant is providing consultation and advice regarding naming rights, sponsorship valuation and sales services in connection with the City’s marketable assets. The Agreement expired on March 31, 2023.</p> <p>The Agreement requires the Consultant to be paid commission on Sponsorship Income received pursuant to the Agreement if a Sponsorship Agreement “...is executed within nine (9) months following the expiration or termination of the Term [of the Agreement] with any entity that was previously solicited by Superlative to become a Sponsor and with which Superlative had conducted good-faith discussions.</p> <p>The Parties desire to extend the Trail Off Period to allow the Consultant to be appropriately compensated for work it continues to perform during the Trail Off Period, all pursuant to the subject Memorandum.</p> |                                                        |                                                       |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | none                                                   |                                                       |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | none                                                   |                                                       |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | to the extend paid, commission from sponsorship income |                                                       |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                        |                                                       |
|                                                                                             | Narrative:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                        |                                                       |
| <b>OPTIONS</b><br>(Include Deny Approval Option)                                            | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Approve the Resolution and Memo                        |                                                       |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Reject the Resolution and Memo                         |                                                       |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                        |                                                       |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                        |                                                       |
| <b>PROJECT TIMELINE</b>                                                                     | Effective upon approval until 9/30/24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                        |                                                       |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends approving the Resolution and Memo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                        |                                                       |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                        |                                                       |



**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FISHERS & THE  
SUPERLATIVE GROUP, INC.**

This Memorandum of Understanding (this “MOU”) is made and entered into this 12th day of December, 2023 (the “Effective Date”), and sets forth the terms and understanding between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”) and The Superlative Group, Inc., an Ohio corporation located at 2843 Franklin Blvd., Cleveland, Ohio 44113 (the “Consultant”). Throughout this MOU, the City and the Consultant shall be referred to individually as a “Party” and collectively as “the Parties.”

**RECITALS**

WHEREAS, the City and Consultant entered into a certain Professional Services Agreement effective November 4, 2021, attached hereto and incorporated by reference as **Exhibit A** (the “Agreement”), pursuant to which the Consultant is providing consultation and advice regarding naming rights, sponsorship valuation and sales services in connection with the City’s marketable assets;

WHEREAS, the Agreement, in accordance with the provisions of Section 2 therein, expired on March 31, 2023;

WHEREAS, pursuant to Section 6.1(b) of Exhibit A of the Agreement, the Consultant is to be paid commission on Sponsorship Income (as defined in the Agreement) received pursuant to a Sponsorship Agreement (as defined in the Agreement) provided that the Sponsorship Agreement “...is executed within nine (9) months following the expiration or termination of the Term hereof with any entity that was previously solicited by Superlative to become a Sponsor and with which Superlative had conducted good-faith discussions (meaning delivery of a written proposal that showcases an opportunity) concerning the possibility of such entity becoming a Sponsor”;

WHEREAS, pursuant to Section 4.1(b)(ii) of Exhibit A of the Agreement, the Consultant is to be paid fifteen percent (15%) commission on Sponsorship Income;

WHEREAS, the nine (9) month period set forth in Section 6.1(b) of Exhibit A of the Agreement (the “Trail Off Period”) is set to expire on December 31, 2023; and

WHEREAS, the Parties desire to extend the Trail Off Period to allow the Consultant to have the opportunity to be appropriately compensated for work it continues to perform during the Trail Off Period.

NOW, THEREFORE, in light of the foregoing recitals, which are incorporated herein by this reference, the City and the Consultant hereby agree as follows:

**1. Extension of Trail Off Period**

- i. The Parties agree that the Trail Off Period shall be extended through September 30, 2024.
- ii. The Parties agree that in the event a Sponsorship Agreement is executed on or before September 30, 2024 with any entity that was solicited by the Consultant on or before the

Effective Date to become a Sponsor (as defined in the Agreement) and with which the Consultant had conducted good-faith discussions (meaning delivery of a written proposal that showcases an opportunity) concerning the possibility of such entity becoming an Sponsor, then the Consultant shall be paid fifteen percent (15%) commission on Sponsorship Income received by the City pursuant to the applicable Sponsorship Agreement, for the term of the Sponsorship Agreement, inclusive of any and all renewals, extensions, and modifications.

2. Except as provided in this MOU, all terms used in this MOU that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the City and the Consultant have executed and delivered this MOU effective as of \_\_\_\_\_.

The Superlative Group, Inc.

City of Fishers, Hamilton County,  
Indiana

By:\_\_\_\_\_

By:\_\_\_\_\_

Name: Kyle Canter

Name: \_\_\_\_\_

Title: Chief Operating Officer

Title: \_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_



**EXHIBIT A**

**Professional Services Agreement**

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 4<sup>th</sup> day of ~~October~~<sup>November</sup>, 2021 (the "Effective Date") by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the "City"), and The Superlative Group, Inc., an Ohio Corporation located at 2843 Franklin Blvd. Cleveland, Ohio 44113 (the "Consultant" and together with the City, the "Parties" or individually, a "Party"), as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the Consultant to provide consultation and advice regarding naming rights, sponsorship valuation and sales services in connection with the City's marketable assets (the "Assets") as specifically included in the Scope of Work attached hereto and incorporated herein as **Exhibit A** (individually or collectively, the "Services").
2. **TERM.** Unless earlier terminated pursuant to proceeding provisions hereof, the "Phase I Term" shall commence on the Effective Date and shall expire upon the earlier of (a) Consultant's delivery of the final draft of the Valuation Report; or (b) March 31, 2022. The "Phase II Term" shall commence upon the City delivering Consultant a written notice to proceed to Phase II sales services and shall continue for twelve (12) consecutive months thereafter, unless earlier terminated pursuant to the proceeding provisions hereof. The City and Consultant further agree, however, that they shall have the right through written, mutual agreement to renew and extend the Phase II Term hereof for one (1), twelve (12) month period. Individually or jointly, the Phase I Term and the Phase II Term may be referred to herein as the "Term".
  - A. **Early Termination.** Following the expiration of the first six (6) months of the Phase II Term, either Party may terminate this Agreement by giving sixty (60) days written notice of termination to the other Party. Additionally, the City may immediately terminate this agreement upon written notice if (a) Consultant (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Consultant's contractual relationship with the City); or (ii) it becomes generally known that Consultant is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise; or (b) the Consultant breaches a fiduciary duty owed to City as a result of performance or non performance 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, subject to the following cure period. In the event of a material default, the non-defaulting Party shall provide written notice of such default to the defaulting party within ten (10) calendar days and the defaulting party shall have ten (10) calendar

days following the date of such notice to (i) cure such default; or (ii) if such default cannot be cured within ten (10) calendar days, initiate a reasonable cure plan for such default; provided, however, in no instance, shall the right to cure extend more than thirty (30) days. If the defaulting Party fails to timely cure or initiate a reasonable cure plan for the default, the non-defaulting Party shall have the right to terminate this Agreement as set forth in this Section; provided however, City shall pay amounts owed to Consultant (a) pro-rated to the date of termination with respect to the Phase I Term; or (b) as specified in **Exhibit A** with respect to the Phase II Term. The City's payment obligations shall survive any such termination.

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.

3. **CONFIDENTIALITY.** The Parties acknowledge and agree that they may be provided the other Party's 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"). The Parties shall exclusively use Confidential Information for the purpose of performing, and assisting in the performance of, this Agreement. Subject to Indiana's Access to Public Records Act, Ind. § Code 5-14-3 *et. seq.*, the Parties 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 other Party's prior written consent. Upon conclusion of the Term, each Party shall return to the other Party all Confidential Information. This provision shall survive termination of this Agreement.
4. **CONSIDERATION.** For and in consideration of and as a material inducement for Consultant fully satisfying its obligations included herein, Consultant shall be paid pursuant to Section 4 of **Exhibit A**.
5. **CITY INDEMNIFICATION:** The City shall defend, indemnify, save and hold harmless Consultant, its affiliates, their respective officers, directors, employees, shareholders, representatives, contractors and agents, and any of them, from and against any and all expenses, damages, claims, suits, actions, judgments, liabilities and costs whatsoever (including attorneys' fees and expenses of attorneys retained by the City) ("Claims") arising out of, or in any way connected with, (a) the negligent act or omission or willful misconduct of the City, its employees, agents, representatives and contractors relating to this Agreement, (b) the negligent or unlawful use of the Asset by, or activities of, the City, its employees, agents or contractors, related to or connected with City, or (c) breach by the City of any representation or warranty of the City herein set forth. In the event that Claims arise from the concurrent negligence of City and Consultant, the duty to indemnify shall be limited to the extent of the negligence of City, its employees, agents, representatives and contractors. Notwithstanding the foregoing, this Section shall

not apply to any claims, suits, actions, judgments, liabilities, and any costs, expenses, and damages resulting therefrom, between the Parties. Notwithstanding anything to the contrary contained herein, Consultant hereby acknowledges and agrees that City's financial exposure for certain claims is limited by the Indiana Tort Claims Act, and City's obligation to indemnify and save Consultant, its agents and employees harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees 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 Ind. Code § 34-13-3-4, as amended. This Section shall survive the termination or expiration of this Agreement.

6. **CONSULTANT INDEMNIFICATION:** Consultant shall defend, indemnify, save and hold harmless the City, its affiliates, their respective officers, directors, employees, shareholders, representatives, contractors and agents, and any of them, from and against any and all expenses, damages, claims, suits, actions, judgments, liabilities and costs whatsoever (including attorneys' fees and expenses of attorneys retained by Consultant) ("Claims") arising out of, or in any way connected with, (a) the negligent act or omission or willful misconduct of Consultant, its employees, agents, representatives and contractors relating to this Agreement, (b) the negligent or unlawful use of the Asset by, or activities of, Consultant, its employees, agents or contractors, related to or connected with the Consultant, or (c) breach by Consultant of any representation or warranty of Consultant herein set forth. In the event that Claims arise from the concurrent negligence of Consultant and City, the duty to indemnify shall be limited to the extent of the negligence of Consultant, its employees, agents, representatives and contractors. Notwithstanding the foregoing, this Section shall not apply to any claims, suits, actions, judgments, liabilities, and any costs, expenses, and damages resulting therefrom, between the Parties. Furthermore, this Section shall survive the termination or expiration of this Agreement.

7. **COMPLIANCE WITH LAWS.** During the Term, Consultant shall fully comply with the Laws while delivering the Services. For purposes of this Section 7, "Laws" shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, as amended. Moreover, Consultant acknowledges and agree that the City must comply with the Laws, including, without limitation, Indiana's Access to Public Records Acts, Ind. Code § 5-14-3 *et. seq.* and in so complying the City shall disclose the contents of this Agreement and the exhibits attached hereto.

8. **GOVERNING LAW.**

- 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.

**9. MISCELLANEOUS.**

- A. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.
- B. This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.
- C. This Agreement may be executed through an original or electronically, and in duplicates or through counterparts, each of which shall be deemed to be an original.
- D. In the performance of this Agreement, both parties act in an individual capacity and shall not be deemed agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- E. The City understands that the Consultant may provide services to other clients in the normal course of its business and, as such, the parties agree that the Consultant is, subject to the provisions of this Paragraph, permitted to continue providing such services under its agreements with other clients.

**10. ACCEPTANCE.** Each of the parties hereto acknowledge and agree that it has the power to enter into this Agreement, perform its obligations hereunder and it has been duly authorized by proper action to (i) to execute and deliver this Agreement; and (ii) to perform its obligations hereunder. Further, each of the parties agrees that this Agreement is the legal, valid, and binding obligation of it.

**11. OWNERSHIP OF PROPRIETARY INFORMATION:** This Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any proprietary information from Consultant to the City. Each of City and Consultant shall retain the ownership rights to all proprietary information that it owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, trade secrets, technology, formulas, calculations, algorithms, or information pertaining to business operations and strategies, and information pertaining to customers and pricing.

**12. INTELLECTUAL PROPERTY RIGHTS.** This Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any intellectual property between the Parties, unless set forth otherwise in this Agreement. The Parties shall retain ownership right, title, and interest to all intellectual property that they owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, copyrights, patents, trademarks, and service marks.

**13. DAMAGES.** Except with regard to Sections 5 and 6 of this Agreement, under no circumstance shall Superlative or the City be liable to the other Party or any other person or entity for special, incidental, consequential or indirect damages or loss of good will.

*[signatures on following page]*

**City of Fishers, Hamilton County, Indiana**

By:   
Scott Fadness, Mayor

**Superlative Group, Inc.**

By: 

Its: Kyle Canter, Chief Operating Officer

## EXHIBIT A- SCOPE OF SERVICES

1. Services: Consultant shall serve as the exclusive sponsorship and naming rights representative of the City with respect to the sponsorship and naming rights valuation and sales services in connection with the Assets; provided, however, such exclusive right shall not prohibit City from soliciting sponsorships and naming rights, and, subject to Sections 4.1(c) and 4.1(d), the City shall not be obligated to pay a fee to Consultant for such sponsorships and/or naming rights solicited solely by City. Consultant agrees to use commercially reasonable, diligent efforts in carrying out its obligations.
2. Sponsor/Sponsorship Agreement: Each entity secured by Consultant that subsequently enters into a "Sponsorship Agreement" (defined below) with the City shall be referred to as a "Sponsor." If any entity, including any charitable or corporate foundation elects to make a contribution in support of the Assets, then subject to the terms of the applicable Sponsorship Agreement, such entity making the contribution shall also be deemed a Sponsor and the contribution shall be deemed consideration in connection with the Assets. Contracts or agreements, including renewals, extensions and modifications thereof, by which any party enters to receive any sponsorship, naming rights, presenting sponsor, official sponsor, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the Assets are herein referred to as "Sponsorship Agreements," which Sponsorship Agreements shall be provided by the City in its standard contractual form.
3. Authority to Bind: Consultant agrees that Consultant shall not have any right to bind or commit the City in any way. Any arrangement or understanding binding the City, or by which any Sponsor obtains any rights or benefits in connection with the Assets and the City, shall be set forth in a written agreement approved by the City and executed by the City and the Sponsor involved. The City will provide Consultant with a copy of this Sponsorship Agreement, and any modification or renewal thereof effected at any time.
4. Consideration:
  - 4.1. As consideration to Consultant for the Services described herein, the City agrees to pay Consultant as follows:
    - (a) Phase I Asset Valuation Services: a professional services fee in the amount of Forty Thousand and no/100 Dollars (\$40,000.00) ("Professional Services Fee"). The Professional Services Fee shall be paid in two (2) installments. The first installment shall be paid to Consultant in the amount of Twenty Thousand (\$20,000) upon execution of this Agreement. The second installment shall be paid to Consultant in the amount of Twenty Thousand (\$20,000) upon delivery by Consultant of the final draft of the valuation report in relation to the Assets (the "Valuation Report"); and
    - (b) Phase II Naming Rights and Sponsorship Sales Services
      - (i) Five Thousand and no/100 Dollars (\$5,000.00) per month for the Phase II Term ("Retainer") to be payable within the first five (5) days of each month



immediately following Consultant's receipt of the notice to proceed as outlined in Section 5 below; and

(ii) Fifteen percent (15%) commission on Sponsorship Income.

(c) If the City has an existing Sponsorship Agreement in place with an entity and Superlative, provided it receives written approval from the City authorizing it to engage in the following activity, secures that entity to enter into a subsequent Sponsorship Agreement or assists the City and such entity to extend or modify the currently existing Sponsorship Agreement, Superlative shall receive commission on all Sponsorship Income that exceeds the amount set forth in the existing Sponsorship Agreement. For purposes of this Agreement, such entity shall be considered a Sponsor. For purposes of example only, if the City has a Sponsorship Agreement with Company X for \$25,000 per year and Superlative secures a subsequent Sponsorship Agreement with Company X for \$45,000 per year, Superlative shall receive the commission rate set forth in Section 4.1. (b)(ii) on \$20,000 (\$45,000 - \$25,000) per year for the term of the subsequent Sponsorship Agreement.

(d) Additionally, as set forth in Section 1, this Agreement shall not prohibit the City from soliciting sponsorships and naming rights; provided however, if Superlative, upon the City's written request, assists the City in securing a Sponsorship Agreement with an entity that the City solicited, Superlative shall be entitled to the commission on Sponsorship Income set forth in this Section 4.

4.2. City shall reimburse Consultant for all pre-approved in writing travel and expenses at cost.

4.3. City shall pay to Consultant all consideration owed to Consultant pursuant to this Agreement that is derived from Sponsorship Income, Professional Services Fee (pro-rated to the date of termination, if applicable) and/or Retainer (pro-rated to the date of termination, if applicable). The City's obligation pursuant to this Section 4.3 shall survive the termination or expiration of this Agreement.

5. Completion of Phase I/Valuation and Initiation of Phase II/Sales Services: Consultant shall exercise commercially reasonable efforts to deliver the final draft of the Valuation Report to the City within four (4) months of the Effective Date, unless otherwise agreed to by the Parties. Consultant shall initiate the Phase II sales services upon receipt of City's notice to proceed, which is to occur upon a date to be mutually agreed upon by the Parties after the delivery of the final draft of the Valuation Report.

6. Sponsorship Income:

6.1. As used herein, "Sponsorship Income" shall mean all amounts paid by or on behalf of any entity that Consultant has solicited in writing (or as set forth in Section 6.2 below) as consideration for the right to receive any sponsorship, naming rights, presenting sponsor, official sponsor, advertising, hospitality, or any other rights, benefits, or recognition, in

whole or in part, in connection with the City and the Assets, regardless of whether such amounts are paid during the Term or thereafter, provided that:

- (a) A Sponsorship Agreement is executed with a Sponsor during the Term of this Agreement; and/or
- (b) A Sponsorship Agreement is executed within nine (9) months following the expiration or termination of the Term hereof with any entity that was previously solicited by Superlative to become a Sponsor and with which Superlative had conducted good-faith discussions (meaning delivery of a written proposal that showcases an opportunity) concerning the possibility of such entity becoming a Sponsor; and/or
- (c) Any renewal, extension or modification of any such contract or agreement described in Sections 6.1(a), 6.1(b), 4.1(c), and 4.1(d).

6.2. For the avoidance of doubt, Sponsorship Income shall include all amounts paid pursuant to Section 4.1 (c) and 4.1 (d) but shall not include amounts paid or payable pursuant to a Sponsorship Agreement that Superlative did not assist the City in securing and that is executed by or on behalf of any entity that was solicited by the City without Consultant's written solicitation.

6.3. If any entity set forth in Section 6 provides the City with any expense relieving and reasonably quantifiable "in-kind" consideration (for example, products, services, advertising commitments, etc.), then such in-kind consideration shall be considered "Sponsorship Income" and shall be commissionable to Superlative at the rate described in Section 4 above. In-kind consideration shall be valued at the valuation explicitly set forth in the relevant Sponsorship Agreement, or if there is no such valuation, at the fair market value thereof.

7. **Collection of Sponsorship Income:** The City shall be solely responsible for and shall directly collect all Sponsorship Income. City will remit any commission owed on Sponsorship Income to Consultant within thirty (30) days of receipt of Sponsorship Income. Any payments shall be made by check payable to "The Superlative Group, Inc." at the address set forth herein. At the time of payment to Consultant, the City shall supply Consultant with a statement showing the identity of the entity that made payment, the amount paid, the date of receipt, and the calculation of commission payable to Consultant.

8. **Exclusivity:** Consultant shall serve as the exclusive naming rights and sponsorship valuation and sales agent of the City to value and sell sponsorship, naming rights, presenting sponsor, official sponsor, advertising, hospitality, or any other rights, benefits, or recognition in connection with the Assets during the Term of this Agreement; provided, however, neither this Section 8 nor any other provision hereof shall be interpreted to prohibit City from soliciting naming rights and sponsorships.

9. **Progress Meetings:** Representatives of Consultant will make themselves available to meet with senior City executives on a periodic basis to assess the progress of the Services, and at such

time Consultant will provide the City with Consultant's opinions and recommendations for obtaining a successful outcome for the naming rights and sponsorship sales.

### ***PHASE I: ASSET INVENTORY & VALUATION***

During Phase I, our team of Valuation specialists identify and value all of the assets that Fishers Parks has available to generate revenue. Our Valuation process includes five key components:

- Quantitative Analysis;
- Qualitative Analysis;
- Contract & Policy Analysis;
- Industry Benchmarking; and
- Prospect Identification.

Each component is briefly summarized in the following pages.

### **QUANTITATIVE ANALYSIS**

Quantitative Benefits reflect the ability to effectively measure the return on investment that Fishers Parks partners can expect to receive. These include the direct, or tangible, benefits available to the partner. Quantitative Benefits typically form a significant portion of fair market value because each item is quantifiable and guaranteed to the partner.

Quantitative Benefits are separated into several categories including:

- Property Media Buys;
- Signage Benefits;
- Print Marketing Collateral;
- Social and Digital Media Exposure; and
- Display Opportunities.

The first step in identifying quantitative value is by studying real-world media value in the marketplace. This involves understanding the total number of possible impressions available through each asset that reaches the target audience. We identify television, signage, print, digital and social media exposure and then scale impressions for each asset from "valued impressions" to "waste impressions," adjusting the media value accordingly. Standard discount rates range between 10 and 75 percent depending on the type and quality of exposure.

Quality of exposure is determined by:

- How prevalent the partner's ID (Name) is through the exposure period; and
- The impact of its placement with its intended audience.

Our specialists then use pre-impression, or rate-card, values to assign a price or value to each benefit identified. CPMs used for this purpose are culled from local, regional and national advertising rates depending on the scope of the opportunity. Typical CPMs can range from \$2.50 for online exposure to \$15 for large format out-of-home digital signage. They also represent the most accurate metric by which to determine exposure value for any particular Naming Rights or sponsorship asset.

Our quantitative analysis also includes an assessment of the value of engaging the target audience and the quality of exposure received. Understanding the value of each impression with respect to a specific demographic or target audience is an important component. For example, a target student demographic of 18- to 21-year-old females may be considered a "premium audience" by one partner, while another may be trying to reach 35- to 54-year-old males. Our valuation is adjusted accordingly for each opportunity and asset.

The final aspect of our quantitative assessment is identifying the costs of engaging the target audience and achieving high-quality exposure. This includes an assessment of the cost of delivery (to the partner) and may include direct costs (installing a hard sign), overhead costs (maintaining a media platform) or development costs.

### **QUALITATIVE ANALYSIS**

Qualitative Benefits, or intangible benefits, enhance the value of Naming Rights and sponsorships and typically fall outside traditional media platforms making them difficult to quantify. Consultant classifies Qualitative Benefits into five distinct categories based on its extensive experience selling, negotiating and auditing Naming Rights and corporate sponsorships:

- Prestige of Property;
- Value of Audience;
- Opportunity to Activate;
- Partner Protection; and
- Geographic Reach.

Functionally, Qualitative Benefits represent the premium value Naming Rights and sponsorships demand over alternative marketing investments. By simplifying intangible benefits into the above five categories, Consultant is able to effectively justify premium Naming Rights and sponsorship value by focusing on the qualitative aspects of an opportunity that align with the objectives of a corporate marketer.

### **CONTRACT & POLICY ANALYSIS**

As part of its analysis, Consultant conducts a thorough contract review prior to completing every Phase I report. The goal of this process is to establish a list of any limitations, processes or existing policies that affect a contract. Then Consultant develops a strategy to minimize the effects of those limitations and maximize all of the identified opportunities through a logical priority assessment.

Not only are prices, fulfillment obligations and relative value for each party reviewed, but also values against similar contracts with other entities. The value of Naming Rights and sponsorships to Fishers Parks will be inhibited by any pre-existing contracts relating to Naming Rights and corporate sponsorships. A thorough understanding of Fishers Parks' existing advertising contracts will assess the impact that existing agreements place on new Naming Rights and sponsorship agreements.

The project team spends time early in the project reviewing all relevant statutes, signage regulations and rules to ensure that Fishers Parks marketing opportunities, within context of established guidelines, are understood. Consultant remains in close contact with Fishers Parks' legal and executive teams to ensure that the asset database is being developed in a manner that is consistent with Fishers Parks' existing policy regarding assets for marketing purposes.

### **INDUSTRY BENCHMARKING**

Consultant maintains an extensive database of Naming Rights and sponsorship agreements that is continuously updated and includes, but is not limited to, Naming Rights and sponsorship contracts from theaters, arenas, park districts, municipalities, convention centers, stadia, transit agencies, universities and nonprofit organizations. Once our Valuation specialists have developed the asset database and determined the Naming Rights and corporate sponsorship value for each opportunity and asset, a list of similar sponsorship contracts, including their terms, associated fees and other pertinent details, is compiled for each asset. The goal of this process is to identify not only the fair market value of each Naming Rights and sponsorship opportunity, but also the minimum (floor) and maximum (ceiling) revenue garnered in the marketplace by similar organizations. Each Naming Rights and sponsorship asset is presented in this manner in our final Phase I report.

### **PROSPECT IDENTIFICATION**

As a final step, Consultant draws upon its extensive background in Naming Rights and sponsorship sales and its proprietary database to outline prospective partners for each marketable opportunity. This database includes both category identification and major corporate partners within each category. In our experience, optimum revenue generation is attained when there is a comprehensive understanding of:

- The inventory available; and
- How that inventory aligns with the needs of potential partners.

Consultant's experience in identifying and documenting marketing rights, combined with our knowledge of (and relationships with) large corporations, will give Fishers Parks the tools to ensure the maximum revenues are leveraged out of every corporate partnership.

### ***PHASE II: STRATEGIC SALES CAMPAIGN DEVELOPMENT***

Consultant's main priority is to generate maximum revenue for our clients. Upon completion of Phase I, Consultant recommends immediately moving forward with a strategic sales campaign, beginning with the client's most valuable opportunities. Prioritizing assets in this manner ensures optimum revenue generation by taking the largest asks to market first. To ensure that coverage is comprehensive, Consultant uses a systematic approach to contact marketing partners.

### **PROSPECTING**

- Collaborate closely with Fishers Parks' leadership and development teams on recommendations they may have;
- Exhaust Consultant's contact database of thousands of corporate contacts, which is continually updated;
- Identify and research prospective corporations through various subscribed databases to match the marketing needs of corporations with the logical and most valuable marketing assets of Fishers Parks;
- Promote sales campaign with a description of Fishers Parks' initiatives through a myriad of resources;
- Create presentation material that will provide specific information for potential investments and/or partnerships with Fishers Parks as part of the Naming Rights or sponsorship program, including:
  - Market/Demographic data;
  - Measured media value;
  - Value justification for unmeasured media;

- Sponsorship benefits and options;
- Options for renewal; and
- Financial investment.

## **NEGOTIATING AND COMPLETING AGREEMENTS**

Consultant will assist in any way that is comfortable for Fishers Parks. Consultant's executives can be the upfront negotiator or advise Fishers Parks stakeholders, depending on your desire and needs.

## **PRESENT AGREEMENTS TO FISHERS PARKS EXECUTIVES AND THE MEDIA**

Consultant is well versed in the appropriate procedures for announcements to local and national media outlets. Consultant will work with Fishers Parks to accurately present a negotiated Naming Rights and sponsorships to the appropriate executives and media. It is important that Naming Rights and sponsorships be communicated accurately, both financially and politically, while being cognizant of objections and concerns.

## **CONTRACT FULFILLMENT**

Consultant will work with Fishers Parks to develop a system that accurately tracks the status of newly developed Naming Rights and corporate sponsorships. Our experience shows that contract fulfillment requires participation from development, legal and accounting functions to ensure high-quality partner relationships.

## **MANAGE AND AUDIT ONGOING RIGHTS**

Consultant establishes post-contract review mechanisms to ensure that all benefits owed to Fishers Parks are captured and that the organization is meeting its obligations under these contracts. Consultant is a strong advocate of audits, especially when payments are performance based.

## **ACTIVATION AND AUDIT (TERM OF AGREEMENT)**

After delivery of a campaign agreement, the project team will assist Fishers Parks in the activation and compliance of each aspect of that agreement. Specifically, Consultant will:

- Finalize agreement terms and conditions;
- Assist Fishers Parks with the first year of activation of each Naming Rights and/or sponsorship;
- Assist in the development of payment schedules and compliance issues; and
- Provide other services as requested by Fishers Parks.

## **PROGRESS REPORTS**

Consultant understands that effective communication with the client is a critical part of successful project delivery. As part of our standard reporting procedure, we use template reports to provide sales updates:

- Following all meetings with target companies regarding any Naming Rights, corporate sponsorship or revenue-potential opportunity;
- On a monthly basis, to provide Fishers Parks an update on activity during the period. We discuss these periodic sales update reports on a scheduled conference call.

Reports are prepared in a template and serve as a record of discussion during sales meetings and log the following project details. Generally, our progress reports include the following information:

- Project timescales and sale priorities
- Status of progress of deliverables in Scope of Services
- Status of all activities, events and efforts

- Summary of meetings and presentations
- Summary of activity regarding market interest and feedback
- Summary of communications with potential partners
- Any deviations from project deliverables or schedule
- Plan of activities for next 30 days

The Consultant Group will agree to the format with Fishers Parks' project team as part of our project initiation process.

## PROJECT TIMELINES

Consultant understands that every client situation is unique, and our sales and marketing process allows for flexibility and customization depending on Fishers Parks' specific needs. For our engagement, Consultant will complete the following steps:

PHASE I VALUATION (3-4 months, immediately upon contract execution)

### WEEKS 1 – 4

- **KICKOFF MEETING AND SITE VISITS.** Site visits are undertaken as soon as possible to view the assets being valued and kick-start the asset research process. Our valuation team will compile a digital inventory of images and renderings that will be referenced during the valuation process and used in development of promotional materials for the sales implementation process.

Concurrent with our site visit, Consultant requests a kickoff meeting at Fishers Parks' offices to introduce our team in person, identify project leads and go over timelines and responsibilities.

- **GATHERING OF PRELIMINARY INFORMATION.** Upon appointment as sales agents on any new engagement, The Consultant Group carries out initial research to review relevant documentation such as strategic plans, design briefs and project renderings to gain an in-depth knowledge of the project and make an accelerated start on our asset identification process.

Upon completion of our site visit, Consultant will send Fishers Parks staff a detailed Information Request that identifies the key pieces of information that we would like to review as part of our valuation process and present our initial thoughts on the structure of the final report. We will schedule a follow-up call to answer any questions pertaining to our request to facilitate and expedite the information gathering process.

### WEEKS 5 – 8

- **RECEIPT AND REVIEW OF INITIAL INFORMATION.** Consultant allows 2-3 weeks for receipt of the bulk of information requested of Fishers Parks, although this process will likely continue until the report is finalized, and potentially, throughout the strategic sales process as Consultant obtains interest from potential partners. In most cases, Consultant secures most of what it needs to begin building Fishers Parks' asset database by Week 6.
- **DEVELOPMENT OF ASSET DATABASE.** Concurrently, Consultant's valuation specialists begin compiling Fishers Parks' assets and determining their quantitative value based on local, regional and national media rates.
- **QUALITATIVE ASSESSMENT OF NAMING RIGHTS & SPONSORSHIP ASSET VALUE.** Our valuation team conducts original research to ascertain the intangible value of Fishers Parks' Naming Rights and sponsorship opportunities when compared to other, similar properties, using annual reports, press releases and other relevant information provided by Fishers Parks as well as Consultant's proprietary



database of Naming Rights and sponsorship contracts.

## **WEEKS 9 – 12**

- **CONTRACT REVIEW.** Once Consultant has determined the Naming Rights and sponsorship value for Fishers Parks assets, packages are compared to the existing Fishers Parks Naming Rights and sponsorship agreements. A database of potential challenges and limitations that could potentially impact revenue generation is created, from both external (e.g., signage restrictions) and internal (e.g., category restrictions like tobacco or alcohol) processes.

## **PHASE II SALES (12 months, recommended minimum)**

- **DEVELOPMENT OF SALES MATERIALS.** Consultant's design team will begin developing presentations, one- sheets and other sales materials using information obtained through the Phase I Valuation process, including audience demographics, proposed sponsorship value and images obtained through site visits and Fishers Parks.
- **PIPELINE DEVELOPMENT.** Consultant's sales executives will work with Fishers Parks personnel to develop a database of sponsor contacts, to be reviewed and agreed upon by Fishers Parks staff prior to Consultant making its first call.
- **MONTHLY REPORTING.** Consultant's sales executives will coordinate a regular conference call with Fishers Parks leadership to provide regular updates on progress made to date. Additional calls may be requested on an ad hoc basis as sponsor interest and pitch meetings are secured. Consultant will provide an updated sales report Fishers Parks' review prior to the call.
- **NEGOTIATE AND COMPLETE NAMING RIGHTS & SPONSORSHIP AGREEMENTS.** As noted above, Consultant's valuation process determines not only the fair market value of each opportunity, but also the range of contract value obtained by similar organizations from corporate sponsors. With Fishers Parks' approval, Consultant will open negotiations at the ceiling of this range, or higher, and secure partnerships within the parameters of contract value provided, beginning with Fishers Parks' most valuable assets first.

**RESOLUTION NO. R121223I**

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF FISHERS & THE SUPERLATIVE GROUP, INC.**

WHEREAS, the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”) and The Superlative Group, Inc., an Ohio corporation located at 2843 Franklin Blvd., Cleveland, Ohio 44113 (the “Consultant”) entered into a certain Professional Services Agreement effective November 4, 2021 (the “Agreement”), pursuant to which the Consultant is providing consultation and advice regarding naming rights, sponsorship valuation and sales services in connection with the City’s marketable assets;

WHEREAS, the Agreement expired on March 31, 2023;

WHEREAS, the Agreement requires the Consultant to be paid commission on Sponsorship Income received pursuant to the Agreement if a Sponsorship Agreement “...is executed within nine (9) months following the expiration or termination of the Term [of the Agreement] with any entity that was previously solicited by Superlative to become a Sponsor and with which Superlative had conducted good-faith discussions”;

WHEREAS, the Parties desire to extend the Trail Off Period to allow the Consultant to be appropriately compensated for work it continues to perform during the Trail Off Period, all pursuant to the Memorandum attached hereto and incorporated herein as **Exhibit A** (the “Memo”); and

WHEREAS, capitalized terms used but not defined herein are used with the meaning ascribed to such term in the Agreement or Memo, as applicable.

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.** A memorandum of understanding substantially similar to the Memo is hereby approved.

**Section 2.** The Mayor is hereby authorized to execute the documents necessary to effectuate the intent of this Resolution.

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

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 12<sup>th</sup> day of December, 2023.

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

**YAY**

**NAY**

**ABSTAIN**

|  |                            |  |  |
|--|----------------------------|--|--|
|  | Scott Fadness,<br>Chairman |  |  |
|  | Jeff Lantz,<br>Member      |  |  |
|  | Jason Meyer,<br>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



# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                   |                                                             |                                                                                                                                           |                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | December 12 2023                                                                                                                                                                                  |                                                             |                                                                                                                                           |                                                             |
| <b>TITLE</b>                                                                                                                                                                    | Resolution Approving Amended and Restated Management Agreement                                                                                                                                    |                                                             |                                                                                                                                           |                                                             |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Elliott Hultgren, Deputy Mayor                                                                                                                                                      |                                                             |                                                                                                                                           |                                                             |
|                                                                                                                                                                                 | Department:                                                                                                                                                                                       |                                                             |                                                                                                                                           |                                                             |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                       | <input checked="" type="checkbox"/> Regular                 | <input type="checkbox"/> Special                                                                                                          | <input type="checkbox"/> Retreat                            |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                                  | <input type="checkbox"/> Ordinance                          | <input type="checkbox"/> Resolution                                                                                                       | <input checked="" type="checkbox"/> Regular                 |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input checked="" type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                       | <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                                   | <input checked="" type="checkbox"/> 3 <sup>rd</sup> Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                      |                                                             | Resolution #: R1212023J                                                                                                                   |                                                             |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input checked="" type="checkbox"/> Contract <b>required</b> for this item                                                                                                                        |                                                             | <input type="checkbox"/> Signed copy of contract attached                                                                                 |                                                             |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                           |                                                             | <input type="checkbox"/> <b>No contract</b> for this item                                                                                 |                                                             |
|                                                                                                                                                                                 | <input checked="" type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                  |                                                             | <input checked="" type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                             |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                             | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                              |                                                             |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                       |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Controller's Office          |
|                                                                                             | <input type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Finance Committee            |
|                                                                                             | <input checked="" type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> Technical Advisory Committee |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> Other:                       |
|                                                                                             | <input checked="" type="checkbox"/> Legal Counsel –<br>Name of Reviewer: Jennifer C. Messer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                       |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | The City is developing and constructing its Fishers Event Center. To properly prepare for the event center opening and the operation of the event center, the City retained ASM Global Arena Management to provide pre-opening consulting services and management of the event center all pursuant to the subject Pre-Opening Consulting And Management Agreement Between City Of Fishers, Indiana And ASM Global Arena Management, LLC. ASM has provided exceptional services during the pre-opening period and has offered to acquire FF&E for the Event Center at a substantial savings to the City. The subject Amended and Restated Agreement concerns ASM's FF&E Acquisition. |                                                       |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$4,400,000.00                                        |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Bond Funds                                            |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                       |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                       |
|                                                                                             | <b>Narrative:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
| <b>OPTIONS</b><br>(Include Deny Approval Option)                                            | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Approve the Agreement                                 |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Reject the Agreement                                  |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                       |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                       |
| <b>PROJECT TIMELINE</b>                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                       |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends approval of the Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                       |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                       |



AMENDED AND RESTATED PRE-OPENING CONSULTING AND MANAGEMENT

AGREEMENT

BETWEEN

City of Fishers, Indiana

AND

ASM Global Arena Management, LLC

Dated as of \_\_\_\_\_, 2023

## **AMENDED AND RESTATED PRE-OPENING CONSULTING AND MANAGEMENT AGREEMENT**

THIS AMENDED AND RESTATE PRE-OPENING CONSULTING AND MANAGEMENT AGREEMENT (this “Agreement”) dated as of the \_\_\_\_ day of December, 2023 (the “Effective Date”), by the City of Fishers, Indiana, One Municipal Drive, Fishers, Indiana 46038, a municipal corporation organized and existing pursuant to the laws of the State of Indiana (the “City”) and ASM Global Arena Management, LLC, a Delaware limited liability company, whose current address is 800 Olympic Boulevard, 3<sup>rd</sup> Floor, Los Angeles, CA 90015 (“ASM Global”, and with the City, the “Parties” and individually each a “Party”).

### **RECITALS**

WHEREAS, on or about August 1, 2023, the Parties entered into that certain Pre-Opening And Management Agreement pursuant to which the City engaged ASM Global to provide pre-opening consulting and management services for the Facility (the “Original Agreement”);

WHREAS, since that time, ASM and the City have worked closely on a myriad of deliverables concerning the Facility, including, without limitation, construction timelines, budgets, event scheduling and potential end users;

WHERAS, the City and ASM have also identified several areas of potential cost-savings regarding the Facility, and have worked together to achieve cost savings, where possible, including, without limitation, how and when the FF&E Inventory is procured for the Facility;

WHEREAS, the City and ASM now desire to amend the Original Agreement to provide that ASM will be responsible for procuring certain FF&E for the Event Center;

WHEREAS, the City intends to work with ASM Global to ensure high quality pre-opening and management services that enhance the use and enjoyment of the Facility; and

WHEREAS, the City and ASM Global intend that this Agreement constitute, and this Agreement shall constitute, a “Qualified Management Agreement” in compliance with applicable requirements of section 141 of the Internal Revenue Code, as amended, and Rev. Proc. 2017-13 (IRB 2017-6), and shall be interpreted in accordance with such requirements.

**NOW, THEREFORE**, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

### **1. Definitions**

For purposes of this Agreement, the following terms have the meanings referred to in this Section 1:

“ADA” – the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213 as amended by the Civil Rights Act of 1991 (42 U.S.C. Section 1981(a)), as it now exists and as it may be amended in the future by statute or judicial interpretation.



“AGI” – Operating Revenues realized from Events and other operations, including the Facility’s portion of event revenues.

“Affiliate” – a Person that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified Person. For purposes of this definition, “control” means ownership of equity securities or other ownership interests which represent more than 40% of the voting power in the controlled Person.

“Agreement” – this Pre-Opening Consulting and Management Agreement dated to be effective as of the Effective Date, as this Agreement may be further amended, supplemented or modified in accordance with the terms hereof.

“Approved Budget” – any budget submitted by ASM Global and approved by the City pursuant to Section 5 hereof.

“ASM Global” – as defined in the first paragraph of this Agreement, together with its permitted successors and assigns.

“ASM Global Fee” – as defined in Section 4.3 hereof.

“Bonus” – annual compensation paid to designated ASM Global employees that is based upon the performance of the Facility, whether discretionary or based on a pre-determined formula (and excluding, for the avoidance of doubt, (1) base salary, (2) participation in employee benefit plans and programs and (3) relocation and severance payments).

“Budget Review Standard” - a standard to be mutually agreed to by ASM Global and the City establishing when budget line items can be reallocated to other budget items.

“CERCLA” – the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act.

“Capital Equipment” – any and all furniture, fixtures, machinery or equipment, either additional or replacement, having a per item original cost of \$5,000 or more or an expected useful life of more than one year.

“Capital Improvements” – any and all building additions, alterations, renovations, repairs or improvements that have an initial dollar cost of not less than \$5,000 per project.

“City” – as defined in the first paragraph of this Agreement, together with its permitted successors and assigns.

“City Reserved Right” – the reserved right of the City to enter into ongoing licenses, occupancy agreements, or rental agreements for the Facility in its sole discretion.

“Code” – the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations proposed or in effect with respect thereto.

“Commercial Rights”—sponsorship, advertising, naming, pouring and any similar rights that can be sold, leased or licensed to third parties except for the Indy Fuel Rights.

“Community Events” – those events described in Section 13.1(b) hereof.

“Confidential Information” – as defined in Section 2.6(iii) hereof.

“Consulting Services” – as defined in Section 2.5(a) hereof.

“Contract Administrator” – the administrative official(s) of the City as from time to time appointed by the City, or such individual person as may from time to time be authorized in writing by such administrative official to act for him/her with respect to any or all matters pertaining to this Agreement. The initial Contract Administrator on behalf of the City is each of Elliott Hultgren and Jennifer Messer.

“Corporation” – as defined in the Recitals of this Agreement.

“Corrective Action Plan” – as defined in Section 5.12.

“CPI” – the “Consumer Price Index” (Annual Average) for all urban consumers, U.S. city average, prepared by the Bureau of Labor Statistics, United States Department of Labor, or its successor or, if the index is discontinued, an equivalent index reported by a federal authority.

“Direct or Indirect Profit” – any monetary compensation, other than for reasonable and actual costs of providing goods, services, supplies, products or equipment (including carrying costs of facilities), whether in the form of a payment, credit, rebate, refund, kick-back, revenue sharing, royalty, profit participation, equity participation, barter consideration in the form of goods or services, or any other device, however denominated, and whether similar or dissimilar to any of the foregoing, received by ASM Global and/or any of its Affiliates, directly or indirectly, in any calendar year from or on account of the Net Operating Profit of the Facility.

“Effective Date” – as defined in the first paragraph of this Agreement.

“Event Expenses – any and all expenses incurred or payments made by ASM Global in connection with the occurrence of events at the Facility, including but not limited to costs for event staffing including ushers, ticket takers, security and other event staff, and costs relating to setup and cleanup.

“Events” – all events occurring at the Facility except for (a) Indy Fuel Events; and (b) Community Events.

“Facility” – the Fishers Event Center and adjacent pedestrian mall to be located on the Facility Site.

“Facility Fee” – a fee assessed on the sale of tickets for the benefit of the Facility, presently in an amount equal to Three and no/100 Dollars (\$3.00) for every ticket that is sold for an Event or Indy Fuel Event (if ASM Global is selling the tickets). The City shall be entitled to waive the Facility Fee for Community Events.

“Facility Site” - the area depicted in “Exhibit F” attached hereto and incorporated herein.

“Fiscal Year” – a one year period beginning January 1st and ending December 31st; provided, however, the first Fiscal Year will begin on the date determined by the City and ASM Global and continue until December 31<sup>st</sup> of that calendar year.

“Food and Beverage Services” – all catering and concession services, including the sale of beverages including alcoholic beverages at the Facility.

“GAAP” - those conventions, rules, procedures and practices, consistently applied, affecting all aspects of recording and reporting financial transactions which are generally accepted by major independent accounting firms in the United States. If the City and ASM Global cannot agree on what constitutes GAAP, then the accounting firm then most recently engaged to prepare the annual financial report of the City shall make the determination on the request of either Party, unless such accounting firm is also the auditing firm for ASM Global, in which case a different nationally recognized accounting firm shall make such determination.

“Goodwill Obligation” – with respect to the Facility, the obligation not to contract with or otherwise enter into an agreement with a Person to hold events or provide services that (a) reasonably may be considered immoral, deceptive or obscene, or (b) injure or damage the reputation and goodwill of the City.

“Indy Fuel” - Indiana Hockey Club, LLC, an Indiana limited liability company, or its permitted successors or assigns.

“Indy Fuel Events” – Indy Fuel’s hockey events, including set-up, pre-game activities, pre-season/regular season/post-season/playoff games and intermissions, and post-game activities as specifically described in the Indy Fuel License.

“Indy Fuel License” – that certain May 23, 2023, Event Center License Agreement by and between the Corporation and the Indiana Hockey Club, LLC.

“Indy Fuel Rights” – those certain rights allocated to Indy Fuel and attached hereto as Exhibit “H”.

“Initial Contribution” - as defined in Section 4.4.

“Laws” – all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions, and summary of covenants included as Exhibit “I” (“Facility Covenants”) concerning the use of the Facility and the Facility Site, as amended.

“Losses” – any and all losses, liabilities, claims, damages and expenses (including reasonable attorneys’ fees); provided, however, such term shall not include consequential or punitive damages.

“Management Term” – the term of this Agreement, as defined in Section 3 hereof.

“Material Contract” – any contract (a) resulting in an Operating Expense greater than \$300,000.00 (excluding reimbursed end-of-show costs) (b) constituting a lease agreement or sublease agreement for real property; (c) with a concessionaire or security provider for a term in excess of one (1) month; (d) between ASM Global and any Affiliate; or (e) that is a license (for occupancy), other form of occupancy agreement, or rental agreement containing a term exceeding a duration of six (6) months.

“Minimum Event Amount” – as defined in Section 5.11(i).

“Minimum Event Failure” – as defined in Section 5.11(i).

“Minimum Event Failure Notice” – as defined in Section 5.11(i).

“Net Operating Loss/Profit” – with respect to a Fiscal Year, the excess, if any, of Operating Expenses for such Fiscal Year over Operating Revenues for such Fiscal Year, in the case of a loss, and the excess, if any, of Operating Revenues for such Fiscal Year over Operating Expenses for such Fiscal Year, in the case of a profit.

“Operating Expenses” – commercially reasonable expenses paid or incurred by ASM Global in connection with the performance of its obligations under this Agreement, including, but not limited to: (i) all expenses incurred by ASM Global in the operation of the Facility at any time during the Management Term; (ii) all Facility personnel costs incurred by ASM Global or any of its Affiliates; (iii) all costs of ASM Global corporate personnel to the extent engaged solely in activities solely for the benefit of the Facility; (iv) the reasonable and equitable *per diem* charge for personnel of ASM Global or any of its Affiliates assigned to special projects for the Facility; (v) all costs incurred by ASM Global or any of its Affiliates in performing its services under this Agreement, including without limitation air and ground transportation, meals, lodging, taxis, gratuities, document reproduction, printing, promotional materials, stationery, postage, long distance telephone calls and facsimiles; (vi) payments made or incurred by ASM Global or any of its Affiliates, or their respective employees to any third party for goods and services in the ordinary course of business in the operation of the Facility; (vii) insurance premiums and insurance broker fees, insurance retentions/deductibles, insurance adjusting fees and related expenses, and the costs of procuring, administering and maintaining the insurance referred to in Section 8.2; (viii) the cost of compliance with the Laws, and legal and accounting expenses (including, without limitation, audits) and attorneys’ fees and costs (including insurance retentions/deductibles); and (ix) all taxes imposed by any governmental entity against any reimbursements payable to ASM Global under this Agreement for expenses incurred for the City’s account, including the other Operating Expenses listed in this definition. Notwithstanding the foregoing, any expense incurred and paid by ASM Global that is not specifically included in an Approved Budget, shall be preapproved in writing by the City to qualify as an Operating Expense.

Moreover, Operating Expenses shall exclude the following, which expenses City shall be solely responsible for: (A) property taxes or similar charges levied on the Facility; (B) the cost of any Capital Equipment and Capital Improvements; (C) any reserve for (x) the replacement of furniture, fixtures and equipment or (y) any future capital expenditures; (D) principal, interest or any other amounts payable by City in connection with any financing secured by or in connection with the Facility; (E) depreciation and amortization expenses (determined in accordance with

GAAP); (F) emergency repairs, as set forth in Section 5.10; (G) pre-existing obligations, including legal liabilities, pending or future liabilities that arose from claims occurring prior to the Effective Date; (H) costs and expenses incurred by City for legal and accounting services in the ordinary course of business; (I) costs and expenses associated with any improvement, alteration, addition or change to the Facility; (J) the ASM Global Fee; and (K) any other costs and expenses of City that are not directly related to ASM Global's operation of the Facility. Notwithstanding anything herein to the contrary, if included within an Approved Budget or upon the written request or written approval of the City if any Affiliate of ASM Global provides certain corporate overhead-type services on behalf of ASM Global and its Affiliates, including without limitation services related to information technology (i.e., IT), finance, legal, payroll or human resources, ASM Global shall be permitted to include within the definition of "Operating Expenses" an expense equal to the reasonable cost of such expenses incurred by ASM Global or its Affiliates. Except to the extent contrary to the express terms of such definition, Operating Expenses shall be determined in accordance with GAAP.

"Operating Revenues" – except for those sources of revenue resulting from the Indy Fuel Rights and the Facility Fee, (a) any and all revenues and income of every kind or nature derived directly or indirectly from owning, operating, managing or promoting the Facility, including, but not limited to: license, lease and concession fees and rentals, revenues from merchandise sales, advertising and sponsorship sales and renewals (including without limitation revenues from the sale of naming rights), event sponsorship revenues, equipment rentals, utility revenues, box office revenues, ticket surcharges (if any), ticket service fees, parking revenues, food service and concession revenues (however, if such revenues are collected in the first instance by and retained by the concessionaire, the amount of such revenues owed by the concessionaire to the Facility shall be included as Operating Revenues), commissions or other revenues from decoration and set-up, security and other subcontractors (however, if such revenues are collected in the first instance by and retained by such subcontractors, the amount of such revenues owed by such contractors to the Facility shall be included as Operating Revenues), and interest revenues, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis. For the sake of clarity, the parties acknowledge that revenues from the sale of tickets for events at the Facility are not Operating Revenues, but are instead revenues of the promoter and/or performer of each such event; to the extent that ASM Global collects such ticket sale revenue on behalf of such promoter and/or performer, such ticket sale revenue shall be the source of funds from which ASM Global collects the rental charges and other event/Facility reimbursements due by such promoter and/or performer for use of the Facility, which such charges and reimbursements are Operating Revenues hereunder.

"Operational Year" – a year during which the Facility is operational.

"Person" – any individual, general partnership, limited partnership, limited liability partnership, partnership, corporation, joint venture, trust, business trust, limited liability company, cooperative, county, district, authority, municipality, political subdivision or other entity of the State or United States of America, or association, and the successors and assigns of any of the foregoing and, unless the context otherwise requires, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and vice versa.

"Pre-Existing Agreements" – the Indy Fuel License.

“Pre-Opening Budget” – as defined in Section 2.5(g)(i) hereof.

“Pre-Opening Consulting Period” – the period commencing on the Effective Date and ending upon the opening of the Facility to the public.

“Pre-Opening Fund” – an interest-bearing account in the name of ASM Global established with an Indiana banking institution mutually agreed upon by the parties and as further defined in Section 2.5(g)(ii) hereof; the interest earned on such account accruing to the benefit of the City and used for pre-opening expenses and/or FF&E Inventory as directed in writing by the Contract Administrator; provided ASM Global shall be authorized to transfer such funds to an operating account for the Facility to ensure adequate funding and liquidity of operations.

“Qualified Management Agreement” – an agreement that complies with the applicable requirements of section 141 of the Code and Rev. Proc. 2017-13 (IRB 2017-6).

“Related Party” – any Person who is a “related person” within the meaning of Section 144(a)(3) of the Code.

“Renewal Contribution” – as defined in Section 4.4.

“Renewal Term” – the additional period for which this Agreement may be renewed in accordance with Section 3 hereof beyond the initial Management Term.

“Scheduling Goals” – the Scheduling Goals submitted by ASM Global to the City in response to the RFP and attached hereto as “Exhibit G”.

“State” – the State of Indiana.

“Tax-Exempt Bonds” – as defined in Section 2.8.

“Third Party Report” – as defined in Section 5.12(i).

“Third Party Review” – as defined in Section 5.12(i).

“Ticketing Surcharge” - the Facility’s portion of any fees imposed by the ticketing provider for Events, which Ticketing Surcharge shall not be interpreted to include any amount retained by the promoter or sales or distribution company.

## **2. Engagement of ASM Global; Scope of Services.**

### **2.1 Engagement.**

(a) General Scope. The City hereby engages ASM Global to provide the Consulting Services for the Facility during the Pre-Opening Consulting Period and, subject to the City Reserved Right and Indy Fuel Rights, promote, operate and manage the Facility during the Management Term and the Renewal Term, if any, and ASM Global hereby accepts such engagement, all upon the terms and conditions hereinafter set forth.

(b) Manager of the Facility. Subject to the terms of this Agreement, ASM

Global shall be the sole and exclusive manager of the Facility to manage, operate and promote the Facility during the Management Term and the Renewal Term, if any; provided, however, the City reserves the right to concurrently promote and advertise the Facility. In such capacity, ASM Global shall have exclusive authority over the day-to-day operation of the Facility and all activities therein; provided that ASM Global shall (i) follow (y) the Laws, and (z) all policies and guidelines of the City hereafter established or modified by the City that the City notifies ASM Global in writing are applicable to the Facility (including without limitation any methodology pertaining to the allocation of any costs and expenses by the City to the Facility as permitted herein) and (ii) operate the Facility in compliance with this Agreement; provided further that to the extent that such policies or guidelines hereafter established or modified by the City adversely affect revenues or expenses at the Facility, then and in that event, the ASM Global Fee set forth in Section 4.3 below shall be appropriately adjusted, subject to Section 2.7, so that it reflects the additional costs or reduced revenues resulting from such established or modified policies or guidelines such that ASM Global is compensated from the ASM Global Fee in the same fashion as herein set forth had such policies or guidelines not been implemented.

(c) Approval of the City. To the extent that the approval of the City is required under the terms of this Agreement, the approval of the Contract Administrator shall constitute the approval of the City, except to the extent the approval of another Party is expressly required by the terms of this Agreement.

(d) City Reserved Right. To the extent the City exercises the City Reserved Right and such exercise directly results in reduced Operating Revenues, the City and ASM Global shall, in good faith, negotiate an adjustment to the ASM Global Fee set forth in Section 4.3 below, subject to Section 2.7, so that it reflects the reduced Operating Revenues resulting from the City's exercise of the City Reserved Right such that ASM Global is compensated from the ASM Global Fee in the same fashion as herein set forth had such City Reserved Right not been exercised.

## 2.2 Scope of Services – Generally.

ASM Global shall perform and furnish such management services and systems as are appropriate or necessary to operate, manage and promote the Facility in a manner consistent with ASM Global's policies and procedures and the operations of other similar first-class facilities.

## 2.3 Specific Services.

Without limiting the generality of the foregoing, and subject to the terms of this Agreement and the Pre-Existing Agreements, ASM Global shall have, without (except as otherwise expressly noted below) any prior approval by the City, sole right and authority to:

(a) employ, supervise and direct employees and personnel consistent with the provisions of this Agreement; provided, however, the City shall have the right to preapprove the hire of any Person serving in the position of General Manager for the Facility;

(b) negotiate, execute in ASM Global's name as agent for the City, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking commitments, advertising agreements, concession agreements, supplier agreements, service contracts (including, without limitation, contracts for cleaning, decorating and set-up, snow removal, general maintenance and maintenance and inspection of HVAC systems, elevators, stage equipment, fire control panel and other safety equipment, staffing and personnel needs, including guards and ushers, and other services which are necessary or appropriate) and all other contracts and agreements in connection with the management, promotion and operation of the Facility, provided that (i) if any such license, agreement, commitment or contract other than those involving the license or rental of the Facility in the ordinary course has a term that extends beyond the remaining Management Term or Renewal Term, as the case may be, such license, agreement, commitment or contract shall be approved and executed by the City (which approval shall not be unreasonably withheld), and (ii) if any such license, occupancy agreement, or rental agreement constitutes a Material Contract, such agreement, commitment, or contract shall be approved in writing by the City. In connection with any licenses, agreements, commitments or contracts for the Facility, ASM Global will use best efforts to include in such documents the right of ASM Global to assign all of its rights and obligations under such licenses, agreements, commitments and contracts to the City (or to any successor management company retained by the City) upon the expiration or termination of this Agreement, and upon such expiration or termination, such assignment and assumption shall automatically occur as provided in Section 12.2(iii) hereof;

(c) maintain the Facility in the condition received, reasonable wear and tear excepted; provided that the City shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases as provided in Section 5.8;

(d) rent, lease or purchase all equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the Facility; provided that the City shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases pursuant to Section 5.8;

(e) in consultation with the City, establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Facility to be negotiated by ASM Global in the course of its management, operation and promotion of the Facility. All rates charged by ASM Global for the use, operation or services related to the Facility shall be (i) expressly approved by City, or (ii) the rates and a general description of the methodology for setting such rates shall be reviewed and approved by the City during the annual budget review process as further described in Section 5.3, or (iii) the rates charged shall be reasonably and customary as specifically determined by, or negotiated with, an independent third party with experience in determining such rates based upon facilities similar to the Facility;

(f) pay, when due, on behalf of the City, all Operating Expenses from accounts established pursuant to Sections 5.6 and 5.7 of this Agreement;

(g) after consultation with the Contract Administrator or her or his designee, institute as agent for the City and at the reasonable expense of the City, with counsel selected by ASM Global, such legal actions or proceedings as ASM Global shall deem necessary or



appropriate in connection with the operation of the Facility, including, without limitation, to collect charges, rents or other revenues due to the City or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or concessionaire at the Facility;

(h) maintain a master set of all booking records and schedules for the Facility;

(i) provide day-to-day administrative services in support of its management activities pursuant to the Approved Budget and annual plans described herein, including, but not limited to, the acquisition of services, equipment, supplies and facilities; internal budgeting and accounting; maintenance and property management; personnel management; record-keeping; collections and billing; and similar services;

(j) engage in such advertising, solicitation, and promotional activities as ASM Global deems necessary or appropriate to develop the potential of the Facility and the cultivation of broad community support (including without limitation selling advertising inventory and securing product rights for the Facility). ASM Global shall work with the City, its local convention and tourism bureau(s) to market the Facility for conventions, trade shows and public entertainment shows. In connection with its activities under this Agreement, including without limitation advertising relating to the Facility, ASM Global shall be permitted to use those marks, terms, and logos provided to ASM Global by the City in its advertising;

(k) exclusively provide all Food and Beverage Services;

(l) exclusively manage the sale and use of all Commercial Rights; and

(m) promote the Facility and seek and schedule agreements with performers and promoters that (i) are within the Approved Budget (except for those deemed “Outlying Performance Agreements” within the terms of the Approved Budget); (ii) meet or exceed the Scheduling Goals; and (iii) satisfy the Goodwill Obligation.

#### 2.4 Right of Entry Reserved.

Representatives of the City designated in writing by the Contract Administrator shall have the right to enter all portions of the Facility to inspect same, to observe the performance of ASM Global of its obligations under this Agreement, and upon reasonable advance notice to ASM Global and at appropriate times, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of the City under this Agreement. The City shall not interfere with the activities of ASM Global hereunder, and the City’s actions shall be conducted such that disruption of ASM Global’s work shall be kept to a minimum. Nothing in this Section shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

#### 2.5 Consulting Services.

(a) During the Pre-Opening Consulting Period, ASM Global will provide to the City (i) the pre-opening operational consulting and management services described in Exhibit “A” hereto, (ii) the pre-opening design, development and construction consulting services described in Exhibit “B” hereto and (iii) the consulting services relating to furniture, fixtures and equipment for the Facility described in Exhibit “C” hereto (collectively, the “Consulting Services”).

(b) In rendering the Consulting Services, ASM Global will work with representatives, consultants and agents of the City as set forth in Exhibits “A”, “B” and “C” hereto (including, without limitation, the architectural and engineering firm selected by the City for the design and construction of the Facility). ASM Global will make appropriate ASM Global personnel available to such firm on a reasonable basis from time to time to consult with and provide periodic reports regarding the performance of the Consulting Services.

(c) In rendering the Consulting Services, ASM Global expects to utilize its existing personnel; it is acknowledged that (unless ASM Global determines otherwise) no ASM Global personnel will be located full-time at the project site; ASM Global personnel will from time to time visit the site and participate in meetings with other agents, representatives and consultants of the City as necessary or appropriate in connection with the performance of the Consulting Services.

(d) As specified in Exhibit “A” hereto, ASM Global will, among other things, be authorized to execute in its name as agent for the City booking commitments, tenant/user agreements and licenses for use of the Facility following its opening to the public.

(e) The City acknowledges that ASM Global is not an architect, an engineer, or a legal advisor, and its consulting services provided under this Agreement with respect to the Facility are based on its operational knowledge and should not be construed as a representation of architectural or engineering practices or a legal representation or interpretation of any Laws, including, but not limited to, the ADA. Neither the City nor any of their respective agents, consultants or representatives will rely upon ASM Global as having architectural, engineering, or legal expertise. Accordingly, notwithstanding anything to the contrary contained herein, ASM Global shall have no liability to the City with respect to architectural, engineering, or legal matters relating to the foregoing.

(f) ASM Global personnel assigned by ASM Global to perform the Consulting Services shall be available on a reasonable basis in order to perform the Consulting Services.

(g) (i) ASM Global has submitted to the City, for the City’s approval, a pre-opening operating budget (the “Pre-Opening Budget”), a current draft of which is attached as Exhibit “D”. The City shall review such proposed Pre-Opening Budget and shall submit any comments to ASM Global as promptly as possible so that the Pre-Opening Budget can be finalized, approved and funded by the City in the amount and on the deposit dates included therein. ASM Global shall be entitled from time to time to revise and update such Pre-Opening Budget to reflect changed circumstances, provided that, prior to effectiveness, any revised Pre-Opening Budget shall require the re-approval of the Contract Administrator. During the Pre-Opening Consulting Period, ASM Global’s aggregate expenditures (subject to Budget Review Standard, when taken as a whole relative to the total Pre-Opening Budget and not on a per line-item basis) shall not exceed

the aggregate Pre-Opening Budget, without the consent of the City. In the event that at any time during the Pre-Opening Consulting Period, ASM Global reasonably believes that its expenditures to date would indicate that it is either (i) likely to exceed budgeted amounts or (ii) there are insufficient funds to perform the Pre-Opening Services, ASM Global shall promptly give notice to the City.

(ii) In order to provide funding for the expenses set forth in the Pre-Opening Budget, the City shall deposit into the Pre-Opening Fund the amount equal to or greater than the amount required on each deposit date as provided in the Pre-Opening Budget. If, at the end of the Pre-Opening Consulting Period, there is a balance in the Pre-Opening Fund in an amount in excess of the then accrued expenses set forth in the Pre-Opening Budget, ASM Global shall disburse such excess to account or accounts established pursuant to Section 5.6 below. If, after the first day of any month, the amount of moneys on deposit in the Pre-Opening Fund shall be insufficient for the payment of (A) pre-opening expenses set forth in the Pre-Opening Budget then due or budgeted to become due during such month or (B) emergency expenditures to which the Contract Administrator has consented, ASM Global may, but shall not be required to, advance the amount of such insufficiency out of its funds. In that event, ASM Global shall immediately notify the City of any such advance, and the City shall promptly, but in no event later than the tenth (10th) day following the receipt such notice, reimburse ASM Global in an amount equal to such advance.

(iii) In addition to the amount required by the Pre-Opening Budget, City shall, by or before \_\_\_\_\_, deposit into the Pre-Opening Fund \$4,400,000.00 (the "FF&E Funds") for the sole purpose of acquiring the items of FF&E included in the FF&E Inventory (as hereinafter defined in Exhibit C-1 and listed in Exhibit -2).

## 2.6 Confidentiality/Nondisclosure.

(a) Confidentiality/Nondisclosure. In connection with the performance of ASM Global's services hereunder, the City acknowledges that ASM Global may provide the City and its employees, agents and subcontractors (including without limitation the architectural and engineering firm retained for the Facility) with Confidential Information (as defined below). In addition, in connection with the performance of the services hereunder, ASM Global may provide to the City and its employees, agents and subcontractors with materials that are protected by copyright of ASM Global.

(i) The City agrees that, subject to applicable law, including, without limitation Ind. Code 5-14-1.5 *et. seq.* ("IN Public Access Act"), it shall keep secret and confidential any and all Confidential Information already disclosed and/or to be disclosed to it by ASM Global, and the City shall not divulge any such information, in whole or in part, to any third party except as is expressly permitted below in this Section 2.6.

(ii) The City shall not use any such information, except for the express purpose of utilizing it in connection with the management of the Facility. The City shall not directly or indirectly disclose or discuss any such information with any Person, other than employees, agents and subcontractors of the City who are directly concerned with the management of the Facility, provided, however, that in the event of any such disclosure to its employees, agents and subcontractors, the City (i) shall first inform ASM Global of its desire to make such disclosure,

(ii) if requested by ASM Global, shall require such employees, agents or subcontractors to execute and deliver to ASM Global prior to any disclosure by the City to him/her/it, an agreement acknowledging a receipt of a copy of the provisions of this Section 2.6 and agreeing to be bound by such provisions to the same extent as the City, and (iii) in any event, shall advise in writing all such Persons of the existence of the provisions of this Section 2.6 and of their responsibility to comply with such provisions.

(iii) “Confidential Information” means any and all information disclosed (orally, in writing, by inspection or otherwise) to the City by ASM Global pursuant to this Agreement and any information developed by the City and based upon the information disclosed to the City pursuant to this Agreement. Such information includes, but is not limited to, plans, proposals, and lists of furniture, fixtures and equipment. The restrictions upon confidentiality and use of Confidential Information set forth in this Section 2.6 do not apply to information which the City can demonstrate was publicly available or lawfully in its possession at the time of its disclosure to the City by ASM Global; however, Confidential Information shall not be deemed in the City’s possession or publicly known simply because it is embraced by more general information in the City’s possession.

(iv) With respect to any information or material which is protected by copyright of ASM Global, no part of such materials may be reproduced, stored in a data base and retrieval system or transmitted in any form or by any means - graphic, electronic, photocopying, recording, mechanical or otherwise - without the prior written permission of ASM Global.

(v) ASM Global acknowledges and agrees that, notwithstanding the provisions of this Section 2.6, the City shall fully and promptly comply with the IN Public Access Act, and, to the extent the IN Public Access Act conflicts with this Section 2.6, the IN Public Access Act shall supersede the terms and requirements hereof. To the extent that the City determines in its reasonable discretion that it must disclose Confidential Information pursuant to the IN Public Access Act, it shall provide ASM Global notice of such disclosure not less than five (5) days prior to disclosing such Confidential Information.

(b) Specific Performance. The City agrees that the provisions of this Section 2.6 are reasonable and necessary to protect the interests of ASM Global and that ASM Global’s remedies of law for a breach of any of the provisions of this Section 2.6 will be inadequate and that, in connection with any such breach, ASM Global will be entitled, in addition to any other remedies (whether at law or in equity), to temporary and permanent injunctive relief without the necessity of proving actual damage or immediate or irreparable harm, or of the posting of a bond. Notwithstanding the foregoing, if a court of competent jurisdiction shall determine any of the provisions of this Section 2.6 to be unreasonable, ASM Global agrees to a reaffirmation of such provisions by such court to any limits which such court finds to be reasonable and the City will not assert that such provision shall be eliminated in their entirety by such court.

2.7 Qualified Management Agreement. The City and ASM Global intend that this Agreement shall constitute a “Qualified Management Agreement” in compliance with applicable requirements of Sec. 141 of the Code and Rev. Proc. 2017-13(IRB 2017-6) and shall be interpreted in accordance with such requirements. With respect to any provisions of the Agreement relating

to an adjustment to the ASM Global Fee for any reason, the Parties agree that any such adjustment shall be subject to and comply with the requirements of Rev. Proc. 2017-13.

2.8 Tax Covenant. ASM Global agrees that it will operate and manage the Facility in a manner which, to the extent of its rights and authority under this Agreement and as otherwise authorized by the City in writing, preserves the exemption from federal income tax interest on any federally tax-exempt bonds issued by, or on behalf of (including by the Corporation), the City in respect of the Facility (the “Tax-Exempt Bonds”) and, in particular, to the extent of its rights and authority under this Agreement and as otherwise authorized by the City in writing, will comply with the requirements of Section 141(b) of the Code, Section 1.141-3 of the Treasury Regulations and Rev. Proc. 2017-13 relating to conditions under which Tax-Exempt Bond financed property will be considered used for an impermissible private use; provided, however that the foregoing shall not require ASM Global to breach any of the provisions of this Agreement unless such action is authorized and such breach is waived in writing by the City and the trustee, if any, for any Tax-Exempt Bonds. In the event that such requirements impose a material adverse financial burden on ASM Global not otherwise contemplated by this Agreement, or if it becomes necessary to amend this Agreement in order to preserve the exemption from federal income tax of interest on the Tax-Exempt Bonds, ASM Global and the City agree to negotiate in good faith and amend this Agreement, including the compensation to be paid to ASM Global, in a manner that maintains or restores to ASM Global the benefits expected to be received by it pursuant to the original terms of this Agreement.

2.9. Contracts with Related Parties. Notwithstanding anything to the contrary herein contained, ASM Global shall not enter into any contracts, as a result of which it, or any of its Affiliates or Related Parties to ASM Global, receives, directly or indirectly, any direct or indirect benefit (other than the receipt by the vendor of the stated contract consideration), including without limitation any rebate, kick-back, revenue sharing, royalty, profit participation, equity participation, barter consideration in the form of goods or services, or any other device, however, denominated and whether similar or dissimilar to any of the foregoing.

### **3. Term and Renewal.**

The Management Term of this Agreement shall commence upon expiration of the Pre-Opening Consulting Period and end sixty (60) months thereafter, unless earlier terminated pursuant to the provisions of this Agreement. The City may, in its sole discretion, extend the Management Term on the same terms and conditions for one or more additional five-year periods (a “Renewal Term”). Notwithstanding the foregoing, the Management Term and any Renewal Term or Renewal Terms may not collectively in event exceed the lesser of (i) thirty (30) years or (ii) eighty-percent (80%) of the weighted average reasonably expected economic life of the Facility. With respect to each Renewal Term, the City shall first obtain an opinion of Bond Counsel that the Management Term, together with any Renewal Terms, comports with the provisions hereof and of Rev. Proc. 2017-13 (IRB 2017-6).

#### **4. ASM Global's Compensation/Capital Contribution.**

##### **4.1 Pre-Opening Consulting Period.**

As total compensation to ASM Global for its services during the Pre-Opening Consulting Period, the City shall pay ASM Global a fixed fee of (i) \$5,000.00, per month during the Initial Construction Period; (ii) \$7,500.00, per month for the twelve (12) months immediately prior to the Facility opening to the general public, which amount shall be pro rated with respect to partial months during the Initial Construction Period; and (iii) \$91,000.00 paid by or before \_\_\_\_\_ in one (1) lump sum. The monthly fixed fee described in subsections (i) and (ii) shall be payable prior to the end of each month during the Pre-Opening Consulting Period.

##### **4.2 [Intentionally Omitted].**

##### **4.3 ASM Global Fee.**

(a) Amount. ASM Global shall be entitled to the ASM Global Fee (as defined herein below) with respect to each Fiscal Year during the Management Term or Renewal Term which shall be equal to the amount calculated in accordance with (i) below:

(i) The ASM Global Fee shall be an amount calculated with respect to each Fiscal Year equal to (y) six percent (6%) of AGI of the Facility up to \$5 Million and no/100 Dollars, and (z) for each dollar over \$5 Million and no/100 Dollars, seven percent (7%) of AGI of the Facility; and

(ii) Thirty percent (30%) of the Ticketing Surcharge

(jointly, the "ASM Global Fee").

The Parties hereto confirm and agree that based upon comparable industry standards the ASM Global Fee constitutes reasonable compensation to ASM Global for its services rendered under this Agreement for the Agreement Term and any Renewal Term. The Parties hereto further confirm and agree that for the avoidance of doubt that the ASM Global Fee is not based upon in any part the Net Operating Loss/Profit of the Facility.

(b) Payment. The ASM Global Fee determined pursuant to Section 4.3(a) above shall be payable to ASM Global within 30 days after the City's receipt of an invoice from ASM Global setting forth the ASM Global Fee owed for the previous Fiscal Year and the calculation therefor. The calculation of and amount of ASM Global Fee shall be subject to audit and review in the manner described in Section 6.1 hereof for a Fiscal Year. If the ASM Global Fee that was paid based on ASM Global's invoice differs from such recalculated amount, ASM Global shall promptly remit to the City any excess amount which was paid, or the City shall promptly pay the shortfall, as the case may be.

4.4 Capital Contribution. ASM Global shall pay to the City a capital contribution of (a) \$1,000,000.00 (the "Initial Contribution") on or before September 1, 2023, and (b) \$1,000,000.00 (the "Renewal Contribution") at the beginning of the first Renewal Term, each of

which shall be a grant to the City, amortized on a straight-line, non-interest-bearing basis over ten (10) years. For the avoidance of doubt, ASM Global shall not be liable for the Renewal Contribution, if this Agreement is not renewed for a Renewal Term. In the event of the expiration or termination of this Agreement for any reason, the City shall pay, or cause any successor management company to pay, to ASM Global unconditionally and without set-off the unamortized amount of the SMG Capital Contribution existing as of such expiration or termination. The payment of any such unamortized amounts shall be made to ASM Global no later than thirty (30) days following the effective date of such expiration or termination.

## **5. Funding; Budget; Bank Accounts.**

### **5.1 Operating Funds.**

Subject to Section 5.2, following the approval of the annual operating budget for a Fiscal Year (including, without limitation, any annual operating budget applicable to the first Fiscal Year during the term hereof), the City shall notify ASM Global of the appropriation of all funds necessary to pay all Operating Expenses incurred or accrued in such Fiscal Year. To the extent that Operating Revenues during a calendar quarter period are insufficient, or expected to be insufficient, to cover Operating Expenses plus, with respect to the first quarter of a Fiscal Year, the amount of the projected ASM Global Fee payable pursuant to Section 4.3(b) for the prior Fiscal Year (“Cash Flow Shortfall”) for such period, the City shall advance funds to ASM Global as follows. Thirty (30) days prior to the beginning of each calendar quarter during the Management Term and any Renewal Term, ASM Global will submit to the City an invoice for the projected Cash Flow Shortfall for such quarter and the City will transfer such funds to ASM Global within five (5) days after the start of such calendar quarter. Such funds shall be deposited by ASM Global in the operating account(s) established pursuant to Section 5.6 and used to pay Operating Expenses.

### **5.2 Non-Funding.**

(a) The City shall have no obligation to provide funds for the payment of Operating Expenses incurred or committed for after the date ASM Global receives written notice (an “Appropriation Deficiency Notice”) of the fact that insufficient funds or no funds have been appropriated for the Facility.

(b) If the Appropriation Deficiency Notice is of insufficient funds, the City shall pay all Operating Expenses incurred or committed for (i) prior to ASM Global’s receipt of the Appropriation Deficiency Notice; or (ii) that are within the aggregate level of funds previously appropriated. The City shall pay all Operating Expenses incurred or committed for prior to the date ASM Global receives the Appropriation Deficiency Notice. Any failure by the City to provide funds (beyond the aggregate level of appropriated funds) for the payment of Operating Expenses incurred or committed for after ASM Global receives an Appropriations Deficiency Notice shall not be a breach of or default under this Agreement by the City. Any failure by ASM Global to perform its obligations under this Agreement shall not be a breach of or default under this Agreement if such breach or default results from the City’s failure to appropriate sufficient funds for the management, operation and promotion of the Facility.

(c) If the City appropriates funds at (or reduces appropriated funds to) a level that, in ASM Global's commercially reasonable judgment, renders the management of the Facility not feasible, including payment of the ASM Global Fee, ASM Global may, at its option, either (i) continue management of the Facility at a reduced level consistent with anticipated Operating Revenues and available funding or (ii) terminate this Agreement pursuant to Section 12.2 (with the effect set forth in Section 12.3). Following such termination, ASM Global shall have the right to resume management of the Facility at such time as the City shall first restore appropriated funds to reasonable levels.

### 5.3 Annual Budget.

(a) On or before the June 1<sup>st</sup> of each year of the Term or any Renewal Term, ASM Global will prepare a proposed annual operating budget for the next Fiscal Year to meet the scope of services and objectives under this Agreement. Such budget shall contain appropriate line items for Operating Revenues and Operating Expenses, and the projected net operating deficit or surplus. Subject to the Budget Review Standard, ASM Global shall be entitled to reallocate money from one line of the annual budget to another line of such budget; provided, in any event, such reallocation shall not result in a modification of the ASM Global Fee. The Annual Budget shall also include a line-item showing the projected ASM Global Fee, which ASM Global Fee shall be (i) calculated as set forth in Section 4.3, and (b) subject to review pursuant to Sections 4.3(b) and 6.1 hereof.

(b) The annual budget referred to in subparagraph (a) above shall be reviewed and is subject to approval by the City. On or before thirty (30) days prior to the end of each Fiscal Year, the City shall notify ASM Global of any changes to the annual operating budget for the succeeding Fiscal Year proposed by ASM Global and with such changes, if any, as are made by the City on or before thirty (30) days prior to the end of each Fiscal Year, such budget shall be the Approved Budget for the following Fiscal Year, provided that if the annual operating budget as proposed by ASM Global is modified by the City in a manner which, in ASM Global's judgment, could materially interfere, impede or impair the ability of ASM Global to manage, operate or promote the Facility, ASM Global shall have the right to terminate this Agreement pursuant to Section 12.2 (with the effect set forth in Section 12.3), and provided further that if the approved annual operating budget departs from the budget proposed by ASM Global, ASM Global shall not be construed to have breached its obligations under this Agreement if the alleged breach has been caused by the limitations in the Fiscal Year's budget.

(c) On or prior to (i) August 1<sup>st</sup> of 2023, ASM Global will submit a budget for (i) pre-opening services, and (ii) management services, to be provided during 2024; such proposed budget shall be treated in the same manner and create the same rights as the annual budget described in subparagraph (b) above, provided that the City shall notify ASM Global of any changes to such proposed budget by September 1, 2023

(d) Beginning in 2024, on or before June 1<sup>st</sup> of the Management Term or any Renewal Term, ASM Global will submit to the Contract Administrator its proposed operating budget for the upcoming Fiscal Year hereof; such proposed budget shall be treated in the same manner and create the same rights as the annual budget described in subparagraph (b) above,



provided that the City shall notify ASM Global of any changes to such proposed budget by July 1st.

(e) The operating budget for each Fiscal Year shall contain a line item for a “Senior Executive Personnel Bonus Pool” from which Bonuses to Senior Executive Personnel (as agreed by the Parties) may be paid by ASM Global subject to terms agreed to by the City and ASM Global; provided, however, that the amount of Bonuses that may be paid in any Fiscal Year during the Management Term shall not exceed a fixed amount to be agreed to by the Parties; provided further, that such fixed amount for each Fiscal Year after the initial Fiscal Year shall be increased by a percentage equal to the amount, if any, by which the CPI for the last month of the prior Fiscal Year exceeds the CPI for the first month of such Fiscal Year. For any partial year, such amount shall be prorated to reflect the actual number of days for the applicable Fiscal Year. The Senior Executive Bonus Pool shall be treated as an Operating Expense.

(f) Notwithstanding the budget review process described in this Section 5.3, the formula used to determine the ASM Global Fee shall not change, except as specifically provided in this Agreement, in which instance, any adjustment to the formula for the ASM Global Fee shall be subject to Section 2.7 for and compliance with the requirements of Rev. Proc. 2017-13.

#### 5.4 Budget Modifications Initiated by ASM Global.

ASM Global may submit to the Contract Administrator at any time prior to the close of a Fiscal Year a supplemental or revised annual operating budget for such Fiscal Year. Upon the written approval of the City of such supplemental or revised budget, the Approved Budget for such Fiscal Year shall be deemed amended to incorporate such supplemental or revised budget. The Approved Budget may only be amended as set forth in Section 5.5 below or in the two preceding sentences except that ASM Global shall have the right to amend the Approved Budget as may be necessary or appropriate as the result of the scheduling by ASM Global of additional events or activities at the Facility (and the incurrence of additional Operating Expenses arising from the scheduling of additional events or activities at the Facility) as long as prior to the scheduling of such events or activities, ASM Global had a good faith belief that the projected Net Operating Loss/Profit for the Fiscal Year as set forth in the Approved Budget would not be increased as a result of such additional events or activities. Notwithstanding the foregoing, the formula used to calculate the ASM Global Fee shall not change pursuant to this Section 5.4.

#### 5.5 Budget Modifications Initiated by the City.

In the event that it appears reasonably likely, in any year during the term hereof, that the actual Net Operating Loss/Profit for such Fiscal Year will be larger than projected in the annual operating budget for such Fiscal Year, the City may request from ASM Global a plan for reduction of Operating Expenses to a level consistent with the budgeted Net Operating Loss/Profit amount. ASM Global shall forthwith comply with any such expense reduction requested by the City and the approved budget for such Fiscal Year shall be modified accordingly, provided that if the annual operating budget is modified in a manner which, in ASM Global’s commercially reasonable judgment, could materially interfere, impede or impair the ability of ASM Global to manage, operate or promote the Facility, ASM Global shall have the right to terminate this

Agreement pursuant to Section 12.2 (with the effect set forth in Section 12.3) and provided further that ASM Global shall not be construed to have breached its obligations under this Agreement if such alleged breach has been caused by the limitations in the Fiscal Year's budget and such Net Operating Loss/Profit is not a result of any material default or breach by ASM Global of its obligations specified herein. Notwithstanding the foregoing, the formula used to calculate the ASM Global Fee shall not change pursuant to this Section 5.5.

#### 5.6 Receipts and Disbursements.

ASM Global shall establish and maintain in one or more depositories designated by the City one or more operating, payroll and other bank accounts for the promotion, operation and management of the Facility, with signature authority in such employees of ASM Global as ASM Global shall determine. All Operating Revenues collected by ASM Global from the operation of the Facility shall be deposited into such accounts and Operating Expenses shall be paid by ASM Global from such accounts. All Operating Revenues collected by ASM Global arising from operation of the Facility, including revenues from box office sales (but excluding ticket sales revenues which shall be deposited as set forth in Section 5.7 below), facility or equipment rentals, utility rental agreements, food and beverage concessions, or any other source, are the sole property of the City, held in trust by ASM Global for the City for application as provided herein. Any amounts remaining in such accounts upon termination of this Agreement for any reason, after payment of all outstanding Operating Expenses, shall be promptly paid by ASM Global to the City. In the event of any reimbursements to ASM Global for the payment of Operating Expenses that may be incurred by it, if any, ASM Global hereby certifies that any such reimbursements shall not include any Direct or Indirect Profit to ASM Global or its Affiliates.

#### 5.7 Ticket Sales Revenues.

ASM Global shall hold in one or more separate interest-bearing account or accounts in a banking institution depository designated by the City any ticket sales revenues which it receives with respect to an event to be held at the Facility pending the completion of the event. Such monies are to be held for the protection of ticket purchasers, the City and ASM Global, and to provide a source of funds, as required for such payments to performers and promoters and for such payments of Operating Expenses in connection with the presentation of events as may be required to be paid contemporaneously with the event. Following the satisfactory completion of the events, ASM Global shall make a deposit into the operating account established pursuant to Section 5.6 above of the amount in such account from such event and shall pay from the operating account Event Expenses for such event, such other amounts that are due in respect of the event, if any, and any balance shall be retained in the operating account for payment of other Operating Expenses. Interest which accrues on amounts deposited in the operating account(s) referred to in Section 5.6 and the ticket sales revenue account referred to above shall be considered Operating Revenues. For the avoidance of doubt, actual ticket sales revenues deposited to the ticket sales revenue account shall not be considered Operating Revenues.

#### 5.8 Capital Improvements; Capital Equipment.

The annual plan submitted pursuant to Section 6.2 shall include ASM Global's recommendation for Capital Improvements and Capital Equipment purchases to be accomplished

during the year and shall be accompanied by an estimate of the cost of all such items and projects and a request that the City budget funds therefor. The City shall retain the discretion to determine whether and to what level to fund Capital Improvements and Capital Equipment purchases to the Facility. On a case-by-case basis, ASM Global and the City shall mutually determine whether the City or ASM Global shall cause to be completed such Capital Improvements or cause to procure such Capital Equipment approved by the City (in either instance, "Approved Procurement"). The City shall be solely responsible for the cost of such Approved Procurement notwithstanding whether the cost exceeds the estimate approved by the City.

#### 5.9 Limitation of ASM Global Liability.

Notwithstanding any provision herein to the contrary and except for ASM Global's express indemnification undertakings in Section 8.1 and its express reimbursement undertakings in Section 6.1(b), ASM Global shall have no obligation to fund any cost, expense or liability with respect to the operation, management or promotion of the Facility, including, specifically, any pre-opening expenses incurred during the Pre-Opening Consulting Period as set forth in the Pre-Opening Budget, from its own funds and all such costs, expenses and liabilities shall be funded from revenues, including Operating Revenues, deposited to the funds and accounts established under Sections 5.6 and 5.7 hereof or as otherwise funded by the City. Notwithstanding anything to the contrary set forth in this Agreement, the City recognizes and agrees that performance by ASM Global of its responsibilities under this Agreement is in all respects subject to and conditioned upon the timely provision of funds to ASM Global for such purposes as herein provided.

#### 5.10 Funds for Emergency Repairs.

Upon approval of the Contract Administrator, ASM Global shall have the right to act, with the consent of the City, in situations which ASM Global commercially reasonably determines to be an emergency with respect to the safety, welfare and protection of the general public, including spending and committing funds held in the operating account(s) of the Facility, even if such expenses are not budgeted; provided, however, ASM Global shall have no obligation under any circumstance to spend or commit funds other than funds then available in such accounts for any such purpose. Immediately following such action, ASM Global shall inform the City of the situation and the action(s) taken, and the City shall pay into such account(s) the amount of funds, if any, spent or committed by ASM Global pursuant to this Section 5.10 in excess of budgeted amounts.

#### 5.11 Pre-Existing Conditions and External Events.

Notwithstanding anything to the contrary in this Agreement, unless agreed to in writing in advance by the Parties, ASM Global shall have no responsibility whatsoever for the remediation, abatement, correction, cure or administration of any environmental, construction, personnel, real property or other problems that arise at the Facility during the Management Term that (a) relate to the operation or condition of the Facility, or activities undertaken at the Facility or on the underlying real property, prior to the Management Term, except for those issues that directly arise from ASM Global's Pre-Opening services provided hereunder, or (b) are caused by or arise from sources outside of the Facility and are unrelated to the services provided by ASM

Global hereunder, and the City shall retain full managerial and financial responsibility and liability for and control over the remediation, abatement, correction, cure and administration of such problems, and shall take such actions in a timely manner with as little disturbance or interruption of the use and enjoyment of the Facility as practicable. Notwithstanding the foregoing, if agreed to by the Parties, ASM Global shall take appropriate steps, at the City's expense, to (i) comply with, or cure or prevent the violation of, any applicable Laws and (ii) avoid or minimize any actual or potential injury to persons or damage to the Facility or other property.

5.12 Operating Covenants of ASM Global. In consideration of, and as a condition to the performance of the services hereunder and the rights granted to ASM Global herein, ASM Global, during the Management Term, makes the following covenants in favor of the City:

- i. Minimum Events. Subject to Force Majeure, during the Management Term, ASM Global shall produce no fewer than: (A) 120 Events in each of Operational Years 1-2; (B) 130 Events in each of Operational Years 3-4, (C) and 150 Events in Operational Year 5 and any Operational Year in any Extended Term (each referred to as a "Minimum Event Amount"). Subject to Force Majeure, in the event ASM Global is unable to produce Seventy-Five percent (75%) of the Minimum Event Amount for the applicable Operational Year (a "Minimum Event Failure"), City shall have the right, but not the obligation, to hire an independent third-party of national or regional reputation with subject matter expertise on managing and operating sports facilities, at its sole cost, to review ASM Global's performance and management of the Facility (the "Third Party Review"), whose findings shall be produced in a written report (the "Third Party Report"). In the event the City does not engage a third party to conduct the Third Party Review and/or produce the Third Party Report, City shall provide ASM Global with written notice of its declaration of a Minimum Event Failure and recommendations for addressing any identified deficiencies (the "Minimum Event Failure Notice"). ASM Global shall have ninety (90) days from its receipt of the Third Party Report or Minimum Event Failure Notice to provide City with a plan generally demonstrating the actions ASM Global would take to address any deficiencies outlined in the Third Party Report or the Minimum Event Failure Notice (the "Corrective Action Plan"). Subject to Force Majeure, should more than two (2) Minimum Event Failures occur in any five (5) consecutive Operational Year period and, as a result thereof, ASM Global fails to adequately address the identified deficiencies in the Corrective Action Plan to the reasonable satisfaction of the City, the City shall have the right to terminate this Agreement. Notwithstanding anything to the contrary in this Agreement, such termination right shall be the sole and exclusive remedy of the City for any failure of ASM Global to produce a Minimum Event Amount pursuant to this Agreement and, upon any such termination, all of ASM Global's duties and obligations under this Agreement shall immediately and automatically be terminated.
- ii. City Suites. During the Management Term, City reserves for itself the use of one (1) suite, at no charge, for the exclusive use of the City and its invitees, for all Events and Indy Fuel Events; provided however, City shall be responsible for any charges for food and beverages. The location of the suite described herein is more particularly depicted in Exhibit F attached hereto and incorporated herein.

iii. Facility Fee. ASM Global shall charge the Facility Fee for every ticket that meets the following criteria: (1) such ticket is sold for an Event or Indy Fuel Event (if ASM Global is selling such tickets), (2) ASM Global actually collects the applicable funds with respect to such ticket, and (3) ASM Global retains the collected funds with respect to such ticket (e.g., such funds are not refunded). The Parties acknowledge and agree that: (x) the ultimate Facility Fee paid pursuant to this Agreement will not be based on the actual attendance at events given that most events have at least some complimentary tickets, including without limitation those provided for promotions, contests, players and their guests, opposing teams, and other, and (y) the Facility Fee may exclude, at City's sole discretion, any tickets related to, and whether sold or otherwise, for events hosted by City. Notwithstanding the foregoing, City reserves the right to implement a policy regarding the use of complimentary tickets. The Facility Fee with respect to an Event or Indy Fuel Event (if ASM Global is selling such tickets) shall be due and payable by ASM Global to the City no later than thirty (30) days after the date on which the applicable Event or Indy Fuel Event (if ASM Global is selling such tickets) occurs.

## **6. Records, Audits and Reports.**

### **6.1 Records and Audits.**

(a) ASM Global shall keep full and accurate accounting records relating to its activities at the Facility in accordance with GAAP. ASM Global shall maintain a system of bookkeeping adequate for its operations hereunder. ASM Global shall give the City's authorized representatives access to such books and records maintained at the Facility during reasonable business hours and upon three (3) business days' notice. ASM Global shall keep and preserve for at least three (3) years following each Fiscal Year all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses for such period. In addition, on or before one hundred twenty (120) days following each Fiscal Year for which ASM Global is managing the Facility hereunder, ASM Global shall furnish to the City a balance sheet, a statement of profit or loss and a statement of cash flows for the Facility for the preceding Fiscal Year, prepared in accordance with GAAP and accompanied by an independent auditor's report of a nationally recognized, independent certified public accountant. The audit shall contain an opinion expressed by the independent auditor of the accuracy of financial records kept by ASM Global and of amounts due to the City. The audit shall also provide a certification of Operating Revenues and Operating Expenses as defined in this Agreement for such Fiscal Year. The audit shall be conducted by a reputable firm selected by ASM Global with City approval. The City shall not withhold or delay such consent or approval unreasonably. Notwithstanding anything to the contrary herein, the costs of such audit shall be deemed Operating Expenses.

(b) The City shall have the right at any time, and from time to time, to cause nationally recognized independent auditors to audit all of the books of ASM Global relating to Operating Revenues and Operating Expenses, including, without limitation, cash register tapes, credit card invoices, duplicate deposit tapes, and invoices. No costs incurred by the City in conducting such audit shall be considered an Operating Expense. If any such audit demonstrates

that the Operating Revenues or Operating Expenditures reflected in any financial statements prepared by ASM Global and audited as specified in the foregoing subparagraph (a) are understated (in the case of Operating Expenses) or overstated (in the case of Operating Revenues), in either case by more than five percent (5%), ASM Global shall pay to the City the reasonable cost of such audit and shall promptly refund to the City any portion of the ASM Global Fee paid for such Fiscal Year which is attributable to the overstatement or understatement, as the case may be, and which bears upon the calculation of the ASM Global Fee for such Fiscal Year (for the avoidance of doubt, payment shall only be due to the extent the audit demonstrates a five percent (5%) or more deviation from the calculation of the ASM Global Fee). The City's right to have such an audit made with respect to any Fiscal Year and ASM Global's obligation to retain the above records shall expire three (3) years after ASM Global's statement for such Fiscal Year has been delivered to the City.

## **6.2     Annual Plan.**

ASM Global shall provide to the City on or before ninety (90) days prior to the end of each Fiscal Year, an annual management plan, for the next Fiscal Year. The annual plan shall include information regarding ASM Global's anticipated operations for such Fiscal Year, including planned operating and maintenance activities by ASM Global, requested Capital Improvements and Capital Equipment purchases and an anticipated budget therefor, anticipated events at the Facility, anticipated advertising and promotional activities, and planned equipment and furnishings purchases. The annual plan shall be subject to review, revision and approval by the City. Following review and revision by the City, ASM Global shall have thirty (30) days to incorporate the City's revisions into its plan. Upon approval by the City, such annual plan shall constitute the operating program for ASM Global for the following Fiscal Year.

## **6.3     Monthly Reports.**

By the twenty-fifth day of each month, ASM Global shall provide to the City a written monthly report in a form approved by the City and similar to that used in other ASM Global-managed facilities setting out the Facility's anticipated activities for the upcoming month and reporting on the prior month's activities and finances. ASM Global shall include in such report a detailed balance sheet showing Operating Revenues and Operating Expenses, a report showing the ASM Global Fee earned and other financial reports, including, without limitation, a departmental expense report and event accounting report and the ASM Global Fee.

# **7.     **Employees.****

## **7.1     ASM Global Employees.**

(a)     ASM Global shall select, train and employ at the Facility such number of employees as ASM Global deems necessary or appropriate to satisfy its responsibilities hereunder; ASM Global shall use its best efforts to recruit employees who will be proficient, productive, and courteous to patrons, and ASM Global shall have authority to hire, terminate and discipline any and all personnel working at the Facility.

(b)     ASM Global shall assign to the Facility a competent, full-time general manager that is pre-approved by the City in writing prior to such appointment. From time to time

the general manager may provide assistance in connection with the consulting and/or management services provided by ASM Global or any of its Affiliates at other facilities managed, owned or leased by ASM Global or any of its Affiliates, provided that (i) such assistance does not affect in any material respect the responsibilities and duties of the general manager to the Facility, (ii) the cost of the salary and benefits of the general manager for the time spent in connection with providing such assistance shall be reimbursed by ASM Global from the operating account of the Facility as an Operating Expense; and (iii) the Contract Administrator preapproves in writing the general manager's outside consulting and management services,

(c) ASM Global employees at the Facility shall not for any purpose be considered employees of the City, and ASM Global shall be solely responsible for their supervision and daily direction and control and for setting, and paying as an Operating Expense, their compensation (and federal income tax withholding) and any employee benefits, and all costs related to their employment shall be an Operating Expense.

7.2 [Intentionally Omitted].

7.3 No Solicitation or Employment by City.

During the period commencing on the date hereof and ending one (1) year after the termination of this Agreement, except with ASM Global's prior written consent, the City will not, for any reason, solicit for employment, or hire, any of the senior management personnel employed by ASM Global at the Facility, including, without limitation, the general manager, director-level employees and department heads. In addition to any other remedies which ASM Global may have, specific performance in the form of injunctive relief shall be available for the enforcement of this provision.

**8. Indemnification and Insurance.**

8.1 Indemnification.

(a) ASM Global shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all Losses arising from any material default or breach by ASM Global of its obligations specified herein; provided, however, that the foregoing indemnification shall not extend to Losses to the extent such Losses (i) arise from any breach or default by the City of its obligations under Section 8.1(b) below, (ii) are covered by the commercial insurance procured by ASM Global pursuant to Section 8.2 covering (A) the Facility and its premises for physical damage or other Loss and (B) business interruption and extra expenses, irrespective of the decision of the City to carry or not to carry such insurance, or (iii) are caused by or arise out of the services provided by the architects, engineers and other agents (other than ASM Global) retained by the City in connection with Capital Improvements or Capital Equipment purchases at the Facility.

(b) The City shall indemnify, defend and hold harmless ASM Global, its partners, officers, agents and employees from and against any and all Losses arising from (i) any material default or breach by the City of its obligations specified herein, (ii) the fact that at any time prior to the Management Term hereunder the Facility has not been operated, or the Facility and its premises have not been, in compliance with all Laws, including, but not limited to, the

ADA, (iii) as of, or after the Management Term hereunder the Facility and its premises are not in compliance with the Laws, (iv) the fact that prior to, as of, or after the commencement of the Management Term hereunder there is any condition on, above, beneath or arising from the premises occupied by the Facility which might, under any Law, give rise to liability or which would or may require any “response,” “removal” or “remedial action” (as such terms are defined under CERCLA), (v) any structural defect with respect to the Facility or the premises occupied by the Facility prior to, as of or after the commencement of the Management Term hereunder, (vi) any non-compliance with any Pre-Existing Agreement on or prior to the commencement of the Management Term, or (vii) any act or omission carried out by ASM Global at or pursuant to the direction or instruction of the City, its agents or employees, or the City’s failure to provide sufficient funding.

(c) The provisions set forth in subparagraphs (a) and (b) above shall survive termination of this Agreement; provided, however, that except for indemnification based upon Section 8.1(b) (ii), (iii), (iv), (v), (vi) or (vii) above, a claim for indemnification pursuant to Section 8.1 shall be valid only if the Party entitled to such indemnification provides written notice thereof to the other Party prior to three (3) years following the date of termination of this Agreement.

(d) The terms of all insurance referred to in Section 8, including without limitation the policies of any independent contractors retained by the City or hired by ASM Global, shall preclude subrogation claims against ASM Global, its partners, the City and their respective officers, directors, employees and agents.

(E) IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER BASED UPON BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE, AND EACH PARTY’S LIABILITY FOR DAMAGES OR LOSSES HEREUNDER SHALL BE STRICTLY LIMITED TO DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY THE OTHER PARTY.

## 8.2 Liability Insurance.

(a) ASM Global shall secure prior to the commencement of the Management Term hereunder and shall keep in force at all times during the term of this Agreement, (i) commercial liability insurance, including public liability and property damage, covering premises liability, and ASM Global operations hereunder, in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and One Million Dollars (\$1,000,000.00) for property damage, including products and completed operations. ASM Global shall also maintain Umbrella liability insurance with a limit of Five Million Dollars (\$5,000,000.00); and (ii) liquor liability insurance in the amount of One Million Dollars (\$1,000,000.00).

(b) ASM Global shall also maintain Comprehensive Automotive Bodily Injury and Property Damage Insurance for business use covering all vehicles operated by ASM Global officers, agents and employees in connection with the Facility, whether owned by ASM Global, the City, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage).



(c) Commencing with the Management Term and continuing thereafter during the term hereof, ASM Global shall also maintain:

(i) professional liability insurance with coverage of at least One Million Dollars \$1,000,000.00) for claims of negligent errors, acts or omissions by ASM Global; and

(ii) employment practices liability insurance with coverage of at least One Million Dollars \$1,000,000.00) for claims relating to the employment practices of ASM Global at the Facility pertaining to its employees.

(d) ASM Global shall be the named insured under all such insurance. The City shall be an additional insured under the insurance described in Sections 8.2(a) and (b), as its interests may appear, and such insurance in Sections 8.2(a) and (b) shall contain a provision covering the Parties' indemnification liabilities to each other.

(e) Certificates evidencing the existence of the above insurance shall be delivered to the Contract Administrator prior to the commencement of the Management Term. Notwithstanding the provisions of this Section 8.2, the Parties hereto acknowledge that the above insurance may contain exclusions from coverage which are reasonable and customary for insurance of such type.

(f) With respect to insurance procured by it, ASM Global shall deliver to the Contract Administrator satisfactory evidence of such renewal of such insurance at least twenty (20) days after such insurance's expiration date except for any insurance expiring on the termination date of this Agreement or thereafter.

(g) Except as provided in Section 8.5, all insurance procured by ASM Global in accordance with the requirements of this Agreement shall be primary over any insurance carried by the City and not require contribution by the City.

### 8.3 Workers Compensation Insurance.

ASM Global shall at all times maintain worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through the Indiana State Compensation Insurance Fund or through an authorized self-insurance plan approved by the State of Indiana, insuring its employees at the Facility in amounts equal to or greater than required under law.

### 8.4 Fidelity Insurance.

ASM Global shall maintain during the term of this Agreement Fidelity Insurance covering all of ASM Global's personnel under this Agreement in the amount of Five Hundred Thousand Dollars (\$500,000.00) for each loss, to reimburse the City for losses experienced due to the dishonest acts of ASM Global's employees.

## 8.5 Certain Other Insurance.

If any of the Pre-Existing Agreements consist of agreements with independent contractors to provide services in respect of the Facility, the City shall use its best efforts to cause such contractors to name ASM Global as an additional insured under any insurance maintained by such contractors pursuant to the terms of such Pre-Existing Agreements and in such event to deliver to ASM Global promptly after request therefor a certificate of such insurance evidencing the existence thereof. In addition, if ASM Global enters into any agreements during the term of this Agreement with any independent contractors for the provision of services hereunder, ASM Global shall require such contractors to name ASM Global and the City as additional insureds under any insurance required by ASM Global thereunder.

## 9. **Ownership of Assets.**

### 9.1 Ownership.

The ownership of buildings and real estate, technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property located at the Facility shall remain with the City. Ownership of and title to all intellectual property rights of whatsoever value, held in the City's name shall remain in the name of the City. The ownership of consumable assets (such as office supplies and cleaning materials) purchased with Operating Revenues or City funds shall remain with the City, but such assets may be utilized and consumed by ASM Global in the performance of services under this Agreement. The ownership of data processing programs and software owned by the City shall remain with the City, and the ownership of data processing programs and Software owned by ASM Global shall remain with ASM Global. ASM Global shall not take or use, for its own purposes, customer or exhibitor lists or similar materials developed by the City for the use of the Facility, unless written consent is granted by the City. Ownership of equipment, furnishings, materials, or fixtures not considered to be real property and other personal property purchased by ASM Global with City funds for use at and for the Facility shall vest in the City automatically and immediately upon purchase or acquisition. The assets of the City as described herein shall not be pledged, liened, encumbered or otherwise alienated or assigned other than in the ordinary course of business of the Facility without the prior approval of the City.

### 9.2 City Obligations.

The City shall repair and maintain in such order and condition as necessary to avoid any limitation on the normal operation of the Facility or any interruption or interference with the operation of the Facility or safety issue in connection with the operation of the Facility, and in compliance with the Laws, and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to the Facility, at its sole cost and expense. The City shall be responsible for funding and making all Capital Expenditures and Capital Improvements. No expenditures made by the City pursuant to this Section shall be deducted as an Operating Expense or otherwise deducted in determining Net Operating Loss/Profit.

## **10. Assignment.**

### **10.1 Assignment.**

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the prior written consent of the other Party hereto. Notwithstanding the foregoing, (a) ASM Global may assign all or any part of its rights hereunder to an Affiliate, provided that (i) such Affiliate possesses substantially the same degree of expertise and quality of personnel as originally provided under this Agreement, and (ii) such assignment shall be at no increased cost to the City; and (b) the City may assign this Agreement to another agency or instrumentality of the City that legally is able to perform the respective obligations hereunder. For sake of clarity, the Parties acknowledge that the foregoing does not preclude the assignment by ASM Global of its rights to receive its consulting fee and the ASM Global Fee hereunder to its lender(s) as collateral security for ASM Global's obligations under any credit facilities provided to it by such lender(s), provided that such collateral assignment shall not in any event cover ASM Global's rights to manage, promote or operate the Facility hereunder.

### **10.2 ASM Global Transactions With Affiliates/Material Contracts.**

In connection with its management responsibilities hereunder relating to the purchase and/or procurement of equipment, materials, supplies, inventories, and services for the Facility, ASM Global shall have the right, but not the obligation, to purchase and/or procure from, or otherwise transact business with, an Affiliate of ASM Global on commercially reasonable terms subject to the terms of this Agreement, including Section 2.9 hereof. Notwithstanding the foregoing, prior to transacting business with an Affiliate or entering into a Material Contract, ASM shall seek the written approval of the Contract Administrator, which approval shall not be unreasonably withheld.

## **11. Laws and Permits.**

### **11.1 Permits, Licenses, Taxes and Liens.**

ASM Global shall use reasonable efforts to procure or cause to be procured any permits and licenses required by the Laws for the business to be conducted by it hereunder, except for alcohol permit(s) which shall be obtained by the City in its name. The City shall cooperate with ASM Global in applying for such permits and licenses. ASM Global shall deliver copies of all such permits and licenses to the Contract Administrator. ASM Global shall pay promptly, out of the accounts specified in Section 5.6, all taxes, excises, license fees and permit fees of whatever nature arising from its operation, promotion and management of the Facility. ASM Global shall use reasonable efforts to prevent mechanic's or materialman's or any other lien from becoming attached to the premises or improvements at the Facility, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman, so long as the work, labor or material was provided at ASM Global's direction and the City has supplied funds for the payment of charges therefor in accordance with this Agreement.

### 11.2 Governmental Compliance.

The City shall have the obligation to provide such funding as set forth in the Approved Budget and necessary for ASM Global, its officers, agents and employees to comply with Laws applicable to ASM Global's management of the Facility hereunder, and ASM Global, its officers, agents and employees shall comply with Laws applicable to ASM Global's management of the Facility hereunder. Without limiting the foregoing, with respect to the ADA, ASM Global will comply with Title III of the ADA and the provision of such auxiliary aids or alternate services as may be required by the ADA. Nothing in this Section 11.2 or elsewhere in this Agreement shall, however, require ASM Global to undertake any of the foregoing compliance activity, nor shall ASM Global have any liability under this Agreement therefor, if (a) such activity requires any Capital Improvements or Capital Equipment purchases, unless the City provides funds for such Capital Improvements and Capital Equipment purchases pursuant to Section 5.8 hereof, or (b) any Pre-Existing Agreement fails to require any licensee, lessee, tenant, promoter or user of any portion of the Facilities to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Facilities. Furthermore, ASM Global shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Facility to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Facility.

### 11.3 No Discrimination in Employment.

In connection with the performance of work under this Agreement, ASM Global shall not refuse to hire, discharge, refuse to promote or demote, or to discriminate in matters of compensation against, any Person otherwise qualified, solely because of race, color, religion, gender, age, national origin, military status, sexual orientation, marital status or physical or mental disability.

### 11.4 E-Verify.

All terms defined in Ind. Code § 22-5-1.7 *et seq.* are adopted and incorporated into this Section 11.4. Pursuant to Ind. Code § 22-5-1.7 *et seq.*, ASM Global covenants to enroll in and verify the work eligibility status 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, ASM Global 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, ASM Global shall provide the 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 ASM Global and delivered to the Contract Administrator.

## **12. Termination.**

### 12.1 Termination Upon Default.

(a) Default. Either Party may terminate this Agreement upon a default by the other Party hereunder. A Party shall be in default hereunder if (i) such Party fails to pay any sum payable

hereunder within thirty (30) days after same is due and payable, or (ii) such Party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than thirty (30) days after written notice thereof from the other Party, provided, however, if such default (other than a default in the payment of money) is of such a nature that it cannot be remedied within thirty (30) days, despite commercially reasonable 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: (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 ninety (90) days after the date of default.

(b) **Gross Misconduct.** The City may immediately terminate this Agreement upon notice to ASM Global if (i) it or any of the employees identified in Section 7.1 engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or ASM Global's contractual relationship with the City); or (ii) it becomes generally known that ASM Global 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.

#### 12.2. Termination Other than Upon Default.

(a) ASM Global shall have the right to terminate this Agreement upon sixty (60) days written notice to the City (i) under the circumstances described in Sections 5.2, 5.3 or 5.5 hereof, or (ii) if the City fails to make Capital Improvements or Capital Equipment purchases at the Facility to the extent that such omission, in ASM Global's judgment, materially interferes with, impedes or impairs the ability of ASM Global to manage the Facility effectively.

(b) Either Party shall have the right to terminate this Agreement under the circumstances specified in Exhibit "E", paragraph (d).

#### 12.3 Effect of Termination.

In the event this Agreement expires or is terminated, (i) all Operating Expenses incurred or committed for prior to the date of expiration or termination shall be paid using funds on deposit in the account(s) described in Sections 5.6 and 5.7 and to the extent such funds are not sufficient, the City shall pay all such Operating Expenses and shall indemnify and hold ASM Global harmless therefrom, (ii) the City shall promptly pay ASM Global all fees earned to the date of expiration or termination (the consulting fee and/or ASM Global Fee described in Section 4.3 hereof being subject to proration), provided that the City shall be entitled to offset against such unpaid fees any damages (actual, not consequential) directly incurred by the City in remedying any default by ASM Global hereunder which resulted in such termination (other than the fees or expenses of any replacement manager for the Facility), and (iii) without any further action on the part of ASM Global or the City, the City shall, or shall cause another management company retained by it to, accept the assignment of ASM Global's rights, and assume and perform all of ASM Global's obligations, arising from contracts entered into by ASM Global prior to such expiration or termination including, without limitation any licenses, occupancy agreements, rental

agreements, booking commitments, advertising agreements, concession agreements, and any other contracts relating to the Facility which have been executed by ASM Global hereunder, except (A) to the extent that any such license, agreement, commitment or contract was executed by ASM Global in violation of any of the restrictions applicable to ASM Global's right to execute such licenses, agreements, commitments or contracts contained in this Agreement and (B) for any such license, agreement, commitment or contract to which the consent of the other Party thereto is required for such assignment and assumption unless such consent is obtained (in the case of any such consent, ASM Global will use commercially reasonable efforts to obtain such consent and the City will cooperate in any reasonable manner with ASM Global to obtain such consent). Upon the expiration of this Agreement or a termination pursuant to Section 12.1 or 12.2, all further obligations of the Parties hereunder shall terminate except for the obligations in this Section 12.3 and in Sections 7.3, 8.1 and 12.4; provided, however, that if such termination is the result of a willful default, the nondefaulting Party exercising its right to terminate this Agreement shall be entitled to recover damages for breach arising from such willful default.

#### **12.4 Surrender of Premises.**

Upon termination of this Agreement (termination shall, for all purposes in this Agreement, include termination pursuant to the terms of this Section 12 and any expiration of the term hereof), ASM Global shall surrender and vacate the Facility upon the effective date of such termination. The Facility and all equipment and furnishings shall be returned to the City in good repair, reasonable wear and tear excepted, to the extent funds were made available therefor by the City. All reports, records, including financial records, and documents maintained by ASM Global at the Facility relating to this Agreement other than materials containing ASM Global's proprietary information shall be immediately surrendered to the City by ASM Global upon termination.

### **13. Miscellaneous.**

#### **13.1 Use of Facility at Direction of City.**

(a) At the direction of the Contract Administrator, upon reasonable advance notice and subject to availability, ASM Global shall provide use of the Facility or any part thereof to civic and nonprofit organizations at reduced rates. All event-related expenses, including but not limited to ushers, ticket-takers, security and other expenses incurred in connection with the use of the Facility by such organizations, if not reimbursed to ASM Global by the organization using the Facility, shall be reimbursed by the City to ASM Global for deposit into the operating accounts specified in Section 5.6.

(b) The City shall have the right to use the Facility or any part thereof, upon reasonable advance notice and subject to availability, for such purposes as meetings, seminars, training classes or other uses without the payment of any rental or use fee (or at a reduced fee), except that direct out-of-pocket expenses incurred in connection with such uses shall be paid by the City, including, without limitation for not less than six (6) events each Fiscal Year

(c) The City shall not schedule use of the Facility pursuant to subparagraphs (a) and (b) above if such use will conflict with paying events booked by ASM Global. In all instances when the Facility, or part thereof, is to be used at the City's request or by the City

pursuant to subparagraph (a) or (b) above, a rent or use fee which otherwise would be chargeable for such event shall be deemed to have been paid and such deemed payment shall constitute Operating Revenues.

### 13.2 Cooperation/Mediation.

Any dispute arising under or in connection with this Agreement will be resolved by the Parties in accordance with the procedures set forth on Exhibit “E” attached hereto.

13.3 Tax Treatment. The Parties intend that ASM Global act as an independent contractor of City. The Parties expressly do not intend to form a partnership, joint venture or any other similar joint ownership arrangement (i) between ASM Global, on the one hand, and any of City Bodies, on the other hand, or (ii) the Parties hereto, on the one hand, and any third party, on the other hand. ASM Global hereby expressly agrees that it (nor any Affiliate, Related Party, subcontractor, licensees or other party with which it contracts) is not entitled to and will not take any tax position that is inconsistent with being a service provider to City with respect to the Facility. For example, and without limitation, ASM Global (nor any Affiliate, Related Party, subcontractor, licensees or other party with which it contracts) hereby agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Facility.

### 13.4 No Partnership or Joint Venture; Limitation on Fiduciary Duties.

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and ASM Global. None of the officers, agents or employees of ASM Global shall be or be deemed to be employees of the City for any purpose whatsoever.

LIMITATION ON FIDUCIARY DUTIES. TO THE EXTENT ANY FIDUCIARY DUTIES THAT MAY EXIST AS A RESULT OF THE RELATIONSHIP OF THE PARTIES ARE INCONSISTENT WITH, OR WOULD HAVE THE EFFECT OF EXPANDING, MODIFYING, LIMITING OR RESTRICTING ANY OF THE TERMS OF THIS AGREEMENT, (I) THE EXPRESS TERMS OF THIS AGREEMENT SHALL CONTROL, (II) THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH GENERAL PRINCIPLES OF CONTRACT INTERPRETATION WITHOUT REGARD TO THE COMMON LAW PRINCIPLES OF AGENCY, AND (III) ANY LIABILITY OF THE PARTIES SHALL BE BASED SOLELY ON PRINCIPLES OF CONTRACT LAW AND THE EXPRESS TERMS OF THIS AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT FOR THE PURPOSES OF DETERMINING THE NATURE AND SCOPE OF ASM GLOBAL’S FIDUCIARY DUTIES UNDER THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE DUTIES AND OBLIGATIONS SET FORTH HEREIN, ARE INTENDED TO SATISFY ALL FIDUCIARY DUTIES THAT MAY EXIST AS A RESULT OF THE RELATIONSHIP BETWEEN THE PARTIES, INCLUDING ALL DUTIES OF LOYALTY, GOOD FAITH, FAIR DEALING AND FULL DISCLOSURE, AND ANY OTHER DUTY DEEMED TO EXIST UNDER THE COMMON LAW PRINCIPLES OF AGENCY OR OTHERWISE (OTHER THAN THE DUTY OF GOOD FAITH AND FAIR DEALING

IMPLIED UNDER GENERAL CONTRACT PRINCIPLES, INDEPENDENT OF THE COMMON LAW PRINCIPLES OF AGENCY). ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ANY FIDUCIARY OR OTHER SIMILAR COMMON LAW RIGHTS THAT ARE NOT EXPRESSLY IDENTIFIED, DESCRIBED AND SET FORTH IN THIS AGREEMENT, AND THUS UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ANY RIGHT TO RECOVER OR OBTAIN ANY MONETARY, EQUITABLE OR OTHER RELIEF OR REMEDIES FOR ANY ALLEGED BREACH OR VIOLATION OF ANY ALLEGED FIDUCIARY OR OTHER SIMILAR COMMON LAW RIGHT OR OBLIGATIONS. THE CITY ACKNOWLEDGES AND AGREES THAT ITS CONSENT TO THE TRANSACTIONS AND CONDUCT BY ASM GLOBAL DESCRIBED IN THIS AGREEMENT AND ITS WAIVER OF ANY FIDUCIARY OR OTHER SIMILAR COMMON LAW RIGHTS OTHERWISE OWED BY ASM GLOBAL: (I) HAS BEEN OBTAINED BY ASM GLOBAL IN GOOD FAITH; (II) IS MADE KNOWINGLY BY THE CITY BASED ON ITS ADEQUATE INFORMED JUDGMENT AS A SOPHISTICATED PARTY AFTER SEEKING THE ADVICE OF COMPETENT AND INFORMED COUNSEL; AND (III) ARISES FROM CITY'S KNOWLEDGE AND UNDERSTANDING OF THE SPECIFIC TRANSACTIONS AND ACTIONS OR INACTIONS OF OPERATORS THAT ARE NORMAL, CUSTOMARY, AND REASONABLY EXPECTED IN THE FACILITY MANAGEMENT INDUSTRY.

#### 13.5 Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the Parties hereto with respect to the subject matter hereof.

#### 13.6 Written Amendments.

This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the Parties hereto.

#### 13.7 Force Majeure.

(a) No Party will be liable or responsible to the other Party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other Party within ten (10) days of date on which such Party gains actual knowledge of the event of "Force Majeure" that such Party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, fire, storm, flood, explosions, inability to obtain materials, epidemics, landslides, lightning storms, earthquakes, floods, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of equipment, terrorist acts, and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the Party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome



(it being acknowledged that under no circumstances shall a failure to pay amounts due and payable hereunder be excusable due to a Force Majeure).

(b) Neither Party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the provision of any component necessary therefor shall be prohibited or rationed by any Law.

(c) Except as otherwise expressly provided in this Agreement, no abatement, diminution or reduction of the payments payable to ASM Global shall be claimed by the City or charged against ASM Global, nor shall ASM Global be entitled to additional payments beyond those provided for in this Agreement for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by any present or future Laws, or by priorities, rationing, or curtailment of labor or materials, or by war or any matter or thing.

(d) In the event of damage to or destruction of the Facility by reason of fire, storm or other casualty or occurrence of any nature or any regulatory action or requirements that, in either case, is expected to render the Facility materially untenable, notwithstanding the City's reasonable efforts to remedy such situation, for a period estimated by an architect selected by the City at the request of ASM Global of at least one hundred eighty (180) days from the happening of the fire, other casualty or any other such event, either Party may terminate this Agreement upon written notice to the other. In the event that the Facility becomes either wholly or partially untenable as a result of any of the foregoing, appropriate adjustments to the Agreement shall be made. In no event shall City be responsible for (i) repairing, restoring or replacing (A) any damage or destruction to the Facility if available insurance proceeds are inadequate to perform such restoration or repair, or (B) any damage to or destruction of ASM Global's trade fixtures, personal property or equipment, or (ii) any business interruption of ASM Global caused by the damage, destruction, or casualty of the Facility.

(e) ASM Global or City may suspend performance required under this Agreement, without any further liability, in the event of any act of Force Majeure that is of such effect and duration as to effectively curtail the use of the Facility so as effect a substantial reduction in the need for the services provided by ASM Global for a period in excess of ninety (90) days; provided, however, that for the purposes of this subsection, ASM Global shall have the right to suspend performance retroactively effective as of the date of the use of the Facility was effectively curtailed. "Substantial reduction in the need for these services provided by ASM Global" shall mean such a reduction as shall make the provision of any services by ASM Global economically impractical. No payments of the management fees otherwise due and payable to ASM Global shall be made by the City during the period of suspension. In lieu thereof, the City and ASM Global may agree to a reduced management fee payment for the period of reduction in services required.

(f) In the event of a material increase in any Operating Expense not reasonably within the control of either Party (including, by way of example and not by limitation, an increase in the cost of insurance or utilities), the Parties shall mutually negotiate and agree upon in good faith an adjustment to the compensation structure set forth herein, subject to Section 2.9, to take into account such increased cost.

13.8 Binding Upon Successors and Assigns; No Third-Party Beneficiaries.

(a) This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the Parties hereto and each of their respective successors and permitted assigns.

(b) This Agreement shall not be construed as giving any Person, other than the Parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such Parties and their successors and permitted assigns and for the benefit of no other Person.

13.9 Notices.

Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the Party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such Party as set forth below or as a Party may designate by written notice given to the other Party in accordance herewith.

To the City:

City of Fishers  
Attn: Kari Adriano  
3 Municipal Drive  
Fishers, Indiana 46038  
With a copy (which shall not constitute notice) to:

Jennifer C. Messer (via email, only) at [jennifercmesserlaw@gmail.com](mailto:jennifercmesserlaw@gmail.com)

To ASM Global:

ASM Global  
800 West Olympic Blvd., 3<sup>rd</sup> Floor  
Los Angeles, CA 90015  
Attn: President

With a copy (which shall not constitute notice) to:

ASM Global  
300 Conshohocken State Rd., Suite 770  
West Conshohocken, PA 19428  
Attn: General Counsel

Notwithstanding the foregoing, for any approval required from the Contract Administrator, such approval may be provided via email to bhanson@asmglobal.com

#### 13.10 Section Headings and Defined Terms.

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The terms defined herein and in any agreement executed in connection herewith include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.

#### 13.11 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

#### 13.12 Severability.

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

#### 13.13 Non-Waiver.

A failure by either Party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such Party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

#### 13.14 Consent.

Wherever the consent or approval of a Party is required under the terms of this Agreement, the Party whose consent or approval is required shall not unreasonably withhold or delay such consent or approval.

#### 13.15 Certain Representations and Warranties.

(a) The City represents and warrants to ASM Global the following: (i) all required approvals have been obtained, and the City has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency,

reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(b) ASM Global represents and warrants to the City the following: (i) all required approvals have been obtained, and ASM Global has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by ASM Global and constitutes a valid and binding obligation of ASM Global, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

13.16 Governing Law.

This Agreement will be governed by and construed in accordance with the internal laws of the State, without giving effect to otherwise applicable principles of conflicts of law.

13.17 Indy Fuel License. ASM Global acknowledges and agrees that it has reviewed the Indy Fuel License, and that such License is a Pre-Existing Agreement hereunder. Moreover, ASM Global acknowledges and agrees that it has reviewed the Indy Fuel Rights and that such Indy Fuel Rights are exclusive to the Indy Fuel.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the day and year first above written.

ATTEST:

CITY of FISHERS, INDIANA

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

ASM GLOBAL ARENA MANAGEMENT, LLC

By: \_\_\_\_\_

Name:

Title:

## **EXHIBIT “A”**

### **PRE-OPENING OPERATIONAL TASKS**

- A. As a consultant for the City, ASM Global will, during the Pre-Opening Consulting Period:
1. ASM Global’s personnel who serve as the Facility’s Regional Vice President and General Manager shall routinely and on an ongoing basis participate in discussions with the City or the City’s architectural and engineering firm and the other consultants, representatives and agents of the City, and provide recommendations relating to operational aspects of the Facility referred to in this Exhibit “A”.
  2. Submit to the City proposals regarding pre-opening marketing, advertising and sponsorship plans.
  3. Submit to the City recommendations regarding appropriate Policies and Procedures to be implemented in operating the Facility.
  4. Recommend marketing and event booking strategies and relationships with planners, promoters and regional marketing/sales agencies such as the Convention and Visitors Bureau and area hotels.
  5. Prepare a list of operating supplies to be procured by the City for the start-up of the Facility.
  6. Recommend and implement strategies and relationships to solicit primary third-party vendor service programs such as food and beverage, parking, ticketing, etc.
- B. As the manager, to operate, manage and promote the Facility during the Pre-Opening Consulting Period, ASM Global will:
1. Represent the Facility’s interests, as necessary or appropriate, with City departments.
  2. Implement booking and rental rate policies for the Facility proposed by ASM Global and approved by the City.
  3. Negotiate, execute and deliver, in ASM Global’s name as agent for the City tenant/user agreements, booking commitments and licenses.
  4. Negotiate, execute and deliver, in ASM Global’s name as agent for the City service contracts and vendor agreements, provided that to the extent that any such contract or agreement will extend beyond the management term

of any full-service management agreement or the renewal term, if any, the City will approve and execute such contract or agreement.

5. Implement as manager all advertising and sponsorship sales for the Facility consistent with the advertising plan approved by the City.
6. Maintain accurate accounting records relating to its activities on behalf of the Facility.
7. Issue to the City periodic financial reports reflecting ASM Global's activities on behalf of the Facility.

## **EXHIBIT “B”**

### **DESIGN, DEVELOPMENT AND CONSTRUCTION TASKS**

- A. As a consultant for the City, ASM Global will during the Pre-Opening Consulting Period:
1. Designate an ASM Global employee who will serve as senior design development and construction consulting executive for ASM Global, through whom all communications among ASM Global, the City, its architectural and engineering firm, and the other consultants, representatives and agents of the City relating to the consulting responsibilities referred to in this Exhibit “B” will be channeled.
  2. Prior to the issuance of construction documents (Final Design Phase), a “Plan Design Review” team consisting of ASM Global operations executives representing various disciplines from within ASM Global will review the following components of the overall design and will make recommendations to the City and its other consultants, agents and representatives with respect thereto prior to issuance of construction documents.

The Plan Design Review tasks will encompass the following:

- (a) Utility Review - review electrical lighting and audio/visual plans, with a focus on the adequacy of utility service in light of projected user and facility needs.
- (b) Telecommunications Review - formulate anticipated end user requirements for reference in system design. Develop equipment list in consultation with telecommunications consultant, and develop administrative telecommunications plan in light of facility needs.
- (c) Keying System Review - review master key and hardware schedules. Develop keying plan for contractor to follow, with emphasis on developing long-term focus on promoting building security/safety needs.
- (d) Interior Finish Review - review interior finish components, including public furniture, carpet, etc. with a focus on desire for cost-efficient long-term care and upkeep; make recommendations regarding the purchase of proper maintenance equipment and initial procurement of durable fixtures.



- (e) Security System/CCTV Review - review of planned security/CCTV system with a focus on desire to identify, with prioritization, security needs.
  - (f) Directional Signage Review - review signage specifications in design plans with a focus on desire that signage meet the needs of anticipated event schedule and related vehicle/patron traffic patterns. Assist the graphics designers in the selection of interior graphics communication needs and locational plans.
  - (g) Kitchen/Concession Review - review both permanent and portable kitchen specifications and equipment and, together with any proposed concessionaire, recommend layout of facilities and procurement of small wares.
  - (h) HVAC Review - review HVAC specifications with view to control of appropriate zones in the facility that will tend to optimize energy conservation.
  - (i) Load In/Load Out - review ingress and egress with a view to event participation and production, including ceiling heights, storage availability and truck accessibility.
  - (j) Rigging/Hanging Point Analysis -- develop specifications and guidelines together with project designer and structural consultants with a view to safety and load-in and load-out efficiency considerations.
  - (k) Staging and Seating -- recommend seating and staging types and provide specifications with a view to set-up, maintenance, storage and labor efficiency considerations.
3. Will review and comment on reports and studies provided by the City's other consultants which are required for the design of the project and which affect operations (i.e., acoustical study, vertical transportation study etc.).
  4. Make recommendations regarding layout for administrative and box offices and back-of-house areas for incorporation into the design documents.
  5. Review proposed locations, types and sizes of the exterior and interior signage.
  6. Review design documents at predetermined intervals to identify whether comments resulting from previous design reviews have been incorporated. Attend planning construction meetings on an on-going, as needed basis until the general construction of the Facility commences.

## **EXHIBIT “C”**

### **FF&E CONSULTING TASKS**

- A. ASM Global will provide during the Pre-Opening Consulting Period the following FF&E consulting services:
1. Develop and submit to the City, after having obtained input with respect thereto from the City’s architectural firm, a proposed inventory of fixture, furniture and equipment (“FF&E”) components which ASM Global recommends be adopted and approved by the City (as listed in Exhibit C-2 and as modified by written approval of the Contract Administrator, the “FF&E Inventory”). Such proposed inventory will be based on ASM Global’s judgments about the size and specific needs of the Facility and ASM Global’s experience as to which equipment is necessary to operate the Facility effectively.
  2. Be available to recommend to the City modifications to the working budget for the construction and equipping of the Facility based upon an analysis of hard and soft costs for FF&E reflected in the FF&E Inventory. These modifications would reflect anticipated cost savings due to ASM Global’s volume buying power, negotiating experience and expertise in purchasing the proper equipment for the application.
  3. Propose modifications to the FF&E Inventory based upon programmatic changes to the City’s working budget for the construction and equipping of the Facility.
  4. Provide general parameters and general information to the City to assist in the design of the technical systems for the Facility, including the telecommunications system and radio communications.
  5. Procure and provide to the Facility the FF&E Inventory at a price not greater than that budgeted on Exhibit C-2 (per individual item), unless otherwise directed in writing by the Contract Administrator.

**Exhibit “C-2”**

**FF&E INVENTORY & BUDGET**

| BUDGET INFORMATION |                                                |     |                    |               |                                   |                   |            |                  |                                 | CONTRACT SUMMARY |                     |             |             |                       |                    |              |                 |              |          | BILLING SUMMARY |                   |                  |                     |                   |               |                 |               |                    |                      | PERFORMANCE SCHEDULE |                   |                   |                   |  |
|--------------------|------------------------------------------------|-----|--------------------|---------------|-----------------------------------|-------------------|------------|------------------|---------------------------------|------------------|---------------------|-------------|-------------|-----------------------|--------------------|--------------|-----------------|--------------|----------|-----------------|-------------------|------------------|---------------------|-------------------|---------------|-----------------|---------------|--------------------|----------------------|----------------------|-------------------|-------------------|-------------------|--|
| ITEM               | DESCRIPTION                                    | QTY | BUDGETED UNIT COST | BUDGETED COST | BUDGETED EXTENDS<br>EXTENDS TOTAL | BUDGET ALLOCATION | QTY        | ACTUAL UNIT COST | ACTUAL EXTENDS<br>EXTENDS TOTAL | VARIANCE         | BOTT-Working Number | VENDOR NAME | CLIENT NAME | PURCHASE ORDER NUMBER | ORIGINAL PO NUMBER | CHANGE ORDER | TOTAL COMMITTEE | TAX INCLUCED | TAX RATE | MONTH REPORTED  | UNEMPLOYER BUDGET | PREVIOUS BILLING | DEPOSIT ON ORDER IN | STORAGE MATERIALS | FINAL PAYMENT | CURRENT BILLING | TOTAL BILLING | PERCENTY COMPLETED | RELANCE TO COMPLETED | PHASE 1 - 3Q-2024    | PHASE 2 - 4Q-2024 | PHASE 3 - 1Q-2025 | PHASE 4 - 2Q-2025 |  |
| 1.00               | ATHLETIC REFERRED                              |     |                    |               |                                   |                   |            |                  |                                 |                  |                     |             |             |                       |                    |              |                 |              |          |                 |                   |                  |                     |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 1.01               | ATHLETIC PUBLIC SPACES (BUILT IN)              | 0   | \$                 | 100,000.00    | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 1.02               | ATHLETIC - SUFFICIENT DECORATIONS (BUILT IN)   | 0   | \$                 | 100,000.00    | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 1.03               | ATHLETIC - LUGGAGE CASES (BUILT IN)            | 1   | \$                 | 100,000.00    | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
|                    | TOTAL ATHLETIC                                 |     |                    |               | \$                                | -                 |            |                  | \$                              | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.00               | ATHLETIC EQUIPMENT                             |     |                    |               |                                   |                   |            |                  |                                 |                  |                     |             |             |                       |                    |              |                 |              |          |                 |                   |                  |                     |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.01               | ATHLETIC EQUIP - TABLES, CHAIRS, COOLERS, ETC. | 0   | \$                 | 40,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.02               | PLAYER BENCHES                                 | 0   | \$                 | 120,000.00    | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.03               | ICE MACHINE (BUILT IN)                         | 0   | \$                 | 5,000.00      | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.04               | AMPHIBIOUS - CLIMAT & SOUND                    | 1   | \$                 | 140,750.00    | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.05               | AMPHIBIOUS - SEATING TABLES                    | 1   | \$                 | 41,850.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.06               | AMPHIBIOUS - STANDARDS                         | 3   | \$                 | 25,200.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.07               | HOCKEY - HOCKEY SYSTEM (BUILT IN)              | 0   | \$                 | 604,000.00    | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.08               | HOCKEY - HOCKEY SYSTEM                         | 1   | \$                 | 2,325.00      | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.09               | HOCKEY - GOALS, PADS                           | 1   | \$                 | 1,800.00      | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.10               | HOCKEY - ICE COVER                             | 1   | \$                 | 130,500.00    | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.11               | HOCKEY - ICE COVER                             | 1   | \$                 | 5,000.00      | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.12               | HOCKEY - ICE COVER                             | 0   | \$                 | 2,700.00      | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.13               | HOCKEY - ICE RESOURCES - NEW                   | 0   | \$                 | 100,000.00    | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.14               | HOCKEY - BASIC MANT. EQUIP.                    | 1   | \$                 | 4,000.00      | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.15               | HOCKEY - HOCKEY SYSTEM (BUILT IN)              | 0   | \$                 | 74,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.16               | HOCKEY - PLAYERS TUNNEL                        | 0   | \$                 | 6,000.00      | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 2.17               | HOCKEY - WATER TREATMENT (BUILT IN)            | 0   | \$                 | 55,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
|                    | TOTAL ATHLETIC EQUIPMENT                       |     |                    |               | \$                                | -                 | 432,000.00 |                  | \$                              | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 3.00               | AUDIO VISUAL EQUIP                             |     |                    |               |                                   |                   |            |                  |                                 |                  |                     |             |             |                       |                    |              |                 |              |          |                 |                   |                  |                     |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 3.01               | ASSISTIVE LISTENING SYSTEM                     | 0   | \$                 | 4,000.00      | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 3.02               | PERIPHERAL WIRELESS EQUIP                      | 0   | \$                 | 9,000.00      | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 3.03               | PERIPHERAL WIRELESS EQUIP                      | 0   | \$                 | 9,000.00      | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 3.04               | AUDIO VISUAL EQUIPMENT ALLOWANCE               | 0   | \$                 | 130,500.00    | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 3.05               | PROJECTION EQUIPMENT                           | 0   | \$                 | 95,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 3.06               | PERIPHERAL WIRELESS EQUIP                      | 0   | \$                 | 9,000.00      | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 3.07               | PERIPHERAL WIRELESS EQUIP                      | 0   | \$                 | 9,000.00      | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
|                    | TOTAL AUDIO / VISUAL EQUIP                     |     |                    |               | \$                                | -                 | 74,000.00  |                  | \$                              | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.00               | CLEANING EQUIP                                 |     |                    |               |                                   |                   |            |                  |                                 |                  |                     |             |             |                       |                    |              |                 |              |          |                 |                   |                  |                     |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.01               | SWEEPER - REPAIR                               | 0   | \$                 | 20,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.02               | SWEEPER - REPAIR                               | 0   | \$                 | 20,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.03               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 80,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.04               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 10,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.05               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 10,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.06               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 10,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.07               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 10,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.08               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 10,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.09               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 10,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.10               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 10,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.11               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 10,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.12               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 10,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.13               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 10,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.14               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 10,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.15               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 10,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |
| 4.16               | SWEEPER/SCRAMBLER HIDE ON                      | 1   | \$                 | 10,000.00     | \$                                | -                 |            |                  |                                 | \$0.00           |                     |             |             |                       |                    |              |                 |              |          |                 |                   | \$               | -                   |                   |               |                 |               |                    |                      |                      |                   |                   |                   |  |



[illegible]

**EXHIBIT “D”**

**PRE-OPENING BUDGET**

**[INCLUDED ON FOLLOWING PAGES]**



**ASM GLOBAL**

**FISHERS, IN MULT-PURPOSE EVENT CENTER**

**PRE-OPENING BUDGET**

**MARCH 1, 2023 TO DECEMBER 31, 2024**

**September 15, 2023**

Draft v2

THIS REPORT IS BASED ON PROJECTIONS, ESTIMATES, ASSUMPTIONS AND INFORMATION FROM SUPPLEMENTAL RESEARCH. CHANGES IN THE MARKET, ITS ENVIRONMENT AND THE NATIONAL MARKETPLACE, ALONG WITH ASSUMPTIONS THAT DO NOT MATERIALIZE COULD DICTATE VARIATIONS IN THE ESTIMATED RESULTS. THEREFORE, ACTUAL RESULTS ACHIEVED MAY VARY FROM THE ESTIMATES.

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**ASM GLOBAL  
FISHERS, IN MULT-PURPOSE EVENT CENTER  
PRE-OPENING BUDGET  
FOR PERIOD TO FACILITY OPENING - (MARCH 1, 2023 - DECEMBER 31, 2024)**

**NOT INCLUSIVE OF FF&E PURCHASES**

|                                             | <b>PREOPENING<br/>GRAND TOTAL</b> | <b>Period Ending<br/>12/31/23</b> | <b>Period Ending<br/>12/31/24</b> |
|---------------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| PERSONNEL                                   | 2,295,970                         | 300,107                           | 1,995,863                         |
| WEBSITE DEVELOPMENT & MAINTENANCE           | 18,500                            | -                                 | 18,500                            |
| BOOKING SOFTWARE (INFOR)                    | 25,000                            | -                                 | 25,000                            |
| ADVERTISING & MARKETING                     | 143,750                           | 31,250                            | 112,500                           |
| EMERGENCY REPOSE / BUSINESS CONTINUITY PLAN | 30,000                            | 30,000                            | -                                 |
| LEGAL FEES                                  | 23,000                            | 5,000                             | 18,000                            |
| TELEPHONE                                   | 22,200                            | 3,150                             | 19,050                            |
| OFFICE SUPPLIES                             | 14,000                            | 2,000                             | 12,000                            |
| COMPUTER EXPENSE/SOFTWARE                   | 11,700                            | 1,575                             | 10,125                            |
| PAYROLL/HUMAN CAPITAL MANAGEMENT (WORKDAY)  | 55,000                            | -                                 | 55,000                            |
| TRAVEL & ENT./ MTGS. & CONV.                | 10,000                            | 2,500                             | 7,500                             |
| LICENSES & FEES                             | 30,000                            | 5,000                             | 25,000                            |
| RELOCATION EXPENSES                         | 32,790                            | 22,790                            | 10,000                            |
| POSTAGE EXPENSE                             | 6,000                             | -                                 | 6,000                             |
| WORKERS COMP INSURANCE                      | 37,195                            | 4,862                             | 32,333                            |
| PRINTING & STATIONERY                       | 4,000                             | 1,000                             | 3,000                             |
| BUILDING OPS AND PATRON SERVICES SUPPLIES   | 40,000                            | -                                 | 40,000                            |
| BANK FEES AND CREDIT CARD PROCESSING        | 6,000                             | -                                 | 6,000                             |
| DUES & SUBSCRIPTIONS                        | 16,000                            | 1,000                             | 15,000                            |
| TRAINING - FT STAFF                         | 15,000                            | -                                 | 15,000                            |
| REGIONAL/CORPORATE SUPPORT TRAVEL           | 30,856                            | 5,320                             | 25,536                            |
| ASM GLOBAL MANAGEMENT FEES                  | 145,000                           | 55,000                            | 90,000                            |
| TRAINING EXPENSE - PT STAFF                 | 15,000                            | -                                 | 15,000                            |
| GRAND OPENING WEEK EXPENSES                 | 862,000                           | -                                 | 862,000                           |
| TIME AND ATTENDANCE SOFTWARE                | 4,000                             | -                                 | 4,000                             |
| EVENT SUPPLIES                              | 12,500                            | -                                 | 12,500                            |
| JANITORIAL SUPPLIES                         | 12,500                            | -                                 | 12,500                            |
| FINAL CONSTRUCTION CLEAN                    | 20,000                            | -                                 | 20,000                            |
| CONTRACTED SERVICES (WASTE, PEST CONTROL)   | 10,000                            | -                                 | 10,000                            |
| WATER                                       | 6,000                             | -                                 | 6,000                             |
| GAS                                         | 20,000                            | -                                 | 20,000                            |
| ELECTRIC                                    | 40,000                            | -                                 | 40,000                            |
| ACCOUNTING SOFTWARE                         | 20,000                            | -                                 | 20,000                            |
| F & B START-UP COSTS                        | 35,000                            | -                                 | 35,000                            |
| OFFICE RENT                                 | -                                 | -                                 | -                                 |
| ALUM MAINTENANCE SOFTWARE PROGRAM           | 7,500                             | -                                 | 7,500                             |
| <b>TOTAL EXPENSES</b>                       | <b>4,076,461</b>                  | <b>470,554</b>                    | <b>3,605,907</b>                  |
|                                             | -                                 | -                                 | -                                 |

**ASM GLOBAL  
FISHERS, IN MULT-PURPOSE EVENT CENTER  
PRE-OPENING BUDGET  
STAFFING TIMELINE**

|                                           | HIRE<br>MONTH | FTE   |
|-------------------------------------------|---------------|-------|
| <b><u>EXECUTIVE</u></b>                   |               |       |
| General Manager                           | Jun-23        | 1.00  |
| Director, Booking                         | Nov-23        | 1.00  |
| HR Manager                                | Jul-23        | 1.00  |
| Manager, IT                               | Sep-24        | 1.00  |
|                                           |               | 4.00  |
| <b><u>FINANCE AND TICKETING</u></b>       |               |       |
| Director, Finance & Accounting            | Jan-24        | 1.00  |
| Accounting Manager                        | Sep-24        | 1.00  |
| Accounting Clerk/AP                       | Sep-24        | 1.00  |
| Box Office Manager                        | Jan-24        | 1.00  |
| F & B Accountant                          | Sep-24        | 1.00  |
|                                           |               | 5.00  |
| <b><u>Sales &amp; Marketing</u></b>       |               |       |
| Director, Marketing & Communications      | Jan-24        | 1.00  |
| Manager, Social Media & Digital Marketing | Aug-24        | 1.00  |
| Director, Sales                           | Mar-24        | 1.00  |
|                                           |               | 3.00  |
| <b><u>EVENT SERVICES</u></b>              |               |       |
| Manager, Events                           | Aug-24        | 1.00  |
| Manager, Guest Services & Security        | Aug-24        | 1.00  |
|                                           |               | 2.00  |
| <b><u>OPERATIONS</u></b>                  |               |       |
| AGM / Director, Operations                | Jul-23        | 1.00  |
| Housekeeping Manager                      | Aug-24        | 1.00  |
| Engineer                                  | Aug-24        | 1.00  |
|                                           |               | 3.00  |
| <b><u>FOOD &amp; BEVERAGE</u></b>         |               |       |
| F&B Director                              | Nov-23        | 1.00  |
| F&B Manager (Concessions)                 | May-24        | 1.00  |
| Head Chef                                 | May-24        | 1.00  |
| Director of Premium                       | Mar-24        | 1.00  |
| Purchasing Warehouse Manager              | Jun-24        | 1.00  |
| Assistant F&B Manager                     | Jul-24        | 1.00  |
| Assistant Premium Manager                 | Jul-24        | 1.00  |
| Sous Chef                                 | Jul-24        | 1.00  |
|                                           |               | 8.00  |
| Total                                     |               | 25.00 |

**ASM GLOBAL**  
**FISHERS, IN MULT-PURPOSE EVENT CENTER**  
**PRE-OPENING BUDGET**  
**FOR PERIOD TO FACILITY OPENING - (MARCH 1, 2023 - OCTOBER 31, 2024)**

NOT INCLUSIVE OF FFE PURCHASES OR GRAND OPENING EXPENSES

|                                                      | <b>PREOPENING<br/>GRAND TOTAL</b> | <b>Period Ending<br/>12/31/23</b> | <b>Period Ending<br/>10/31/24</b> |
|------------------------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| PERSONNEL                                            | 1,829,704                         | 297,531                           | 1,532,173                         |
| WEBSITE DEVELOPMENT & MAINTENANCE                    | 16,500                            | -                                 | 16,500                            |
| BOOKING SOFTWARE (INFOR)                             | 25,000                            | -                                 | 25,000                            |
| ADVERTISING & MARKETING                              | 125,000                           | 31,250                            | 93,750                            |
| EMERGENCY REPONSE / BUSINESS CONTINUITY PLAN         | 30,000                            | 30,000                            | -                                 |
| LEGAL FEES                                           | 20,000                            | 5,000                             | 15,000                            |
| TELEPHONE                                            | 18,000                            | 3,150                             | 14,850                            |
| OFFICE SUPPLIES                                      | 11,000                            | 2,000                             | 9,000                             |
| COMPUTER EXPENSE/SOFTWARE                            | 9,150                             | 1,575                             | 7,575                             |
| PAYROLL/HUMAN CAPITAL MANAGEMENT (WORKDAY)           | 45,833                            | -                                 | 45,833                            |
| TRAVEL & ENT./ MTGS. & CONV.                         | 10,000                            | 2,500                             | 7,500                             |
| LICENSES & FEES                                      | 20,000                            | 5,000                             | 15,000                            |
| RELOCATION EXPENSES                                  | 32,790                            | 22,790                            | 10,000                            |
| POSTAGE EXPENSE                                      | 5,000                             | -                                 | 5,000                             |
| WORKERS COMP INSURANCE                               | 29,641                            | 4,820                             | 24,821                            |
| PRINTING & STATIONERY                                | 3,500                             | 1,000                             | 2,500                             |
| BUILDING OPS AND PATRON SERVICES SUPPLIES            | 20,000                            | -                                 | 20,000                            |
| BANK FEES AND CREDIT CARD PROCESSING                 | 5,000                             | -                                 | 5,000                             |
| DUES & SUBSCRIPTIONS                                 | 6,000                             | 1,000                             | 5,000                             |
| TRAINING - FT STAFF                                  | 5,000                             | -                                 | 5,000                             |
| REGIONAL/CORPORATE SUPPORT TRAVEL                    | 26,600                            | 5,320                             | 21,280                            |
| ASM GLOBAL MANAGEMENT FEES                           | 130,000                           | 55,000                            | 75,000                            |
| TRAINING EXPENSE - PT STAFF                          | 15,000                            | -                                 | 15,000                            |
| GRAND OPENING EXPENSES - INCLUDED IN SEPARATE BUDGET | -                                 | -                                 | -                                 |
| TIME AND ATTENDANCE SOFTWARE                         | 3,000                             | -                                 | 3,000                             |
| EVENT SUPPLIES                                       | 7,500                             | -                                 | 7,500                             |
| JANITORIAL SUPPLIES                                  | 7,500                             | -                                 | 7,500                             |
| FINAL CONSTRUCTION CLEAN                             | 10,000                            | -                                 | 10,000                            |
| CONTRACTED SERVICES (WASTE, PEST CONTROL)            | 5,000                             | -                                 | 5,000                             |
| WATER                                                | 3,000                             | -                                 | 3,000                             |
| GAS                                                  | 10,000                            | -                                 | 10,000                            |
| ELECTRIC                                             | 20,000                            | -                                 | 20,000                            |
| ACCOUNTING SOFTWARE                                  | 16,667                            | -                                 | 16,667                            |
| F & B START-UP COSTS                                 | 25,000                            | -                                 | 25,000                            |
| OFFICE RENT                                          | -                                 | -                                 | -                                 |
| ALTUM MAINTENANCE SOFTWARE PROGRAM                   | 7,500                             | -                                 | 7,500                             |
| <b>TOTAL EXPENSES</b>                                | <b>2,553,885</b>                  | <b>467,936</b>                    | <b>2,085,949</b>                  |
|                                                      | -                                 | -                                 | -                                 |

**ASM GLOBAL**  
**FISHERS, IN MULT-PURPOSE EVENT CENTER**  
**PRE-OPENING BUDGET**  
**STAFFING TIMELINE**

|                                           | HRE<br>MONTH | FTE   |
|-------------------------------------------|--------------|-------|
| <b><u>EXECUTIVE</u></b>                   |              |       |
| General Manager                           | Jun-23       | 1.00  |
| Director, Booking                         | Nov-23       | 1.00  |
| HR Manager                                | Jul-23       | 1.00  |
| Executive Assistant/HR Manager, IT        | Sep-24       | 0.00  |
|                                           | Sep-24       | 1.00  |
|                                           |              | 4.00  |
| <b><u>FINANCE AND TICKETING</u></b>       |              |       |
| Director, Finance & Accounting            | Jan-24       | 1.00  |
| Accounting Manager                        | Sep-24       | 1.00  |
| Accounting Clerk/AP                       | Sep-24       | 1.00  |
| Box Office Manager                        | Jan-24       | 1.00  |
| F & B Accountant                          | Sep-24       | 1.00  |
|                                           |              | 5.00  |
| <b><u>Sales &amp; Marketing</u></b>       |              |       |
| Director, Marketing & Communications      | Jan-24       | 1.00  |
| Manager, Social Media & Digital Marketing | Aug-24       | 1.00  |
| Director, Sales                           | Mar-24       | 1.00  |
|                                           |              | 3.00  |
| <b><u>EVENT SERVICES</u></b>              |              |       |
| Manager, Events                           | Aug-24       | 1.00  |
| Manager, Guest Services & Security        | Aug-24       | 1.00  |
|                                           |              | 2.00  |
| <b><u>OPERATIONS</u></b>                  |              |       |
| Director, Operations                      | Jul-23       | 1.00  |
| Ops Manager                               | May-24       | 0.00  |
| Housekeeping Manager                      | Aug-24       | 1.00  |
| Engineer                                  | Aug-24       | 1.00  |
|                                           |              | 3.00  |
| <b><u>FOOD &amp; BEVERAGE</u></b>         |              |       |
| F&B Director                              | Nov-23       | 1.00  |
| F&B Manager (Concessions)                 | May-24       | 1.00  |
| Head Chef                                 | May-24       | 1.00  |
| Director of Premium                       | Mar-24       | 1.00  |
| Purchasing Warehouse Manager              | Jun-24       | 1.00  |
| Assistant F&B Manager                     | Jul-24       | 1.00  |
| Assistant Premium Manager                 | Jul-24       | 1.00  |
| Sous Chef                                 | Jul-24       | 1.00  |
|                                           |              | 8.00  |
| Total                                     |              | 25.00 |

## **EXHIBIT “E”**

### **COOPERATION/MEDIATION**

(a) The Parties desire to cooperate with each other in the management and operation of the Facility pursuant to the terms hereof. In keeping with this cooperative spirit and intent, any dispute arising hereunder will first be referred to the Parties’ respective agents or representatives prior to either Party initiating a legal suit, who will endeavor in good faith to resolve any such disputes within the limits of their authority and within forty-five (45) days after the commencement of such discussions. If and only if any dispute remains unresolved after the Parties have followed the dispute resolution procedure set forth above, the matter will be resolved pursuant to paragraphs (b) and (c) below.

(b) If any dispute between the Parties has not been resolved pursuant to paragraph (a) above, the Parties will endeavor to settle the dispute by mediation under the then current CPR Institute for Dispute Resolution (“CPR”) model procedure for mediation of business disputes or, if such model procedure no longer exists, some other mutually agreeable procedure. Within ten (10) business days from the date that the Parties cease direct negotiations pursuant to paragraph (a) above, the City shall provide ASM Global with a list of three (3) individuals then listed on CPR’s U.S. Regional Panel of Distinguished Neutrals for the locale in which the Facility is located (or if no such list exists for the locale closest to where the Facility is located), who are available during the time period contained in subparagraph (e) below and who have no unwaived conflict of interest with respect to either Party, and ASM Global shall (within ten (10) business days after receipt of such list) select one (1) of the neutrals from such list. Each Party will bear its own cost of mediation; provided, however, the cost charged by any independent third party mediator will be borne equally by the Parties. In the mediation, each Party may be represented by their own counsel.

(c) The Parties agree that any mediation proceeding (as well as any discussion pursuant to paragraph (a) above) will constitute settlement negotiations for purposes of the federal and state rules of evidence and will be treated as non-discoverable, confidential and privileged communication by the Parties and the mediator. No stenographic, visual or audio record will be made of any mediation proceedings or such discussions. All conduct, statements, promises, offers and opinions made in the course of the mediation or such discussion by any Party, its agents, employees, representatives or other invitees and by the mediator will not be discoverable nor admissible for any purposes in any litigation or other proceeding involving the Parties and will not be disclosed to any third Party.

(d) The Parties agree that this mediation procedure will be obligatory and participation therein legally binding upon each of them. In the event that either Party refuses to adhere to the mediation procedure set forth in this Exhibit “E” the other Party may bring an action to seek enforcement of such obligation in any court of competent jurisdiction.

(e) The Parties’ efforts to reach a settlement of any dispute will continue until the conclusion of the mediation proceeding. The mediation proceeding will be concluded when: (i) a written settlement agreement is executed by the Parties, or (ii) the mediator concludes and informs the Parties in writing that further efforts to mediate the dispute would not be useful, or (iii) the Parties agree in writing that an impasse has been reached. Notwithstanding the foregoing, either Party

may withdraw from the mediation proceeding without liability therefor in the event such proceeding continues for more than forty-five (45) days from the commencement of such proceeding. For purposes of the preceding sentence, the proceeding will be deemed to have commenced following the completion of the selection of a mediator as provided in paragraph (b).

(f) If any dispute has not been resolved pursuant to the foregoing, either Party may terminate this Agreement as provided in Section 12 hereof and each is free to file suit in a court of competent jurisdiction to enforce its rights hereunder.

(g) The procedure specified in this Exhibit “E” shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement; provided, however, that a Party, without prejudice to the above procedures, may file a complaint to seek a preliminary injunction or other provisional judicial relief, if in its sole discretion such action is necessary to avoid irreparable damage or to preserve the status quo (“**Equitable Litigation**”). Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Exhibit “E”.

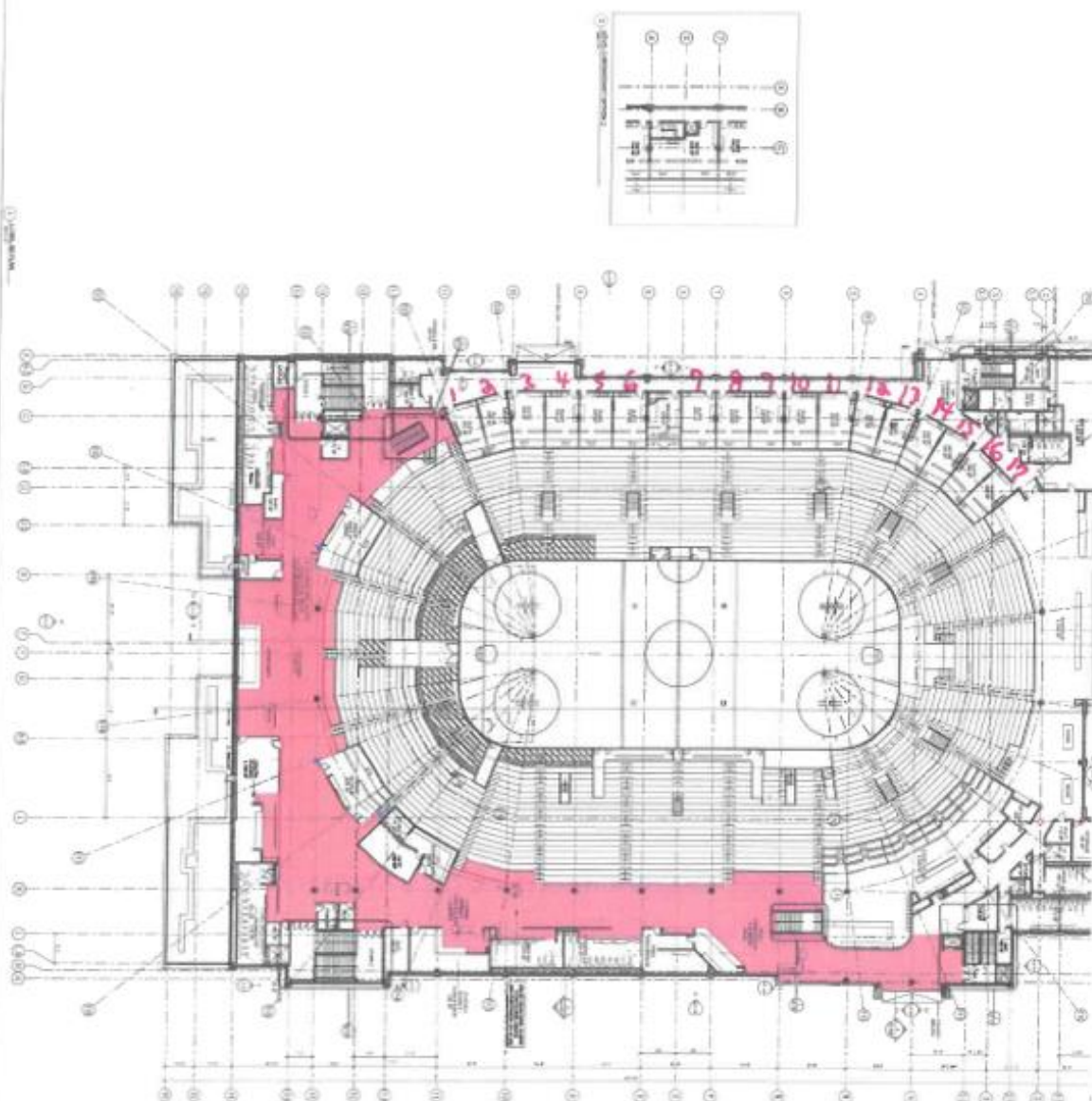
(h) Any interim or appellate relief granted in such Equitable Litigation shall remain in effect until the alternative dispute resolution procedures described in this Exhibit “E” concerning the dispute that is the subject of such Equitable Litigation result in a settlement agreement. Such written settlement agreement shall be the final, binding determination on the merits of such dispute, shall supersede and nullify any decision in the Equitable Litigation, and shall preclude any subsequent litigation on such merits, notwithstanding any determination to the contrary in connection with any Equitable Litigation granting or denying interim relief or any appeal therefrom.

All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Exhibit “E” are pending. The Parties will take such action, if any, required to effectuate such tolling. Each Party shall be required to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances.

**EXHIBIT “F”**

**FACILITY SITE & CITY SUITE (SUITE 9 ON FOLLOWIN GPAGE)**

**[INCLUDED ON FOLLOWING PAGES]**









## EXHIBIT “G”

### SCHEDULING GOALS

|                            | <b>YEARS 1-2</b> | <b>YEARS 3-4</b> | <b>YEARS 5+</b> |
|----------------------------|------------------|------------------|-----------------|
| <b>CONCERTS</b>            | 16               | 18               | 19              |
| <b>FUEL HOME GAMES</b>     | 36               | 36               | 36              |
| <b>FAMILY SHOWS</b>        | 13               | 15               | 18              |
| <b>RECREATIONAL SPORTS</b> | 8                | 10               | 13              |
| <b>OTHER ENTERTAINMENT</b> | 8                | 10               | 13              |
| <b>TRADESHOWS</b>          | 6                | 8                | 11              |
| <b>COMMUNITY EVENTS</b>    | 43               | 45               | 55              |
| <b>EVENT TOTALS</b>        | 128              | 140              | 163             |

**EXHIBIT “H”**

**INDY FUEL RIGHTS**

**[INCLUDED ON FOLLOWING PAGES]**

[Indy Fuel Business Terms]

|                             |            | NOTES                                                                                                                 |
|-----------------------------|------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>INDY FUEL</b>            |            |                                                                                                                       |
| Indy Fuel Rental Payment    | \$360,000  | Annual Rent for Indy Fuel Games                                                                                       |
| City Ticket Surcharge       | \$3/ticket | Indy Fuel to remit \$3 for every hockey ticket sold                                                                   |
| Indy Fuel Suite             | \$65,000   | Annual Rent for Indy Fuel Suite. Indy Fuel also responsible for payment of all food & beverage.                       |
| Gate Receipt Revenue        | 100%       | Indy Fuel to retain all ticket revenue from Indy Fuel games (net of the City's \$3 surcharge)                         |
| Attendance Incentive        | See Note   | Event Center to remit back to Indy Fuel \$5/person for every person over 162,000 season attendance                    |
| Ticketmaster and Box Office | 100%       | Indy Fuel to retain all amounts related to fees/refunds/rebates for Ticketmaster and Box Office fees for hockey games |
| Parking Revenue             | 0%         | Event Center to retain all parking revenue                                                                            |
| Concession Revenue          | 0%         | Event Center to retain all concession revenue                                                                         |
| Catering Revenue            | 0%         | Event Center to retain all catering revenue                                                                           |
| Merchandise Revenue         | 100%       | Indy Fuel to retain all revenues related to Indy Fuel Merchandise                                                     |
| Game Day Expenses           | 0%         | Indy Fuel is not responsible for game day expenses related to operations of Event Center                              |
| Arena Operating Expenses    | 0%         | Indy Fuel is not responsible for other facility operating expenses                                                    |
| Capital Repair Expenses     | 0%         | Indy Fuel is not responsible for facility capital repairs and replacement                                             |
| Merchandise Shop Expenses   | 0%         | Indy Fuel is not responsible for paying rent for Merchandise Shop (~2,500 square feet)                                |

| <b>SPONSORSHIP SALES*</b>                                                          |      |                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Naming Rights Revenue (net)                                                        | 20%  | Indy Fuel to retain 20% in title naming rights revenue related to the Event Center                                                                                                                                                                                  |
| Advertising Revenue-<br>Temporary (Hockey)/ Ice                                    | 100% | Indy Fuel to retain all revenues related to temporary/ ice advertising/ signage (Hockey)                                                                                                                                                                            |
| Permanent Advertising –<br>Pouring Rights                                          | 100% | Indy Fuel to retain all commissions related to Pouring Rights                                                                                                                                                                                                       |
| Permanent Advertising –<br>Building Signage                                        | 100% | Indy Fuel to retain all commissions related to permanent signage within the facility                                                                                                                                                                                |
| Permanent Advertising –<br>Outdoor Marquee                                         | 100% | Indy Fuel to retain all commissions related to selling the outdoor marquee(s) on the building                                                                                                                                                                       |
| Permanent Sponsorship –<br>1 <sup>st</sup> Floor Event Level Club<br>Section (net) | 100% | Indy Fuel to retain all commissions related to the Event Club                                                                                                                                                                                                       |
| Permanent Sponsorship – 2 <sup>nd</sup><br>Floor Bar Club Section (net)            | 100% | Indy Fuel to retain all commissions related to Floor Bar Club                                                                                                                                                                                                       |
| Permanent Sponsorship – 2 <sup>nd</sup><br>Floor Loge Club Section (net)           | 100% | Indy Fuel to retain all commissions related to Floor Loge Club                                                                                                                                                                                                      |
| Premium Seating Lease Revenue                                                      | 20%  | (i) Indy Fuel to retain 20% Commission for Private Suites<br>(ii) Indy Fuel to retain 100% hockey tickets (net of surcharge)                                                                                                                                        |
| Party Suites                                                                       | 20%  | (i) For qualifying events where the Event Center retains 100% of the Party Suite ticket revenue, the Indy Fuel to retain 20% of non-Indy Fuel ticket revenue (net of surcharge) for Party Suites<br>(ii) Indy Fuel to retain 100% hockey tickets (net of surcharge) |
| Greenspace Lawn                                                                    | 0%   | Event Center to retain all sponsorship revenue related to Greenspace Lawn Area in front of Event Center                                                                                                                                                             |

## EXHIBIT "I"

### FACILITY COVENANTS

***"EVENT CENTER" AS USED IN THIS RESTRICTION SHALL BE INTERPRETED AS A REFERENCE TO THE "FACILITY"***

1. Restrictions.

The Event Center shall have a capacity of not more than 8,500 seats. Food and beverage areas shall be limited to ancillary concessions areas (the "F & B Areas"). F & B Areas shall only be allowed to operate when the Event Center is hosting an event (such time referred to herein as an "Open Date"). The only permanent designated retail space permitted at the Event Center shall be a team store (the "Team Store"), which Team Store shall not exceed 15,000 square feet. The Team Store may operate during normal business hours; provided, however, pop-up kiosks and stands shall be permitted to sell event-related items on any Open Date.

**RESOLUTION NO. R121223J**

**RESOLUTION APPROVING AMENDED AND  
RESTATED PRE-OPENING CONSULTING AND MANAGEMENT AGREEMENT**

WHEREAS, on or about August 1, 2023, ASM Global Arena Management, LLC (“ASM”) and the City of Fishers (the “City”) entered into that certain Pre-Opening And Management Agreement pursuant to which the City engaged ASM Global to provide pre-opening consulting and management services for the Facility (the “Original Agreement”);

WHREAS, since that time, ASM and the City have worked closely on a myriad of deliverables concerning the Facility, including, without limitation, construction timelines, budgets, event scheduling and potential end users;

WHERAS, the City and ASM have also identified several areas of potential cost-savings regarding the Facility, and have worked together to achieve cost savings, where possible, including, without limitation, how and when the FF&E Inventory is procured for the Facility;

WHEREAS, the City and ASM now desire to amend the Original Agreement to provide that ASM will be responsible for procuring certain FF&E for the Event Center pursuant to the Amended And Restate Pre-Opening Consulting And Management Agreement attached hereto as Exhibit A (the “Agreement”); and

WHEREAS, capitalized terms used but not defined herein are used with the meaning included in the Original Agreement.

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

**Section 1.** The 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 12<sup>th</sup> day of December, 2023.



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

**YAY**

**NAY**

**ABSTAIN**

|  |                            |  |  |
|--|----------------------------|--|--|
|  | Scott Fadness,<br>Chairman |  |  |
|  | Jeff Lantz,<br>Member      |  |  |
|  | Jason Meyer,<br>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