



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety Meeting

DATE: 11/28/2023, at 9:00 AM

DIRECTIONS: Fishers City Services Building, 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**
- 2. Announcements**
- 3. Presentations**
- 4. Consent Agenda**
 - a. Request to review the previous meeting memoranda's
 - b. Request to approve the account payable register
- 5. Resolution**
 - a. R112823 – Request to Revoke Right-of-Way permits.
 - b. R112823A – Request to Approve Special Purchase of Life Line Superliner Ambulance Box
 - c. R112823B – Request for Bid Award of City Sidewalk Improvements 24-1.
 - d. R112823C – Request for On-Call Contract with Burgess and Niple.
 - e. R112823D – Request to Amend the Cross Sections, General Plans and Specifications for Barrett East as adopted in Resolution No. R031423D.

- 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.

November 28, 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 88 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$1,640,640.10.

Dated this 28th day of November 2023.

	_____	_____
	_____	_____
	_____	_____

Signatures of Governing Board

A/P CASH DISBURSEMENTS JOURNAL Oct 2023 MetLi

CASH ACCOUNT: 99900000 10102				FIB Payroll Account					
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
103123	11/14/2023	MANL	231 Metropolitan Life In	79898	10312023	10/31/2023			29,438.09
				29,438.09	80600000 29008	Elective Benefits			
							CHECK	103123 TOTAL:	29,438.09
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***		29,438.09
						COUNT	AMOUNT		
TOTAL MANUAL CHECKS						1	29,438.09		
							*** GRAND TOTAL ***		29,438.09

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash													
CHECK NO	CHK	DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT		NET	
68622	11/15/2023	MANL	364	Cinergy Corp		79682	910138704908	11/07/2023	22300137	1114utl		211.85	
						211.85	10109012 43100			Professional Services			
									CHECK	68622 TOTAL:		211.85	
68623	11/15/2023	MANL	364	Cinergy Corp		79683	910124569255	11/07/2023	22300137	1114utl		302.24	
						302.24	10109012 43100			Professional Services			
									CHECK	68623 TOTAL:		302.24	
68624	11/15/2023	MANL	364	Cinergy Corp		79686	910130397111	11/07/2023	22300137	1114utl		85.47	
						85.47	10109012 43100			Professional Services			
									CHECK	68624 TOTAL:		85.47	
68625	11/15/2023	MANL	364	Cinergy Corp		79687	910120320173	11/07/2023	22300137	1114utl		173.96	
						173.96	10109012 43100			Professional Services			
									CHECK	68625 TOTAL:		173.96	
68626	11/15/2023	MANL	364	Cinergy Corp		79688	930000025377	10/27/2023	22300137	1114utl		11,798.67	
						11,798.67	10109012 43100			Professional Services			
									CHECK	68626 TOTAL:		11,798.67	
68627	11/15/2023	MANL	364	Cinergy Corp		79689	930000023507	10/27/2023	22300137	1114utl		1,678.82	
						1,678.82	10109012 43100			Professional Services			
									CHECK	68627 TOTAL:		1,678.82	
68628	11/15/2023	MANL	364	Cinergy Corp		79685	910123011555	10/31/2023	22300137	1114utl		64.20	
						64.20	10109012 43100			Professional Services			
									CHECK	68628 TOTAL:		64.20	
68629	11/15/2023	MANL	1753	Indianapolis Power &		79671	200000031599	11/07/2023	22300027	1114utl		301.70	
						301.70	10109012 43100			Professional Services			
									CHECK	68629 TOTAL:		301.70	
68630	11/15/2023	MANL	1753	Indianapolis Power &		79670	200000052973	11/07/2023	22300027	1114utl		110.56	
						110.56	10109012 43100			Professional Services			

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

							CHECK	68630	TOTAL :	110.56
68631	11/15/2023	MANL	1521 Indiana Gas Company	79672 132.01	0260063427655901456 10109012 43100	11/06/2023 22300021 1114utl Professional Services				132.01
							CHECK	68631	TOTAL :	132.01
68632	11/15/2023	MANL	1521 Indiana Gas Company	79673 121.15	0260063427651781799 10109012 43100	11/06/2023 22300021 1114utl Professional Services				121.15
							CHECK	68632	TOTAL :	121.15
68633	11/15/2023	MANL	1521 Indiana Gas Company	79674 42.31 2.17	0260060206155548823 10109012 43100 10109012 43100	10/20/2023 22300021 1114utl Professional Services Professional Services				44.48
							CHECK	68633	TOTAL :	44.48
68634	11/15/2023	MANL	1521 Indiana Gas Company	79675 13.02 2.46	0260049171657114176 10109012 43100 10109012 43100	10/20/2023 22300021 1114utl Professional Services Professional Services				15.48
							CHECK	68634	TOTAL :	15.48
68635	11/15/2023	MANL	1521 Indiana Gas Company	79677 87.36	0260049171654574229 10109012 43100	11/06/2023 22300021 1114utl Professional Services				87.36
							CHECK	68635	TOTAL :	87.36
				NUMBER OF CHECKS	14	*** CASH ACCOUNT TOTAL ***				15,127.95
						COUNT	AMOUNT			
				TOTAL MANUAL CHECKS		14	15,127.95			
						*** GRAND TOTAL ***				15,127.95

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
68636	11/17/2023	MANL	2452 Regions Bank	80069	1023CC-EconDev	10/31/2023		1023CC	254.20
				66.71	10101014 42200	operating Supplies			
				43.22	10101014 42200	operating Supplies			
				41.86	10101014 42200	operating Supplies			
				7.66	10101014 42200	operating Supplies			
				44.33	10101014 42200	operating Supplies			
				50.42	10101014 42200	operating Supplies			
						CHECK	68636	TOTAL:	254.20
68637	11/17/2023	MANL	2452 Regions Bank	80066	1023CC-Clerk	10/31/2023		1023CC	271.56
				39.05	10102010 43100	Professional Services			
				28.84	10102010 43100	Professional Services			
				28.84	10102010 43100	Professional Services			
				39.05	10102010 43100	Professional Services			
				28.84	10102010 43100	Professional Services			
				28.84	10102010 43100	Professional Services			
				39.05	10102010 43100	Professional Services			
				39.05	10102010 43100	Professional Services			
						CHECK	68637	TOTAL:	271.56
68638	11/17/2023	MANL	2452 Regions Bank	80067	1023CC-Controller	10/31/2023		1023CC	278.37
				16.77	10101013 42200	operating Supplies			
				10.70	10101013 42200	operating Supplies			
				84.78	10101013 42200	operating Supplies			
				31.60	10101013 42200	operating Supplies			
				14.23	10101013 42200	operating Supplies			
				28.29	10101013 42200	operating Supplies			
				92.00	10101013 43100	Professional Services			
						CHECK	68638	TOTAL:	278.37
68639	11/17/2023	MANL	2452 Regions Bank	80065	1023CC-BSG	10/31/2023		1023CC	419.13
				15.04	10101012 42200	operating Supplies			
				174.00	10101012 43200	Comms And Transportation			
				230.09	10101012 43100	Professional Services			
						CHECK	68639	TOTAL:	419.13
68640	11/17/2023	MANL	2452 Regions Bank	80081	1023CC-Planning	10/31/2023		1023CC	1,227.53
				383.00	10103012 43200	Comms And Transportation			
				35.30	10103012 42200	operating Supplies			
				4.27	10103012 42200	operating Supplies			
				124.12	10103012 42200	operating Supplies			
				10.70	10103012 42200	operating Supplies			
				60.00	10103012 42200	operating Supplies			
				13.15	10103012 42200	operating Supplies			

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

					46.88	10103012	42200	Operating Supplies			
					8.68	10103012	42200	operating Supplies			
					15.40	10103012	43300	Printing And Advertising			
					25.92	10103012	43300	Printing And Advertising			
					14.37	10103012	43300	Printing And Advertising			
					25.92	10103012	43300	Printing And Advertising			
					126.00	10103012	43100	Professional Services			
					29.77	10103012	43300	Printing And Advertising			
					28.75	10103012	43300	Printing And Advertising			
					28.75	10103012	43300	Printing And Advertising			
					25.92	10103012	43300	Printing And Advertising			
					14.37	10103012	43300	Printing And Advertising			
					16.78	10103012	42200	Operating Supplies			
					29.77	10103012	43300	Printing And Advertising			
					68.79	10103012	42200	operating Supplies			
					52.97	10103012	42200	operating Supplies			
					37.95	10103012	42200	operating Supplies			
								CHECK	68640	TOTAL:	1,227.53
68641	11/17/2023	MANL	2452	Regions Bank	80070	1023CC-Engineering	10/31/2023	1023CC			1,870.69
					49.37	62604010 43200	Comms And Transportation				
					40.17	60604010 42200	operating Supplies				
					1,616.26	20104010 43100	Professional Services				
					150.99	60604010 43100	Professional Services				
					13.90	20104010 42200	operating Supplies				
								CHECK	68641	TOTAL:	1,870.69
68642	11/17/2023	MANL	2452	Regions Bank	80077	1023CC-HealthDept	10/31/2023	1023CC			7,531.67
					31.62	21205058 42200	operating Supplies				
					316.00	E 51222001 .Train .	.				
						27055058 43200	Comms And Transportation				
					13.99	21205058 42200	Operating Supplies				
					.99	21205058 43100	Professional Services				
					53.94	21205058 43100	Professional Services				
					13.15	21205058 43100	Professional Services				
					6.00	21205058 43100	Professional Services				
					31.72	21205058 42200	operating Supplies				
					1,602.45	21205058 43100	Professional Services				
					1,500.00	21205058 42200	operating Supplies				
					78.10	21205058 42200	operating Supplies				
					120.00	21205058 43200	Comms And Transportation				
					179.97	21205058 43200	Comms And Transportation				
					79.43	21205058 43100	Professional Services				
					38.49	21205058 42200	Operating Supplies				
					49.20	21205058 42200	operating Supplies				
					22.91	21205058 42200	operating Supplies				
					10.02	21205058 43100	Professional Services				

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

				2.13	21205058	42200	Operating Supplies		
				24.99	21205058	42200	operating Supplies		
				300.00					
					E 21221005	.Train .			
					27055058	43200	Comms And Transportation		
				1,200.00					
					E 21221005	.Train .			
					27055058	43200	Comms And Transportation		
				53.94	21205058	43100	Professional Services		
				99.00	21205058	42200	Operating Supplies		
				29.47	21205058	42200	operating Supplies		
				175.00	10103011	43100	Professional Services		
				29.98	10103011	42200	Operating Supplies		
				9.78	10103011	42200	operating Supplies		
				79.75	10103011	43200	comms And Transportation		
				30.61	10103011	42200	Operating Supplies		
				144.42	10103011	42200	operating Supplies		
				105.00	10103011	43100	Professional Services		
				158.82	10103011	42200	Operating Supplies		
				30.00	10103011	42200	operating Supplies		
				910.80	10103011	43100	Professional Services		
					CHECK	68642	TOTAL:		7,531.67
68643	11/17/2023	MANL	2452 Regions Bank	80078	1023CC-IT		10/31/2023	1023CC	4,389.62
				10.99	10106050	43100	Professional Services		
				406.39	60606050	43200	Comms And Transportation		
				407.23	10106050	43100	Professional Services		
				1,360.00	10106050	42200	operating Supplies		
				35.00	10106050	43200	Comms And Transportation		
				35.00	10106050	43200	Comms And Transportation		
				80.00	10106050	43200	Comms And Transportation		
				1,219.17	10106050	43200	Comms And Transportation		
				349.95	10106050	43100	Professional Services		
				320.99	10108015	43100	Professional Services		
				164.90	21205058	43100	Professional Services		
					CHECK	68643	TOTAL:		4,389.62
68644	11/17/2023	MANL	2452 Regions Bank	80079	1023CC-IT		10/31/2023	22301076 1023CC	5,492.60
				1,402.05	10106050	43100	Professional Services		
				286.85	10106050	43100	Professional Services		
				119.90	10106050	43100	Professional Services		
				294.85	10106050	43100	Professional Services		
				119.90	10106050	43100	Professional Services		
				398.30	10106050	43100	Professional Services		
				289.85	10106050	43100	Professional Services		
				156.85	60606050	43100	Professional Services		
				119.90	10106050	43100	Professional Services		
				141.30	10106050	43100	Professional Services		

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

210.00	10106050	43100	Professional Services
268.26	10106050	43100	Professional Services
119.90	10106050	43100	Professional Services
214.69	10106050	43100	Professional Services
119.90	10106050	43100	Professional Services
84.90	10106050	43100	Professional Services
219.80	10106050	43100	Professional Services
289.85	10106050	43100	Professional Services
148.85	10106050	43100	Professional Services
199.85	10106050	43100	Professional Services
286.85	10106050	43100	Professional Services

CHECK 68644 TOTAL: 5,492.60

68645 11/17/2023 MANL 2452 Regions Bank

80064	1023CC-Admin	10/31/2023	1023CC	20,068.26
81.75	10101015	42200	Operating Supplies	
38.60	10101016	43100	Professional Services	
125.57	10101016	42200	Operating Supplies	
348.20	10101016	42200	Operating Supplies	
1,853.40	10101016	42200	Operating Supplies	
28.95	10101011	42200	Operating Supplies	
1,300.00	10101016	42200	Operating Supplies	
33.16	10101011	42200	Operating Supplies	
85.55	10101011	42200	Operating Supplies	
31.70	10101011	42200	Operating Supplies	
47.82	10101011	42200	Operating Supplies	
14.99	10101011	43100	Professional Services	
14.97	10101011	42200	Operating Supplies	
48.14	10101011	42200	Operating Supplies	
103.73	10101011	42200	Operating Supplies	
5.13	10101011	42200	Operating Supplies	
82.70	10101011	42200	Operating Supplies	
1,589.19	10101016	42200	Operating Supplies	
27.87	10101011	42200	Operating Supplies	
28.88	10101011	42200	Operating Supplies	
-13.90	10101011	42200	Operating Supplies	
1,750.00	10101011	43100	Professional Services	
58.61	10101011	42200	Operating Supplies	
27.46	10101011	42200	Operating Supplies	
25.98	10101011	42200	Operating Supplies	
54.77	10101011	42200	Operating Supplies	
56.27	10101011	42200	Operating Supplies	
17.28	10101011	42200	Operating Supplies	
172.29	10101011	42200	Operating Supplies	
6.86	10101011	42200	Operating Supplies	
149.40	10101011	42200	Operating Supplies	
186.49	10101011	43200	Comms And Transportation	
37.31	10101011	42200	Operating Supplies	
22.52	10101011	42200	Operating Supplies	
39.52	10101011	42200	Operating Supplies	
1,400.00	10101011	43200	Comms And Transportation	

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

77.80	10101011	43100	Professional Services
7.54	10101011	43100	Professional Services
232.00	10101011	43100	Professional Services
232.00	10101011	43100	Professional Services
7.54	10101011	43100	Professional Services
232.00	10101011	43100	Professional Services
7.54	10101011	43100	Professional Services
51.39	10101011	43100	Professional Services
310.00	10101011	43100	Professional Services
35.99	10101017	42200	Operating Supplies
40.49	10101017	42200	Operating Supplies
51.50	10101017	43100	Professional Services
24.08	10101017	42200	Operating Supplies
20.06	10101017	42200	Operating Supplies
13.05	10101017	43100	Professional Services
854.89	10101017	42200	Operating Supplies
350.00	10101017	43100	Professional Services
43.43	10101017	42200	Operating Supplies
147.83	10101017	42200	Operating Supplies
-9.62	10101017	42200	Operating Supplies
14.43	10101017	42200	Operating Supplies
62.00	10101017	42200	Operating Supplies
62.00	10101017	42200	Operating Supplies
9.62	10101017	42200	Operating Supplies
9.62	10101017	42200	Operating Supplies
100.00	10101017	42200	Operating Supplies
73.77	10101011	42200	Operating Supplies
65.40	10101011	42200	Operating Supplies
89.75	10101011	42200	Operating Supplies
28.00	10101011	43100	Professional Services
38.99	10101011	43100	Professional Services
525.04	10101011	42200	Operating Supplies
56.98	10101011	42200	Operating Supplies
64.54	10101011	42200	Operating Supplies
82.09	10101011	42200	Operating Supplies
186.49	10101012	43200	Comms And Transportation
606.80	10101011	43100	Professional Services
51.01	10101011	42200	Operating Supplies
120.50	10107010	42200	Operating Supplies
33.09	10107010	42200	Operating Supplies
46.01	10107010	42200	Operating Supplies
915.06	10101016	42200	Operating Supplies
10.81	10101016	42200	Operating Supplies
67.38	10101016	42200	Operating Supplies
29.99	10101016	43100	Professional Services
393.40	10101016	43200	Comms And Transportation
7.39	10101016	42200	Operating Supplies
139.99	10101016	43100	Professional Services
9.99	10101016	43100	Professional Services
1,028.00	10101016	42200	Operating Supplies
250.00	10101016	43300	Printing And Advertising
127.33	10101016	42200	Operating Supplies

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

96.22	10101016	43100	Professional Services
20.00	10101016	43100	Professional Services
68.39	10101016	42200	operating Supplies
7.27	10101016	42200	operating Supplies
5.10	10101016	42200	operating Supplies
16.02	10101016	42200	operating Supplies
17.05	10101016	42200	operating Supplies
123.27	10101016	42200	operating Supplies
193.64	10101016	42200	operating Supplies
7.27	10101016	42200	operating Supplies
33.99	10101016	42200	operating Supplies
51.00	10101016	42200	operating Supplies
567.71	10101016	42200	operating Supplies
15.24	10101016	42200	operating Supplies
87.89	10101016	42200	operating Supplies
145.86	10101016	42200	operating Supplies
45.93	10101016	42200	operating Supplies
35.00	10101016	43100	Professional Services
69.87	10101016	42200	operating Supplies
545.40	10101016	42200	operating Supplies

CHECK 68645 TOTAL: 20,068.26

68646 11/17/2023 MANL 2452 Regions Bank

80074	1023CC-Fleet	10/31/2023	1023CC	10,159.17
15.00	10106010	43100	Professional Services	
1,950.00	10106010	43100	Professional Services	
1,080.00	10106010	43100	Professional Services	
269.90	10106010	42200	operating Supplies	
24.97	20106010	42200	operating Supplies	
975.91	62606010	42200	operating Supplies	
34.30	10106010	42200	operating Supplies	
36.73	10106010	42200	operating Supplies	
106.97	10106010	42200	operating Supplies	
2,339.91	20106010	42200	operating Supplies	
22.00	10106010	43100	Professional Services	
110.00	10106010	43100	Professional Services	
13.64	10106010	43100	Professional Services	
186.31	20106010	42200	operating Supplies	
114.19	20106010	42200	operating Supplies	
73.41	10106010	42200	operating Supplies	
53.70	10106010	42200	operating Supplies	
102.00	10106010	42200	operating Supplies	
4.22	10106010	42200	operating Supplies	
33.34	10106010	42200	operating Supplies	
14.67	10106010	42200	operating Supplies	
386.00	10106010	43100	Professional Services	
2,212.00	10106010	43100	Professional Services	

CHECK 68646 TOTAL: 10,159.17

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

68647 11/17/2023 MANL 2452 Regions Bank

 80075 1023CC-Fleet
 6,300.00 20106010 44500

 10/31/2023 22301047 1023CC
 Machinery and Equipment

6,300.00

CHECK 68647 TOTAL: 6,300.00

68648 11/17/2023 MANL 2452 Regions Bank

 80080 1023CC-Recreation
 786.32 10107010 43100
 8.34 10107010 42200
 12.36 10107010 42200
 22.93 10107010 42200
 39.08 10107010 42200
 9.99 10107010 42200
 30.00 10107010 43100
 3,326.75 10107010 42200
 206.00 10107010 42200
 415.00 10107010 42200
 206.00 10107010 43100
 10.23 10107010 43100
 64.20 10107010 42200
 29.99 10107010 42200
 64.69 10107010 42200
 408.36 10107010 42200
 64.98 10107010 42200
 370.00 10107010 43100
 96.30 10107010 42200
 76.95 10107010 42200
 661.26 10107010 42200
 304.95 10107010 42200
 116.94 10107010 42200
 43.71 10107010 42200
 42.80 10107010 42200
 489.50 10107010 42200
 130.00 10107010 42200
 134.80 10107010 42200
 38.52 10107010 42200
 176.16 10107010 42200
 48.15 10107010 42200
 372.36 10107010 42200
 66.19 10107010 42200
 394.33 10107010 42200
 10.70 10107010 42200
 786.68 10107010 43100
 400.00 10107010 42200
 117.70 10107010 42200
 712.50 10107010 43100
 700.00 10107010 43100
 5,326.00 10107010 43100
 16.99 10107010 43100
 52.15 10107010 42200
 26.32 10107010 42200

 10/31/2023
 1023CC
 Professional Services
 Operating Supplies
 Operating Supplies
 Operating Supplies
 Operating Supplies
 Operating Supplies
 Professional Services
 Operating Supplies
 Operating Supplies
 Operating Supplies
 Professional Services
 Professional Services
 operating Supplies
 Operating Supplies
 Operating Supplies
 operating Supplies
 operating Supplies
 Professional Services
 operating Supplies
 Operating Supplies
 operating Supplies
 operating Supplies
 operating Supplies
 operating Supplies
 operating Supplies
 operating Supplies
 operating Supplies
 operating Supplies
 operating Supplies
 Professional Services
 operating Supplies
 Operating Supplies
 Professional Services
 Professional Services
 Professional Services
 Professional Services
 operating Supplies
 operating Supplies

26,718.06

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

29.82	10107010	42200	Operating Supplies
3,930.00	10107010	43100	Professional Services
23.88	10107010	43100	Professional Services
120.00	10107010	42200	Operating Supplies
77.99	10107010	43100	Professional Services
40.56	10107010	42200	operating Supplies
1,454.47	10107010	42200	Operating Supplies
1,050.00	10107010	43100	Professional Services
614.98	10107010	42200	operating Supplies
50.00	10107010	42200	Operating Supplies
47.50	10107010	42200	operating Supplies
69.55	10107010	42200	operating Supplies
-100.00	10107010	42200	operating Supplies
56.25			
	E 70023004 .Supp .		
	10107010 42200		Operating Supplies
44.25			
	E 70023004 .Supp .		
	10107010 42200		Operating Supplies
8.98			
	E 70023004 .Supp .		
	10107010 42200		Operating Supplies
24.82			
	E 70023004 .Supp .		
	10107010 42200		Operating Supplies
31.41			
	E 70023004 .Supp .		
	10107010 42200		Operating Supplies
80.00			
	E 70023004 .Supp .		
	10107010 42200		Operating Supplies
37.94			
	E 70023004 .Supp .		
	10107010 42200		Operating Supplies
420.30			
	E 70023004 .Supp .		
	10107010 42200		Operating Supplies
147.25			
	E 70023004 .Supp .		
	10107010 42200		Operating Supplies
34.99			
	E 70023004 .Supp .		
	10107010 42200		Operating Supplies
31.37			
	E 70023004 .Supp .		
	10107010 42200		Operating Supplies
42.79	10107010	42200	operating Supplies
3.21	10107010	42200	operating Supplies
80.24	10107010	42200	operating Supplies
39.52	10107010	42200	operating Supplies
230.00	10107010	43100	Professional Services
148.22	10107010	42200	Operating Supplies

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

				63.09	10107010	42200	Operating Supplies		
				367.50	10107010	42200	operating Supplies		
							CHECK	68648 TOTAL:	26,718.06
68649	11/17/2023	MANL	2452 Regions Bank	80068	1023CC-DPW		10/31/2023	1023CC	30,986.08
				730.00	10109013	42200	operating Supplies		
				725.42	10109013	42200	operating Supplies		
				1,123.45	20109011	42200	operating Supplies		
				1,039.25	20109011	42200	operating Supplies		
				72.83	10109013	42200	operating Supplies		
				1,764.59	10109013	42200	operating Supplies		
				892.57	20209011	42200	operating Supplies		
				19.96	10109012	42200	operating Supplies		
				775.00	10109012	43100	Professional Services		
				626.02	10109012	43100	Professional Services		
				16.57	10109012	43100	Professional Services		
				2,905.54	10109012	43100	Professional Services		
				2,197.98	10109012	43100	Professional Services		
				212.26	10109012	43100	Professional Services		
				203.00	10109012	43100	Professional Services		
				343.50	10109013	42200	operating Supplies		
				37.45	10109013	42200	operating Supplies		
				128.65	10109013	42200	operating Supplies		
				35.58	10109013	42200	operating Supplies		
				5.34	10109012	42200	operating Supplies		
				55.61	10109013	42200	operating Supplies		
				558.32	10109013	42200	operating Supplies		
				26.18	10109013	42200	operating Supplies		
				28.88	10109013	42200	operating Supplies		
				2.68	10109012	42200	operating Supplies		
				195.00	20109011	42200	operating Supplies		
				-21.39	10109012	42200	operating Supplies		
				-5.34	10109012	42200	operating Supplies		
				335.00	10109012	43100	Professional Services		
				49.49	10109013	42200	operating Supplies		
				1,350.00	10109013	43100	Professional Services		
				195.00	10109013	43100	Professional Services		
				4,300.25	10109012	43100	Professional Services		
				488.77	10109013	42200	operating Supplies		
				87.50	10109013	42200	operating Supplies		
				79.00	10109013	42200	operating Supplies		
				2,000.00	60609014	42200	operating Supplies		
				4,000.00	60609014	42200	operating Supplies		
				3,406.17	60609014	43500	utility Services		
							CHECK	68649 TOTAL:	30,986.08

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME
----------	----------	------	-------------

CHECK	68650	TOTAL:	19,487.71
-------	-------	--------	-----------

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

68651	11/17/2023	MANL	2452 Regions Bank	80072	1023CC-Fire	10/31/2023	22301026	1023CC	5,847.00
				1,793.00	10105015 42200			operating Supplies	
				14.00	10105015 42200			operating Supplies	
				40.00	10105015 42200			operating Supplies	
				4,000.00	10105015 42200			operating Supplies	
						CHECK	68651	TOTAL:	5,847.00
68652	11/17/2023	MANL	2452 Regions Bank	80073	1023CC-Fire	10/31/2023	22301025	1023CC	9,344.52
				92.52	10105015 42200			operating Supplies	
				9,252.00	10105015 42200			operating Supplies	
						CHECK	68652	TOTAL:	9,344.52
68653	11/17/2023	MANL	2452 Regions Bank	80082	1023CC-Police	10/31/2023		1023CC	41,219.15
				54.49	10108015 43200			Comms And Transportation	
				546.20	10108015 43200			Comms And Transportation	
				50.00	10108015 43200			Comms And Transportation	
				61.08	10108015 43200			Comms And Transportation	
				562.50	10108013 42200			operating Supplies	
				429.10	10108015 42200			operating Supplies	
				590.74	10108015 42200			operating Supplies	
				100.95	10108015 42200			operating Supplies	
				289.00	10108015 42200			operating Supplies	
				81.62	10108015 42200			operating Supplies	
				153.00	10108013 42200			operating Supplies	
				238.95	10108015 42200			operating Supplies	
				330.00	10108015 43200			Comms And Transportation	
				330.00	10108015 43200			Comms And Transportation	
				503.10	10108015 42200			operating Supplies	
				26.89	10108015 42200			operating Supplies	
				129.90	10108015 42200			operating Supplies	
				1,198.42	10108015 42200			operating Supplies	
				750.00	10108015 42200			operating Supplies	
				750.00	10108015 42200			operating Supplies	
				702.25	10108015 43200			Comms And Transportation	
				53.67	10108013 43200			Comms And Transportation	
				1,171.68	10108013 43200			Comms And Transportation	
				15.00	10108013 43100			Professional Services	
				3,650.00	10108013 42200			operating Supplies	
				20.00	10108013 43100			Professional Services	
				58.97	10108015 43200			Comms And Transportation	
				75.00	10108012 43200			Comms And Transportation	
				2,400.00	10108015 43200			Comms And Transportation	
				642.57	10108013 43200			Comms And Transportation	
				630.94	10108015 43200			Comms And Transportation	
				308.96	10108015 43200			Comms And Transportation	
				308.96	10108015 43200			Comms And Transportation	
				173.46	10108015 42200			operating Supplies	

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

9,375.00	10108013	42200	Operating Supplies
32.94	10108015	42200	operating Supplies
125.00	10108015	43200	Comms And Transportation
1,325.00	10108015	43200	Comms And Transportation
125.00	10108015	43200	Comms And Transportation
122.34	10108011	42200	operating Supplies
55.95	10108011	42200	Operating Supplies
78.90	10108015	42200	operating Supplies
18.02	10108013	43200	Comms And Transportation
548.39	10108012	43200	Comms And Transportation
225.89	10108013	43200	Comms And Transportation
293.65	10108013	43200	Comms And Transportation
24.40	10108011	42200	Operating Supplies
-548.39	10108012	43200	Comms And Transportation
125.00	10108015	43100	Professional Services
308.00	10108011	43100	Professional Services
125.00	10108015	43200	Comms And Transportation
125.00	10108015	43200	Comms And Transportation
125.00	10108015	43200	Comms And Transportation
125.00	10108015	43200	Comms And Transportation
125.00	10108015	43200	Comms And Transportation
125.00	10108015	43200	Comms And Transportation
47.70	10108013	43200	Comms And Transportation
795.00	10108015	43200	Comms And Transportation
795.00	10108015	43200	Comms And Transportation
24.13	10108015	42200	operating Supplies
65.00	10108015	43100	Professional Services
199.98	10108015	42200	Operating Supplies
377.18	10108015	42200	operating Supplies
832.30	10108013	43100	Professional Services
101.00	10108013	43100	Professional Services
225.00	10108013	43200	Comms And Transportation
1,358.63	10108013	43100	Professional Services
317.90	10108013	42200	Operating Supplies
330.00	10108015	43200	Comms And Transportation
800.00	10108015	43200	Comms And Transportation
330.00	10108015	43200	Comms And Transportation
330.00	10108015	43200	Comms And Transportation
330.00	10108015	43200	Comms And Transportation
-800.00	10108015	43200	Comms And Transportation
102.36	10108015	43200	Comms And Transportation
105.58	10108015	42200	operating Supplies
65.98	23308011	42200	Operating Supplies
105.58	10108015	42200	operating Supplies
153.97	23308011	42200	operating Supplies
121.98	23308011	42200	operating Supplies
84.98	23308011	42200	operating Supplies
129.18	23308011	42200	operating Supplies
1,893.23	10108012	43100	Professional Services
1,625.00	10108011	43100	Professional Services

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

										CHECK	68653	TOTAL:	41,219.15	
68654	11/17/2023	MANL	2452	Regions Bank	80076	1023CC-Fleet	10/31/2023	22301072	1023CC				7,865.00	
					7,865.00	10106010 44500	Machinery and Equipment							
										CHECK	68654	TOTAL:	7,865.00	
					NUMBER OF CHECKS	19	*** CASH ACCOUNT TOTAL ***					199,730.32		
										COUNT	AMOUNT			
										TOTAL MANUAL CHECKS	19	199,730.32		
										*** GRAND TOTAL ***			199,730.32	

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		
68607	11/16/2023	EFT	4186 Environmental Resour	79848	265652	11/13/2023		111623RD	46,732.81		
						CHECK		68607 TOTAL:	46,732.81		
68608	11/16/2023	EFT	2600 Indianapolis Metropo	79832	2023-9 September	10/06/2023		111623RD	7,014.75		
				79833	2023-10 October	11/03/2023		111623RD	5,156.20		
						CHECK		68608 TOTAL:	12,170.95		
					NUMBER OF CHECKS	2	*** CASH ACCOUNT TOTAL ***		58,903.76		
					TOTAL EFT'S	COUNT	AMOUNT				
						2	58,903.76				
							*** GRAND TOTAL ***		58,903.76		

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		
68609	11/20/2023	EFT	878 Jennifer C Messer PC	79992	111323CIRDA	11/13/2023		112023RD	10,000.00		
						CHECK	68609	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
68655	11/20/2023	PRTD	3717 Norfolk Southern Rai	80306	NS 1314561	11/20/2023		112023EP	8,000.00
						CHECK	68655 TOTAL:		8,000.00
NUMBER OF CHECKS						1	*** CASH ACCOUNT TOTAL ***		8,000.00
						COUNT	AMOUNT		
TOTAL PRINTED CHECKS						1	8,000.00		
						*** GRAND TOTAL ***			8,000.00

Detail Invoice List

CASH ACCOUNT: 99900000 10103			FIB Health/Flex Account							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2650	Community Health Netw	0000		EFT	11/20/2023	EHS-001261		75924	79994	
ACCOUNT DETAIL						LINE AMOUNT				
1	70400000 43100		EHF	PROSERVICE		34,430.03	34,430.03			
2650	Community Health Netw	0000		EFT	12/15/2023	EHS-001284		75926	79996	
ACCOUNT DETAIL						LINE AMOUNT				
1	70400000 43100		EHF	PROSERVICE		32,885.71				
							32,885.71			
CHECK TOTAL							67,315.74			
2	INVOICES	WARRANT TOTAL				67,315.74	67,315.74			
CASH ACCOUNT BALANCE							-6,178,017.75			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2299	539 Apparel LLC		0000		EFT	12/13/2023	1005139		75677	79739	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105015 42231		GenSafeTr	UNIFORMS			703.00			
2299	539 Apparel LLC		0000		EFT	12/20/2023	1004411		76165	80307	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105015 42200		GenSafeTr	OPERSUP			379.00			
2299	539 Apparel LLC		0000		EFT	12/20/2023	1004412		76166	80308	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105015 42200		GenSafeTr	OPERSUP			180.00			
2299	539 Apparel LLC		0000		EFT	12/20/2023	1004432		76167	80309	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105015 42200		GenSafeTr	OPERSUP			358.00			
2299	539 Apparel LLC		0000		EFT	12/20/2023	1004488		76168	80310	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105015 42200		GenSafeTr	OPERSUP			90.00			
2299	539 Apparel LLC		0000		EFT	12/20/2023	1004540		76169	80311	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105015 42200		GenSafeTr	OPERSUP			63.00			
2299	539 Apparel LLC		0000		EFT	12/20/2023	1005258		76170	80312	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105015 42200		GenSafeTr	OPERSUP			40.00			
							CHECK TOTAL	1,813.00			
68	A&F Engineering Co LL		0000	22301132	EFT	11/22/2023	18196		75605	79664	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20104010 44200		MVHEng	INFRSTR			11,900.00			
							CHECK TOTAL	11,900.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
316	AAA Exterminating Inc	0000		EFT	10/29/2023	606983		75543	79580	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00				
							40.00			
316	AAA Exterminating Inc	0000		EFT	10/29/2023	606992		75544	79581	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		45.00				
							45.00			
						CHECK TOTAL	85.00			
2826	AHEAD Inc	0000		EFT	11/25/2023	BD0091066		75423	79400	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		14.86				
							14.86			
2826	AHEAD Inc	0000		EFT	10/22/2023	BD0087809		75907	79977	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		14.86				
							14.86			
						CHECK TOTAL	29.72			
124	Airgas, Inc.	0000		EFT	12/06/2023	9143832681		75863	79932	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		41.10				
							41.10			
						CHECK TOTAL	41.10			
699	Jim Alderman	0000		INV	12/15/2023	75902		75902	79972	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 43200		GenLogist	COMMTTRANS		321.00				
							321.00			
						CHECK TOTAL	321.00			
4302	Alexandra Hancock	0000		INV	11/28/2023	11823		76059	80196	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 42200		GenPR	OPERSUP		11.70				
							11.70			
						CHECK TOTAL	11.70			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
90	Amazon Web Services L	0000	22300926	EFT	12/02/2023	1477435349		75429	79406		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		3,745.95					
	2 60606050 43100		SewIT	PROSERVICE		468.25					
	3 62606050 43100		SWIT	PROSERVICE		468.25					
							4,682.45				
						CHECK TOTAL	4,682.45				
808	Amazon.com LLC	0000		EFT	11/26/2023	1WVY-7FN7-66PM		75083	79032		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 42200		GenPDAdmin	OPERSUP		13.38					
							13.38				
808	Amazon.com LLC	0000		EFT	11/25/2023	16TH-P334-1V91		75099	79049		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 23308011 42200		CONTEDPDAD	PERSUP		109.84					
							109.84				
808	Amazon.com LLC	0000		EFT	11/25/2023	1GCF-649K-4M7J		75335	79307		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		14.95					
							14.95				
808	Amazon.com LLC	0000		EFT	11/30/2023	19TN-GT34-YNRQ		75375	79350		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		67.52					
							67.52				
808	Amazon.com LLC	0000		EFT	12/03/2023	1QY3-F1XD-44HG		75383	79359		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 23308011 42200		CONTEDPDAD	PERSUP		18.41					
							18.41				
808	Amazon.com LLC	0000	22300491	EFT	11/29/2023	1CHF-C9RT-NFDF		75424	79401		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		187.77					
	2 10106050 42200		GenIT	OPERSUP		44.45					
	3 10106050 42200		GenIT	OPERSUP		58.00					
							290.22				
808	Amazon.com LLC	0000		EFT	12/01/2023	113R-GDR3-HMDL		75438	79420		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD	OPERSUP		118.44					
							118.44				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000		10100	APCash									
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC		0000		EFT	12/06/2023	1Q31-PPHM-3CWN		75508	79522		
	ACCOUNT DETAIL						LINE AMOUNT					
	1	21205058 42200		CHD	OPERSUP			170.98				
								170.98				
808	Amazon.com LLC		0000		EFT	09/23/2023	11NY-MT1G-GVJW		75520	79554		
	ACCOUNT DETAIL						LINE AMOUNT					
	1	10109012 42200		GenPWBuild	OPERSUP			85.00				
								85.00				
808	Amazon.com LLC		0000		EFT	11/29/2023	16TH-P334-QWMQ		75577	79615		
	ACCOUNT DETAIL						LINE AMOUNT					
	1	10103011 42200		GenPI	OPERSUP			281.41				
								281.41				
808	Amazon.com LLC		0000		EFT	12/06/2023	1D9Y-33TQ-1JN6		75582	79630		
	ACCOUNT DETAIL						LINE AMOUNT					
	1	10103011 42200		GenPI	OPERSUP			443.02				
								443.02				
808	Amazon.com LLC		0000		EFT	12/07/2023	1QXR-KTCM-1RX6		75589	79649		
	ACCOUNT DETAIL						LINE AMOUNT					
	1	10105015 42200		GenSafeTr	OPERSUP			249.98				
								249.98				
808	Amazon.com LLC		0000		EFT	12/01/2023	1VJ9-MYKJ-GWYT		75621	79681		
	ACCOUNT DETAIL						LINE AMOUNT					
	1	10108015 42200		GenPDSpprt	OPERSUP			120.97				
								120.97				
808	Amazon.com LLC		0000		EFT	10/26/2023	1FLL-Q7HF-7YQJ		75632	79692		
	ACCOUNT DETAIL						LINE AMOUNT					
	1	10108015 42200		GenPDSpprt	OPERSUP			113.46				
								113.46				
808	Amazon.com LLC		0000		EFT	10/06/2023	1P1J-LKGF-4T36		75640	79700		
	ACCOUNT DETAIL						LINE AMOUNT					
	1	10108015 42200		GenPDSpprt	OPERSUP			17.99				
								17.99				
808	Amazon.com LLC		0000		EFT	12/02/2023	1YCD-XFLM-3417		75659	79719		
	ACCOUNT DETAIL						LINE AMOUNT					
	1	10103012 42200		GenPZ	OPERSUP			6.82				
								6.82				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	11/19/2023	16JP-VW4K-117Q		75687	79750	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		144.98	144.98			
808	Amazon.com LLC	0000		EFT	12/10/2023	1WDP-YG6V-6WTQ		75734	79798	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		519.96	519.96			
808	Amazon.com LLC	0000		EFT	12/13/2023	1JLP-7LT1-RPMV		75736	79800	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		507.95	507.95			
808	Amazon.com LLC	0000		EFT	12/13/2023	16HC-JVXC-T4PV		75794	79860	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP		15.49	15.49			
808	Amazon.com LLC	0000		EFT	12/12/2023	1NLV-TCJN-M7FY		75847	79915	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		80.43	80.43			
808	Amazon.com LLC	0000		EFT	12/12/2023	1WDR-KCWD-LLML		75848	79916	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		1,327.48	1,327.48			
808	Amazon.com LLC	0000		EFT	12/11/2023	1GQL-VMKF-FP7D		75849	79917	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		1,479.19	1,479.19			
808	Amazon.com LLC	0000		EFT	12/15/2023	17Y4-PC9M-7PGH		75850	79918	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		495.72	495.72			
808	Amazon.com LLC	0000		EFT	12/12/2023	1CCL-GFCT-LPQ4		75861	79930	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		39.98	39.98			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	12/04/2023	1F1P-TTTV-FXHQ		75862	79931		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		185.08	185.08				
808	Amazon.com LLC	0000		EFT	12/14/2023	1N96-4NRH-6TLX		75865	79934		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		61.42	61.42				
808	Amazon.com LLC	0000		EFT	12/05/2023	1QX1-L433-KVRP		75868	79937		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		425.55	425.55				
808	Amazon.com LLC	0000		EFT	11/24/2023	16CM-LKC4-6FDH		75870	79939		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		41.22	41.22				
808	Amazon.com LLC	0000	22300491	EFT	12/13/2023	16CP-373V-Q4CK		75871	79940		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		90.05					
	2 10106050 42200		GenIT	OPERSUP		-0.32					
	3 10106050 42200		GenIT	OPERSUP		16.82					
	4 10106050 42200		GenIT	OPERSUP		69.99					
	5 27155058 42200		HDVFC	OPERSUP		12.89	189.43				
808	Amazon.com LLC	0000		EFT	11/30/2023	17HX-CV4F-3R91		75872	79941		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		48.85	48.85				
808	Amazon.com LLC	0000		EFT	12/14/2023	1HQR-J1MV-4G9J		75883	79953		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		15.98	15.98				
808	Amazon.com LLC	0000		EFT	12/12/2023	17ML-4M66-M6Q7		75901	79971		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 42200		GenInvstgt	OPERSUP		342.92					
	2 10108015 42200		GenPDSpprt	OPERSUP		93.87	436.79				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22201233	EFT	12/13/2023	19TD-RCKT-RFDT		75909	79979	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		7.78				
	2 62604010 42200		SWEng	OPERSUP		13.95				
							21.73			
808	Amazon.com LLC	0000		EFT	12/16/2023	14GK-K4Q4-7DLC		75912	79982	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 42200		GenPDAdmin	OPERSUP		44.32				
							44.32			
808	Amazon.com LLC	0000		EFT	12/15/2023	149L-WDWM-44HH		75913	79983	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		70.83				
	2 10108013 42200		GenInvstgt	OPERSUP		86.37				
							157.20			
808	Amazon.com LLC	0000		EFT	12/15/2023	1MFG-6P93-6TNP		75914	79984	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		175.42				
							175.42			
808	Amazon.com LLC	0000		EFT	12/15/2023	1PLM-GMKV-3W3G		75915	79985	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		71.05				
							71.05			
808	Amazon.com LLC	0000		EFT	12/15/2023	1MFG-6P93-36XX		75928	79998	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		44.99				
							44.99			
808	Amazon.com LLC	0000		EFT	12/15/2023	1TCG-F34F-4QFM		75930	80000	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		745.08				
							745.08			
808	Amazon.com LLC	0000		EFT	12/15/2023	1VTT-N96Q-1NXT		75932	80002	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		186.67				
							186.67			
808	Amazon.com LLC	0000		EFT	12/16/2023	1HHH-7XNQ-43MP		75982	80109	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		571.70				
							571.70			

Report generated: 11/21/2023 11:08:02
 User: Carrie Clark (clarkc)
 Program ID: apwarnt

Page 7

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	12/16/2023	1RQQ-HHMC-6PN7		76015	80142	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-6.99	-6.99			
808	Amazon.com LLC	0000		EFT	12/16/2023	1YMN-D1GX-6C3G		76016	80143	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-13.98	-13.98			
808	Amazon.com LLC	0000		EFT	12/16/2023	1LJQ-Q4GP-7P1W		76017	80144	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-5.97	-5.97			
808	Amazon.com LLC	0000		EFT	12/16/2023	1CLG-7KXQ-771F		76018	80145	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-22.87	-22.87			
808	Amazon.com LLC	0000		EFT	12/16/2023	1DGK-71CX-6YC1		76019	80146	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-45.99	-45.99			
808	Amazon.com LLC	0000		EFT	12/16/2023	1HRT-MJVQ-4VWG		76020	80147	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-5.99	-5.99			
808	Amazon.com LLC	0000		EFT	12/16/2023	1XYK-YJL1-66F3		76021	80148	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-7.19	-7.19			
808	Amazon.com LLC	0000		EFT	12/16/2023	14GK-K4Q4-6FLD		76022	80149	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-29.09	-29.09			
808	Amazon.com LLC	0000		EFT	12/15/2023	1QHT-4HD7-4KMJ		76023	80150	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-13.23	-13.23			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	12/15/2023	1G3W-6CP9-4NRC		76024	80151		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		-21.99					
							-21.99				
808	Amazon.com LLC	0000		EFT	12/15/2023	14XM-44CC-4MNH		76025	80152		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		-20.00					
							-20.00				
808	Amazon.com LLC	0000		EFT	12/15/2023	1XML-4KXD-6R6C		76026	80153		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		-60.00					
							-60.00				
808	Amazon.com LLC	0000		EFT	12/15/2023	1QXR-WWMR-4W4V		76027	80154		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		-15.99					
							-15.99				
808	Amazon.com LLC	0000		EFT	12/15/2023	14WT-7HP1-6FFY		76028	80155		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		-27.99					
							-27.99				
808	Amazon.com LLC	0000		EFT	12/15/2023	1JVF-XGG3-61GJ		76029	80156		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		-15.83					
							-15.83				
808	Amazon.com LLC	0000		EFT	12/15/2023	149L-WDWM-6616		76030	80157		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		-5.99					
							-5.99				
808	Amazon.com LLC	0000		EFT	12/15/2023	11GM-4MVG-6NDG		76031	80158		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		-138.89					
							-138.89				
808	Amazon.com LLC	0000		EFT	12/14/2023	1YJV-6NJD-6K69		76032	80159		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		-47.97					
							-47.97				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	12/05/2023	1QTY-3HQR-KPN1		76034	80168	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		120.91	120.91			
808	Amazon.com LLC	0000		EFT	12/02/2023	1YC9-FJRN-1HT1		76035	80169	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		74.95	74.95			
808	Amazon.com LLC	0000		EFT	12/17/2023	1KRC-WQ46-9HNT		76048	80183	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-11.11	-11.11			
808	Amazon.com LLC	0000		EFT	12/18/2023	1JKP-QFQ4-JT7J		76062	80199	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		608.02	608.02			
808	Amazon.com LLC	0000		EFT	12/09/2023	1XWD-X9KH-1GLY		76063	80200	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		84.95	84.95			
808	Amazon.com LLC	0000		EFT	12/17/2023	17VT-JJXY-CPJ3		76070	80207	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		175.62	175.62			
808	Amazon.com LLC	0000		EFT	12/15/2023	1QNL-3LDY-6DML		76097	80237	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		26.99	26.99			
808	Amazon.com LLC	0000		EFT	12/15/2023	1TCG-F34F-4N71		76100	80240	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP		225.15	225.15			
808	Amazon.com LLC	0000		EFT	12/16/2023	1NWQ-WFL6-1GY7		76130	80270	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		242.04	242.04			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC		0000		EFT	12/19/2023	1YF9-N9XC-NR1K		76136	80276	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP		462.26				
								462.26			
808	Amazon.com LLC		0000		EFT	12/17/2023	17VY-6VP1-DLKL		76140	80280	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP		215.61				
								215.61			
808	Amazon.com LLC		0000		EFT	12/16/2023	1VV6-6399-7K7C		76148	80289	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP		-8.99				
								-8.99			
808	Amazon.com LLC		0000		EFT	12/16/2023	1P4R-QVKP-3L9G		76152	80293	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP		-14.98				
								-14.98			
808	Amazon.com LLC		0000		EFT	12/17/2023	11D4-7D7G-9JWF		76154	80295	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP		-36.87				
								-36.87			
							CHECK TOTAL	11,814.65			
808	Amazon.com LLC		0000	22201233	EFT	12/12/2023	1FR6-GYVL-M1MN		75800	79867	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60604010 42200		SewEng	OPERSUP		4.62				
	2	62604010 42200		SWEng	OPERSUP		8.27				
								12.89			
							CHECK TOTAL	12.89			
808	Amazon.com LLC		0000	22201233	EFT	12/19/2023	14RH-6RT6-R4HR		76172	80314	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60604010 42200		SewEng	OPERSUP		43.79				
	2	62604010 42200		SWEng	OPERSUP		78.46				
								122.25			
							CHECK TOTAL	122.25			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000	22201233	EFT	12/20/2023	16R1-QKWM-WT3F		76173	80315		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60604010 42200		SewEng	OPERSUP		25.42					
	2 62604010 42200		SWEng	OPERSUP		45.55					
							70.97				
						CHECK TOTAL	70.97				
228	American Eagle Equipm	0000		EFT	06/25/2023	12287		75545	79583		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		1,299.44					
							1,299.44				
228	American Eagle Equipm	0000		EFT	04/27/2023	12126		75633	79693		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		325.00					
							325.00				
228	American Eagle Equipm	0000	22100945	EFT	03/24/2023	12038		75802	79869		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42200		GenFleet	OPERSUP		225.00					
							225.00				
						CHECK TOTAL	1,849.44				
2476	American Legal Publis	0000		EFT	11/15/2023	29201		75910	79980		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		85.00					
							85.00				
						CHECK TOTAL	85.00				
468	American Pump Repair	0000	22301163	EFT	11/25/2023	78850		76122	80262		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		10,435.00					
							10,435.00				
468	American Pump Repair	0000	22301164	EFT	11/24/2023	78846		76123	80263		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		10,847.00					
							10,847.00				
468	American Pump Repair	0000	22301178	EFT	11/12/2023	78822		76127	80267		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		9,073.00					

Report generated: 11/21/2023 11:08:02
 User: Carrie Clark (clarkc)
 Program ID: apwarnt

Page 12

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
							9,073.00				
						CHECK TOTAL	30,355.00				
199	AMK Services, LLC	0000		EFT	12/20/2023	16456		76120	80260		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP			1,320.00				
							1,320.00				
199	AMK Services, LLC	0000		EFT	12/20/2023	16457		76121	80261		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP			780.00				
							780.00				
						CHECK TOTAL	2,100.00				
4103	Aquatic Informatics I	0000	22300849	EFT	10/20/2023	106250		75897	79967		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60601012 43100		BSGSR	PROSERVICE			5,175.00				
							5,175.00				
						CHECK TOTAL	5,175.00				
438	Asphalt Materials, In	0000		EFT	11/17/2023	8013330002		75695	79757		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 42200		LRSPWSTR	OPERSUP			694.27				
							694.27				
438	Asphalt Materials, In	0000		EFT	11/25/2023	8013330794		75701	79764		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 42200		LRSPWSTR	OPERSUP			378.37				
							378.37				
						CHECK TOTAL	1,072.64				
763	Assn Of Public-Safety	0000		EFT	11/25/2023	1035596		76281	80428		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 43200		GenLogist	COMMTRANS			104.00				
							104.00				
						CHECK TOTAL	104.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1144	Barnes & Thornburg, L	0000	22300125	EFT	11/08/2023	3174375		75854	79922		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		6,218.65					
	2 60601011 43100		SewMayor	PROSERVICE		1,666.60					
	3 62601011 43100		SWMayor	PROSERVICE		447.75					
							8,333.00				
1144	Barnes & Thornburg, L	0000	22300125	EFT	11/22/2023	3164215		75857	79925		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		2,238.81					
	2 60601011 43100		SewMayor	PROSERVICE		600.00					
	3 62601011 43100		SWMayor	PROSERVICE		161.19					
							3,000.00				
1144	Barnes & Thornburg, L	0000	22300125	EFT	11/22/2023	3164218		75858	79926		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		2,238.81					
	2 60601011 43100		SewMayor	PROSERVICE		600.00					
	3 62601011 43100		SWMayor	PROSERVICE		161.19					
							3,000.00				
1144	Barnes & Thornburg, L	0000	22300125	EFT	07/21/2023	3125670		75980	80107		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		5,597.01					
	2 60601011 43100		SewMayor	PROSERVICE		1,500.00					
	3 62601011 43100		SWMayor	PROSERVICE		402.99					
							7,500.00				
1144	Barnes & Thornburg, L	0000		EFT	10/05/2023	3159067		75981	80108		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43101		GenMayorOf	LGLSVCS		8,333.00					
							8,333.00				
1144	Barnes & Thornburg, L	0000	22301195	EFT	11/20/2023	3176596		76239	80385		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		3,000.00					
							3,000.00				
1144	Barnes & Thornburg, L	0000	22301195	EFT	11/20/2023	3176595		76240	80386		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		3,000.00					
							3,000.00				
						CHECK TOTAL	36,166.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100			APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1144	Barnes & Thornburg, L	0000		EFT	08/20/2023	3125671		75985	80112	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 37804010 44920		SR37PRJENGCAPEXP			97.00				
							97.00			
						CHECK TOTAL	97.00			
584	BBC Pump & Equipment	0000	22300400	EFT	12/16/2023	30082988		76138	80278	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			4,132.00				
							4,132.00			
						CHECK TOTAL	4,132.00			
717	Beam, Longest and Nef	0000	22200599	EFT	10/08/2023	75121		75662	79722	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 37804010 44920		SR37PRJENGCAPEXP			7,549.50				
							7,549.50			
						CHECK TOTAL	7,549.50			
2460	Beaver Gravel Corpora	0000		EFT	10/08/2023	G1381029		75560	79598	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			210.00				
							210.00			
2460	Beaver Gravel Corpora	0000		EFT	10/08/2023	G1381048		75561	79599	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			160.00				
							160.00			
2460	Beaver Gravel Corpora	0000		EFT	11/01/2023	G1383211		75562	79600	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			210.00				
							210.00			
2460	Beaver Gravel Corpora	0000		EFT	11/01/2023	G1383229		75563	79601	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			160.00				
							160.00			
2460	Beaver Gravel Corpora	0000		EFT	11/02/2023	G1383298		75564	79602	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			160.00				
							160.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2460	Beaver Gravel Corpora	0000		EFT	11/02/2023	G1383315		75565	79603		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		420.00					
							420.00				
2460	Beaver Gravel Corpora	0000		EFT	11/09/2023	G1383953		75566	79604		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		630.00					
							630.00				
2460	Beaver Gravel Corpora	0000		EFT	11/05/2023	G1383674		75567	79605		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		160.00					
							160.00				
2460	Beaver Gravel Corpora	0000		EFT	10/05/2023	G1380608		75786	79852		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		210.00					
							210.00				
2460	Beaver Gravel Corpora	0000		EFT	10/01/2023	G1380512		75788	79854		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		160.00					
							160.00				
2460	Beaver Gravel Corpora	0000		EFT	10/26/2023	G1382737		75789	79855		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		210.00					
							210.00				
2460	Beaver Gravel Corpora	0000		EFT	10/25/2023	G1382621		75790	79856		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		210.00					
							210.00				
2460	Beaver Gravel Corpora	0000		EFT	10/25/2023	G1382575		75792	79858		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		320.00					
							320.00				
2460	Beaver Gravel Corpora	0000		EFT	10/13/2023	G 1381413		75793	79859		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		320.00					
							320.00				
						CHECK TOTAL	3,540.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2764	BEC Enterprises LLC	0000	22301145	EFT	12/02/2023	INV22881		75711	79775	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			3,361.00				
							3,361.00			
						CHECK TOTAL	3,361.00			
676	Bill Palmer Associate	0000		EFT	08/09/2023	14915		75843	79910	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 43100		GenFndCS PROSERVICE			143.25				
							143.25			
						CHECK TOTAL	143.25			
2465	Blue Grass Farms Inc	0000	22301127	EFT	11/30/2023	179402 and 179402-1		75538	79575	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			31,062.10				
							31,062.10			
						CHECK TOTAL	31,062.10			
725	Bose, McKinney & Evan	0000	22300751	EFT	12/05/2023	865234		75876	79945	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf PROSERVICE			1,292.00				
							1,292.00			
						CHECK TOTAL	1,292.00			
373	Bound Tree Medical, L	0000		EFT	12/06/2023	85145924		75678	79740	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS OPERSUP			1,550.78				
							1,550.78			
373	Bound Tree Medical, L	0000		EFT	12/03/2023	85144625		75749	79814	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS OPERSUP			269.98				
							269.98			
373	Bound Tree Medical, L	0000		EFT	12/07/2023	85147650		75751	79816	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS OPERSUP			1,834.33				
							1,834.33			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
373	Bound Tree Medical, L	0000		EFT	12/08/2023	85149284		75752	79817	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		347.96				
							347.96			
373	Bound Tree Medical, L	0000		EFT	12/09/2023	85150857		76098	80238	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,458.53				
							1,458.53			
373	Bound Tree Medical, L	0000		EFT	12/09/2023	85150858		76099	80239	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,062.71				
							1,062.71			
373	Bound Tree Medical, L	0000		EFT	12/14/2023	85155145		76101	80241	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		46.13				
							46.13			
373	Bound Tree Medical, L	0000		EFT	12/14/2023	85155146		76103	80243	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,965.95				
							1,965.95			
373	Bound Tree Medical, L	0000		EFT	12/15/2023	85156695		76104	80244	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		36.24				
							36.24			
373	Bound Tree Medical, L	0000		EFT	12/15/2023	85156696		76105	80245	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		98.99				
							98.99			
373	Bound Tree Medical, L	0000		EFT	12/15/2023	85156697		76107	80247	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,137.97				
							1,137.97			
373	Bound Tree Medical, L	0000		EFT	12/15/2023	85156698		76109	80249	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,971.91				
							1,971.91			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
373	Bound Tree Medical, L	0000		EFT	12/15/2023	85156699		76110	80250		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,762.36					
							1,762.36				
373	Bound Tree Medical, L	0000		EFT	12/15/2023	85156700		76111	80251		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,599.99					
							1,599.99				
373	Bound Tree Medical, L	0000		EFT	12/15/2023	85156701		76112	80252		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		24.98					
							24.98				
373	Bound Tree Medical, L	0000		EFT	12/16/2023	85158191		76113	80253		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		395.99					
							395.99				
373	Bound Tree Medical, L	0000		EFT	12/16/2023	85158193		76114	80254		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,929.25					
							1,929.25				
373	Bound Tree Medical, L	0000		EFT	12/16/2023	85158194		76115	80255		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,285.15					
							1,285.15				
						CHECK TOTAL	18,779.20				
3290	Brandon Katz	0000		INV	12/12/2023	111523		76089	80229		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43200		GenIT	COMMTRANS		56.36					
							56.36				
						CHECK TOTAL	56.36				
4306	Brendan Hartnett	0000		EFT	12/17/2023	100		76064	80201		
	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: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
747	BRI Inc	0000	22301188	EFT	12/13/2023	76543		76260	80407		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		3,594.40					
							3,594.40				
						CHECK TOTAL	3,594.40				
567	Buckeye Power Sales C	0000	22300651	EFT	12/15/2023	PSV349482		75919	79989		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		190.00					
							190.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/15/2023	PSV349485		75920	79990		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		170.00					
							170.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/15/2023	PSV349486		75921	79991		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		210.00					
							210.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/15/2023	PSV349535		75923	79993		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		450.00					
							450.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/15/2023	PSV349536		75925	79995		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		150.00					
							150.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/16/2023	PSV349600		75927	79997		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		670.00					
							670.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/16/2023	PSV349601		75929	79999		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		170.00					
							170.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/16/2023	PSV349603		75931	80001		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		170.00					
							170.00				

Report generated: 11/21/2023 11:08:02
 User: Carrie Clark (clarkc)
 Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
567	Buckeye Power Sales C	0000	22300651	EFT	12/16/2023	PSV349604		75933	80003		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			200.00					
							200.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/17/2023	PSV349806		76073	80211		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			250.00					
							250.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/17/2023	PSV349807		76075	80215		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			330.00					
							330.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/17/2023	PSV349810		76076	80216		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			200.00					
							200.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/17/2023	PSV349813		76078	80218		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			190.00					
							190.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/17/2023	PSV349814		76079	80219		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			250.00					
							250.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/17/2023	PSV349815		76080	80220		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/20/2023	PSV349914		76091	80231		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			200.00					
							200.00				
567	Buckeye Power Sales C	0000	22300651	EFT	12/20/2023	PSV349915		76093	80233		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			250.00					
							250.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
567	Buckeye Power Sales C	0000	22300651	EFT	12/20/2023	PSV349917		76094	80234	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			190.00				
							190.00			
567	Buckeye Power Sales C	0000	22300651	EFT	12/20/2023	PSV349918		76095	80235	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			270.00				
							270.00			
567	Buckeye Power Sales C	0000	22300651	EFT	12/20/2023	PSV349919		76106	80246	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
							170.00			
						CHECK TOTAL	4,850.00			
3354	Burgess & Niple Inc	0000	22301133	EFT	11/25/2023	1108077		75603	79661	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 37804010 44920		SR37PRJENGCAPEXP			23,679.00				
							23,679.00			
						CHECK TOTAL	23,679.00			
737	Butler, Fairman & Seu	0000	22301065	EFT	12/15/2023	102172		76174	80316	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 43100		MVHEng	PROSERVICE		790.84				
	2 60604010 43100		SewEng	PROSERVICE		790.83				
	3 62604010 43100		SWEng	PROSERVICE		790.83				
							2,372.50			
						CHECK TOTAL	2,372.50			
2441	BW Construction LLC	0000		EFT	11/30/2023	2023078		75966	80093	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 44391011 43100		ECNDEVMY	PROSERVICE		18,518.00				
							18,518.00			
						CHECK TOTAL	18,518.00			
2424	CallTower Inc	0000		EFT	12/16/2023	201691403		75430	79407	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		797.79				
							797.79			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	797.79			
3686	Carmel Glass & Mirror	0000		EFT	12/07/2023	1123-08		75535	79572	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				259.62			
						CHECK TOTAL	259.62			
703	CDW Government, Inc.	0000	22300866	EFT	11/25/2023	MS69351		75431	79409	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT OPERSUP				1,538.86			
						CHECK TOTAL	1,538.86			
703	CDW Government, Inc.	0000	22300866	EFT	12/16/2023	ND37695		76058	80195	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT OPERSUP				614.05			
						CHECK TOTAL	614.05			
						CHECK TOTAL	2,152.91			
691	Christopher B Burke E	0000	22300952	EFT	12/02/2023	31611		75648	79708	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTENGPROSERVICE				3,795.00			
						CHECK TOTAL	3,795.00			
691	Christopher B Burke E	0000	22300952	EFT	12/02/2023	31612		75650	79710	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTENGPROSERVICE				6,785.00			
						CHECK TOTAL	6,785.00			
						CHECK TOTAL	6,785.00			
691	Christopher B Burke E	0000	22300952	EFT	12/02/2023	31613		75651	79711	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTENGPROSERVICE				4,757.50			
						CHECK TOTAL	4,757.50			
						CHECK TOTAL	4,757.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
691	Christopher B Burke E	0000	22300952	EFT	12/02/2023	31614		75653	79713		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60854010 43100		SWRCPTENG	PROSERVICE		3,630.00					
							3,630.00				
						CHECK TOTAL	3,630.00				
691	Christopher B Burke E	0000		EFT	12/02/2023	31615		75654	79714		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60854010 43100		SWRCPTENG	PROSERVICE		767.50					
							767.50				
						CHECK TOTAL	767.50				
828	Church, Church, Hittl	0000	22300361	EFT	12/15/2023	282500		75851	79919		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27021011 43100		DEFMAYOR	PROSERVICE		2,975.00					
							2,975.00				
828	Church, Church, Hittl	0000	22300361	EFT	12/13/2023	282501		75853	79921		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27021011 43100		DEFMAYOR	PROSERVICE		2,975.00					
							2,975.00				
						CHECK TOTAL	5,950.00				
714	Cintas Corporation No	0000		EFT	11/10/2023	4171891389		75134	79085		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		132.67					
							132.67				
714	Cintas Corporation No	0000		EFT	11/29/2023	5181931990		75228	79189		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		271.10					
							271.10				
714	Cintas Corporation No	0000		EFT	12/10/2023	4173326000		75541	79578		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		53.82					
							53.82				
714	Cintas Corporation No	0000		EFT	12/10/2023	4173326029		75572	79610		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		132.67					
							132.67				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	11/24/2023	4171891578		75718	79782	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		119.85	119.85			
714	Cintas Corporation No	0000		EFT	11/24/2023	4171891644		75720	79784	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.44	55.44			
714	Cintas Corporation No	0000		EFT	11/24/2023	4171891674		75721	79786	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		99.32	99.32			
714	Cintas Corporation No	0000		EFT	11/24/2023	4171891704		75723	79787	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		41.48	41.48			
714	Cintas Corporation No	0000		EFT	11/25/2023	5181442228		75724	79788	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		194.65	194.65			
714	Cintas Corporation No	0000		EFT	11/26/2023	4172188131		75727	79791	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		199.50	199.50			
714	Cintas Corporation No	0000		EFT	12/07/2023	1904407676		75728	79792	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		132.94	132.94			
714	Cintas Corporation No	0000		EFT	11/26/2023	4172187889		75729	79793	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		88.49	88.49			
714	Cintas Corporation No	0000		EFT	12/01/2023	4172598079		75730	79794	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		50.46	50.46			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	12/01/2023	4172600591		75731	79795	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		99.32				
							99.32			
714	Cintas Corporation No	0000		EFT	12/01/2023	4172600600		75732	79796	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		41.48				
							41.48			
714	Cintas Corporation No	0000		EFT	12/01/2023	4172600607		75733	79797	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		119.85				
							119.85			
714	Cintas Corporation No	0000		EFT	12/01/2023	4172600617		75735	79799	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.44				
							55.44			
714	Cintas Corporation No	0000		EFT	12/03/2023	4172893875		75738	79802	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		88.49				
							88.49			
714	Cintas Corporation No	0000		EFT	12/03/2023	4172894015		75742	79806	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		197.68				
							197.68			
714	Cintas Corporation No	0000		EFT	12/06/2023	4173004544		75744	79808	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		35.96				
							35.96			
714	Cintas Corporation No	0000		EFT	12/13/2023	5184047334		75837	79905	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		130.12				
							130.12			
714	Cintas Corporation No	0000		EFT	12/10/2023	4173616854		75839	79907	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		80.23				
							80.23			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	12/13/2023	5183809101		75882	79952		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		100.00					
							100.00				
714	Cintas Corporation No	0000		EFT	12/16/2023	4174253880		75988	80115		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		80.23					
							80.23				
714	Cintas Corporation No	0000		EFT	12/10/2023	4174668214		76071	80208		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		53.82					
							53.82				
						CHECK TOTAL	2,655.01				
892	City of Westfield	0000	22301135	EFT	12/06/2023	APP110259		75619	79679		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 43100		GenSafeTr	PROSERVICE		9,385.00					
							9,385.00				
						CHECK TOTAL	9,385.00				
2791	Co-Alliance Cooperati	0000	22301123	EFT	12/25/2023	566013580		75532	79567		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		2,146.30					
							2,146.30				
2791	Co-Alliance Cooperati	0000	22301156	EFT	12/25/2023	566013882		75899	79969		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		2,674.82					
							2,674.82				
2791	Co-Alliance Cooperati	0000	22301160	EFT	12/25/2023	506009266		76052	80161		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42221		GenFleet	FUEL		19,062.90					
	2 20106010 42221		MVHFleet	FUEL		1,530.42					
	3 60606010 42221		SewFleet	FUEL		740.78					
	4 62606010 42221		SWFleet	FUEL		337.66					
							21,671.76				
2791	Co-Alliance Cooperati	0000		EFT	12/25/2023	566014164		76156	80297		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606010 42221		SewFleet	FUEL		807.56					

Report generated: 11/21/2023 11:08:02
 User: Carrie Clark (clarkc)
 Program ID: apwarrnt

Page 27

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							807.56			
						CHECK TOTAL	27,300.44			
2485	Crown Castle Internat	0000	22300925	EFT	11/30/2023	1458236		75434	79413	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			5,576.42			
	2 60606050 43100		SewIT	PROSERVICE			1,045.58			
	3 62606050 43100		SWIT	PROSERVICE			348.52			
						CHECK TOTAL	6,970.52			
							6,970.52			
2645	CureMD.com, Inc	0000		EFT	11/30/2023	500143688		75864	79933	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE			984.00			
						CHECK TOTAL	984.00			
							984.00			
2435	CVK LLC	0000		EFT	11/14/2023	2023 CAM Recon		75146	79097	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43700		FishersI69	RENTALS			12,382.65			
							12,382.65			
2435	CVK LLC	0000		EFT	12/01/2023	12/23 Rent		75689	79751	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43700		FishersI69	RENTALS			35,675.81			
						CHECK TOTAL	35,675.81			
							48,058.46			
3296	DC Royal Corporation	0000		EFT	12/10/2023	2023912023931-BUS24		75889	79959	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE			33.00			
						CHECK TOTAL	33.00			
							33.00			
785	Dell Marketing LP	0000		EFT	12/29/2023	10710950490		76065	80202	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			1,842.58			
						CHECK TOTAL	1,842.58			
							1,842.58			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2038	Do-Si Squares Square	0000		EFT	07/20/2023	07/23S		75773	79838	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27807010 43100	CPP	PROSERVICE			215.60	215.60			
2038	Do-Si Squares Square	0000		EFT	09/29/2023	09/23S		75774	79839	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27807010 43100	CPP	PROSERVICE			88.20	88.20			
2038	Do-Si Squares Square	0000		EFT	09/29/2023	08/23R		75776	79841	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27807010 43100	CPP	PROSERVICE			156.80	156.80			
2038	Do-Si Squares Square	0000		EFT	11/01/2023	23-Oct		75777	79842	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27807010 43100	CPP	PROSERVICE			88.20	88.20			
2038	Do-Si Squares Square	0000		EFT	08/09/2023	06/23R		75875	79943	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27807010 43100	CPP	PROSERVICE			196.00	196.00			
						CHECK TOTAL	744.80			
1707	Jonathan Dossey	0000		INV	11/27/2023	F23-164		75656	79716	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43200	GenInvstgt	COMMTRANS			225.00	225.00			
						CHECK TOTAL	225.00			
3720	DOXIM UTILITEC LLC	0000		EFT	11/30/2023	INV021897		75575	79613	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100	GenPR	PROSERVICE			1,943.16				
	2 60601013 43100	SewContr	PROSERVICE			7,664.58	9,607.74			
3720	DOXIM UTILITEC LLC	0000		EFT	11/14/2023	1023P		75578	79616	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60601013 43100	SewContr	PROSERVICE			26,627.15	26,627.15			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	36,234.89			
802	Earth Networks Inc	0000		EFT	07/23/2023	INV28389		75867	79936	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		1,737.00				
							1,737.00			
						CHECK TOTAL	1,737.00			
4269	Edward Fitzgerald	0000	22301162	EFT	11/02/2023	1013		76038	80173	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		2,000.00				
							2,000.00			
						CHECK TOTAL	2,000.00			
1186	Elwood Fire Equipment	0000		EFT	11/25/2023	72785		75579	79617	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSprtr	PROSERVICE		63.00				
							63.00			
						CHECK TOTAL	63.00			
2288	Escape Velocity Holdi	0000	22301092	EFT	12/30/2023	INV1652400		75436	79414	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		64,292.02				
							64,292.02			
						CHECK TOTAL	64,292.02			
2040	Evapar	0000	22300957	EFT	09/15/2023	IN0590505		75531	79565	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		2,970.54				
							2,970.54			
						CHECK TOTAL	2,970.54			
514	EWT Holdings III Corp	0000	22300656	EFT	09/30/2023	906062171		75700	79762	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		15,902.70				
							15,902.70			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
514	EWT Holdings III Corp	0000		EFT	12/07/2023	906178695		75703	79766		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			-15,902.70					
							-15,902.70				
514	EWT Holdings III Corp	0000	22300656	EFT	12/17/2023	906191733		76083	80223		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			15,681.50					
							15,681.50				
514	EWT Holdings III Corp	0000	22300656	EFT	12/17/2023	906191741		76084	80224		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			15,369.45					
							15,369.45				
						CHECK TOTAL	31,050.95				
4097	Extreme Outdoor Solut	0000		EFT	12/16/2023	8019		76096	80236		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103011 43100		GenPI	PROSERVICE		75.00					
							75.00				
						CHECK TOTAL	75.00				
1191	Fishers Rotary Club	0000		EFT	09/23/2023	4020568		75684	79746		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27807010 43909		CPP	Other		1,000.00					
							1,000.00				
						CHECK TOTAL	1,000.00				
2921	Flock Group Inc	0000		EFT	07/15/2023	INV-17002		75616	79676		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 42200		GenInvstgt	OPERSUP		500.00					
							500.00				
						CHECK TOTAL	500.00				
1193	Fluid Waste Services,	0000	22301144	EFT	12/01/2023	61259		75712	79776		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			3,175.00					
							3,175.00				
						CHECK TOTAL	3,175.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1269	David Flynn			0000		INV	12/03/2023	F23-245		75658	79718	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10108015	43200		GenPDSpprt	COMMTTRANS			178.00			
									178.00			
								CHECK TOTAL	178.00			
239	Frank Giesecking			0000		EFT	12/23/2023	0087238-IN		76033	80167	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	42200		GenPWParks	OPERSUP			198.00			
									198.00			
239	Frank Giesecking			0000		EFT	12/24/2023	0087252-IN		76036	80170	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	42200		GenPWParks	OPERSUP			198.00			
									198.00			
								CHECK TOTAL	396.00			
1196	Frey Water Conditioni			0000		EFT	11/03/2023	102929244		75595	79654	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	42200		GenPWParks	OPERSUP			129.85			
									129.85			
1196	Frey Water Conditioni			0000		EFT	11/03/2023	102928203		75596	79655	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	42200		GenPWParks	OPERSUP			233.72			
									233.72			
1196	Frey Water Conditioni			0000		EFT	11/04/2023	102929099		75597	79656	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	42200		GenPWParks	OPERSUP			33.97			
									33.97			
1196	Frey Water Conditioni			0000		EFT	11/03/2023	102931912		75598	79657	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	42200		GenPWParks	OPERSUP			41.96			
									41.96			
1196	Frey Water Conditioni			0000		EFT	11/03/2023	103011272		75599	79658	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	42200		GenPWParks	OPERSUP			33.40			
									33.40			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1196	Frey Water Conditioni		0000		EFT	11/03/2023	103017805		75601	79660	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 42200			GenPWParks	OPERSUP			25.05			
								25.05			
1196	Frey Water Conditioni		0000		EFT	12/15/2023	103534176		75934	80004	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10107010 42200			GenParks	OPERSUP			83.50			
								83.50			
1196	Frey Water Conditioni		0000		EFT	11/15/2023	103554801		75979	80106	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101016 42200			GenPR	OPERSUP			16.70			
								16.70			
1196	Frey Water Conditioni		0000		EFT	11/15/2023	103554636		76074	80214	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 21205058 43100			CHD	PROSERVICE			27.40			
								27.40			
							CHECK TOTAL	625.55			
1322	Ed Gebhart		0000		INV	12/10/2023	F23-251		76046	80181	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108015 43200			GenPDSpprt	COMMTRANS			212.94			
								212.94			
							CHECK TOTAL	212.94			
1284	Government Finance Of		0000		EFT	12/09/2023	0225046		75797	79863	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101013 43200			GenContr	COMMTRANS			150.00			
								150.00			
1284	Government Finance Of		0000		EFT	12/06/2023	0280847		75798	79864	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101013 43200			GenContr	COMMTRANS			150.00			
								150.00			
							CHECK TOTAL	300.00			
4296	Habitat For Humanity		0000	22301154	EFT	06/02/2023	10856		75888	79951	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101017 43100			GenFndCS	PROSERVICE			10,000.00			
								10,000.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	10,000.00			
1446	Hamilton County Treas	0000		INV	12/01/2023	Oct23Deferral		75647	79707	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27021011 43100		DEFMAYOR	PROSERVICE		810.00				
							810.00			
						CHECK TOTAL	810.00			
1796	Hannum, Wagle & Cline	0000	22201150	EFT	11/30/2023	2020-218-A-0000008		75573	79611	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		8,019.86				
	2 62609014 43100		SWPWWater	PROSERVICE		6,726.14				
							14,746.00			
						CHECK TOTAL	14,746.00			
2053	Rodney V Hartley	0000		EFT	12/09/2023	2980		75683	79745	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		175.00				
							175.00			
						CHECK TOTAL	175.00			
3361	Heritage Landscape Su	0000		EFT	12/29/2023	0013455299-001		76055	80164	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		1,269.60				
							1,269.60			
						CHECK TOTAL	1,269.60			
1412	Hoosier Fire Equipmen	0000		EFT	11/27/2023	117834		76066	80203	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		144.20				
							144.20			
1412	Hoosier Fire Equipmen	0000	22301196	EFT	11/30/2023	117882		76285	80433	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		6,060.00				
							6,060.00			
						CHECK TOTAL	6,204.20			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100			APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3979	Hoosier Glow Co LLC	0000		EFT	12/15/2023	150750-000195		75986	80113	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		800.00				
							800.00			
						CHECK TOTAL	800.00			
708	Hoosier Portable Rest	0000		EFT	11/30/2023	67955		76053	80162	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		480.00				
							480.00			
						CHECK TOTAL	480.00			
2904	Hosia D Smith Sr	0000		EFT	12/11/2023	21950		75860	79929	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,360.00				
							1,360.00			
						CHECK TOTAL	1,360.00			
425	Hydro Conduit Corpora	0000		EFT	11/10/2023	28052294		75784	79850	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		790.00				
							790.00			
						CHECK TOTAL	790.00			
2770	Incentive Services In	0000	22200857	EFT	11/30/2023	00114742		76045	80180	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		341.33				
	2 10101017 42200		GenFndCS	OPERSUP		171.87				
							513.20			
						CHECK TOTAL	513.20			
1770	Indiana Filter Supply	0000		EFT	11/17/2023	INV20329		75362	79336	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		576.52				
							576.52			
						CHECK TOTAL	576.52			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1543	Indiana Oxygen Compan	0000		EFT	11/30/2023	10270356		75679	79741	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		184.76	184.76			
1543	Indiana Oxygen Compan	0000		EFT	11/30/2023	10270324		75746	79811	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			45.88	45.88			
1543	Indiana Oxygen Compan	0000		EFT	10/30/2023	10247749		75840	79908	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		85.80	85.80			
1543	Indiana Oxygen Compan	0000		EFT	11/30/2023	10268405		75844	79912	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		88.66	88.66			
						CHECK TOTAL	405.10			
793	Indiana Underground P	0000	22301138	EFT	12/06/2023	110528		75740	79804	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62603011 43100		SWPI	PROSERVICE		2,502.30	2,502.30			
						CHECK TOTAL	2,502.30			
2104	Innovative Edit Inc	0000	22301129	EFT	10/20/2023	2023327		75673	79734	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		12,000.00	12,000.00			
2104	Innovative Edit Inc	0000	22301130	EFT	11/17/2023	2023368		75674	79736	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		12,000.00	12,000.00			
						CHECK TOTAL	24,000.00			
733	Innovative Integratio	0000	22301066	EFT	11/15/2023	41904		75446	79429	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,242.00	3,242.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
733	Innovative Integratio	0000	22300987	EFT	11/22/2023	41960		75447	79431	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		4,622.40				
	2 60606050 43100		SewIT	PROSERVICE		1,540.80				
	3 62606050 43100		SWIT	PROSERVICE		1,540.80				
							7,704.00			
733	Innovative Integratio	0000	22301034	EFT	11/23/2023	41981		75448	79432	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		15,868.80				
	2 60606050 43100		SewIT	PROSERVICE		5,289.60				
	3 62606050 43100		SWIT	PROSERVICE		5,289.60				
							26,448.00			
733	Innovative Integratio	0000		EFT	12/01/2023	42097		75877	79946	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		175.00				
							175.00			
						CHECK TOTAL	37,569.00			
32	Jack Doheny Companies	0000		EFT	12/16/2023	211404		75328	79299	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			70.00				
							70.00			
						CHECK TOTAL	70.00			
3953	James P Hallett	0000		EFT	12/01/2023	12/23 Ambassador		75688	79749	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 44391011 43100		ECNDEV MY PROSERVICE			7,500.00				
							7,500.00			
						CHECK TOTAL	7,500.00			
2954	James Sarkine	0000		EFT	12/07/2023	20106873		75505	79520	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,475.00				
							1,475.00			
						CHECK TOTAL	1,475.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2417	Javelina Construction			0000	22301052	EFT	11/13/2023	2023-10179		76051	80160	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20209011	43100		LRSPWSTRTPROSERVICE			3,800.00				
									3,800.00			
								CHECK TOTAL	3,800.00			
3256	Jeffery Meyer			0000		EFT	10/25/2023	040733		75568	79606	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60603011	42200		SewPI	OPERSUP		114.06				
									114.06			
3256	Jeffery Meyer			0000		EFT	11/17/2023	040915		75569	79607	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60603011	42200		SewPI	OPERSUP		121.06				
									121.06			
3256	Jeffery Meyer			0000		EFT	11/27/2023	040993		75574	79612	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60603011	42200		SewPI	OPERSUP		166.12				
									166.12			
3256	Jeffery Meyer			0000		EFT	12/02/2023	041022		75576	79614	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60603011	42200		SewPI	OPERSUP		87.60				
									87.60			
3256	Jeffery Meyer			0000	22301131	EFT	12/06/2023	1162023		75581	79619	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	42200		GenFleet	OPERSUP		24,326.47				
	2	10106010	43100		GenFleet	PROSERVICE		5,943.56				
	3	20106010	42200		MVHFleet	OPERSUP		8,327.81				
	4	20106010	43100		MVHFleet	PROSERVICE		1,725.37				
	5	60606010	42200		SewFleet	OPERSUP		1,766.12				
	6	62606010	42200		SWFleet	OPERSUP		355.72				
	7	62606010	43100		SWFleet	PROSERVICE		1,018.02				
									43,463.07			
3256	Jeffery Meyer			0000		EFT	12/07/2023	041059		76119	80257	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105015	42200		GenSafeTr	OPERSUP		42.98				
									42.98			
								CHECK TOTAL	43,994.89			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4290	John T D'Amico	0000	22301081	EFT	11/20/2023	CF102623		76050	80186		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10100000 43100		GenFund	PROSERVICE		6,600.00					
							6,600.00				
						CHECK TOTAL	6,600.00				
4111	Kelly Richardson	0000		INV	12/05/2023	102423		75514	79529		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27055058 43200		GRTSHD	COMMTTRANS		15.72					
							15.72				
						CHECK TOTAL	15.72				
4297	Kinetic Recreation De	0000	22301184	EFT	12/31/2023	5960		76082	80222		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10100000 43100		GenFund	PROSERVICE		6,342.75					
							6,342.75				
						CHECK TOTAL	6,342.75				
150	Kirby Risk Corporatio	0000		EFT	10/31/2023	S112673593.007		75666	79726		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		140.70					
							140.70				
150	Kirby Risk Corporatio	0000		EFT	10/31/2023	S112686594.001		75667	79727		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		52.78					
							52.78				
150	Kirby Risk Corporatio	0000		EFT	10/31/2023	S112686594.002		75668	79729		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		538.78					
							538.78				
150	Kirby Risk Corporatio	0000		EFT	10/31/2023	S112686594.003		75669	79730		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		475.27					
							475.27				
150	Kirby Risk Corporatio	0000		EFT	10/31/2023	S210002647.001		75670	79731		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		356.20					
							356.20				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
150	Kirby Risk Corporatio	0000		EFT	10/31/2023	S210003990.001		75671	79732		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			578.62	578.62				
150	Kirby Risk Corporatio	0000		EFT	10/31/2023	S200007410.002		75672	79733		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			80.79	80.79				
150	Kirby Risk Corporatio	0000	22301143	EFT	12/31/2023	S210039673.001		75710	79774		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			2,261.22	2,261.22				
150	Kirby Risk Corporatio	0000		EFT	10/31/2023	S210003321.001		75825	79893		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuid OPERSUP			39.54	39.54				
150	Kirby Risk Corporatio	0000		EFT	10/31/2023	S210003321.002		75826	79894		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuid OPERSUP			61.16	61.16				
150	Kirby Risk Corporatio	0000		EFT	11/30/2023	S210008747.001		75827	79895		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuid OPERSUP			1,177.95	1,177.95				
150	Kirby Risk Corporatio	0000		EFT	10/31/2023	S210016515.001		75828	79896		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuid OPERSUP			12.51	12.51				
150	Kirby Risk Corporatio	0000		EFT	11/30/2023	S210037988.002		75831	79899		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuid OPERSUP			130.75	130.75				
150	Kirby Risk Corporatio	0000		EFT	11/30/2023	S210039830.002		75832	79900		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuid OPERSUP			18.43	18.43				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
150	Kirby Risk Corporatio	0000		EFT	11/30/2023	S210053483.002		75833	79901	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		27.98				
						CHECK TOTAL	27.98			
							5,952.68			
117	Kleen-It Group, Inc	0000		EFT	09/15/2023	84285		75371	79345	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,764.00				
							1,764.00			
117	Kleen-It Group, Inc	0000		EFT	11/04/2023	84464		75373	79348	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		600.00				
							600.00			
117	Kleen-It Group, Inc	0000		EFT	11/23/2023	84602		76179	80321	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		441.00				
							441.00			
117	Kleen-It Group, Inc	0000	22301190	EFT	10/17/2023	84428		76186	80328	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		3,087.00				
							3,087.00			
						CHECK TOTAL	5,892.00			
152	Krieg Devault LLP	0000		EFT	12/13/2023	551251		75892	79961	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43101		GenMayorOf	LGLSVCS		1,157.78				
							1,157.78			
						CHECK TOTAL	1,157.78			
3966	Laboratory Corporatio	0000		EFT	11/28/2023	78083294		75725	79789	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 43100		GRTSHD	PROSERVICE		675.00				
							675.00			
						CHECK TOTAL	675.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4304	Landscape Specialties			0000		INV	11/18/2023	20727		75936	80006	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	42200		GenPWParks	OPERSUP			750.00			
									750.00			
								CHECK TOTAL	750.00			
221	Language Line Service			0000		EFT	11/30/2023	11139078		75649	79709	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	21205058	43100		CHD	PROSERVICE			9.72			
									9.72			
								CHECK TOTAL	9.72			
1611	Tyler LaShawn			0000		INV	11/27/2023	F23-164		75657	79717	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10108013	43200		GenInvstgt	COMMTRANS			225.00			
									225.00			
								CHECK TOTAL	225.00			
218	Lifeline Data Centers			0000	22300660	EFT	12/01/2023	34345		75878	79947	
	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			
3512	List Biotherapeutics			0000		EFT	12/08/2023	9		75696	79758	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	47140000	44920		FishersI69	CAPEXP			27,219.81			
									27,219.81			
								CHECK TOTAL	27,219.81			
498	Logan Street Signs &			0000		EFT	12/07/2023	66423		75585	79635	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10108015	42200		GenPDSpprt	OPERSUP			325.00			
									325.00			
								CHECK TOTAL	325.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
289	Macallister Machinery			0000	22300836	EFT	11/24/2023	S7618074		75631	79691	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20106010	43100		MVHFleet	PROSERVICE			21,664.15			
									21,664.15			
289	Macallister Machinery			0000		EFT	12/16/2023	R64553511201		75916	79986	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWater	PROSERVICE			1,719.00			
									1,719.00			
								CHECK TOTAL	23,383.15			
2457	MacQueen Equipment LL			0000	22300918	EFT	12/17/2023	W03043		76077	80217	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE			4,905.00			
									4,905.00			
2457	MacQueen Equipment LL			0000		EFT	12/20/2023	P22367		76237	80383	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105015	42200		GenSafeTr	OPERSUP			428.61			
									428.61			
								CHECK TOTAL	5,333.61			
2105	Marissa Deckert			0000		INV	08/10/2023	MDeckert 07112023		75101	79051	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10107010	43200		GenParks	COMMTRANS			207.00			
									207.00			
								CHECK TOTAL	207.00			
399	Mark A Litwiler			0000		EFT	11/01/2023	32125		75394	79371	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			1,197.00			
									1,197.00			
399	Mark A Litwiler			0000		EFT	11/29/2023	32276		75906	79976	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			150.00			
									150.00			
								CHECK TOTAL	1,347.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4212	Matt Clark	0000		EFT	11/16/2023	23-174-01		75791	79857		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 43100		GenPZ	PROSERVICE		750.00					
							750.00				
						CHECK TOTAL	750.00				
3714	Mayes Trailer Sales I	0000	22300307	EFT	10/18/2023	AutoInv34515		75184	79138		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 44500		LRSPWSTRTMACHEQPT			39,080.00					
							39,080.00				
						CHECK TOTAL	39,080.00				
2236	McKesson Medical-Surg	0000		EFT	12/02/2023	60885217		75435	79415		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD	OPERSUP		957.87					
							957.87				
						CHECK TOTAL	957.87				
643	MCL Window Coverings,	0000	22301165	EFT	12/17/2023	21596		76067	80205		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 43100		GenLogist	PROSERVICE		150.00					
							150.00				
643	MCL Window Coverings,	0000	22301165	EFT	12/17/2023	21597		76069	80206		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		1,081.00					
							1,081.00				
						CHECK TOTAL	1,231.00				
232	McMaster-Carr Supply	0000		EFT	09/30/2023	13617913		75675	79737		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		542.33					
							542.33				
232	McMaster-Carr Supply	0000		EFT	10/06/2023	13838388		75676	79738		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		14.71					
							14.71				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
232	McMaster-Carr Supply	0000		EFT	10/29/2023	15147705		75680	79742		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		543.63					
							543.63				
						CHECK TOTAL	1,100.67				
542	Melissa Kaye Brennema	0000	22300250	EFT	12/08/2023	1294		75884	79954		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		2,728.51					
	2 60606050 43100		SewIT	PROSERVICE		1,136.87					
	3 62606050 43100		SWIT	PROSERVICE		682.12					
							4,547.50				
						CHECK TOTAL	4,547.50				
266	Menard Inc	0000		EFT	11/22/2023	70662		75702	79765		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		17.97					
							17.97				
266	Menard Inc	0000		EFT	11/24/2023	70766		75706	79769		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		306.85					
							306.85				
266	Menard Inc	0000		EFT	11/25/2023	70833		75707	79770		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		31.95					
							31.95				
266	Menard Inc	0000		EFT	12/03/2023	71352		75885	79955		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		55.29					
							55.29				
266	Menard Inc	0000		EFT	12/03/2023	71366		75886	79957		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		7.58					
							7.58				
266	Menard Inc	0000		EFT	12/16/2023	72049		75983	80110		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		10.18					
							10.18				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	12/06/2023	71484		76143	80283		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		32.98					
							32.98				
266	Menard Inc	0000		EFT	12/03/2023	71319		76289	80439		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		108.42					
							108.42				
						CHECK TOTAL	571.22				
1961	Mid-America Sound Cor	0000		EFT	11/17/2023	MCO208366		75836	79904		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		525.00					
							525.00				
						CHECK TOTAL	525.00				
233	Mid-State Truck Equip	0000	22301079	EFT	12/03/2023	125784		75809	79877		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42200		MVHFleet	OPERSUP		10,525.45					
							10,525.45				
						CHECK TOTAL	10,525.45				
3288	Midwest Fiber Holding	0000	22201315	EFT	11/30/2023	E-2311012091970		75444	79425		
	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				
2626	Mountain Glacier LLC	0000		EFT	12/03/2023	0101582040		75398	79375		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		97.51					
							97.51				
2626	Mountain Glacier LLC	0000		EFT	12/05/2023	0101582615		75652	79712		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 43100		GenContr	PROSERVICE		145.38					
							145.38				
						CHECK TOTAL	242.89				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4117	ms consultants inc	0000	22300995	EFT	12/10/2023	60-56041-00-1		75787	79853	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		2,328.17				
							2,328.17			
						CHECK TOTAL	2,328.17			
2406	Mulhaupt's Inc	0000	22300806	EFT	10/30/2023	771141		75534	79571	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 40209012 44400		CCDBLDGMTIMPROTHBUI			19,986.00				
							19,986.00			
						CHECK TOTAL	19,986.00			
845	Multi Service Technol	0000		EFT	12/09/2023	579-1-50698		75842	79911	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42200		MVHFleet	OPERSUP		200.00				
							200.00			
845	Multi Service Technol	0000		EFT	12/10/2023	579-1-51112		75894	79964	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		179.99				
							179.99			
						CHECK TOTAL	379.99			
4298	Naptown Franchising L	0000		EFT	12/06/2023	332		75895	79965	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		875.00				
							875.00			
						CHECK TOTAL	875.00			
891	Naval Surface Warfare	0000	22301146	EFT	11/17/2023	N00164LE0376-23		75823	79892	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE		3,000.00				
							3,000.00			
						CHECK TOTAL	3,000.00			
2716	Nelson & Co LLC	0000		EFT	11/29/2023	SI156175		75130	79081	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 23308011 42200		CONTEPDADPERSUP			449.05				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2716	Nelson & Co LLC	0000		EFT	12/07/2023	SI156474	449.05	75539	79576	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			160.77			
2716	Nelson & Co LLC	0000		EFT	12/07/2023	SI156481	160.77	75540	79577	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			2.20			
2716	Nelson & Co LLC	0000	22301128	EFT	08/23/2023	SI135078	2.20	75558	79596	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 23308011 42200		CONTEDPDADPERSUP				3,954.37			
2716	Nelson & Co LLC	0000		EFT	09/29/2023	SI154400	3,954.37	75634	79694	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 23308011 42200		CONTEDPDADPERSUP				209.20			
2716	Nelson & Co LLC	0000		EFT	09/30/2023	SI154479	209.20	75635	79695	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 23308011 42200		CONTEDPDADPERSUP				168.60			
2716	Nelson & Co LLC	0000		EFT	07/14/2023	SI152388	168.60	75637	79697	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 23308011 42200		CONTEDPDADPERSUP				7.20			
2716	Nelson & Co LLC	0000		EFT	12/07/2023	SI156473	7.20	75638	79698	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 23308011 42200		CONTEDPDADPERSUP				187.00			
2716	Nelson & Co LLC	0000		EFT	12/08/2023	SI156499	187.00	75639	79699	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 23308011 42200		CONTEDPDADPERSUP				65.00			
2716	Nelson & Co LLC	0000		EFT	09/28/2023	SI154395	65.00	75641	79701	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 23308011 42200		CONTEDPDADPERSUP				57.90			
							57.90			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2716	Nelson & Co LLC		0000		EFT	05/20/2023	SI-135991		75642	79702	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	23308011 42200		CONTEDPDADPERSUP			96.60	96.60			
2716	Nelson & Co LLC		0000		EFT	06/29/2023	SI151799		75643	79703	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108012 43100		GenPatrol PROSERVICE			17.40	17.40			
2716	Nelson & Co LLC		0000		EFT	07/12/2023	SI152073		75644	79704	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	23308011 42200		CONTEDPDADPERSUP			246.55	246.55			
2716	Nelson & Co LLC		0000		EFT	07/14/2023	SI152320		75645	79705	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	23308011 42200		CONTEDPDADPERSUP			49.95	49.95			
2716	Nelson & Co LLC		0000		EFT	12/14/2023	SI156594		75796	79862	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105015 42231		GenSafeTr UNIFORMS			60.40	60.40			
2716	Nelson & Co LLC		0000		EFT	12/15/2023	SI156642		75903	79973	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105015 42231		GenSafeTr UNIFORMS			371.80	371.80			
							CHECK TOTAL	6,103.99			
327	Nelson Alarm Inc.		0000		INV	11/21/2023	23110783		75452	79436	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT PROSERVICE			193.00	193.00			
327	Nelson Alarm Inc.		0000		INV	10/21/2023	23100857		75583	79631	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT PROSERVICE			300.00	300.00			
							CHECK TOTAL	493.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
4184	Nezat Training and Co	0000	22301161	EFT	12/02/2023	30438		76037	80171		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			2,700.00					
							2,700.00				
						CHECK TOTAL	2,700.00				
3313	Nova Healthcare IN LL	0000		EFT	12/06/2023	000002494094		75506	79521		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater PROSERVICE			198.00					
							198.00				
3313	Nova Healthcare IN LL	0000		EFT	12/06/2023	000002496765		75917	79987		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSprpt PROSERVICE			855.00					
							855.00				
						CHECK TOTAL	1,053.00				
590	Nugent Inc	0000		EFT	12/13/2023	1463665		75795	79861		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			57.91					
							57.91				
						CHECK TOTAL	57.91				
335	Office Three Sixty In	0000		EFT	12/06/2023	2731381		75439	79422		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD OPERSUP			382.71					
							382.71				
335	Office Three Sixty In	0000		EFT	12/09/2023	2736101		76108	80248		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103011 42200		GenPI OPERSUP			113.54					
							113.54				
						CHECK TOTAL	496.25				
2991	Old Dominion Brush In	0000		EFT	12/14/2023	8793847		76159	80300		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62606010 42200		SWFleet OPERSUP			756.30					
							756.30				
						CHECK TOTAL	756.30				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
99999	Marissa Muljat	0000		INV	11/30/2023	2/2023-9/19/2023		75559	79597		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43200		GenPR	COMMTRANS		66.16					
							66.16				
						CHECK TOTAL	66.16				
99991	Wilhelm Construction	0000		INV	12/02/2023	SP-22-18		75705	79768		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 43901		GenPZ	REFUNDS		1,550.00					
	2 62604010 43901		SWEng	REFUNDS		375.00					
							1,925.00				
						CHECK TOTAL	1,925.00				
99997	Maria Summers	0000		INV	11/24/2023	Summers 61958519		75905	79975		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43901		GenParks	REFUNDS		200.00					
							200.00				
						CHECK TOTAL	200.00				
343	OneZone Inc	0000		EFT	08/30/2023	74819		76116	80256		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		600.00					
							600.00				
343	OneZone Inc	0000		EFT	09/13/2023	74817		76118	80259		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		675.00					
							675.00				
						CHECK TOTAL	1,275.00				
2470	OnPoint Hub & Spoke L	0000		EFT	12/01/2023	12/23 Rent		75690	79752		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43700		FishersI69	RENTALS		38,172.03					
							38,172.03				
						CHECK TOTAL	38,172.03				
4309	OpportunitySpace Inc	0000	22301185	EFT	12/13/2023	FISHIN001		76117	80258		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		36,000.00					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							36,000.00			
						CHECK TOTAL	36,000.00			
3198	Outdoor Home Services	0000		EFT	10/12/2023	183984882		75766	79831	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		457.95				
							457.95			
						CHECK TOTAL	457.95			
384	Pinnacle Partners Inc	0000	22300758	EFT	11/22/2023	50859		75880	79949	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		1,015.20				
	2 60606050 43100		SewIT	PROSERVICE		338.40				
	3 62606050 43100		SWIT	PROSERVICE		338.40				
	4 10106050 43100		GenIT	PROSERVICE		3,804.00				
	5 62606050 43100		SWIT	PROSERVICE		951.00				
							6,447.00			
384	Pinnacle Partners Inc	0000	22301147	EFT	12/06/2023	50908		75881	79950	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		5,516.00				
	2 62606050 43100		SWIT	PROSERVICE		1,379.00				
							6,895.00			
384	Pinnacle Partners Inc	0000	22301147	EFT	12/20/2023	50965		76092	80232	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,124.80				
	2 62606050 43100		SWIT	PROSERVICE		781.20				
							3,906.00			
						CHECK TOTAL	17,248.00			
3876	PlanIT Geo Inc	0000	22300545	EFT	11/30/2023	2773		76057	80194	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		3,045.00				
	2 20209011 43100		LRSPWSTRT	PROSERVICE		1,006.88				
	3 27077010 44920		ParkImpPrk	CAPEXP		1,015.00				
							5,066.88			
						CHECK TOTAL	5,066.88			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
366	Plumbers Supply Compa	0000		EFT	11/25/2023	90613649		75719	79783	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		41.50				
							41.50			
						CHECK TOTAL	41.50			
379	PPG Architectural Fin	0000		EFT	10/15/2023	925902156278		75896	79966	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		55.99				
							55.99			
						CHECK TOTAL	55.99			
4207	Propio LS LLC	0000		EFT	11/30/2023	0193841023		75646	79706	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		8.46				
	2 10101012 43100		GenBSG	PROSERVICE		20.24				
							28.70			
						CHECK TOTAL	28.70			
3328	Proveli LLC	0000		EFT	11/11/2023	76347		75165	79118	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		1,494.50				
							1,494.50			
						CHECK TOTAL	1,494.50			
375	PTR, Inc.	0000		EFT	10/14/2023	156543		75329	79300	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27807010 43909		CPP	Other		1,658.56				
							1,658.56			
375	PTR, Inc.	0000		EFT	10/15/2023	156544		75331	79302	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27807010 43909		CPP	Other		4,672.09				
							4,672.09			
						CHECK TOTAL	6,330.65			
478	Raymond Milks	0000		EFT	11/14/2023	10007105		75418	79395	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		400.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
478	Raymond Milks	0000	22301189	EFT	12/01/2023	10007106	400.00	76184	80325		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		2,100.00					
							2,100.00				
						CHECK TOTAL	2,500.00				
433	RCS Contractor Suppli	0000		EFT	11/11/2023	1-537681		75709	79772		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		188.88					
							188.88				
						CHECK TOTAL	188.88				
1364	Regions Bank	0000		EFT	01/20/2024	112772		75694	79756		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 33190000 43100		97AvllLsPt	PROSERVICE		2,000.00					
							2,000.00				
						CHECK TOTAL	2,000.00				
805	Republic Services of	0000		EFT	11/20/2023	0761-006207122		75898	79968		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43100		GenPR	PROSERVICE		293.61					
							293.61				
805	Republic Services of	0000		EFT	10/20/2023	0761-006173774		75984	80111		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		876.57					
							876.57				
						CHECK TOTAL	1,170.18				
422	Reynolds Farm Equipme	0000		EFT	12/08/2023	P50693		75630	79690		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42200		MVHFleet	OPERSUP		372.90					
							372.90				
422	Reynolds Farm Equipme	0000	22301137	EFT	12/09/2023	P50876		75814	79882		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42200		MVHFleet	OPERSUP		5,699.70					
							5,699.70				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
422	Reynolds Farm Equipme			0000		EFT	12/03/2023	R02039		75887	79958	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10107010 43100				GenParks	PROSERVICE			600.00			
									600.00			
422	Reynolds Farm Equipme			0000		EFT	10/26/2023	R02029		75908	79978	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 27807010 43909				CPP	Other			1,400.00			
									1,400.00			
								CHECK TOTAL	8,072.60			
445	Rieth-Riley Construct			0000	22301045	EFT	12/17/2023	Pay#07-23-2		76209	80351	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 25904010 44200				WHLTXENG	INFRSTR			34,000.00			
									34,000.00			
								CHECK TOTAL	34,000.00			
3077	Ryan Tennessen			0000	22201076	EFT	12/13/2023	2023-COF-003		75780	79846	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10105011 43100				GenFireAdm	PROSERVICE			1,050.00			
									1,050.00			
								CHECK TOTAL	1,050.00			
466	Sharp Printing Servic			0000		EFT	12/09/2023	100335		75845	79913	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10101016 43300				GenPR	PRINTADVER			32.50			
									32.50			
								CHECK TOTAL	32.50			
466	Sharp Printing Servic			0000		EFT	12/10/2023	100355		75801	79868	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 60604010 42200				SewEng	OPERSUP			80.00			
									80.00			
								CHECK TOTAL	80.00			
477	Shelby Gravel Inc			0000	22301126	EFT	11/21/2023	830327		75835	79903	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 10109013 42200				GenPWParks	OPERSUP			10,419.00			
									10,419.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
477	Shelby Gravel Inc			0000		EFT	11/15/2023	1115credit		75841	79909	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	42200		GenPWParks	OPERSUP		-6,621.72				
									-6,621.72			
								CHECK TOTAL	3,797.28			
201	SiteOne Landscape Sup			0000		EFT	10/15/2023	134554996-001		75852	79920	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109013	42200		GenPWParks	OPERSUP		586.19				
									586.19			
201	SiteOne Landscape Sup			0000	22301018	EFT	11/15/2023	135535912-001		75855	79923	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	42200		GenPWBuild	OPERSUP		2,357.65				
									2,357.65			
								CHECK TOTAL	2,943.84			
4198	SMG US Midco 2 Inc			0000		EFT	11/23/2023	ARIV1011111		75978	80105	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	44391011	43100		ECNDEV MY	PROSERVICE		1,522.84				
									1,522.84			
4198	SMG US Midco 2 Inc			0000		EFT	12/15/2023	ARIV1011493		76158	80299	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	44391011	43100		ECNDEV MY	PROSERVICE		5,000.00				
									5,000.00			
								CHECK TOTAL	6,522.84			
1523	Ann Smith			0000		INV	12/15/2023	75904		75904	79974	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105011	43200		GenFireAdm	COMMTRANS		296.63				
									296.63			
								CHECK TOTAL	296.63			
2372	Smyrna Ready Mix Conc			0000		EFT	11/03/2023	1020426086		75713	79777	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20109011	42200		MVHPWStr	OPERSUP		1,132.00				
									1,132.00			
								CHECK TOTAL	1,132.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
505	Solarwinds North Amer			0000	22301086	EFT	12/17/2023	IN620425		76060	80197	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			13,000.00			
	2	62606050	43100		SWIT	PROSERVICE			2,254.00			
									15,254.00			
								CHECK TOTAL	15,254.00			
3350	SPF 15 Inc			0000		EFT	12/01/2023	12/23 Rent		75693	79755	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	43510000	43700		THBC	RENTALS			7,391.25			
									7,391.25			
								CHECK TOTAL	7,391.25			
2114	St Vincent Health, We			0000	22300832	EFT	11/30/2023	20-41157		75620	79680	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105011	43100		GenFireAdm	PROSERVICE			13,106.12			
	2	10105011	43100		GenFireAdm	PROSERVICE			3,842.51			
									16,948.63			
2114	St Vincent Health, We			0000		EFT	11/30/2023	20-41158		75918	79988	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10108015	43100		GenPDSpprt	PROSERVICE			787.35			
									787.35			
								CHECK TOTAL	17,735.98			
4308	St. Vincent Fishers H			0000		INV	11/26/2023	P4-Olio/SE/136th		76053	80189	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20204010	44200		LRS - ENG	INFRSTR			1,920.00			
									1,920.00			
								CHECK TOTAL	1,920.00			
3722	Sullivan Electric Gro			0000	22301177	EFT	09/25/2023	10716		76125	80265	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWater	PROSERVICE			5,120.28			
									5,120.28			
								CHECK TOTAL	5,120.28			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1808	Switch Offices LLC		0000		EFT	11/17/2023	283		75492	79504	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 47140000 43700		FishersI69	RENTALS				911.48			
								911.48			
							CHECK TOTAL	911.48			
216	Synchrony Bank		0000		EFT	07/15/2023	974075-KYINVZ		75769	79834	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP				104.46			
								104.46			
							CHECK TOTAL	104.46			
527	T&T Sales & Promotion		0000		EFT	07/06/2022	48387		75765	79830	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP				696.00			
								696.00			
							CHECK TOTAL	696.00			
536	Mike Taylor		0000		INV	12/10/2023	F23-251		76047	80182	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108015 43200		GenPDSpprt	COMMTRANS				183.00			
								183.00			
							CHECK TOTAL	183.00			
3019	Taylor Systems LLC		0000	22300861	EFT	12/15/2023	105014		75456	79442	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE				2,506.01			
								2,506.01			
							CHECK TOTAL	2,506.01			
2268	Teleflex LLC		0000		EFT	12/07/2023	9507670201		75762	79827	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP				1,165.50			
								1,165.50			
							CHECK TOTAL	1,165.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
833	Testing For Public Sa	0000	22301182	EFT	12/17/2023	AMY2023.77		76171	80313		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		12,250.00					
							12,250.00				
						CHECK TOTAL	12,250.00				
870	The Home City Ice Com	0000		EFT	08/13/2023	7140230138		75552	79589		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		262.20					
							262.20				
870	The Home City Ice Com	0000		EFT	10/07/2023	5778234934		75553	79591		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		240.86					
							240.86				
						CHECK TOTAL	503.06				
282	The Mailing Station,	0000		EFT	12/20/2023	169007		76238	80384		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 43100		GenContr	PROSERVICE		13.72					
							13.72				
						CHECK TOTAL	13.72				
3174	The Pitney Bowes Bank	0000		EFT	12/10/2023	8000-9090-1100-1281		75799	79866		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43202		GenMayorOf	POSTAGE		39.00					
							39.00				
						CHECK TOTAL	39.00				
2931	Towne Post Network In	0000		EFT	03/25/2023	57835		75893	79963		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43300		GenPR	PRINTADVER		7,500.00					
							7,500.00				
						CHECK TOTAL	7,500.00				
3638	TTBM Partners LLC	0000		EFT	11/30/2023	6		75965	80092		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 44391011 43100		ECNDEVMY	PROSERVICE		9,035.00					
							9,035.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	9,035.00			
58	Uline Inc	0000		EFT	11/25/2023	170192949		75681	79743	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP			1,192.86				
							1,192.86			
58	Uline Inc	0000		EFT	11/25/2023	170192749		75682	79744	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP			1,137.28				
							1,137.28			
						CHECK TOTAL	2,330.14			
2039	Ultimate Technologies	0000		EFT	10/31/2023	ARI000866		75460	79447	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT PROSERVICE			990.00				
							990.00			
2039	Ultimate Technologies	0000	22301087	EFT	11/09/2023	ARI000894		75935	80005	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT OPERSUP			6,306.44				
	2 10106050 43100		GenIT PROSERVICE			1,740.00				
							8,046.44			
						CHECK TOTAL	9,036.44			
1871	UrbanEco Properties L	0000		EFT	12/01/2023	12/23 Rent		75692	79754	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43700		FishersI69 RENTALS			14,634.86				
							14,634.86			
						CHECK TOTAL	14,634.86			
2071	Utility Pipe Sales of	0000		EFT	10/05/2023	IY037626		75536	79573	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			1,025.00				
							1,025.00			
						CHECK TOTAL	1,025.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
614	Van Ausdall & Farrar			0000		EFT	11/30/2023	590369		75214	79176	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	21205058	43100		CHD	PROSERVICE			242.11			
	2	10106050	43100		GenIT	PROSERVICE			3.11			
									245.22			
614	Van Ausdall & Farrar			0000	22300606	EFT	11/30/2023	83427		75463	79451	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			5,657.59			
	2	62606050	43100		SWIT	PROSERVICE			0.00			
	3	10106050	43100		GenIT	PROSERVICE			322.37			
	4	62606050	43100		SWIT	PROSERVICE			484.99			
									6,464.95			
614	Van Ausdall & Farrar			0000	22301084	EFT	11/24/2023	589569		75465	79452	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			65.31			
	2	62606050	43100		SWIT	PROSERVICE			0.00			
									65.31			
614	Van Ausdall & Farrar			0000	22301084	EFT	11/15/2023	588418		75600	79659	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			554.71			
	2	62606050	43100		SWIT	PROSERVICE			0.00			
	3	21205058	43100		CHD	PROSERVICE			554.71			
									1,109.42			
614	Van Ausdall & Farrar			0000	22301084	EFT	12/03/2023	590970		75890	79956	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			1,937.18			
	2	62606050	43100		SWIT	PROSERVICE			77.53			
									2,014.71			
614	Van Ausdall & Farrar			0000	22301084	EFT	12/15/2023	592118		76061	80198	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			98.84			
	2	62606050	43100		SWIT	PROSERVICE			0.00			
									98.84			
614	Van Ausdall & Farrar			0000	22301084	EFT	12/15/2023	592119		760631	80209	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			8.86			
	2	21205058	43100		CHD	PROSERVICE			12.63			
									21.49			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
614	Van Ausdall & Farrar	0000		EFT	12/09/2023	591599		760721	80210	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43100		CHD	PROSERVICE		34.42				
						CHECK TOTAL	34.42			
							10,054.36			
3510	Veridus Group Inc	0000	22300170	EFT	12/09/2023	202889		75660	79720	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		701.25				
						CHECK TOTAL	701.25			
3510	Veridus Group Inc	0000	22300970	EFT	12/08/2023	202849		75661	79721	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101014 43100		GenEcon	PROSERVICE		7,935.00				
						CHECK TOTAL	7,935.00			
							8,636.25			
617	Vision Marketing Pass	0000		EFT	12/16/2023	2040		76163	80304	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		327.25				
						CHECK TOTAL	327.25			
							327.25			
							327.25			
2813	Visionary Cove LLC	0000		EFT	12/01/2023	12/23 Rent		75691	79753	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43700		FishersI69	RENTALS		59,293.00				
						CHECK TOTAL	59,293.00			
							59,293.00			
							59,293.00			
611	Vohne Liche Kennels,	0000		EFT	12/13/2023	19195		75838	79906	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 23308011 42200		CONTEDPDAOPERSUP			66.00				
						CHECK TOTAL	66.00			
							66.00			
							66.00			
398	Warrens Turf	0000		EFT	11/19/2023	209257		75524	79557	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		449.50				
						CHECK TOTAL	449.50			
							449.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
398	Warrens Turf	0000		EFT	11/24/2023	209558		75525	79559		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		266.00	266.00				
398	Warrens Turf	0000		EFT	11/19/2023	209256		75526	79560		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		449.50	449.50				
398	Warrens Turf	0000		EFT	11/24/2023	209537		75527	79561		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		134.85	134.85				
398	Warrens Turf	0000		EFT	11/24/2023	209552		75529	79563		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1,485.00	1,485.00				
398	Warrens Turf	0000		EFT	11/15/2023	209033		75586	79645		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		269.70	269.70				
398	Warrens Turf	0000		EFT	11/19/2023	209279		75715	79779		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 42200		LRSPWSTR	OPERSUP		1,798.00	1,798.00				
398	Warrens Turf	0000		EFT	12/08/2023	210250		75803	79870		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		-20.00	-20.00				
398	Warrens Turf	0000		EFT	12/08/2023	210239		75804	79871		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		266.00	266.00				
398	Warrens Turf	0000		EFT	11/15/2023	209064		75869	79938		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		269.70	269.70				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT:		99900000	10100	APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
398	Warrens Turf		0000		EFT	11/11/2023	208882		75874	79944	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013	42200		GenPWParks OPERSUP			89.90			
								89.90			
398	Warrens Turf		0000		EFT	12/03/2023	209949		76039	80174	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013	42200		GenPWParks OPERSUP			399.50			
								399.50			
398	Warrens Turf		0000		EFT	12/03/2023	209956		76040	80175	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013	42200		GenPWParks OPERSUP			399.50			
								399.50			
398	Warrens Turf		0000		EFT	12/03/2023	209978		76041	80176	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013	42200		GenPWParks OPERSUP			399.50			
								399.50			
398	Warrens Turf		0000		EFT	12/14/2023	210412		76042	80177	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013	42200		GenPWParks OPERSUP			134.85			
								134.85			
								CHECK TOTAL	6,791.50		
2380	Whites Ace Hardware F		0000		EFT	11/30/2023	37485804		75232	79193	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010	42200		GenParks OPERSUP			32.99			
								32.99			
2380	Whites Ace Hardware F		0000		EFT	11/27/2023	37484557		75834	79902	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012	42200		GenPWBuild OPERSUP			4.59			
								4.59			
								CHECK TOTAL	37.58		
2841	Woody Warehouse Nurse		0000		EFT	10/23/2023	197423		75785	79851	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	27053012	42200		GRNTSPZ OPERSUP			19,478.80			
								19,478.80			
								CHECK TOTAL	19,478.80		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc		0000		EFT	10/27/2023	9851469396		75284	79249	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks OPERSUP			781.20	781.20			
1309	WW Grainger Inc		0000		EFT	11/08/2023	9864484929		75602	79662	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks OPERSUP			262.56	262.56			
1309	WW Grainger Inc		0000		EFT	11/08/2023	9864484937		75604	79663	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks OPERSUP			40.60	40.60			
1309	WW Grainger Inc		0000		EFT	11/08/2023	9864484945		75606	79665	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks OPERSUP			52.95	52.95			
1309	WW Grainger Inc		0000		EFT	11/08/2023	9864484952		75607	79666	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks OPERSUP			199.34	199.34			
1309	WW Grainger Inc		0000		EFT	11/08/2023	9864484960		75608	79667	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks OPERSUP			29.00	29.00			
1309	WW Grainger Inc		0000		EFT	12/08/2023	9899063003		75624	79684	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 42200		SewPWWaterOPERSUP			1,736.13	1,736.13			
1309	WW Grainger Inc		0000		EFT	11/30/2023	9889046794		75663	79723	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks OPERSUP			432.79	432.79			
1309	WW Grainger Inc		0000		EFT	11/30/2023	9889046802		75664	79724	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks OPERSUP			33.30	33.30			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	11/30/2023	9889046810		75665	79725	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP			40.44				
							40.44			
1309	WW Grainger Inc	0000		EFT	11/10/2023	9867029630		75747	79809	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP			422.32				
							422.32			
1309	WW Grainger Inc	0000		EFT	12/01/2023	9890670095		75748	79813	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP			249.78				
							249.78			
1309	WW Grainger Inc	0000		EFT	12/01/2023	9890670087		75750	79815	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP			16.60				
							16.60			
1309	WW Grainger Inc	0000		EFT	12/01/2023	9890670111		75753	79818	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP			536.34				
							536.34			
1309	WW Grainger Inc	0000		EFT	12/01/2023	9890155949		75754	79819	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP			29.58				
							29.58			
1309	WW Grainger Inc	0000		EFT	12/01/2023	9890326987		75755	79820	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP			218.42				
							218.42			
1309	WW Grainger Inc	0000		EFT	12/01/2023	9890327019		75756	79821	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP			759.62				
							759.62			
1309	WW Grainger Inc	0000		EFT	12/01/2023	9890670137		75757	79822	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP			299.70				
							299.70			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023

DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	12/01/2023	9890874762		75758	79823		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		574.46					
							574.46				
1309	WW Grainger Inc	0000		EFT	12/03/2023	9893427576		75759	79824		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		403.11					
							403.11				
1309	WW Grainger Inc	0000		EFT	12/03/2023	9894161836		75760	79825		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		481.13					
							481.13				
1309	WW Grainger Inc	0000		EFT	12/01/2023	9890670129		75761	79826		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		103.68					
							103.68				
1309	WW Grainger Inc	0000		EFT	12/01/2023	9890670103		75763	79828		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		3.32					
							3.32				
1309	WW Grainger Inc	0000		EFT	12/01/2023	9890670145		75764	79829		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		166.47					
							166.47				
1309	WW Grainger Inc	0000		EFT	12/17/2023	9908837678		76286	80434		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		66.55					
							66.55				
1309	WW Grainger Inc	0000		EFT	12/17/2023	9908837652		76287	80436		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		157.40					
							157.40				
1309	WW Grainger Inc	0000		EFT	12/17/2023	9908837660		76288	80437		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		166.47					
							166.47				
						CHECK TOTAL	8,263.26				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 112823 11/21/2023
 DUE DATE: 11/21/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2036	Zayo Group Holdings I	0000	22300829	EFT	11/30/2023	2023110028823		75891	79960	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		2,862.81				
	2 60606050 43100		SewIT	PROSERVICE		1,192.84				
	3 62606050 43100		SWIT	PROSERVICE		715.71				
							4,771.36			
						CHECK TOTAL	4,771.36			
710	Zoll Medical Corp	0000		EFT	12/08/2023	3853301		75618	79678	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,381.80				
							1,381.80			
						CHECK TOTAL	1,381.80			
510	INVOICES									
					WARRANT TOTAL	1,252,124.24	1,252,124.24			
					CASH ACCOUNT BALANCE		52,705,682.53			

RESOLUTION NO. R112823

**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”);

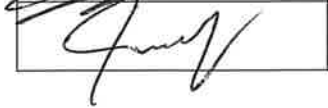
WHEREAS, the Construction Period for the Approved Locations has expired, and therefore, the Board now desires to terminate the Residential Waivers for the Approved Locations.

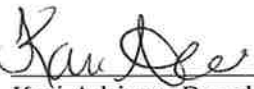
NOW, THEREFORE, be it resolved by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- 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, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 11/28/23
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

RESOLUTION NO. R110421K
**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY CONCERNING A RESIDENTIAL WAIVER TO INSTALL SMALL CELL
FACILITIES IN THE HARRISON LAKES 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 Lakes 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 November 13, 2020 and September 1, 2021, in accordance with the Residential Waiver, a meeting was conducted between the neighborhood/community association for Harrison Lakes 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 Lakes with respect to the following Proposed Locations:
- a. 13824 Barnett Place
 - b. 13965 Conner Knoll Pkwy
 - c. 13947 Brisbane 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.

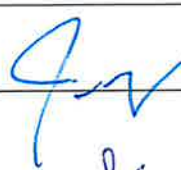
Section 3. This resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 4th day of November, 2021.

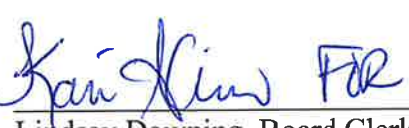
YAY

NAY

ABSTAIN

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

ATTEST:


Lindsay Downing, Board Clerk

DATE:

11/04/21

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-21-199

Right of Way Activity Permit

Status: Active

Submitted On: 5/13/2021

Primary Location

13824 BARNETT PL

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)*

13824 Barnett PI Fishers, IN 46038

39.98825 -86.01472 GN INDY 2149

Scope Of Work*

Verizon Request New Black Metal Light Pole - Small Cell

Anticipated Start Date*

11/01/2021

Anticipated Completion Date*

05/03/2022

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

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

CERTIFICATION

Full Name*	Date Signed*
Matt Bates (TeleCAD Wireless on behalf of Verizon Wireless)	05/13/2021

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	5/13/2021, 2:01:09 PM	11/5/2021, 8:41:56 AM	Tami Houston	-
✓ Complete Application	5/28/2021, 3:42:12 PM	6/22/2021, 11:59:55 AM	Tami Houston	-
✓ HOA Notification Submitted	5/28/2021, 3:42:39 PM	8/16/2021, 4:05:58 PM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/5/2021, 8:41:57 AM	11/5/2021, 2:49:25 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/5/2021, 2:49:26 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📄 Permit Issuance	-	-	-	-

ROW-21-199
13824 Barnett Place
As of 11-9-2023



ROW-21-343

Right of Way Activity Permit

Status: Active

Submitted On: 7/29/2021

Primary Location

13965 CONNER KNOLL 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)*

13965 Conner Knoll Pky, Fishers, IN
46038 / 39.99137, -86.01577 / Harrison
Lakes / GN Indy 2144

Scope Of Work*

Verizon requests 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

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

CERTIFICATION

Full Name*	Date Signed*
Matt Bates (Telecad Wireless on behalf of Verizon)	07/29/2021

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	7/29/2021, 2:30:24 PM	11/4/2021, 2:30:32 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 3:11:50 PM	8/11/2021, 3:12:07 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 3:12:00 PM	8/16/2021, 4:04:32 PM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 2:30:33 PM	11/5/2021, 2:48:56 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/5/2021, 2:48:57 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-343
13965 Conner Knoll Parkway
Harrison Lakes
As of 11-9-2023



ROW-21-345

Right of Way Activity Permit

Status: Active

Submitted On: 7/30/2021

Primary Location

13947 BRISBANE 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)*

13947 Brisbane Dr, Fishers, IN 46038 /
39.99099, -86.01781 / Harrison Lakes /
GN INDY 2090

Scope Of Work*

Verizon Request - New 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

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

CERTIFICATION

Full Name*	Date Signed*
Matt Bates (Telecad Wireless on behalf of Verizon)	07/30/2021

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	7/30/2021, 9:27:37 AM	11/4/2021, 2:32:00 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 3:09:28 PM	8/11/2021, 3:09:46 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 3:09:40 PM	8/16/2021, 4:02:43 PM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 2:32:01 PM	11/11/2021, 2:13:19 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/11/2021, 2:13:21 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-345
13947 Brisbane Drive
Harrison Lakes
As of 11-9-2023



RESOLUTION NO. R110421L
**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY CONCERNING A RESIDENTIAL WAIVER TO INSTALL SMALL CELL
FACILITIES IN THE PRINCETON 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 Princeton 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 November 13, 2020 and September 1, 2021, in accordance with the Residential Waiver, a meeting was conducted between the neighborhood/community association for Princeton 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 Princeton Park with respect to the following Proposed Locations:

- a. 11048 Eaton Court
- b. 10980 Wharton Lane
- c. 6472 Manchester 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 4th day of November, 2021.

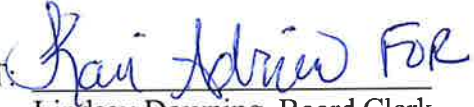
YAY

NAY

ABSTAIN

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

ATTEST:


Lindsay Downing, Board Clerk

DATE:

11/04/21

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-21-362

Right of Way Activity Permit

Status: Active

Submitted On: 8/3/2021

Primary Location

11048 EATON 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)*

11048 Eaton Ct. Fishers, IN 46038 /
39.94824, -86.05457 / Princeton Park /
GN Indy 2231

Scope Of Work*

Verizon Request - New Black Metal 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

Primary Contact Name*	Contractor Business Name
David Ginter	Mobile Network Solutions, LLC
Phone #*	Email*
859-544-5000	dginter@mns3.com
Bond Company name*	Bond#*
Liberty Mutual Insurance Company	016223157
Bond \$ amount*	
25000	

CERTIFICATION

Full Name*	Date Signed*
Matt Bates - on behalf of Verizon Wireless	08/03/2021

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	8/3/2021, 9:25:54 AM	11/4/2021, 1:50:21 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 2:18:39 PM	8/11/2021, 2:18:57 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 2:18:47 PM	8/17/2021, 8:27:03 AM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 1:50:24 PM	11/8/2021, 8:36:25 AM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/8/2021, 8:36:26 AM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-362
11048 Eaton Court
Princeton Park
As of 11-9-2023



ROW-21-363

Right of Way Activity Permit

Status: Active

Submitted On: 8/3/2021

Primary Location

10980 WHARTON 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)*

10980 Wharton Ln Fishers, IN 46038 /
39.94712, -86.05122 / Princeton Park /
GN Indy 2235

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

 **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

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

CERTIFICATION

Full Name*	Date Signed*
Matt Bates - on behalf of Verizon Wireless	08/03/2021

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	8/3/2021, 9:31:40 AM	11/4/2021, 2:22:26 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 2:00:41 PM	8/11/2021, 2:08:08 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 2:00:49 PM	8/17/2021, 8:31:09 AM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 2:22:26 PM	11/5/2021, 2:47:28 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/5/2021, 2:47:29 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📄 Permit Issuance	-	-	-	-

ROW-21-363
10980 Wharton Lane
Princeton Park
As of 11-9-2023



ROW-21-385

Right of Way Activity Permit

Status: Active

Submitted On: 8/11/2021

Primary Location

6472 MANCHESTER 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)*

6472 Manchester Dr. Fishers, IN 46038
/ 39.94593, -86.05554 / Princeton Park
/ GN Indy 2276

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

 **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

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

CERTIFICATION

Full Name*	Date Signed*
Matt Bates - on behalf of Verizon Wireless	08/11/2021

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	8/11/2021, 10:08:39 AM	11/4/2021, 2:23:30 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 1:45:15 PM	8/11/2021, 1:46:40 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 1:45:25 PM	8/17/2021, 8:29:40 AM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 2:23:31 PM	11/5/2021, 2:48:26 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/5/2021, 2:48:27 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-385
6472 Manchester Drive
Princeton Park
As of 11-9-2023



RESOLUTION NO. R110421N
**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY CONCERNING A RESIDENTIAL WAIVER TO INSTALL SMALL CELL
FACILITIES IN THE WEAVER WOODS 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 Weaver Woods 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 November 20, 2020 and September 1, 2021, in accordance with the Residential Waiver, a meeting was conducted between the neighborhood/community association for Weaver Woods 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:

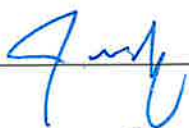
- Section 1.** Approved Locations. The Board hereby approves Verizon Wireless Residential Waiver to install new utility poles or wireless support structures within Weaver Woods with respect to the following Proposed Locations:
- a. 8381 Weaver Woods Place
- Section 2.** The Board hereby designates the 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 4th day of November, 2021.

YAY

NAY

ABSTAIN

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

ATTEST: 
Lindsay Downing, Board Clerk

DATE: 11/04/21

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-21-352

Right of Way Activity Permit

Status: Active

Submitted On: 8/2/2021

Primary Location

8381 WEAVER WOODS PL

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)*

8381 Weaver Woods Pl, Fishers, IN
46038 / 39.99321, -86.01837 / Weaver
Woods / GN Indy 2086

Scope Of Work*

Verizon Request - New Black Metal Light Pole

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

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

CERTIFICATION

Full Name*	Date Signed*
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, 3:17:11 PM	11/4/2021, 2:25:24 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 2:32:01 PM	8/11/2021, 2:32:18 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 2:32:14 PM	8/17/2021, 8:37:49 AM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 2:25:25 PM	11/11/2021, 1:53:28 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/11/2021, 1:53:30 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-352
8381 Weaver Woods Place
Weaver Woods
As of 11-9-2023



RESOLUTION NO. R110421M
**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY CONCERNING A RESIDENTIAL WAIVER TO INSTALL SMALL CELL
FACILITIES IN THE WEAVER 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 Weaver 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 2, 2021, in accordance with the Residential Waiver, a meeting was conducted between the neighborhood/community association for Weaver 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 Weaver Creek with respect to the following Proposed Locations:

a. 8869 Dickinson 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.

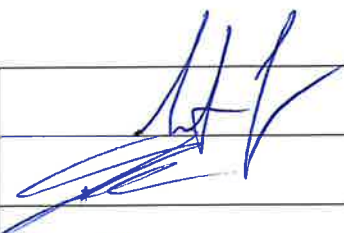
SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 4th day of November, 2021.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 4th day of November, 2021.

YAY

NAY

ABSTAIN

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

ATTEST


Lindsay Downing, Board Clerk

DATE:

11/01/21

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-21-381

Right of Way Activity Permit

Status: Active

Submitted On: 8/11/2021

Primary Location

8869 DICKINSON 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)*

8869 Dickinson Ct, Fishers, IN 46038 /

39.99407, -86.01138 / Weaver Creek /

GN Indy 2028

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

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

CERTIFICATION

Full Name*	Date Signed*
Matt Bates - on behalf of Verizon Wireless	08/11/2021

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	8/11/2021, 9:30:39 AM	11/4/2021, 2:27:05 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 1:41:45 PM	8/11/2021, 1:43:12 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 1:41:57 PM	8/17/2021, 8:35:47 AM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 2:27:06 PM	11/11/2021, 1:46:00 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/11/2021, 1:46:01 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-381
8869 Dickinson Court
Weaver Creek
As of 11-9-2023



RESOLUTION NO. R110421K
**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY CONCERNING A RESIDENTIAL WAIVER TO INSTALL SMALL CELL
FACILITIES IN THE HARRISON LAKES 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 Lakes 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 November 13, 2020 and September 1, 2021, in accordance with the Residential Waiver, a meeting was conducted between the neighborhood/community association for Harrison Lakes 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 Lakes with respect to the following Proposed Locations:

- a. 13824 Barnett Place
- b. 13965 Conner Knoll Pkwy
- c. 13947 Brisbane 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.

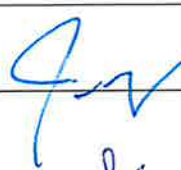
Section 3. This resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 4th day of November, 2021.

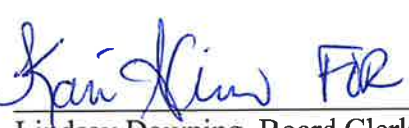
YAY

NAY

ABSTAIN

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

ATTEST:


Lindsay Downing, Board Clerk

DATE:

11/04/21

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-21-199

Right of Way Activity Permit

Status: Active

Submitted On: 5/13/2021

Primary Location

13824 BARNETT PL

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)*

13824 Barnett PI Fishers, IN 46038

39.98825 -86.01472 GN INDY 2149

Scope Of Work*

Verizon Request New Black Metal Light Pole - Small Cell

Anticipated Start Date*

11/01/2021

Anticipated Completion Date*

05/03/2022

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

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

CERTIFICATION

Full Name*	Date Signed*
Matt Bates (TeleCAD Wireless on behalf of Verizon Wireless)	05/13/2021

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	5/13/2021, 2:01:09 PM	11/5/2021, 8:41:56 AM	Tami Houston	-
✓ Complete Application	5/28/2021, 3:42:12 PM	6/22/2021, 11:59:55 AM	Tami Houston	-
✓ HOA Notification Submitted	5/28/2021, 3:42:39 PM	8/16/2021, 4:05:58 PM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/5/2021, 8:41:57 AM	11/5/2021, 2:49:25 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/5/2021, 2:49:26 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-199
13824 Barnett Place
As of 11-9-2023



ROW-21-343

Right of Way Activity Permit

Status: Active

Submitted On: 7/29/2021

Primary Location

13965 CONNER KNOLL 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)*

13965 Conner Knoll Pky, Fishers, IN
46038 / 39.99137, -86.01577 / Harrison
Lakes / GN Indy 2144

Scope Of Work*

Verizon requests 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

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

CERTIFICATION

Full Name*	Date Signed*
Matt Bates (Telecad Wireless on behalf of Verizon)	07/29/2021

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	7/29/2021, 2:30:24 PM	11/4/2021, 2:30:32 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 3:11:50 PM	8/11/2021, 3:12:07 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 3:12:00 PM	8/16/2021, 4:04:32 PM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 2:30:33 PM	11/5/2021, 2:48:56 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/5/2021, 2:48:57 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-343
13965 Conner Knoll Parkway
Harrison Lakes
As of 11-9-2023



ROW-21-345

Right of Way Activity Permit

Status: Active

Submitted On: 7/30/2021

Primary Location

13947 BRISBANE 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)*

13947 Brisbane Dr, Fishers, IN 46038 /
39.99099, -86.01781 / Harrison Lakes /
GN INDY 2090

Scope Of Work*

Verizon Request - New 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

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

CERTIFICATION

Full Name*	Date Signed*
Matt Bates (Telecad Wireless on behalf of Verizon)	07/30/2021

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	7/30/2021, 9:27:37 AM	11/4/2021, 2:32:00 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 3:09:28 PM	8/11/2021, 3:09:46 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 3:09:40 PM	8/16/2021, 4:02:43 PM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 2:32:01 PM	11/11/2021, 2:13:19 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/11/2021, 2:13:21 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-345
13947 Brisbane Drive
Harrison Lakes
As of 11-9-2023



RESOLUTION NO. R110421L
**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY CONCERNING A RESIDENTIAL WAIVER TO INSTALL SMALL CELL
FACILITIES IN THE PRINCETON 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 Princeton 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 November 13, 2020 and September 1, 2021, in accordance with the Residential Waiver, a meeting was conducted between the neighborhood/community association for Princeton 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 Princeton Park with respect to the following Proposed Locations:
- a. 11048 Eaton Court
 - b. 10980 Wharton Lane
 - c. 6472 Manchester 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 4th day of November, 2021.

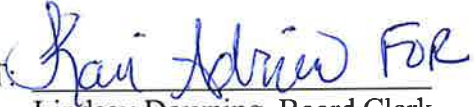
YAY

NAY

ABSTAIN

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

ATTEST:


Lindsay Downing, Board Clerk

DATE:

11/04/21

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-21-362

Right of Way Activity Permit

Status: Active

Submitted On: 8/3/2021

Primary Location

11048 EATON 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)*

11048 Eaton Ct. Fishers, IN 46038 /
39.94824, -86.05457 / Princeton Park /
GN Indy 2231

Scope Of Work*

Verizon Request - New Black Metal 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

Primary Contact Name*	Contractor Business Name
David Ginter	Mobile Network Solutions, LLC
Phone #*	Email*
859-544-5000	dginter@mns3.com
Bond Company name*	Bond#*
Liberty Mutual Insurance Company	016223157
Bond \$ amount*	
25000	

CERTIFICATION

Full Name*	Date Signed*
Matt Bates - on behalf of Verizon Wireless	08/03/2021

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	8/3/2021, 9:25:54 AM	11/4/2021, 1:50:21 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 2:18:39 PM	8/11/2021, 2:18:57 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 2:18:47 PM	8/17/2021, 8:27:03 AM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 1:50:24 PM	11/8/2021, 8:36:25 AM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/8/2021, 8:36:26 AM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-362
11048 Eaton Court
Princeton Park
As of 11-9-2023



ROW-21-363

Right of Way Activity Permit

Status: Active

Submitted On: 8/3/2021

Primary Location

10980 WHARTON 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)*

10980 Wharton Ln Fishers, IN 46038 /
39.94712, -86.05122 / Princeton Park /
GN Indy 2235

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

 **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

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

CERTIFICATION

Full Name*	Date Signed*
Matt Bates - on behalf of Verizon Wireless	08/03/2021

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	8/3/2021, 9:31:40 AM	11/4/2021, 2:22:26 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 2:00:41 PM	8/11/2021, 2:08:08 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 2:00:49 PM	8/17/2021, 8:31:09 AM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 2:22:26 PM	11/5/2021, 2:47:28 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/5/2021, 2:47:29 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-363
10980 Wharton Lane
Princeton Park
As of 11-9-2023



ROW-21-385

Right of Way Activity Permit

Status: Active

Submitted On: 8/11/2021

Primary Location

6472 MANCHESTER 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)*

6472 Manchester Dr. Fishers, IN 46038
/ 39.94593, -86.05554 / Princeton Park
/ GN Indy 2276

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

 **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

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

CERTIFICATION

Full Name*	Date Signed*
Matt Bates - on behalf of Verizon Wireless	08/11/2021

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	8/11/2021, 10:08:39 AM	11/4/2021, 2:23:30 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 1:45:15 PM	8/11/2021, 1:46:40 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 1:45:25 PM	8/17/2021, 8:29:40 AM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 2:23:31 PM	11/5/2021, 2:48:26 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/5/2021, 2:48:27 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-385
6472 Manchester Drive
Princeton Park
As of 11-9-2023



RESOLUTION NO. R110421N
**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY CONCERNING A RESIDENTIAL WAIVER TO INSTALL SMALL CELL
FACILITIES IN THE WEAVER WOODS 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 Weaver Woods 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 November 20, 2020 and September 1, 2021, in accordance with the Residential Waiver, a meeting was conducted between the neighborhood/community association for Weaver Woods 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 Weaver Woods with respect to the following Proposed Locations:

a. 8381 Weaver Woods Place

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 4th day of November, 2021.

YAY

NAY

ABSTAIN

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

ATTEST:


Lindsay Downing, Board Clerk

DATE:

11/04/21

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-21-352

Right of Way Activity Permit

Status: Active

Submitted On: 8/2/2021

Primary Location

8381 WEAVER WOODS PL

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)*

8381 Weaver Woods Pl, Fishers, IN
46038 / 39.99321, -86.01837 / Weaver
Woods / GN Indy 2086

Scope Of Work*

Verizon Request - New Black Metal Light Pole

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

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

CERTIFICATION

Full Name*	Date Signed*
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, 3:17:11 PM	11/4/2021, 2:25:24 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 2:32:01 PM	8/11/2021, 2:32:18 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 2:32:14 PM	8/17/2021, 8:37:49 AM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 2:25:25 PM	11/11/2021, 1:53:28 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/11/2021, 1:53:30 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-352
8381 Weaver Woods Place
Weaver Woods
As of 11-9-2023



RESOLUTION NO. R110421M
**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY CONCERNING A RESIDENTIAL WAIVER TO INSTALL SMALL CELL
FACILITIES IN THE WEAVER 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 Weaver 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 2, 2021, in accordance with the Residential Waiver, a meeting was conducted between the neighborhood/community association for Weaver 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 Weaver Creek with respect to the following Proposed Locations:

a. 8869 Dickinson 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.

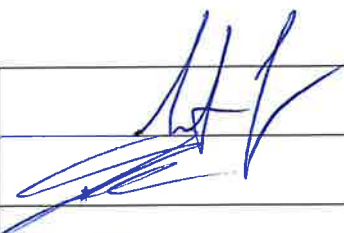
SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 4th day of November, 2021.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 4th day of November, 2021.

YAY

NAY

ABSTAIN

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

ATTEST


Lindsay Downing, Board Clerk

DATE:

11/01/21

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-21-381

Right of Way Activity Permit

Status: Active

Submitted On: 8/11/2021

Primary Location

8869 DICKINSON 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)*

8869 Dickinson Ct, Fishers, IN 46038 /

39.99407, -86.01138 / Weaver Creek /

GN Indy 2028

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

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

CERTIFICATION

Full Name*	Date Signed*
Matt Bates - on behalf of Verizon Wireless	08/11/2021

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	8/11/2021, 9:30:39 AM	11/4/2021, 2:27:05 PM	Tami Houston	-
✓ Complete Application Submitted	8/11/2021, 1:41:45 PM	8/11/2021, 1:43:12 PM	Tami Houston	-
✓ HOA Notification Made	8/11/2021, 1:41:57 PM	8/17/2021, 8:35:47 AM	Tami Houston	-
💰 Permit Fees/THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/4/2021, 2:27:06 PM	11/11/2021, 1:46:00 PM	MATT BATES	-
✓ Final Construction Start Date Scheduled/Verified. THIS IS NOT THE PERMIT. DO NOT START WORK AT THIS STAGE.	11/11/2021, 1:46:01 PM	-	Tami Houston	-
✓ 3 Year Maintenance Bond	-	-	-	-
📋 Final Inspection	-	-	-	-
📋 Permit Issuance	-	-	-	-

ROW-21-381
8869 Dickinson Court
Weaver Creek
As of 11-9-2023





Board Action Form

MEETING DATE	November 28, 2023			
TITLE	Request to revoke Right-of-Way permits			
SUBMITTED BY	Name & Title: Tami Houston, Project Engineer Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R112823	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	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. On November 4, 2021, the Board of Public Works and Safety approved numerous Right-of-Way permits for Verizon Wireless to construct 5G structures within various neighborhoods. <u>ROW-21-199</u> – 13824 Barnett Place in Harrison Lakes was issued on November 4, 2021. As of November 4, 2023, construction has not started on this structure. <u>ROW-21-343</u> – 13965 Conner Knoll Parkway in Harrison Lakes was issued on November 4, 2021. As of November 4, 2023, construction has not started on this structure. <u>ROW-21-345</u> -13947 Brisbane Drive in Harrison Lakes was issued on November 4, 2021. As of November 4, 2023, construction has not started on this structure. <u>ROW-21-362</u> -11048 Eaton Court in Princeton Park was issued on November 4, 2021. As of November 4, 2023, construction has not started on this structure. Underground fiber has been installed in this location to service the structure. The fiber was permitted under a separate Right-of-Way permit. <u>ROW-21-363</u> -10980 Wharton Lane in Princeton Park was issued on November 4, 2021. As of November 4, 2023, construction has not started on this structure. Underground fiber has been installed in this location to service the structure. The fiber was permitted under a separate Right-of-Way permit. <u>ROW-21-385</u> -6472 Manchester Drive in Princeton Park was issued on November 4, 2021. As of November 4, 2023, construction has not started on this structure. Underground fiber has been installed in this location to service the structure. The fiber was permitted under a separate Right-of-Way permit. <u>ROW-21-352</u> – 8381 Weaver Woods Place in Weaver Woods was issued on November 4, 2021. As of November 4, 2023, construction has not started on this structure. <u>ROW-21-381</u> – 8869 Dickinson Court in Weaver Creek was issued on November 4, 2021. As of November 4, 2023, construction has not started on this structure. Underground fiber has been installed in this location to service the structure. The fiber was permitted under a separate Right-of-Way permit.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval 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
PROJECT TIMELINE	Right-of-Way permits will be revoked upon approval by the Board of Public Works and Safety.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends revoking three Right-of-Way permits.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit	

RESOLUTION NO: R112823A

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING THE SPECIAL PURCHASE OF LIFE LINE SUPERLINER
AMBULANCE BOX**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), by and through its Department of Fleet Management, seeks to purchase one (1) Life Line Superliner Ambulance (the “Truck”) for the Fishers Fire Department.

WHEREAS, the City seeks to purchase the Truck from Hoosier Fire Equipment, Inc, by and through the HGAC Purchasing Group (contract AM10-20), which will allow the City to recognize a savings of approximately Seven Thousand Seven Hundred and Seventeen Dollars (\$7,717.00), all as more particularly described in Exhibit A, attached hereto and incorporated herein (the “Special Purchase”);

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

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

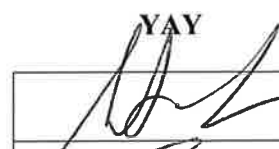
WHEREAS, the City now desires to approve the Special Purchase as further described herein.

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 of Public Works & Safety hereby approves the Special Purchase with Hoosier Fire Equipment, Inc, as more specifically described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor and/or Fleet Director to execute the Special Purchase and any and all documents necessary to effectuate its intent.
- Section 4.** 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, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:


Kari Adriano, Board Clerk

DATE:

11/28/23

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



Hoosier Fire Equipment, Inc.

November 15th, 2023

Fleet Manager Tabatha Miller
City of Fishers
Municipal Drive
Fishers, IN 46038

Subject: Life Line Emergency Vehicles Ambulance Purchase

Tabatha,

Regarding the above subject. Below is the HGAC bid for the Type I "Superliner" model ambulance per the specifications that were provided.

Pricing:

- Sale Price - \$264,955.00
(\$7,717.00) - HGAC Savings

Contract Price: \$257,238.00

Payment Terms: Final invoice amount is due upon delivery of ambulance to: City of Fishers F.D., Fishers, IN



Hoosier Fire Equipment, Inc.

EMERGENCY VEHICLE SALES CONTRACT

Agreement made between **Hoosier Fire Equipment, Inc.** ("Seller") and

Fishers Fire Department

2 Municipal Driver, Fishers, IN 46038

("Buyer")

1. ITEM(S) PURCHASED:

For value received and other consideration, the Seller agrees to provide the Buyer with the following emergency vehicle and related items and services as fully described in the proposal specifications, hereto attached by reference, in accordance with the terms and conditions of this contract.

One (1) Life Line Emergency Vehicles "Superliner" Type I, 171" Ambulance, mounted on a customer
Supplied Ford F550.

Note: In the case of conflict between the Buyer's bid specifications and the Seller's proposal specifications, the Seller's proposal and proposal specifications shall control and prevail.

2. PRICE:

Total Contract Price: Two Hundred Fifty-Four Thousand, Two Hundred Thirty-Eight and 00/100

----- (\$254,238.00)

The full price of the unit is listed above, and this price does NOT include any taxes. It is assumed that Buyer is exempt from taxes and will provide applicable exemption certificates and save Seller harmless from any such tax, interest or penalty, which may be assessed against Seller. If Buyer is not exempt from additional tax, it must be added to the above price.

It is understood by both the Buyer and the Seller that *Change Orders* executed after contract acceptance may increase or decrease the price.

The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Contract (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, General Services Administration KKK, Environmental Protection Agency, etc. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the emergency vehicle described above to be manufactured and/or delivered in compliance with such Standard(s).

3. COMPLETION AND DELIVERY:

The herein referenced emergency vehicle and accompanying equipment and services shall be completed and ready for delivery within approximately 545 calendar days after written acceptance of this sales contract by the Seller, and after signed work order, signed drawings, receipt of chassis.

Final delivery of the apparatus shall be FOB: Fishers Fire Department, Fishers, IN

(Rev. 01.07.22)

Main Office: 4009 Montdale Park Drive - Valparaiso, IN 46383 - 219-462-1707 - Fax: 219-464-0283
Mid-State Office: 3863 North Commercial Parkway - Greenfield, IN 46140 - 317-891-8375 - Fax: 317-891-7375

EMERGENCY VEHICLE SALES CONTRACT

4. PAYMENT TERMS:

The contract price shall be paid as follows:

*100% of total contract amount is due upon final delivery of completed ambulance at
Fishers Fire Department, Fishers, IN.*

All payments are payable to Hoosier Fire Equipment, Inc. only, and delivered to Seller at its offices, its authorized representative, or directly deposited to Seller's designated financial institution. Under no circumstances, shall payment be made payable to a sales representative, or anyone else acting as Seller's agent. Hoosier Fire Equipment, Inc. is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

Emergency vehicles and equipment contracted herein shall remain the property of Seller until the purchase price is paid in full. In the event the emergency vehicle and equipment is placed in service prior to payment in full, Seller reserves the right to charge a rental fee of One Hundred and 00/100 Dollars (\$100.00) per day, and Buyer assumes all liability and responsibility for damages which the emergency vehicle and equipment may incur while in use during this timeframe.

In the event of default in payment, Seller may take full possession of all items sold hereunder and any payments that have been made shall be applied as payment for the use of and any damages incurred upon the emergency vehicle and equipment up to the date Seller takes possession.

Manufacturer's Statement of Origin to be transferred to Buyer upon receipt of full payment.

5. WARRANTY:

The complete warranty is attached as part of the Hoosier Fire Equipment, Inc. proposal specifications.

6. FORCE MAJEURE:

If performance of the contract or any obligation under this contract is prevented, restricted or interfered with by causes beyond either party's reasonable control (Force Majeure), and if the party who is unable to carry out its obligations gives the other party prompt written notice of such an event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of civil or military authority or by national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages or other labor disputes, supplier failures shortages, breach or delays.

The excused party shall use reasonable effort under circumstances to avoid or remove such causes of non-performance and shall proceed with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party or its employees, offices, agents or affiliates.

7. COMMERCIAL COMPONENTS:

Specifications for non-branded or commercial components or sub-components (i.e., those secondary items supplied by other manufacturers) utilized in the general production of the subject emergency vehicle, are subject to change at the discretion of the secondary component manufacturer. Specifications for such components will be as available at the time of vehicle manufacture, assuming the components are of equal or comparable fit, form, function, and quality as those originally intended for use in the vehicle, or the manufacture thereof. The Seller shall not be held liable for any specification deviations from the original contract specifications, as may be applicable to such commercial components or sub-components, and thereby out of the Seller's immediate control.

EMERGENCY VEHICLE SALES CONTRACT

8. DISCLAIMER:

Hoosier Fire Equipment, Inc. expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including but not limited to those arising from the use, in ability to use, maintenance or repair of the emergency vehicle, whether under the theories of breach or express or implied warranty, negligence, strict liability or otherwise.

9. CANCELLATION:

This contract is subject to cancellation by Buyer only upon payment to Seller of reasonable cancellation charges, which will take into account expenses incurred and commitments made by Seller and Seller's anticipated profit.

Note that due to current and on-going global supply chain and market conditions beyond the control of Hoosier Fire Equipment, Inc., the herein quoted price and delivery time for the proposed ambulance are subject to change by the specified chassis and/or ambulance manufacturer. In the event of a change in the proposed price, not due to a Purchaser requested change, the Purchaser will be advised of the amount of the price change, and will be given the opportunity to accept the price change and be responsible for same, or cancel the order in its entirety without penalty. In the event of a change in the proposed delivery time, the Purchaser will be advised of the delivery time change as early as possible, but the order may only be cancelled per the standard terms of "Cancellation" as stated in the Hoosier Fire Equipment, Inc. sales contract

10. NONDISCRIMINATION:

Pursuant to I.C. 22-9-1-10, Hoosier Fire Equipment, Inc. represents that it and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employees or applicants hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment, because of the employee's or applicant's race, religion, color, sex, disability, nation origin or ancestry.

11. E-VERIFY:

Hoosier Fire Equipment, Inc. shall maintain enrollment in and verify the work eligibility status of all of its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. Seller shall not knowingly employ or contract with any unauthorized alien. Seller shall not retain an employee or contract with a person that Seller subsequently learns is an unauthorized alien. At the Buyer's request, a fully executed affidavit affirming that Seller does not knowingly employ or contract with any unauthorized alien shall be filed with the Buyer prior to the execution of this Agreement. Seller shall require all subcontractors who perform work under its contract to certify to Seller that:

- (a) Subcontractor does not knowingly employ or contract with an unauthorized alien; and
- (b) Subcontractor has enrolled and is participating in the E-Verify program. Seller agrees to maintain this certification at least two years after the term of a contract with subcontractor.

12. NO INVESTMENT ACTIVITIES IN IRAN:

As required by I.C. 5-22-16.5, the signature entered on behalf of the Seller below constitutes Seller's certification that it is not engaged in investment activities with the government of Iran or any agency or instrumentality of the government of Iran, all as defined and regulated by Senate Enrolled Act 231, effective July 1, 2012.

13. ENTIRE AGREEMENT, AMENDMENTS:

This agreement, including its appendices, embodies the entire understanding between the parties relating to subject matter contained herein and merges all prior discussions and agreement between them. No agent or representative of Hoosier Fire Equipment, Inc. has any authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments must be in writing signed by an authorized representative of each of the parties hereto.

EMERGENCY VEHICLE SALES CONTRACT

14. SEVERABILITY:

If any part hereto is contrary, prohibited by or deemed invalid under applicable laws or regulations such provisions shall be deemed inapplicable and deemed omitted to the extent so contrary prohibited or invalid, but remainder shall not be invalidated and shall be given effect in so far as possible.

15. GOVERNING LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to principles of conflict of laws. Buyer and Seller irrevocably and unconditionally agree that any suit, action, or other legal proceeding arising out of or relating to this agreement shall be brought in a court of record of the State of Indiana, in a non-partisan jurisdiction.

16. SIGNATURES AND ACCEPTANCE:

In witness, whereof, Buyer and Hoosier Fire Equipment, Inc. have caused this contract to be executed by their duly authorized representatives as per the following signatures, with the effective date as being that of the final signature of acceptance by Hoosier Fire Equipment, Inc.

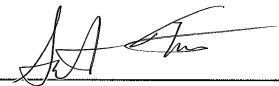
Submitted to Buyer by: Taylor Chitwood on 09/22/2023
Hoosier Fire Equipment, Inc. – Sales Representative

Taylor Chitwood
Signature

Reviewed and accepted by:

City of Fishers

(Buyer's Legal Name)

By: 

By: _____

Title: Mayor

Title: _____

By: _____

By: _____

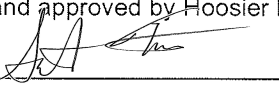
Title: _____

Title: _____

Date of Last Signature by Buyer:

This proposal and contract is not a valid and binding obligation until accepted, dated and approved by an officer of the corporation at Hoosier Fire Equipment, Inc.'s, principal place of business.

Accepted and approved by Hoosier Fire Equipment, Inc.:

By: 

Date: 11/28/2023

Title: Mayor



Board Action Form

MEETING DATE	November 28,2023			
TITLE	Request to approve Special Purchase of Life Line Superliner Ambulance Box			
SUBMITTED BY	Name & Title: Tabatha Miller Director Department: Fleet Management			
MEETING TYPE	☐ Work Session ☐ Executive	☐ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution R112823A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	The Department of Fleet Management is requesting the authorization to purchase from Hoosier Fire Equipment, Inc. a Life Line Superliner Ambulance Box as a replacement for one the Fire Departments current medics. By utilizing the HGAC Purchasing Group the city will receive a \$7,717.00 discount from the list price.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$265,000.00
	Expenditure \$:	\$257,238.00
	Source of Funds:	Fleet
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve this request
	2.	Deny this request
	3.	
	4.	
PROJECT TIMELINE	Order upon approval	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	The Department of Fleet Management recommends the approval of the request.	
SUPPLEMENTAL INFORMATION (List all attached documents)	Requisition R112823A Exhibit A	



Hoosier Fire Equipment, Inc.

November 15th, 2023

Fleet Manager Tabatha Miller
City of Fishers
Municipal Drive
Fishers, IN 46038

Subject: Life Line Emergency Vehicles Ambulance Purchase

Tabatha,

Regarding the above subject. Below is the HGAC bid for the Type I "Superliner" model ambulance per the specifications that were provided.

Pricing:

- Sale Price - \$264,955.00
(\$7,717.00) - HGAC Savings

Contract Price: \$257,238.00

Payment Terms: Final invoice amount is due upon delivery of ambulance to: City of Fishers F.D., Fishers, IN



Hoosier Fire Equipment, Inc.

EMERGENCY VEHICLE SALES CONTRACT

Agreement made between **Hoosier Fire Equipment, Inc.** ("Seller") and

Fishers Fire Department

2 Municipal Driver, Fishers, IN 46038

("Buyer")

1. ITEM(S) PURCHASED:

For value received and other consideration, the Seller agrees to provide the Buyer with the following emergency vehicle and related items and services as fully described in the proposal specifications, hereto attached by reference, in accordance with the terms and conditions of this contract.

One (1) Life Line Emergency Vehicles "Superliner" Type I, 171" Ambulance, mounted on a customer
Supplied Ford F550.

Note: In the case of conflict between the Buyer's bid specifications and the Seller's proposal specifications, the Seller's proposal and proposal specifications shall control and prevail.

2. PRICE:

Total Contract Price: Two Hundred Fifty-Four Thousand, Two Hundred Thirty-Eight and 00/100

----- (\$254,238.00)

The full price of the unit is listed above, and this price does NOT include any taxes. It is assumed that Buyer is exempt from taxes and will provide applicable exemption certificates and save Seller harmless from any such tax, interest or penalty, which may be assessed against Seller. If Buyer is not exempt from additional tax, it must be added to the above price.

It is understood by both the Buyer and the Seller that *Change Orders* executed after contract acceptance may increase or decrease the price.

The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Contract (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, General Services Administration KKK, Environmental Protection Agency, etc. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the emergency vehicle described above to be manufactured and/or delivered in compliance with such Standard(s).

3. COMPLETION AND DELIVERY:

The herein referenced emergency vehicle and accompanying equipment and services shall be completed and ready for delivery within approximately 545 calendar days after written acceptance of this sales contract by the Seller, and after signed work order, signed drawings, receipt of chassis.

Final delivery of the apparatus shall be FOB: Fishers Fire Department, Fishers, IN

(Rev. 01.07.22)

Main Office: 4009 Montdale Park Drive - Valparaiso, IN 46383 - 219-462-1707 - Fax: 219-464-0283
Mid-State Office: 3863 North Commercial Parkway - Greenfield, IN 46140 - 317-891-8375 - Fax: 317-891-7375

EMERGENCY VEHICLE SALES CONTRACT

4. PAYMENT TERMS:

The contract price shall be paid as follows:

100% of total contract amount is due upon final delivery of completed ambulance at
Fishers Fire Department, Fishers, IN.

All payments are payable to Hoosier Fire Equipment, Inc. only, and delivered to Seller at its offices, its authorized representative, or directly deposited to Seller's designated financial institution. Under no circumstances, shall payment be made payable to a sales representative, or anyone else acting as Seller's agent. Hoosier Fire Equipment, Inc. is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

Emergency vehicles and equipment contracted herein shall remain the property of Seller until the purchase price is paid in full. In the event the emergency vehicle and equipment is placed in service prior to payment in full, Seller reserves the right to charge a rental fee of One Hundred and 00/100 Dollars (\$100.00) per day, and Buyer assumes all liability and responsibility for damages which the emergency vehicle and equipment may incur while in use during this timeframe.

In the event of default in payment, Seller may take full possession of all items sold hereunder and any payments that have been made shall be applied as payment for the use of and any damages incurred upon the emergency vehicle and equipment up to the date Seller takes possession.

Manufacturer's Statement of Origin to be transferred to Buyer upon receipt of full payment.

5. WARRANTY:

The complete warranty is attached as part of the Hoosier Fire Equipment, Inc. proposal specifications.

6. FORCE MAJEURE:

If performance of the contract or any obligation under this contract is prevented, restricted or interfered with by causes beyond either party's reasonable control (Force Majeure), and if the party who is unable to carry out its obligations gives the other party prompt written notice of such an event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of civil or military authority or by national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages or other labor disputes, supplier failures shortages, breach or delays.

The excused party shall use reasonable effort under circumstances to avoid or remove such causes of non-performance and shall proceed with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party or its employees, offices, agents or affiliates.

7. COMMERCIAL COMPONENTS:

Specifications for non-branded or commercial components or sub-components (i.e., those secondary items supplied by other manufacturers) utilized in the general production of the subject emergency vehicle, are subject to change at the discretion of the secondary component manufacturer. Specifications for such components will be as available at the time of vehicle manufacture, assuming the components are of equal or comparable fit, form, function, and quality as those originally intended for use in the vehicle, or the manufacture thereof. The Seller shall not be held liable for any specification deviations from the original contract specifications, as may be applicable to such commercial components or sub-components, and thereby out of the Seller's immediate control.

EMERGENCY VEHICLE SALES CONTRACT

8. DISCLAIMER:

Hoosier Fire Equipment, Inc. expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including but not limited to those arising from the use, in ability to use, maintenance or repair of the emergency vehicle, whether under the theories of breach or express or implied warranty, negligence, strict liability or otherwise.

9. CANCELLATION:

This contract is subject to cancellation by Buyer only upon payment to Seller of reasonable cancellation charges, which will take into account expenses incurred and commitments made by Seller and Seller's anticipated profit.

Note that due to current and on-going global supply chain and market conditions beyond the control of Hoosier Fire Equipment, Inc., the herein quoted price and delivery time for the proposed ambulance are subject to change by the specified chassis and/or ambulance manufacturer. In the event of a change in the proposed price, not due to a Purchaser requested change, the Purchaser will be advised of the amount of the price change, and will be given the opportunity to accept the price change and be responsible for same, or cancel the order in its entirety without penalty. In the event of a change in the proposed delivery time, the Purchaser will be advised of the delivery time change as early as possible, but the order may only be cancelled per the standard terms of "Cancellation" as stated in the Hoosier Fire Equipment, Inc. sales contract

10. NONDISCRIMINATION:

Pursuant to I.C. 22-9-1-10, Hoosier Fire Equipment, Inc. represents that it and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employees or applicants hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment, because of the employee's or applicant's race, religion, color, sex, disability, nation origin or ancestry.

11. E-VERIFY:

Hoosier Fire Equipment, Inc. shall maintain enrollment in and verify the work eligibility status of all of its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. Seller shall not knowingly employ or contract with any unauthorized alien. Seller shall not retain an employee or contract with a person that Seller subsequently learns is an unauthorized alien. At the Buyer's request, a fully executed affidavit affirming that Seller does not knowingly employ or contract with any unauthorized alien shall be filed with the Buyer prior to the execution of this Agreement. Seller shall require all subcontractors who perform work under its contract to certify to Seller that:

- (a) Subcontractor does not knowingly employ or contract with an unauthorized alien; and
- (b) Subcontractor has enrolled and is participating in the E-Verify program. Seller agrees to maintain this certification at least two years after the term of a contract with subcontractor.

12. NO INVESTMENT ACTIVITIES IN IRAN:

As required by I.C. 5-22-16.5, the signature entered on behalf of the Seller below constitutes Seller's certification that it is not engaged in investment activities with the government of Iran or any agency or instrumentality of the government of Iran, all as defined and regulated by Senate Enrolled Act 231, effective July 1, 2012.

13. ENTIRE AGREEMENT, AMENDMENTS:

This agreement, including its appendices, embodies the entire understanding between the parties relating to subject matter contained herein and merges all prior discussions and agreement between them. No agent or representative of Hoosier Fire Equipment, Inc. has any authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments must be in writing signed by an authorized representative of each of the parties hereto.

EMERGENCY VEHICLE SALES CONTRACT

14. SEVERABILITY:

If any part hereto is contrary, prohibited by or deemed invalid under applicable laws or regulations such provisions shall be deemed inapplicable and deemed omitted to the extent so contrary prohibited or invalid, but remainder shall not be invalidated and shall be given effect in so far as possible.

15. GOVERNING LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to principles of conflict of laws. Buyer and Seller irrevocably and unconditionally agree that any suit, action, or other legal proceeding arising out of or relating to this agreement shall be brought in a court of record of the State of Indiana, in a non-partisan jurisdiction.

16. SIGNATURES AND ACCEPTANCE:

In witness, whereof, Buyer and Hoosier Fire Equipment, Inc. have caused this contract to be executed by their duly authorized representatives as per the following signatures, with the effective date as being that of the final signature of acceptance by Hoosier Fire Equipment, Inc.

Submitted to Buyer by: Taylor Chitwood on 09/22/2023
Hoosier Fire Equipment, Inc. – Sales Representative

Taylor Chitwood
Signature

Reviewed and accepted by:

(Buyer's Legal Name)

By: _____ By: _____

Title: _____ Title: _____

By: _____ By: _____

Title: _____ Title: _____

Date of Last Signature by Buyer:

This proposal and contract is not a valid and binding obligation until accepted, dated and approved by an officer of the corporation at Hoosier Fire Equipment, Inc.'s, principal place of business.

Accepted and approved by Hoosier Fire Equipment, Inc.:

By: _____ Date: _____

Title: _____

City of Fishers, Indiana

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this 28th day of November, 2023, by and between City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Owner") and Howard Companies, Inc. ("Contractor"), for the project described as "City Sidewalk Improvements 24-1"(the "Project") and more particularly detailed in Appendix A (the "Work")

Owner/Engineer:

City of Fishers Engineering Department
One Municipal Drive
Fishers, Indiana 46038

Contractor:

Howard Companies, Inc.
2916 Kentucky Ave
Indianapolis, IN 46221

Project:

City Sidewalk Improvements 24-1

The Owner and Contractor agree as follows:

RECITALS:

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

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion of the Project within _____one hundred and 20_____ (120_) days after the Contract Time commences to run as provided herein, subject to adjustments authorized by Owner ("Contract Time"). The Work shall be completed and ready for final payment in accordance the General Conditions within _____thirty_____ (30_) days after the date when the Contract Time commences to run. The term "day"

as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5, of the General Conditions.

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

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

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

D. **Liquidated Damages.** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified herein, plus any extensions allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One

thousand dollars (\$1,000.00) for each day that expires after the time specified herein for each Intermediate Completion Milestone until the Work is otherwise substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One thousand dollars (\$1,000.00) for each day that expires after the time specified herein for completion and readiness for final payment.

Article 6. Contract Price. The Contractor shall, in strict conformity with the Contract Documents, provide all necessary labor, tools, materials, equipment, services, assume and full all obligations and perform all work required to construction, complete and make ready for use by the Owner at the Unit Prices as provided in the Proposal, and Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the bid prices as set forth in the conformed copy of the Contractor's Bid attached hereto as Appendix E, the sum of _____
Four Hundred Eighty Five Thousand Ninety Six dollars and Zero cents, (\$ 485,096.00)

("Contract Price"), subject to additions, deletions based on actual approved quantities of the respective unit price items, which Contractor agrees to accept as full payment for all the Work actually performed and as accepted and described in the Contract Documents. The Contractor agrees that each Unit Price shall be deemed full and complete compensation for all direct and indirect costs for the each respective item of Work, including, without limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

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

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

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

by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

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

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

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

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

hereby created on the part of the Contractor to return all such payments previously made in such case.

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

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

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

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 13 of the General Conditions, the Owner shall pay the

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

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

1. When the Contractor completes the Work in accordance with the Contract Documents and in an acceptable matter as determined by the Owner, the Contractor will prepare a final estimate for the work performed and will furnish the Owner with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

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

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

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

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

Article 10. Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. If the right to interest is expressly provided in the Contract

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

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

10.1 The Owner's Representative is:

Hatem Mekky, P.E.
City of Fishers
One Municipal Drive
Fishers, Indiana 46038

10.2 The Contractor's Representative is:

Article 12. Miscellaneous.

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

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

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

D. **Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all

remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

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

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

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

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

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

hereof, be the full and maximum compensation and monies required of OWNER to be paid to CONTRACTOR pursuant to this Agreement.

Article 13. Dispute Resolution.

A. Mediation. The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

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

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

OWNER:
CITY OF FISHERS

CONTRACTOR:

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Date: _____

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: City Sidewalks Improvements 24-1

WORK: Concrete sidewalk panel removal and replacement within the Windermere, Sunblest, Brooks Chase, Ridgefield, Sweet Briar, Sweet Briar North, Prairie View, Britton Ridge, Saxony, and Tanglewood subdivisions.

DESIGN BY: City of Fishers
One Municipal Drive
Fishers, IN 46038

CITY OF FISHERS, INDIANA

Appendix B

Enumeration of Contract Documents

1. This Agreement (pages A-1 to A-15, inclusive).
2. Addenda issued prior to receipt of bid proposals, whether or not receipt thereof has been acknowledged by Contractor in its Proposal numbers ____ to ____ inclusive.
3. Drawings, consisting of a cover sheet and sheets numbered ____ through ____, inclusive with each sheet bearing the general title:
4. Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
 - a. _____

 - b. _____

 - c. _____

5. The Additional Requirements;
6. Contractor's Itemized Proposal and Declarations (pages B-1 to B-__, inclusive);
7. General Conditions (pages G-1 to G-60, inclusive); and
8. All other documents defined as Contract Documents in any of the above listed documents.

CITY OF FISHERS, INDIANA

APPENDIX C

Scope of Work and Locations (the “Work”)

Please see separate Map Exhibits

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

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

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

(Contractor): _____

By (Written Signature) _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS: _____

COUNTY OF _____

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

My commission expires: _____ (Signed): _____

Residing in _____ County, State _____

1986133/15982-10

CITY OF FISHERS, INDIANA
APPENDIX E
Contractor's Itemized Bid Proposal



Board Action Form

MEETING DATE	November 28th 2023			
TITLE	Request for Bid Award of City Sidewalk Improvements 24-1			
SUBMITTED BY	Name & Title: Rich Bassett, Asset Manager Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R112823B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	City Sidewalk Improvements 24-1 contract was advertised to receive the lowest bid. Approximately 2160 sidewalk "toe-kicks" of 1" or greater were identified by City staff within ten different neighborhoods. The 2160 identified sidewalk panels will be removed and replaced improving pedestrian accessibility throughout the City. Three bidders submitted on this project and the lowest and most responsive bid was from Howard Companies in the amount of \$485,096.50	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$485,096.50
	Expenditure \$:	\$485,096.50
	Source of Funds:	2024 budget Cash Reserves
	Additional Appropriation #:	10101011 44920
	Narrative:	Removal and replacement repair work of existing sidewalk in sections of: Windermere, Sunblest, Pleasantview, Britton Ridge, Sweet Briar, Sweet Briar North, Ridgefield, Brooks Chase, Tanglewood, and Saxony subdivisions.
OPTIONS (Include Deny Approval Option)	1.	Approve the request
	2.	Deny
	3.	Take no action
	4.	
PROJECT TIMELINE	120 days after Notice to Proceed	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommend approval.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A (Project Map Overview) 3. Exhibit B (Bid Proposal) 4. Exhibit C (Agreement)	

City of Fishers
BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS

Instructions To Bidders:

This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project: City Sidewalk Improvements 24-1

Proposal For: Howard Asphalt LLC DBA Howard Companies

Date: 11/16/2023 _____

To: **City of Fishers**
11565 Brooks School Rd
Fishers, Indiana 46038

A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Time indicated in the Agreement and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the required Performance and Payment Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

C. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

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

E. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions, if any, as provided in the General Conditions. Bidder accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and program incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with times, price and other terms and conditions of the Contract Documents.

F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

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

H. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

I. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Page 212 of 355

PART 2
BID PROPOSAL

2.1 **Base Bid**

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total Four Hundred Eighty Five Thousand Ninety Six Dollars & .50/100 CENTS _____ Dollars (\$ 485,096.50). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of Bid evaluation and Contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the Owner cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Agreement.

City Sidewalk Improvements 24-1 (#8803451)											
Owner: City of Fishers											
Solicitor: Fishers IN, City of											
11/16/2023 10:00 AM EST											
						Howard Companies, LLC		Edward & Jones Concrete Inc.		CC & T Construction	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Section 1 - City Sidewalk Improvements							\$485,096.50		\$681,456.00		\$691,720.00
	1	101	CONSTRUCTION ENGINEERING	LS	1	\$2,850.00	\$2,850.00	\$14,500.00	\$14,500.00	\$2,000.00	\$2,000.00
	2	102	MOBILIZATION AND DEMOBILIZATION	LS	1	\$5,632.50	\$5,632.50	\$32,500.00	\$32,500.00	\$20,000.00	\$20,000.00
	3	103	CLEARING OF THE RIGHT OF WAY	LS	1	\$4,450.00	\$4,450.00	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00
	4	104	CONSTRUCTION SIGN, A	EACH	30	\$125.00	\$3,750.00	\$225.00	\$6,750.00	\$400.00	\$12,000.00
	5	105	MAINTAINING TRAFFIC	LS	1	\$1,650.00	\$1,650.00	\$21,800.00	\$21,800.00	\$6,500.00	\$6,500.00
	6	106	CURB AND GUTTER, REMOVE	LFT	112	\$18.50	\$2,072.00	\$25.00	\$2,800.00	\$20.00	\$2,240.00
	7	107	SIDEWALK, CONCRETE, REMOVE	SYS	4803	\$18.00	\$86,454.00	\$32.00	\$153,696.00	\$25.00	\$120,075.00
	8	108	SIDEWALK, CONCRETE	SYS	4803	\$70.00	\$336,210.00	\$80.00	\$384,240.00	\$100.00	\$480,300.00
	9	109	CURB RAMP, CONCRETE	SYS	80	\$260.00	\$20,800.00	\$210.00	\$16,800.00	\$250.00	\$20,000.00
	10	110	CURB AND GUTTER, CONCRETE	LFT	60	\$40.00	\$2,400.00	\$65.00	\$3,900.00	\$40.00	\$2,400.00
	11	111	CURB AND GUTTER, ROLL CURB	LFT	112	\$33.50	\$3,752.00	\$65.00	\$7,280.00	\$35.00	\$3,920.00
	12	112	TRUNCATED DOMES, HOT DIPPED BLACK	SYS	12	\$464.00	\$5,568.00	\$410.00	\$4,920.00	\$450.00	\$5,400.00
	13	113	MULCHED SEEDING, TYPE U	SYS	2377	\$4.00	\$9,508.00	\$10.00	\$23,770.00	\$5.00	\$11,885.00
Base Bid Total:							\$485,096.50		\$681,456.00		\$691,720.00

PART 4
CONTRACT DOCUMENTS AND ADDENDA

Instructions to Bidders:

4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the Agreement and in the Standard General Conditions and incorporates such Contract Documents herein by reference.

4.2 The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>

PART 5
EXCEPTIONS

Instructions To Bidders:

5.1 The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.

5.2 Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.

5.3 Exceptions, if any:

N/A

PART 6
FINANCIAL STATEMENT

- 6.1 Attachment of Bidder's Indiana Revised Financial Form 96/financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to Owner must be specific enough in detail so that Owner can make a proper determination of the Bidder's capability for completing the Work if awarded. Information on Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Forms No. 96 and No. 102 (Contractor's Bid for Public Work).

PART 7
ADDITIONAL DECLARATIONS

- 7.1 Bidder certifies for itself and all its subcontractors compliance with all existing laws of the United States and the State of Indiana prohibiting the discrimination against any employee or applicant for employment or subcontract work in the performance of the Work contemplated by the Agreement with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment or subcontracting because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. The City of Fishers reserves the right to collect a penalty as provided in IC §5-16-6-1 for any person discriminated against.
- 7.2 The steel products furnished for this Project shall conform to the following Indiana Code Definitions and Agreement provisions:

I.C. § 5-16-8-1 Definitions:

“Steel products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

“United States” means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

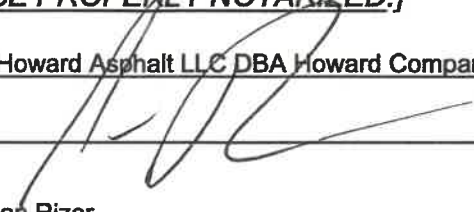
I.C. § 5-16-8-2 Public agency contract provisions; rules for determining reasonable pricing:

Sec. 2(a) Each public agency shall require that every contract for the construction, alteration, repair, improvement or maintenance of public works contain a provision that, if any steel products are to be used or supplied in the performance of the contract or subcontract, only steel products as defined by this chapter shall be used or supplied in the performance of the contract or any of the subcontractors unless the head of the public agency determines, in writing, that the cost of steel products is deemed to be unreasonable.

- 7.3 The Bidder certifies that he/she has thoroughly examined the site of the Project/Work and informed himself/herself fully regarding all conditions under which he/she will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. The Bidder further certifies that he/she has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.

PART 8
SIGNATURES

[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations Document. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Bidders Name: Howard Asphalt LLC DBA Howard Companies
Written Signature: 
Printed Name: Sean Rizer
Title: CFO

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
COUNTY OF Marion) SS:

Subscribed and sworn to before me this 16th day of November, 2023.

My commission expires: 05/15/2030

Residing in Morgan County, State
of Indiana


Signature

Miranda Reed

Printed





AssuredPartners

10401 N. Meridian Street, Suite #300

Carmel, IN 46290

Phone: (317) 844-7759

Fax: 317-844-9910

November 13, 2023

Ms. Miranda Reed
Howard Asphalt, LLC d/b/a Howard Companies
2916 Kentucky Avenue
Indianapolis, IN 46221

Re:	Type of Bond:	Bid Bond
	Obligee:	City of Fishers
	Description:	City Sidewalk Improvements 24-1
	Bond Amount:	10%

Dear Miranda,

We are pleased to enclose the bond you requested. The bond issued was based upon the information you provided. We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the bond form attached is the form required and be sure to execute the bond with the proper signature and seal.

Thank you and please call me should you have any questions.

Sincerely,

AssuredPartners

Josephine G. McKinley

Enclosures

BID BOND
City of Fishers

Instructions To Bidders:

Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.

Surety Company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

BIDDER / CONTRACTOR	(Name and Address): Howard Asphalt, LLC d/b/a Howard Companies 2916 Kentucky Avenue, Indianapolis, IN 46221
SURETY	(Name and Address of Principal Place of Business): Continental Casualty Company 151 N. Franklin Street, Chicago, IL 60606
OWNER	City of Fishers Three Municipal Drive Fishers, Indiana 46038

BID

Bid Due Date: November 16, 2023

Project Description ("Project"): City Sidewalk Improvements 24-1

BOND

Bond Number: Bid Bond

Date: (Not earlier than Bid due date): November 16, 2023

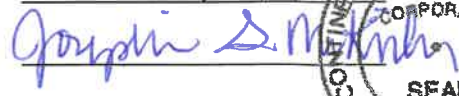
Penal Sum (10% of Bid Proposal): _____ \$ _____

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

"Contractor"

Company:	Howard Asphalt, LLC d/b/a Howard Companies
Signature:	
Printed:	<u>Sean Rizer</u>
Title:	<u>Chief Financial Officer</u>

"Surety"

Company:	Continental Casualty Company
By:	
Printed:	<u>Josephine G. McKinley, Attorney-in-Fact</u>
Counter-signed:	<u>N/A</u>



The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder. Surety is held and firmly bound unto Owner in the full and just sum equal to ten percent (10%) of the price stated in the Bid Proposal, including accepted alternates, if any, to be paid upon demand of the Owner, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this Bid Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds and other documentation required by the Bidding Documents to be delivered prior to commence work, or
 - 3.2 All Bids are rejected by Owner, or
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Hamilton County, Indiana.
7. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
8. This Bond is intended to conform to all applicable statutory requirements of Ind. Code §36-1-12-4.5. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
9. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Josephine G. McKinley , Individually

of Indianapolis, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond

Principal: Howard Asphalt, LLC d/b/a Howard Companies

Obbligee: City of Fishers

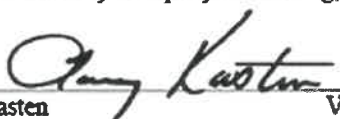
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of May, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of May, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

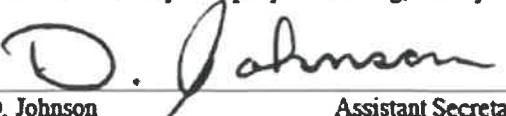

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 16th day of November, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Form F6853-4-2023

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies.

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

DATE: November 16, 2023

TO: City of Fishers

RE: CONTRACTOR: Howard Asphalt, LLC d/b/a Howard Companies

BID DATE: November 16, 2023

PROJECT: City Sidewalk Improvements 24-1

The purpose of this letter is to advise that should the captioned contractor be the successful bidder, and enter into a contract for the described work, Continental Casualty Company will provide appropriate Performance and Payment Bonds, subject to the terms and conditions of the bid of Howard Asphalt, LLC d/b/a Howard Companies.

SURETY COMPANY

Continental Casualty Company

By:



Signature Name Josephine G. McKinley

Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Josephine G. McKinley, Individually

of Indianapolis, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.:

Principal: Howard Asphalt, LLC d/b/a Howard Companies

Obligee: City of Fishers

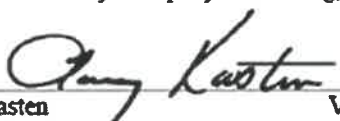
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of May, 2023.

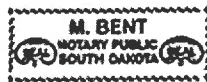


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of May, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026


M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 16th day of November, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Form F6853-4-2023

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies.

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

****email sean rizer for equipment and financials packet, he will provide document and password****
****srizer@howardcompanies.com****

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 11/16/2023

1. Governmental Unit (Owner): City of Fishers
2. County : Hamilton
3. Bidder (Firm): Howard Asphalt LLC dba Howard Companies
Address: 2916 S. Kentucky Ave
City/State/ZIPcode: Indianapolis, IN 46221
4. Telephone Number: 317-849-9666
5. Agent of Bidder (if applicable): Josh Dillon

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City Sidewalk Improvements 24-1
(Governmental Unit) in accordance with plans and specifications prepared by City of Fishers
and dated Nov 2023 for the sum of
Four Hundred Eighty Five Thousand Ninety Six Dollars & .50/100 CENTS \$ 485,096.50

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 16th day of Nov, 2023, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Fishers

Bidder (Firm) Howard Asphalt LLC DBA Howard Companies

Date (month, day, year): 11/16/2023

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
2,460,309.00	Paving	2022	City of Fishers
3,138,464.00	Paving	2022	Department of Public Works - City of Indianapolis
1,968,448.00	Paving	2022	Johnson County
1,160,784.00	Paving	2022	Zionsville Community Schools

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
6,163,385.00	Paving/Pipe	2023	Department of Public Works - City of Indianapolis
2,170,095.51	Paving	2023	City of Fishers
851,036.00	Paving	2023	City of Lebanon
895,565.00	Paving	2023	Town of Bargersville

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

See Attached Sheet

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Howard Companies possesses numerous assets allowing us to meet or exceed project schedules including:

(2) asphalt plants, over (60) Tri-axle dump trucks, (5) paving crews, (4) milling crews with both 7' and 4'

self-loading cold milling machine, (4) Concrete crews as well as striping, signage, and sealcoating crews.

Once awarded the project, Howard Companies will assign a project manager and superintendent to oversee construction

superintendent to oversee construction and maintain schedules. we will assemble a construction schedule that will meet deadlines.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

See Attached Sheet

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

None

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

See Attached Sheet

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Howard Companies will supply all materials for the project.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Indianapolis this 16th day of Nov, 2023

Howard Companies

(Name of Organization)

By

Chief Financial Officer

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Marion) ss

Before me, a Notary Public, personally appeared the above-named Sean Rizer and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 16th day of Nov, 2023.

[Signature]
Notary Public

My Commission Expires: 5/15/2030

County of Residence: Morgan



BID OF

Howard Companies

(Contractor)

2916 S Kentucky Ave

(Address)

Indianapolis, IN 46221

FOR

PUBLIC WORKS PROJECTS

OF

City Sidewalk Improvements 24-1

Filed Nov, 2023

Action taken



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Reference List

- City of Fishers
- City of Carmel
- Johnson County
- CBRE Inc
- CFH Enterprises LLC
- Cohron Manufactured Homes
- Cushman & Wakefield
- Kittle Properties
- Jones Lang Lasalle
- Platinum Properties Management Co. LLC
- Pulte Homes of Indiana
- Shiel Sexton Company
- Turner Construction Company
- D.R. Horton



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Subcontractor List

McCrite Milling	810 Industrial Blvd New Albany, IN 47150	Milling
DWD Company LLC	1401 S. Holt Road Indianapolis, IN 46241	Milling
Mamco	6200 E. Highway 62 Jeffersonville, IN 47130	Milling
All Around Concrete	PO Box 166 Monrovia, IN 46157	Concrete
CC&T Construction Co	5051 Prospect Street Indianapolis, IN 46203	Concrete
Sitecrete	404 W. Gimber Street Indianapolis, IN 46225	Concrete
Indiana Sign & Barricade	5240 E. 25 th Street Indianapolis, IN 46218	Signs and Barrels
Gridlock Traffic Systems Inc	6400 Massachusetts Ave Indianapolis, IN 46226	Signs and Barrels
Morphey Construction	1499 N. Sherman Drive Indianapolis, IN 46201	Traffic Loops
Poindexter Excavating Inc	10443 E. 56 th Street Indianapolis, IN 46235	Dirt Work
ALT & Witzig	4105 W. 99 th Street Carmel, IN 46032	Engineering & Testing
Protection Plus Inc	2345 S. Lyndhurst Drive Indianapolis, IN 46241	Traffic Control
Slussers Green Thumb Inc	125 Montgomery Street Logansport, IN 46947	Landscaping

PART 6
FINANCIAL STATEMENT

- 6.1 Attachment of Bidder's Indiana Revised Financial Form 96/financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to Owner must be specific enough in detail so that Owner can make a proper determination of the Bidder's capability for completing the Work if awarded. Information on Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Forms No. 96 and No. 102 (Contractor's Bid for Public Work).



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 11/16/2023

1. Governmental Unit (Owner): City of Fishers
2. County : Hamilton
3. Bidder (Firm): Howard Asphalt LLC dba Howard Companies
Address: 2916 S. Kentucky Ave
City/State/ZIPcode: Indianapolis, IN 46221
4. Telephone Number: 317-849-9666
5. Agent of Bidder (if applicable): Josh Dillon

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City Sidewalk Improvements 24-1
(Governmental Unit) in accordance with plans and specifications prepared by City of Fishers
and dated Nov 2023 for the sum of
Four Hundred Eighty Five Thousand Ninety Six Dollars & .50/100 CENTS \$ 485,096.50

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 16th day of Nov, 2023, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Fishers

Bidder (Firm) Howard Asphalt LLC DBA Howard Companies

Date (month, day, year): 11/16/2023

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
2,460,309.00	Paving	2022	City of Fishers
3,138,464.00	Paving	2022	Department of Public Works - City of Indianapolis
1,968,448.00	Paving	2022	Johnson County
1,160,784.00	Paving	2022	Zionsville Community Schools

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
6,163,385.00	Paving/Pipe	2023	Department of Public Works - City of Indianapolis
2,170,095.51	Paving	2023	City of Fishers
851,036.00	Paving	2023	City of Lebanon
895,565.00	Paving	2023	Town of Bargersville

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

See Attached Sheet

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Howard Companies possesses numerous assets allowing us to meet or exceed project schedules including:

(2) asphalt plants, over (60) Tri-axle dump trucks, (5) paving crews, (4) milling crews with both 7' and 4'

self-loading cold milling machine, (4) Concrete crews as well as striping, signage, and sealcoating crews.

Once awarded the project, Howard Companies will assign a project manager and superintendent to oversee construction

superintendent to oversee construction and maintain schedules. we will assemble a construction schedule that will meet deadlines.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

See Attached Sheet

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

None

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

See Attached Sheet

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Howard Companies will supply all materials for the project.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Indianapolis this 16th day of Nov, 2023

Howard Companies

(Name of Organization)

By

Chief Financial Officer

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Marion)

Before me, a Notary Public, personally appeared the above-named Sean Rizer and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 16th day of Nov, 2023.

[Signature]
Notary Public

My Commission Expires: 5/15/2030

County of Residence: Morgan



BID OF

Howard Companies

(Contractor)

2916 S Kentucky Ave

(Address)

Indianapolis, IN 46221

FOR

PUBLIC WORKS PROJECTS

OF

City Sidewalk Improvements 24-1

Filed Nov, 2023

Action taken _____



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Reference List

- City of Fishers
- City of Carmel
- Johnson County
- CBRE Inc
- CFH Enterprises LLC
- Cohron Manufactured Homes
- Cushman & Wakefield
- Kittle Properties
- Jones Lang Lasalle
- Platinum Properties Management Co. LLC
- Pulte Homes of Indiana
- Shiel Sexton Company
- Turner Construction Company
- D.R. Horton



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Subcontractor List

McCrite Milling	810 Industrial Blvd New Albany, IN 47150	Milling
DWD Company LLC	1401 S. Holt Road Indianapolis, IN 46241	Milling
Mamco	6200 E. Highway 62 Jeffersonville, IN 47130	Milling
All Around Concrete	PO Box 166 Monrovia, IN 46157	Concrete
CC&T Construction Co	5051 Prospect Street Indianapolis, IN 46203	Concrete
Sitecrete	404 W. Gimber Street Indianapolis, IN 46225	Concrete
Indiana Sign & Barricade	5240 E. 25 th Street Indianapolis, IN 46218	Signs and Barrels
Gridlock Traffic Systems Inc	6400 Massachusetts Ave Indianapolis, IN 46226	Signs and Barrels
Morphey Construction	1499 N. Sherman Drive Indianapolis, IN 46201	Traffic Loops
Poindexter Excavating Inc	10443 E. 56 th Street Indianapolis, IN 46235	Dirt Work
ALT & Witzig	4105 W. 99 th Street Carmel, IN 46032	Engineering & Testing
Protection Plus Inc	2345 S. Lyndhurst Drive Indianapolis, IN 46241	Traffic Control
Slussers Green Thumb Inc	125 Montgomery Street Logansport, IN 46947	Landscaping

Harding Group, LLC and Subsidiaries
Consolidated Financial Statements
Year Ended December 31, 2021



Independent Auditor's Report

**To the Members
Harding Group, LLC and Subsidiaries
Indianapolis, Indiana**

Opinion

We have audited the consolidated financial statements of Harding Group, LLC and Subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2021, and the related consolidated statements of operations, comprehensive income, members' equity and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements presents fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are issued or available to be issued.

RESOLUTION NO. R112823B

**A RESOLUTION OF THE CITY OF FISHERS BOARD
OF PUBLIC WORKS & SAFETY AWARDING
CITY SIDEWALK IMPROVEMENTS 24-1**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) desires to remove and reconstruct existing sidewalk to ADA standards within sections of: Windermere, Sunblest, Pleasantview, Sweet Briar, Sweet Briar North, Ridgefield, Britton Ridge, Brooks Chase Tanglewood, and Saxony subdivisions. (“Project”), all as more specifically described in the bid specifications, which are attached hereto and incorporated herein as Exhibit A.

WHEREAS, Fishers bid the Project in accordance with Ind. Code § 36-1-12-4, and received bid responses, which are attached hereto and incorporated herein as Exhibit B; and

WHEREAS, Fishers now desires to award the bid to the lowest responsible and responsive bidder and enter into an agreement for the Project (“Agreement”), which is attached hereto and incorporated herein as Exhibit C.

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

Section 1. The Board hereby awards the bid for the Project to Howard Companies, Inc., which is more particularly described in Exhibit B, attached hereto and incorporated herein.

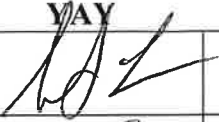
Section 2. The Board hereby approves the Agreement in substantially similar form as Exhibit C, attached hereto and incorporated herein.

Section 3. The Board hereby designates the Mayor or his designee to execute the bid, the Agreement, and any and all documents necessary to effectuate their intent.

Section 4. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by this City of Fishers Board of Public Works & Safety this 28th day of November 2023.

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

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  _____ DATE: 11/28/22

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

- Subdivisions:**
- Windermere
 - Sunblest
 - Brooks Chase
 - Pleasant View
 - Sweet Briar
 - Sweet Briar North
 - Britton Ridge
 - Ridgefield
 - Tanglewood
 - Saxony

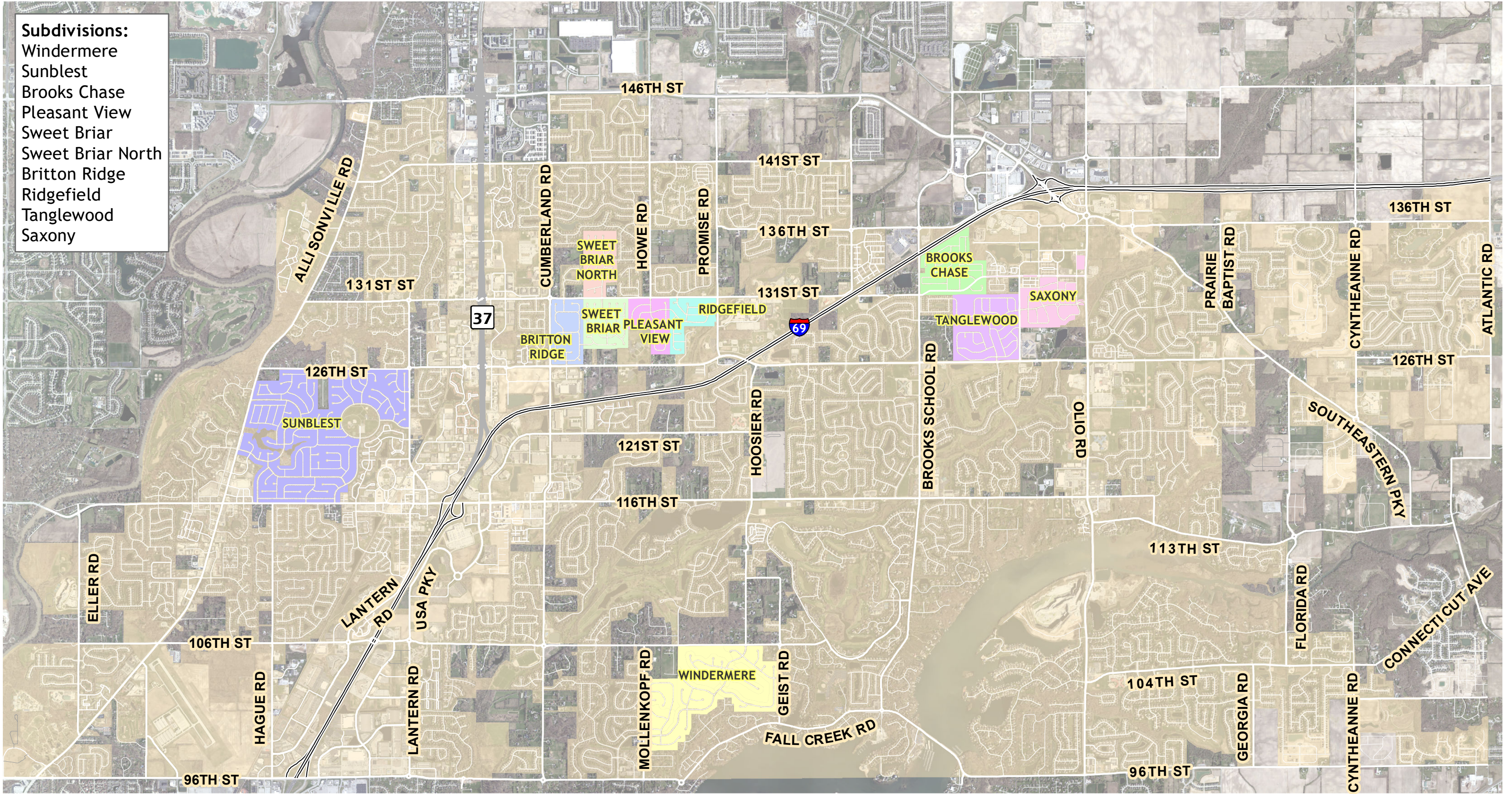


Exhibit A

City Sidewalk Improvements 24-1

Subdivision Overview



City of Fishers
BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS

Instructions To Bidders:

This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project: City Sidewalk Improvements 24-1

Proposal For: Howard Asphalt LLC DBA Howard Companies

Date: 11/16/2023 _____

To: **City of Fishers**
11565 Brooks School Rd
Fishers, Indiana 46038

A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Time indicated in the Agreement and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the required Performance and Payment Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

C. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

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

E. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions, if any, as provided in the General Conditions. Bidder accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and program incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with times, price and other terms and conditions of the Contract Documents.

F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

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

H. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

I. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

PART 2
BID PROPOSAL

2.1 **Base Bid**

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total Four Hundred Eighty Five Thousand Ninety Six Dollars & .50/100 CENTS _____ Dollars (\$ 485,096.50). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of Bid evaluation and Contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the Owner cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Agreement.

City Sidewalk Improvements 24-1 (#8803451)											
Owner: City of Fishers											
Solicitor: Fishers IN, City of											
11/16/2023 10:00 AM EST											
						Howard Companies, LLC		Edward & Jones Concrete Inc.		CC & T Construction	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Section 1 - City Sidewalk Improvements							\$485,096.50		\$681,456.00		\$691,720.00
	1	101	CONSTRUCTION ENGINEERING	LS	1	\$2,850.00	\$2,850.00	\$14,500.00	\$14,500.00	\$2,000.00	\$2,000.00
	2	102	MOBILIZATION AND DEMOBILIZATION	LS	1	\$5,632.50	\$5,632.50	\$32,500.00	\$32,500.00	\$20,000.00	\$20,000.00
	3	103	CLEARING OF THE RIGHT OF WAY	LS	1	\$4,450.00	\$4,450.00	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00
	4	104	CONSTRUCTION SIGN, A	EACH	30	\$125.00	\$3,750.00	\$225.00	\$6,750.00	\$400.00	\$12,000.00
	5	105	MAINTAINING TRAFFIC	LS	1	\$1,650.00	\$1,650.00	\$21,800.00	\$21,800.00	\$6,500.00	\$6,500.00
	6	106	CURB AND GUTTER, REMOVE	LFT	112	\$18.50	\$2,072.00	\$25.00	\$2,800.00	\$20.00	\$2,240.00
	7	107	SIDEWALK, CONCRETE, REMOVE	SYS	4803	\$18.00	\$86,454.00	\$32.00	\$153,696.00	\$25.00	\$120,075.00
	8	108	SIDEWALK, CONCRETE	SYS	4803	\$70.00	\$336,210.00	\$80.00	\$384,240.00	\$100.00	\$480,300.00
	9	109	CURB RAMP, CONCRETE	SYS	80	\$260.00	\$20,800.00	\$210.00	\$16,800.00	\$250.00	\$20,000.00
	10	110	CURB AND GUTTER, CONCRETE	LFT	60	\$40.00	\$2,400.00	\$65.00	\$3,900.00	\$40.00	\$2,400.00
	11	111	CURB AND GUTTER, ROLL CURB	LFT	112	\$33.50	\$3,752.00	\$65.00	\$7,280.00	\$35.00	\$3,920.00
	12	112	TRUNCATED DOMES, HOT DIPPED BLACK	SYS	12	\$464.00	\$5,568.00	\$410.00	\$4,920.00	\$450.00	\$5,400.00
	13	113	MULCHED SEEDING, TYPE U	SYS	2377	\$4.00	\$9,508.00	\$10.00	\$23,770.00	\$5.00	\$11,885.00
Base Bid Total:							\$485,096.50		\$681,456.00		\$691,720.00

PART 4
CONTRACT DOCUMENTS AND ADDENDA

Instructions to Bidders:

4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the Agreement and in the Standard General Conditions and incorporates such Contract Documents herein by reference.

4.2 The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____

PART 5
EXCEPTIONS

Instructions To Bidders:

5.1 The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.

5.2 Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.

5.3 Exceptions, if any:

N/A

PART 6
FINANCIAL STATEMENT

- 6.1 Attachment of Bidder's Indiana Revised Financial Form 96/financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to Owner must be specific enough in detail so that Owner can make a proper determination of the Bidder's capability for completing the Work if awarded. Information on Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Forms No. 96 and No. 102 (Contractor's Bid for Public Work).

PART 7
ADDITIONAL DECLARATIONS

- 7.1 Bidder certifies for itself and all its subcontractors compliance with all existing laws of the United States and the State of Indiana prohibiting the discrimination against any employee or applicant for employment or subcontract work in the performance of the Work contemplated by the Agreement with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment or subcontracting because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. The City of Fishers reserves the right to collect a penalty as provided in IC §5-16-6-1 for any person discriminated against.
- 7.2 The steel products furnished for this Project shall conform to the following Indiana Code Definitions and Agreement provisions:

I.C. § 5-16-8-1 Definitions:

“Steel products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

“United States” means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

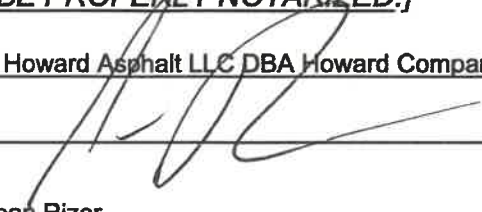
I.C. § 5-16-8-2 Public agency contract provisions; rules for determining reasonable pricing:

Sec. 2(a) Each public agency shall require that every contract for the construction, alteration, repair, improvement or maintenance of public works contain a provision that, if any steel products are to be used or supplied in the performance of the contract or subcontract, only steel products as defined by this chapter shall be used or supplied in the performance of the contract or any of the subcontractors unless the head of the public agency determines, in writing, that the cost of steel products is deemed to be unreasonable.

- 7.3 The Bidder certifies that he/she has thoroughly examined the site of the Project/Work and informed himself/herself fully regarding all conditions under which he/she will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. The Bidder further certifies that he/she has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.

PART 8
SIGNATURES

[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations Document. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Bidders Name: Howard Asphalt LLC DBA Howard Companies
Written Signature: 
Printed Name: Sean Rizer
Title: CFO

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
COUNTY OF Marion) SS:

Subscribed and sworn to before me this 16th day of November, 2023.
My commission expires: 05/15/2030
Residing in Morgan County, State of Indiana


Signature

Miranda Reed

Printed





AssuredPartners

10401 N. Meridian Street, Suite #300

Carmel, IN 46290

Phone: (317) 844-7759

Fax: 317-844-9910

November 13, 2023

Ms. Miranda Reed
Howard Asphalt, LLC d/b/a Howard Companies
2916 Kentucky Avenue
Indianapolis, IN 46221

Re:	Type of Bond:	Bid Bond
	Obligee:	City of Fishers
	Description:	City Sidewalk Improvements 24-1
	Bond Amount:	10%

Dear Miranda,

We are pleased to enclose the bond you requested. The bond issued was based upon the information you provided. We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the bond form attached is the form required and be sure to execute the bond with the proper signature and seal.

Thank you and please call me should you have any questions.

Sincerely,

AssuredPartners

Josephine G. McKinley

Enclosures

BID BOND
City of Fishers

Instructions To Bidders:

Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.

Surety Company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

BIDDER / CONTRACTOR	(Name and Address): Howard Asphalt, LLC d/b/a Howard Companies 2916 Kentucky Avenue, Indianapolis, IN 46221
SURETY	(Name and Address of Principal Place of Business): Continental Casualty Company 151 N. Franklin Street, Chicago, IL 60606
OWNER	City of Fishers Three Municipal Drive Fishers, Indiana 46038

BID

Bid Due Date: November 16, 2023

Project Description ("Project"): City Sidewalk Improvements 24-1

BOND

Bond Number: Bid Bond

Date: (Not earlier than Bid due date): November 16, 2023

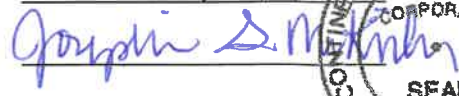
Penal Sum (10% of Bid Proposal): _____ \$ _____

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

"Contractor"

Company:	Howard Asphalt, LLC d/b/a Howard Companies
Signature:	
Printed:	<u>Sean Rizer</u>
Title:	<u>Chief Financial Officer</u>

"Surety"

Company:	Continental Casualty Company
By:	
Printed:	<u>Josephine G. McKinley, Attorney-in-Fact</u>
Counter-signed:	<u>N/A</u>



The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder. Surety is held and firmly bound unto Owner in the full and just sum equal to ten percent (10%) of the price stated in the Bid Proposal, including accepted alternates, if any, to be paid upon demand of the Owner, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this Bid Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, Payment and Maintenance Bonds and other documentation required by the Bidding Documents to be delivered prior to commence work, or
 - 3.2 All Bids are rejected by Owner, or
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Hamilton County, Indiana.
7. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
8. This Bond is intended to conform to all applicable statutory requirements of Ind. Code §36-1-12-4.5. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
9. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Josephine G. McKinley , Individually

of Indianapolis, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond

Principal: Howard Asphalt, LLC d/b/a Howard Companies

Obbligee: City of Fishers

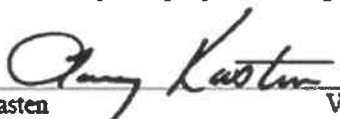
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of May, 2023.

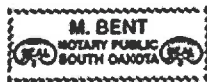


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of May, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

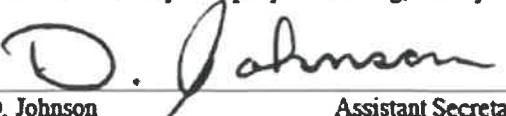

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 16th day of November, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Form F6853-4-2023

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies.

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

DATE: November 16, 2023

TO: City of Fishers

RE: CONTRACTOR: Howard Asphalt, LLC d/b/a Howard Companies

BID DATE: November 16, 2023

PROJECT: City Sidewalk Improvements 24-1

The purpose of this letter is to advise that should the captioned contractor be the successful bidder, and enter into a contract for the described work, Continental Casualty Company will provide appropriate Performance and Payment Bonds, subject to the terms and conditions of the bid of Howard Asphalt, LLC d/b/a Howard Companies.

SURETY COMPANY

Continental Casualty Company

By:



Signature Name Josephine G. McKinley

Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Josephine G. McKinley , Individually

of Indianapolis, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.:

Principal: Howard Asphalt, LLC d/b/a Howard Companies

Obligee: City of Fishers

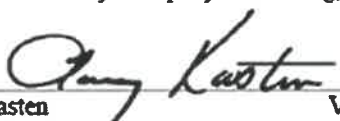
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of May, 2023.

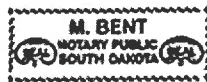


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of May, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

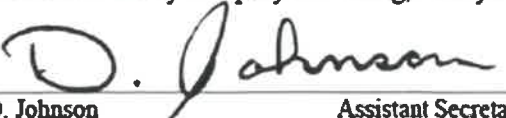

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 16th day of November, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Form F6853-4-2023

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies.

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

****email sean rizer for equipment and financials packet, he will provide document and password****
****srizer@howardcompanies.com****

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 11/16/2023

1. Governmental Unit (Owner): City of Fishers
2. County : Hamilton
3. Bidder (Firm): Howard Asphalt LLC dba Howard Companies
Address: 2916 S. Kentucky Ave
City/State/ZIPcode: Indianapolis, IN 46221
4. Telephone Number: 317-849-9666
5. Agent of Bidder (if applicable): Josh Dillon

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City Sidewalk Improvements 24-1

(Governmental Unit) in accordance with plans and specifications prepared by City of Fishers

_____ and dated Nov 2023 for the sum of
Four Hundred Eighty Five Thousand Ninety Six Dollars & .50/100 CENTS \$ 485,096.50

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 16th day of Nov, 2023, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Fishers

Bidder (Firm) Howard Asphalt LLC DBA Howard Companies

Date (month, day, year): 11/16/2023

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
2,460,309.00	Paving	2022	City of Fishers
3,138,464.00	Paving	2022	Department of Public Works - City of Indianapolis
1,968,448.00	Paving	2022	Johnson County
1,160,784.00	Paving	2022	Zionsville Community Schools

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
6,163,385.00	Paving/Pipe	2023	Department of Public Works - City of Indianapolis
2,170,095.51	Paving	2023	City of Fishers
851,036.00	Paving	2023	City of Lebanon
895,565.00	Paving	2023	Town of Bargersville

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

See Attached Sheet

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Howard Companies possesses numerous assets allowing us to meet or exceed project schedules including:

(2) asphalt plants, over (60) Tri-axle dump trucks, (5) paving crews, (4) milling crews with both 7' and 4'

self-loading cold milling machine, (4) Concrete crews as well as striping, signage, and sealcoating crews.

Once awarded the project, Howard Companies will assign a project manager and superintendent to oversee construction

superintendent to oversee construction and maintain schedules. we will assemble a construction schedule that will meet deadlines.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

See Attached Sheet

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

None

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

See Attached Sheet

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Howard Companies will supply all materials for the project.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Indianapolis this 16th day of Nov, 2023

Howard Companies

(Name of Organization)

By

Chief Financial Officer

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Marion) ss

Before me, a Notary Public, personally appeared the above-named Sean Rizer and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 16th day of Nov, 2023.

[Signature]
Notary Public

My Commission Expires: 5/15/2030

County of Residence: Morgan



BID OF

Howard Companies

(Contractor)

2916 S Kentucky Ave

(Address)

Indianapolis, IN 46221

FOR

PUBLIC WORKS PROJECTS

OF

City Sidewalk Improvements 24-1

Filed Nov, 2023

Action taken _____



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Reference List

- City of Fishers
- City of Carmel
- Johnson County
- CBRE Inc
- CFH Enterprises LLC
- Cohron Manufactured Homes
- Cushman & Wakefield
- Kittle Properties
- Jones Lang Lasalle
- Platinum Properties Management Co. LLC
- Pulte Homes of Indiana
- Shiel Sexton Company
- Turner Construction Company
- D.R. Horton



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Subcontractor List

McCrite Milling	810 Industrial Blvd New Albany, IN 47150	Milling
DWD Company LLC	1401 S. Holt Road Indianapolis, IN 46241	Milling
Mamco	6200 E. Highway 62 Jeffersonville, IN 47130	Milling
All Around Concrete	PO Box 166 Monrovia, IN 46157	Concrete
CC&T Construction Co	5051 Prospect Street Indianapolis, IN 46203	Concrete
Sitecrete	404 W. Gimber Street Indianapolis, IN 46225	Concrete
Indiana Sign & Barricade	5240 E. 25 th Street Indianapolis, IN 46218	Signs and Barrels
Gridlock Traffic Systems Inc	6400 Massachusetts Ave Indianapolis, IN 46226	Signs and Barrels
Morphey Construction	1499 N. Sherman Drive Indianapolis, IN 46201	Traffic Loops
Poindexter Excavating Inc	10443 E. 56 th Street Indianapolis, IN 46235	Dirt Work
ALT & Witzig	4105 W. 99 th Street Carmel, IN 46032	Engineering & Testing
Protection Plus Inc	2345 S. Lyndhurst Drive Indianapolis, IN 46241	Traffic Control
Slussers Green Thumb Inc	125 Montgomery Street Logansport, IN 46947	Landscaping

PART 6
FINANCIAL STATEMENT

- 6.1 Attachment of Bidder's Indiana Revised Financial Form 96/financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to Owner must be specific enough in detail so that Owner can make a proper determination of the Bidder's capability for completing the Work if awarded. Information on Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Forms No. 96 and No. 102 (Contractor's Bid for Public Work).



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 11/16/2023

1. Governmental Unit (Owner): City of Fishers
2. County : Hamilton
3. Bidder (Firm): Howard Asphalt LLC dba Howard Companies
Address: 2916 S. Kentucky Ave
City/State/ZIPcode: Indianapolis, IN 46221
4. Telephone Number: 317-849-9666
5. Agent of Bidder (if applicable): Josh Dillon

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City Sidewalk Improvements 24-1

(Governmental Unit) in accordance with plans and specifications prepared by City of Fishers

and dated Nov 2023 for the sum of
Four Hundred Eighty Five Thousand Ninety Six Dollars & .50/100 CENTS \$ 485,096.50

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 16th day of Nov, 2023, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Fishers

Bidder (Firm) Howard Asphalt LLC DBA Howard Companies

Date (month, day, year): 11/16/2023

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
2,460,309.00	Paving	2022	City of Fishers
3,138,464.00	Paving	2022	Department of Public Works - City of Indianapolis
1,968,448.00	Paving	2022	Johnson County
1,160,784.00	Paving	2022	Zionsville Community Schools

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
6,163,385.00	Paving/Pipe	2023	Department of Public Works - City of Indianapolis
2,170,095.51	Paving	2023	City of Fishers
851,036.00	Paving	2023	City of Lebanon
895,565.00	Paving	2023	Town of Bargersville

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

See Attached Sheet

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Howard Companies possesses numerous assets allowing us to meet or exceed project schedules including:

(2) asphalt plants, over (60) Tri-axle dump trucks, (5) paving crews, (4) milling crews with both 7' and 4'

self-loading cold milling machine, (4) Concrete crews as well as striping, signage, and sealcoating crews.

Once awarded the project, Howard Companies will assign a project manager and superintendent to oversee construction

superintendent to oversee construction and maintain schedules. we will assemble a construction schedule that will meet deadlines.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

See Attached Sheet

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

None

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

See Attached Sheet

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Howard Companies will supply all materials for the project.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Indianapolis this 16th day of Nov, 2023

Howard Companies

(Name of Organization)

By

Chief Financial Officer

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Marion) ss

Before me, a Notary Public, personally appeared the above-named Sean Rizer and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 16th day of Nov, 2023.

[Signature]
Notary Public

My Commission Expires: 5/15/2030

County of Residence: Morgan



BID OF

Howard Companies

(Contractor)

2916 S Kentucky Ave

(Address)

Indianapolis, IN 46221

FOR

PUBLIC WORKS PROJECTS

OF

City Sidewalk Improvements 24-1

Filed Nov, 2023

Action taken



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Reference List

- City of Fishers
- City of Carmel
- Johnson County
- CBRE Inc
- CFH Enterprises LLC
- Cohron Manufactured Homes
- Cushman & Wakefield
- Kittle Properties
- Jones Lang Lasalle
- Platinum Properties Management Co. LLC
- Pulte Homes of Indiana
- Shiel Sexton Company
- Turner Construction Company
- D.R. Horton



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Subcontractor List

McCrite Milling	810 Industrial Blvd New Albany, IN 47150	Milling
DWD Company LLC	1401 S. Holt Road Indianapolis, IN 46241	Milling
Mamco	6200 E. Highway 62 Jeffersonville, IN 47130	Milling
All Around Concrete	PO Box 166 Monrovia, IN 46157	Concrete
CC&T Construction Co	5051 Prospect Street Indianapolis, IN 46203	Concrete
Sitecrete	404 W. Gimber Street Indianapolis, IN 46225	Concrete
Indiana Sign & Barricade	5240 E. 25 th Street Indianapolis, IN 46218	Signs and Barrels
Gridlock Traffic Systems Inc	6400 Massachusetts Ave Indianapolis, IN 46226	Signs and Barrels
Morphey Construction	1499 N. Sherman Drive Indianapolis, IN 46201	Traffic Loops
Poindexter Excavating Inc	10443 E. 56 th Street Indianapolis, IN 46235	Dirt Work
ALT & Witzig	4105 W. 99 th Street Carmel, IN 46032	Engineering & Testing
Protection Plus Inc	2345 S. Lyndhurst Drive Indianapolis, IN 46241	Traffic Control
Slussers Green Thumb Inc	125 Montgomery Street Logansport, IN 46947	Landscaping

Harding Group, LLC and Subsidiaries
Consolidated Financial Statements
Year Ended December 31, 2021



Independent Auditor's Report

**To the Members
Harding Group, LLC and Subsidiaries
Indianapolis, Indiana**

Opinion

We have audited the consolidated financial statements of Harding Group, LLC and Subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2021, and the related consolidated statements of operations, comprehensive income, members' equity and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements presents fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are issued or available to be issued.

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

This Professional Services Agreements (“AGREEMENT”), is made and entered into this _____ day of _____, 2023 (“EFFECTIVE DATE”), by and between the City of Fishers, Hamilton County, Indiana (“OWNER”) and Burgess & Niple, 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 errors or omissions in its designs, drawings, specifications, reports, or any other services.
- 4.5 Acceptance by OWNER or approval by any governmental regulatory or funding agency of drawings, designs, specifications, reports, and incidental engineering work, services or materials furnished hereunder shall not in any way relieve ENGINEER of its liability to OWNER or others for negligent acts, errors, omissions, or other deficiencies in the performance of services. OWNER'S monitoring or acceptance of, or payment for, any of ENGINEER'S services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement by ENGINEER.
- 4.6 ENGINEER shall make all reasonable efforts to provide competent, capable, experience and suitably qualified personnel for the performance of all services. Any employee or representative of ENGINEER who, in the opinion of OWNER, does not perform its work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the written request of OWNER, be removed from performing any further services on behalf of OWNER.
- 4.7 ENGINEER shall provide to OWNER the key staff and subcontractors listed in "Attachment B" and shall make each person and subcontractor available to the Project for the duration of the Project. In the event any of the staff and subcontractors listed in "Attachment B" are not available to the Project, ENGINEER shall provide replacement personnel to the satisfaction of OWNER. OWNER may not unreasonably withhold its consent. A failure by ENGINEER to provide professional staff and subcontractors as required by the Article shall be considered a material breach of the Agreement.

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

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

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

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

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

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

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

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

ARTICLE 5

OWNER'S RESPONSIBILITIES

- 5.1 Except to the extent that such responsibilities are otherwise waived or assumed by ENGINEER, OWNER shall take reasonable steps to:
 - 5.1.1 Issue a written notice to proceed by February 1, 2023 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 & Disability	Statutory
B.	Employer's Liability	
	Bodily Injury Accident	\$100,000 Each accident
	Bodily Injury by Disease	\$500,000 Policy limit
	Bodily Injury by Disease	\$1,000,000 Each employee
C.	Commercial General Liability (Occurrence Basis) Bodily injury, personal injury, property damage, contractual liability, products completed operations.	
	General Aggregate Limit (Other Than Products/Completed Operations)	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Damage to Rented Premises	\$100,000 each occurrence
	Medical Expense Limit	\$5,000
D.	Comprehensive Auto Liability	\$1,000,000

(single Limit)
 (owned, hired & non-owned)
 Bodily injury & property damage \$1,000,000
 Each accident

E. Umbrella Excess Liability \$1,000,000
 Each occurrence
 And aggregate

F. Professional Liability \$1,000,000 per claim
 And aggregate

- 7.2.1 Professional liability coverage, if available to the engineering profession, shall be in effect from the effective date of this Agreement and shall remain in effect continuously until the applicable statute of limitations has run. (Coverage Period). Coverage also shall extend to employees who may retire, transfer or otherwise cease employment with ENGINEER during the Coverage Period.
- 7.2.2 Professional liability policies may be either claims made or per occurrence.
- 7.2.3 Deductible on professional liability policies may be either per claim or per occurrence.
- 7.2.4 Professional liability coverage shall only be limited by a maximum annual aggregate. There shall be no limits on the number of amount of claims made against a specific Project.
- 7.3 With the prior approval of OWNER, ENGINEER, may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.
- 7.4 Copies of all above insurance policies and Certificates of Insurance, naming the City of Fishers as an “additional insured” (C. through E. only), including proof of required Professional Liability Insurance, showing such coverage then in force (but not less than the amount shown above) shall be filed with OWNER prior to the effective date of this Agreement. These policies and Certificates shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days after written notice has been given to OWNER.
- 7.5 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of ENGINEER to the above enumerated amounts.
- 7.6 Regardless of the nature of the policy or whether the deductible is per claim or per occurrence, all deductibles shall be the responsibility of ENGINEER.

- 7.7 Notwithstanding any other provision of this Agreement, ENGINEER shall provide all insurance coverage required by the documents provided by OWNER.

ARTICLE 8

COMPENSATION TO ENGINEER

- 8.1 For the services described in this Agreement or in “Attachment A”, OWNER agrees to pay ENGINEER as per the provisions of “Attachment E”, unless modified by an amendment to this Agreement.
- 8.2 No payment request or statement made pursuant to this Article shall exceed the estimated amount in value of the work and services performed by ENGINEER under this Agreement, which estimates shall be prepared by ENGINEER and supplemented or accompanied by such supporting data as may be required by OWNER.
- 8.3 Payment request by ENGINEER shall be submitted no more often than bi-monthly. The payment request shall be accompanied by a signed voucher and such supporting data as may be required by OWNER.
- 8.4 OWNER shall have the right to withhold from payments due ENGINEER such sums as necessary to protect OWNER against any loss, claim or damage which may result from the negligence or unsatisfactory work by ENGINEER, failure by ENGINEER to perform its obligations and responsibilities under this Agreement or claims filed against ENGINEER or OWNER relating to ENGINEER’S services or work. OWNER shall provide ENGINEER written notification of its reason for so withholding payments. When the grounds or causes for such withholding are removed, payment shall be made for amounts withheld because of them.
- 8.6 OWNER shall pay ENGINEER for the professional services supported by invoices and documentation. OWNER will pay the amount of the invoice within ninety (90) days of OWNER’S acknowledgement that invoice and documentation are acceptable. OWNER will give ENGINEER written notice within five (5) working days or receipt of the invoice and documentation if the invoice or documentation is not acceptable. OWNER is the sole judge as to the acceptability of the invoices and documentation.
- 8.7 If, prior to the satisfactory completion of services under this Agreement, the total costs incurred by ENGINEER are within 25% of the maximum amount payable, ENGINEER shall notify OWNER in writing. ENGINEER shall cease all work when the total costs incurred equal 95% of the maximum amount payable. Work will not recommence until ENGINEER receives written notice from OWNER and an adjusted maximum amount payable has been negotiated, if in the sole judgment of OWNER, such an adjustment is required. The ENGINEER shall not be entitled to compensation for unauthorized work over the maximum amount payable. This section shall not apply when the method of compensation described in Section 8.1 is lump sum.

- 8.8 Upon satisfactory completion of all work and services to be performed hereunder, and prior to final payment under this Agreement for such series, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, ENGINEER shall execute and deliver to OWNER a release of all claims against OWNER arising under or by virtue of this Agreement. In all events, the making and acceptance of final payment shall be conclusive as to OWNERS'S performance of the Agreement and shall constitute a waiver of all claims by ENGINEER against OWNER.

ARTICLE 9

TERMINATION BY OWNER

- 9.1 If ENGINEER becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise materially violates or fails to perform any term, covenant or provision of this Agreement, ENGINEER shall be considered in default, and OWNER may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that ENGINEER shall be given: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of OWNERS'S intent to terminate; and (2) an opportunity for consultation with OWNER prior to termination, and a reasonable opportunity to cure the default. In determining the amount of final payment to be made to ENGINEER upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by OWNER to be incurred by reason of ENGINEER'S default.
- 9.2 This Agreement may be terminated in whole or in part in writing by OWNER for OWNER'S convenience; provided that ENGINEER is given: (1) not less than TEN (10) calendar days written notice (delivered certified mail, return receipt requested) of intention to terminate; and (2) an opportunity for consultation with OWNER prior to termination. If termination for convenience is affected 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 affected 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 Subsection 7.4, and
2. Latest date of execution by and required signatories

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

ARTICLE 35 **NOTICE TO PROCEED**

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

ARTICLE 36 **INTEGRATION**

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

ARTICLE 37

DEBARMENT 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.

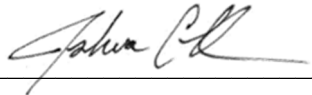
- B. If ENGINEER employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.
- C. ENGINEER shall, prior to performing 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”
BURGESS & NIPLE, INC.

“OWNER”
CITY OF FISHERS, INDIANA

By: 

Printed: Joshua Cook

Title: Vice President

By: Scott Fadness, Mayor

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.

ENGINEER:

Professional Services Rates Classifications / Employees	2023 Rate	2024 Rate	2025 Rate	2026 Rate
<u>PRINCIPALS</u> Average	306.02	321.32	337.39	354.26
<u>Project Managers</u> Average	270.59	284.12	298.33	313.24
<u>SENIOR ENGINEERS</u> Average	227.59	238.97	250.92	263.46
<u>ENGINEERS</u> Average	178.69	187.62	197.01	206.86
<u>JUNIOR ENGINEERS</u> Average	134.63	141.36	148.43	155.85
<u>DESIGN ENGINEER/STAFF ENGINEER</u> Average	130.00	136.50	143.33	150.49
<u>Senior Planner</u> Average	213.74	224.43	235.65	247.43
<u>Planner</u> Average	181.08	190.13	199.64	209.62
<u>SENIOR ENVIRONMENTALISTS</u> Average	200.87	210.91	221.46	232.53
<u>ENVIRONMENTALISTS</u> Average	124.34	130.56	137.08	143.94

<u>JUNIOR ENVIRONMENTALISTS</u>				
Average	101.00	106.05	111.35	116.92
<u>DESIGNERS/TECHNICIAN</u>				
Average	169.43	177.90	186.80	196.14
<u>SENIOR SURVEYOR</u>				
Average	240.91	252.96	265.60	278.88
<u>PROFESSIONAL SURVEYOR</u>				
Average	215.00	225.75	237.04	248.89
<u>2 PERSON SURVEY CREW</u>				
Average	190.00	199.50	209.48	219.95
<u>SURVEYOR</u>				
Average	161.85	169.94	178.44	187.36
<u>Construction Project Manager</u>				
Average	252.14	264.75	277.98	291.88
<u>Construction Licensed Engineer</u>				
Average	252.14	264.75	277.98	291.88
<u>Construction Non-Licensed Engineer</u>				
Average	164.21 188.94	172.42 198.39	181.04 208.31	190.09 218.72
<u>Construction Inspector</u>				
Average	126.17 145.17	132.48 152.43	139.10 160.05	146.06 168.05
<u>Public Involvement Specialist</u>				
Average	143.59	150.77	158.31	166.22
<u>DRAFTERS</u>				
Average	135.29	142.05	149.16	156.62
<u>CO-OPS</u>				
Average	79.87	83.86	88.06	92.46
<u>ADMINISTRATIVE</u>				
Average	115.83	121.62	127.70	134.09

**Includes rates for JQOL as subconsultant*

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 contact with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees though the E-Verify program if the E-Verify program no longer exists.

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

(Contractor):

Burgess & Niple, Inc.

By (Written Signature):

[Signature]

(Printed Name):

Joshua Cook

(Title):

Vice President

Important – Notary Signature Required in the Space Below

STATE OF INDIANA

SS:

COUNTY OF MARION

Subscribed and sworn to before me this 21st day of JUNE

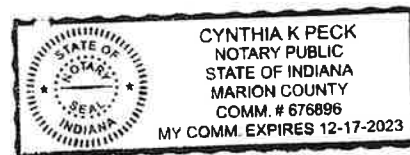
2013.

My commission expires: 12/17/2023

Residing in MARION

(Signed): [Signature]

County, State of INDIANA



RESOLUTION NO. R112823C

**RESOLUTION OF THE CITY OF FISHERS, INDIANA, BOARD OF PUBLIC WORKS
AND SAFETY APPROVING PROFESSIONAL SERVICES AGREEMENT FOR
ONCALL ENGINEERING SERVICES (BURGESS & NIPLE, INC.)**

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

WHEREAS, Burgess & Niple, Inc. (“Consultant”) has expressed an interest and willingness to provide services on an as-needed basis, as determined by the City’s Department of Engineering, in an amount not to exceed \$100,000;

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.

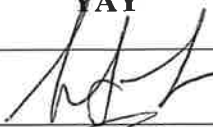
ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 28th day of November, 2023.

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

YAY

NAY

ABSTAIN

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

ATTEST:  DATE: 11/28/23
Kari Adriano, Board Clerk

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

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

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

This Professional Services Agreements (“AGREEMENT”), is made and entered into this _____ day of _____, 2023 (“EFFECTIVE DATE”), by and between the City of Fishers, Hamilton County, Indiana (“OWNER”) and Burgess & Niple, 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 errors or omissions in its designs, drawings, specifications, reports, or any other services.
- 4.5 Acceptance by OWNER or approval by any governmental regulatory or funding agency of drawings, designs, specifications, reports, and incidental engineering work, services or materials furnished hereunder shall not in any way relieve ENGINEER of its liability to OWNER or others for negligent acts, errors, omissions, or other deficiencies in the performance of services. OWNER'S monitoring or acceptance of, or payment for, any of ENGINEER'S services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement by ENGINEER.
- 4.6 ENGINEER shall make all reasonable efforts to provide competent, capable, experience and suitably qualified personnel for the performance of all services. Any employee or representative of ENGINEER who, in the opinion of OWNER, does not perform its work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the written request of OWNER, be removed from performing any further services on behalf of OWNER.
- 4.7 ENGINEER shall provide to OWNER the key staff and subcontractors listed in "Attachment B" and shall make each person and subcontractor available to the Project for the duration of the Project. In the event any of the staff and subcontractors listed in "Attachment B" are not available to the Project, ENGINEER shall provide replacement personnel to the satisfaction of OWNER. OWNER may not unreasonably withhold its consent. A failure by ENGINEER to provide professional staff and subcontractors as required by the Article shall be considered a material breach of the Agreement.

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

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

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

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

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

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

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

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

ARTICLE 5

OWNER'S RESPONSIBILITIES

- 5.1 Except to the extent that such responsibilities are otherwise waived or assumed by ENGINEER, OWNER shall take reasonable steps to:
 - 5.1.1 Issue a written notice to proceed by February 1, 2023 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 & Disability	Statutory
B.	Employer's Liability	
	Bodily Injury Accident	\$100,000 Each accident
	Bodily Injury by Disease	\$500,000 Policy limit
	Bodily Injury by Disease	\$1,000,000 Each employee
C.	Commercial General Liability (Occurrence Basis) Bodily injury, personal injury, property damage, contractual liability, products completed operations.	
	General Aggregate Limit (Other Than Products/Completed Operations)	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Damage to Rented Premises	\$100,000 each occurrence
	Medical Expense Limit	\$5,000
D.	Comprehensive Auto Liability	\$1,000,000

(single Limit)
 (owned, hired & non-owned)
 Bodily injury & property damage \$1,000,000
 Each accident

E. Umbrella Excess Liability \$1,000,000
 Each occurrence
 And aggregate

F. Professional Liability \$1,000,000 per claim
 And aggregate

- 7.2.1 Professional liability coverage, if available to the engineering profession, shall be in effect from the effective date of this Agreement and shall remain in effect continuously until the applicable statute of limitations has run. (Coverage Period). Coverage also shall extend to employees who may retire, transfer or otherwise cease employment with ENGINEER during the Coverage Period.
- 7.2.2 Professional liability policies may be either claims made or per occurrence.
- 7.2.3 Deductible on professional liability policies may be either per claim or per occurrence.
- 7.2.4 Professional liability coverage shall only be limited by a maximum annual aggregate. There shall be no limits on the number of amount of claims made against a specific Project.
- 7.3 With the prior approval of OWNER, ENGINEER, may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.
- 7.4 Copies of all above insurance policies and Certificates of Insurance, naming the City of Fishers as an “additional insured” (C. through E. only), including proof of required Professional Liability Insurance, showing such coverage then in force (but not less than the amount shown above) shall be filed with OWNER prior to the effective date of this Agreement. These policies and Certificates shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days after written notice has been given to OWNER.
- 7.5 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of ENGINEER to the above enumerated amounts.
- 7.6 Regardless of the nature of the policy or whether the deductible is per claim or per occurrence, all deductibles shall be the responsibility of ENGINEER.

- 7.7 Notwithstanding any other provision of this Agreement, ENGINEER shall provide all insurance coverage required by the documents provided by OWNER.

ARTICLE 8

COMPENSATION TO ENGINEER

- 8.1 For the services described in this Agreement or in “Attachment A”, OWNER agrees to pay ENGINEER as per the provisions of “Attachment E”, unless modified by an amendment to this Agreement.
- 8.2 No payment request or statement made pursuant to this Article shall exceed the estimated amount in value of the work and services performed by ENGINEER under this Agreement, which estimates shall be prepared by ENGINEER and supplemented or accompanied by such supporting data as may be required by OWNER.
- 8.3 Payment request by ENGINEER shall be submitted no more often than bi-monthly. The payment request shall be accompanied by a signed voucher and such supporting data as may be required by OWNER.
- 8.4 OWNER shall have the right to withhold from payments due ENGINEER such sums as necessary to protect OWNER against any loss, claim or damage which may result from the negligence or unsatisfactory work by ENGINEER, failure by ENGINEER to perform its obligations and responsibilities under this Agreement or claims filed against ENGINEER or OWNER relating to ENGINEER’S services or work. OWNER shall provide ENGINEER written notification of its reason for so withholding payments. When the grounds or causes for such withholding are removed, payment shall be made for amounts withheld because of them.
- 8.6 OWNER shall pay ENGINEER for the professional services supported by invoices and documentation. OWNER will pay the amount of the invoice within ninety (90) days of OWNER’S acknowledgement that invoice and documentation are acceptable. OWNER will give ENGINEER written notice within five (5) working days or receipt of the invoice and documentation if the invoice or documentation is not acceptable. OWNER is the sole judge as to the acceptability of the invoices and documentation.
- 8.7 If, prior to the satisfactory completion of services under this Agreement, the total costs incurred by ENGINEER are within 25% of the maximum amount payable, ENGINEER shall notify OWNER in writing. ENGINEER shall cease all work when the total costs incurred equal 95% of the maximum amount payable. Work will not recommence until ENGINEER receives written notice from OWNER and an adjusted maximum amount payable has been negotiated, if in the sole judgment of OWNER, such an adjustment is required. The ENGINEER shall not be entitled to compensation for unauthorized work over the maximum amount payable. This section shall not apply when the method of compensation described in Section 8.1 is lump sum.

- 8.8 Upon satisfactory completion of all work and services to be performed hereunder, and prior to final payment under this Agreement for such series, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, ENGINEER shall execute and deliver to OWNER a release of all claims against OWNER arising under or by virtue of this Agreement. In all events, the making and acceptance of final payment shall be conclusive as to OWNERS'S performance of the Agreement and shall constitute a waiver of all claims by ENGINEER against OWNER.

ARTICLE 9

TERMINATION BY OWNER

- 9.1 If ENGINEER becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise materially violates or fails to perform any term, covenant or provision of this Agreement, ENGINEER shall be considered in default, and OWNER may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that ENGINEER shall be given: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of OWNERS'S intent to terminate; and (2) an opportunity for consultation with OWNER prior to termination, and a reasonable opportunity to cure the default. In determining the amount of final payment to be made to ENGINEER upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by OWNER to be incurred by reason of ENGINEER'S default.
- 9.2 This Agreement may be terminated in whole or in part in writing by OWNER for OWNER'S convenience; provided that ENGINEER is given: (1) not less than TEN (10) calendar days written notice (delivered certified mail, return receipt requested) of intention to terminate; and (2) an opportunity for consultation with OWNER prior to termination. If termination for convenience is affected 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 affected 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 Subsection 7.4, and
2. Latest date of execution by and required signatories

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

ARTICLE 35 **NOTICE TO PROCEED**

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

ARTICLE 36 **INTEGRATION**

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

ARTICLE 37

DEBARMENT 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.

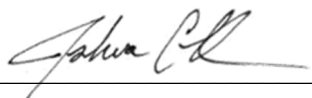
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date as follows:

“ENGINEER”

BURGESS & NIPLE, INC.

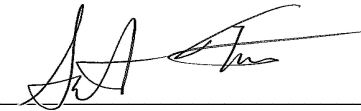
“OWNER”

CITY OF FISHERS, INDIANA

By: _____

Printed: Joshua Cook

Title: Vice President

By: _____

Scott Fadness, Mayor

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.

ENGINEER:

Professional Services Rates Classifications / Employees	2023 Rate	2024 Rate	2025 Rate	2026 Rate
<u>PRINCIPALS</u> Average	306.02	321.32	337.39	354.26
<u>Project Managers</u> Average	270.59	284.12	298.33	313.24
<u>SENIOR ENGINEERS</u> Average	227.59	238.97	250.92	263.46
<u>ENGINEERS</u> Average	178.69	187.62	197.01	206.86
<u>JUNIOR ENGINEERS</u> Average	134.63	141.36	148.43	155.85
<u>DESIGN ENGINEER/STAFF ENGINEER</u> Average	130.00	136.50	143.33	150.49
<u>Senior Planner</u> Average	213.74	224.43	235.65	247.43
<u>Planner</u> Average	181.08	190.13	199.64	209.62
<u>SENIOR ENVIRONMENTALISTS</u> Average	200.87	210.91	221.46	232.53
<u>ENVIRONMENTALISTS</u> Average	124.34	130.56	137.08	143.94

<u>JUNIOR ENVIRONMENTALISTS</u>				
Average	101.00	106.05	111.35	116.92
<u>DESIGNERS/TECHNICIAN</u>				
Average	169.43	177.90	186.80	196.14
<u>SENIOR SURVEYOR</u>				
Average	240.91	252.96	265.60	278.88
<u>PROFESSIONAL SURVEYOR</u>				
Average	215.00	225.75	237.04	248.89
<u>2 PERSON SURVEY CREW</u>				
Average	190.00	199.50	209.48	219.95
<u>SURVEYOR</u>				
Average	161.85	169.94	178.44	187.36
<u>Construction Project Manager</u>				
Average	252.14	264.75	277.98	291.88
<u>Construction Licensed Engineer</u>				
Average	252.14	264.75	277.98	291.88
<u>Construction Non-Licensed Engineer</u>				
Average	164.21 188.94	172.42 198.39	181.04 208.31	190.09 218.72
<u>Construction Inspector</u>				
Average	126.17 145.17	132.48 152.43	139.10 160.05	146.06 168.05
<u>Public Involvement Specialist</u>				
Average	143.59	150.77	158.31	166.22
<u>DRAFTERS</u>				
Average	135.29	142.05	149.16	156.62
<u>CO-OPS</u>				
Average	79.87	83.86	88.06	92.46
<u>ADMINISTRATIVE</u>				
Average	115.83	121.62	127.70	134.09

**Includes rates for JQOL as subconsultant*

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 contact with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees though the E-Verify program if the E-Verify program no longer exists.

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

(Contractor):

Burgess & Niple, Inc.

By (Written Signature):

[Signature]

(Printed Name):

Joshua Cook

(Title):

Vice President

Important – Notary Signature Required in the Space Below

STATE OF INDIANA

SS:

COUNTY OF MARION

Subscribed and sworn to before me this 21st day of JUNE

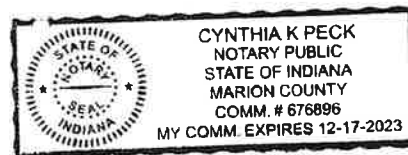
2013.

My commission expires: 12/17/2023

Residing in MARION

(Signed): Cynthia K Peck

County, State of INDIANA





Board Action Form

MEETING DATE	11/28/2023			
TITLE	Request for On-Call Contract with Burgess and Niple.			
SUBMITTED BY	Name & Title: Hatem Mekky Department: Engineering			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R112823C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	We will utilize Burgess & Niple on an as needed basis to design aspects of trail connectivity such as boardwalks, bridges, walls, and possibly right of way engineering when we are not able to do so.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	100,000
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve agreement with Burgess & Niple.
	2.	Deny agreement.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Design and construction will take place in fiscal year 2024	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Agreement	



Board Action Form

MEETING DATE	November 28 th , 2023			
TITLE	Request to Approve Resolution Amending Cross Section, Plans, Specifications R031423D			
SUBMITTED BY	Name & Title: Rich Bassett, Asset Manager Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R112823D	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

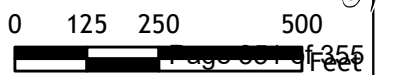
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	The City of Fishers is utilizing Barrett Law to improve and resurface the privately owned roadways of Parkside Drive, Publishers Drive, and Enterprise Drive. This resolution amends the cross section, plans, and specifications of preliminary resolution R031423D which was modified and confirmed by resolution R092623A on 9/26/23 by the Board of Public Works.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Construction cost and Engineering fees to be financed \$575,207
	Expenditure \$:	
	Source of Funds:	Bond
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve resolution R112823D
	2.	Deny resolution R112823D
	3.	Table request
	4.	
PROJECT TIMELINE	12 Months	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of Resolution 112823D	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Amended cross section, plans, general specifications - Exhibit A	



Parkside Dr, Publishers Dr, and Enterprise Dr

Legend

 Roadway Rehabilitation



RESOLUTION NO. R112823D

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY AMENDING CROSS-SECTION, GENERAL PLANS AND SPECIFICATIONS OF BARRETT EAST PROJECT ADOPTED IN RESOLUTION NO. R031423D

WHEREAS, Indiana Code §36-9-36-1 et seq. (the “Act”) allows the City of Fishers (“City”) to make certain improvements and assess the total costs of the improvements against property owners who will specially benefit from the improvements, all in accordance with certain procedures set forth in the Act;

WHEREAS, before the City can make an improvement utilizing the Act, the Board of Public Works & Safety (“Board”) must adopt (1) a preliminary resolution for the improvement, (2) the cross-sections, general plans, and specifications for the improvement and (3) an estimate of the cost of the improvement;

WHEREAS, the City’s Department of Engineering identified certain private roads that were in need of repair, including repairs to Publishers Drive, Parkside Drive and Enterprise Drive (“Barrett East”);

WHEREAS, on March 14, 2023, the Board adopted a certain preliminary resolution, Resolution No. R031423D (the “Preliminary Resolution”) in accordance with the Act, which among other things, adopted certain cross-sections, general plans, and specifications for the improvement;

WHEREAS, on September 26, 2023, the Board adopted Resolution No. R092623A, modifying and confirming Resolution No. R031423D;

WHEREAS, on September 26, 2023, the Board adopted Resolution No. R092623B, awarding a construction contract to Howard Companies, Inc. for Barrett East;

WHEREAS, in October 2023, Howard Companies, Inc. began site work and identified a more efficient and beneficial means and method of repairing the Barrett East roadways;

WHEREAS, the Board desires to amend the cross-sections, general plans and specifications originally adopted in Resolution No. R031423D to those shown in Exhibit A, attached hereto and incorporated herein;

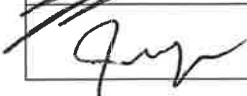
NOW THEREFORE, be it resolved by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1. The Board hereby amends the cross-sections, general plans and specifications adopted in Resolution No. R031423D for Barrett East as shown in Exhibit A.
- Section 2. The Maximum Price adopted in Resolution No. R092623A remains as \$575,207.00.

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

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 28th day of November, 2023.

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

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:  DATE: 11/28/23
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



Parkside Dr, Publishers Dr, and Enterprise Dr

Legend

 Roadway Rehabilitation

