



## **CITY OF FISHERS AGENDA**

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

**DATE:** 8/22/2023, 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
  - c. R082223G - Request to approve Temporary Easement, Highground Fishers I, LLC.
- 5. Resolution**
  - a. R082223 – Request to Approve Certain Agreements for EMS and Fire Protection Services for Fall Creek and Delaware Townships.
  - b. R082223A – Request to approve Professional Services Agreement for NPT Phase 2 Bridge over 96th Street.
  - c. R082223B – Request to approve Non-Profit Contribution Agreements.
  - d. R082223C – Request to approve a resolution amending the City of Fishers Traffic

#### Schedule

- e. R082223D – Request to approve resolution approving Fishers Wastewater Line Build Operate Transfer Agreement, Phase 2.
- f. R082223E – Request to approve agreement to dedicate private roadways - Barrett Law West.
- g. R082223F – Request to approve agreement to dedicate private roadways - Barrett Law East.
- h. R082223H – Resolution Dedication and Transferring Real Property to The Fishers Town Hall Building Corporation.

#### **6. Regular Items**

#### **7. Unfinished/New Business**

#### **8. Meeting Adjournment**





## CITY OF FISHERS AGENDA

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

**DATE:** 08/22/23

**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 Jason Meyer, Jeff Lantz and Scott Fadness were present.
- Staff present/Legal: Mekky Hatem, Steve Orusa, Ann Smith, Rich Bassett, Lindsey Bennett, Tracy Gaynor, Hatem Mekky, Jeremy Schmitt and Rich Bassett.
- Members of the Public: Larry Lannan & Steve Schultz
- Members of the public were able to submit comments to the Board via form submission. No public comments were submitted. [Public Comments](#)

#### 2. Announcements:

#### 3. Presentations: None

### CONSENT AGENDA

#### 4a. Request to review the previous meeting memoranda's: [Meeting Minutes 7-25-23](#) and [Meeting Minutes 08-08-23](#).

- Jeff Lantz made a motion to approve the [Meeting Minutes 7-25-23](#). Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- Jason Meyer made a motion to approve the [Meeting Minutes 08-08-23](#). Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

#### 4b. Request to approve the account payable register: [Accounts Payable 8-22-23](#).

#### 4c. **Ro82223G** - Request to approve Temporary Easement, Highground Fishers I, LLC. [Resolution](#) | [Exhibit A](#)

- Jeff Lantz made a motion to approve the remaining consent agenda. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

### RESOLUTION

#### 5. **Ro82223** – Request to Approve Certain Agreements for EMS and Fire Protection Services for Fall Creek and Delaware Townships.

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

- Ann Smith, Admin/Finance Manager, Fire Department, presented **Ro82223** to the board.
- Jeff Lantz made a motion to approve **Ro82223**. Scott Fadness seconded the motion. Jason Meyer abstained. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



6. **Ro82223A** – Request to approve Professional Services Agreement for NPT Phase 2 Bridge over 96th Street.  
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
  - Hatem Mekky, Director of Engineering, presented **Ro82223A** to the board.
  - Jason Meyer made a motion to approve **Ro82223A**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.
7. **Ro82223B** – Request to approve Non-Profit Contribution Agreements.  
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)
  - Lindsey Bennett, City Attorney, presented **Ro82223B** to the board.
  - Jeff Lantz made a motion to approve **Ro82223B**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.
8. **Ro82223C** – Request to approve a resolution amending the City of Fishers Traffic Schedule.  
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
  - Rich Bassett, Asset Manager, Engineering Department, presented **Ro82223C** to the board.
  - Jason Meyer made a motion to approve **Ro82223C**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.
9. **Ro82223D** – Request to approve resolution approving Fishers Wastewater Line Build Operate Transfer Agreement, Phase 2.  
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
  - Hatem Mekky, Engineering Director, presented **Ro82223D** to the board.
  - Jeff Lantz made a motion to approve **Ro82223D**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.
10. **Ro82223E** – Request to approve agreement to dedicate private roadways - Barrett Law West.  
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
  - Rich Bassett, Asset Manager, Engineering Department, presented **Ro82223E** to the board.
  - Jeff Lantz made a motion to table **Ro82223E**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.
11. **Ro82223F** – Request to approve agreement to dedicate private roadways - Barrett Law East.  
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
  - Rich Bassett, Asset Manager, Engineering Director, presented **Ro82223F** to the board.
  - Jeff Lantz made a motion to table **Ro82223F**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.



12. **Ro82223H** – Resolution Dedication and Transferring Real Property to The Fishers Town Hall Building Corporation.

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

- Lindsey Bennett, City Attorney, presented **Ro82223H** to the board.
- Jason Meyer made a motion to table **Ro82223H**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

#### REGULAR ITEMS

13. **Unfinished/New Business:**

14. **Meeting Adjournment**

- Jeff Lantz made a motion to adjourn the meeting. Jason Meyer seconded the motion.
- There was no remonstrance and the motion passed 3 in favor, 0 opposed.
- The meeting was adjourned at 9:17 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.

August 22, 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 72 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$2,168,771.41.

Dated this 22nd day of August 2023.

|                                                                                     |       |       |
|-------------------------------------------------------------------------------------|-------|-------|
|  | _____ | _____ |
|  | _____ | _____ |
|  | _____ | _____ |

Signatures of Governing Board

## A/P CASH DISBURSEMENTS JOURNAL

| CASH ACCOUNT: 99900000 10103 |            |      |      | FIB Health/Flex Account |           |                |                       |                            |           |           |  |
|------------------------------|------------|------|------|-------------------------|-----------|----------------|-----------------------|----------------------------|-----------|-----------|--|
| CHECK NO                     | CHK        | DATE | TYPE | VENDOR NAME             | VOUCHER   | INVOICE        | INV DATE              | PO                         | WARRANT   | NET       |  |
| 215                          | 08/10/2023 | EFT  | 3097 | Southeastern Indiana    | 75081     | 1318358CTYFIS  | 08/03/2023            |                            | 81023H    | 41,700.02 |  |
|                              |            |      |      |                         | 41,700.02 | 70400000 43100 | Professional Services |                            |           |           |  |
|                              |            |      |      |                         |           |                | CHECK                 | 215                        | TOTAL:    | 41,700.02 |  |
| 216                          | 08/10/2023 | EFT  | 1315 | Tx: Team Rehab Inc      | 75085     | 1785           | 07/31/2023            |                            | 81023H    | 8,835.00  |  |
|                              |            |      |      |                         | 8,835.00  | 70400000 43100 | Professional Services |                            |           |           |  |
|                              |            |      |      |                         |           |                | CHECK                 | 216                        | TOTAL:    | 8,835.00  |  |
| NUMBER OF CHECKS             |            |      |      |                         |           |                | 2                     | *** CASH ACCOUNT TOTAL *** |           | 50,535.02 |  |
| TOTAL EFT'S                  |            |      |      |                         |           |                | COUNT                 | AMOUNT                     |           |           |  |
|                              |            |      |      |                         |           |                | 2                     | 50,535.02                  |           |           |  |
|                              |            |      |      |                         |           |                | *** GRAND TOTAL ***   |                            | 50,535.02 |           |  |

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

|       |            |     |                         |                                      |                                                                                      |                                                                                    |              |          |
|-------|------------|-----|-------------------------|--------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------|----------|
| 32540 | 08/10/2023 | EFT | 3101 Ashley Owens Monk  | 75050<br>2,700.00                    | 0C76FD51-0037<br>10101014 43100                                                      | 07/16/2023 22300767<br>Professional Services                                       | 81023EP      | 2,700.00 |
|       |            |     |                         |                                      |                                                                                      | CHECK                                                                              | 32540 TOTAL: | 2,700.00 |
| 32541 | 08/10/2023 | EFT | 700 AT&T Mobility II, L | 74900<br>21.25                       | 287282926527x072023<br>10106050 43100                                                | 07/12/2023<br>Professional Services                                                | 81023EP      | 21.25    |
|       |            |     |                         |                                      |                                                                                      | CHECK                                                                              | 32541 TOTAL: | 21.25    |
| 32542 | 08/10/2023 | EFT | 700 AT&T Mobility II, L | 74901<br>396.12                      | 287299683950x071923<br>10106050 43100                                                | 07/11/2023<br>Professional Services                                                | 81023EP      | 396.12   |
|       |            |     |                         |                                      |                                                                                      | CHECK                                                                              | 32542 TOTAL: | 396.12   |
| 32543 | 08/10/2023 | EFT | 700 AT&T Mobility II, L | 74902<br>172.72                      | 287282927199x072023<br>10106050 43100                                                | 07/12/2023<br>Professional Services                                                | 81023EP      | 172.72   |
|       |            |     |                         |                                      |                                                                                      | CHECK                                                                              | 32543 TOTAL: | 172.72   |
| 32544 | 08/10/2023 | EFT | 700 AT&T Mobility II, L | 74903<br>2,138.07<br>769.78<br>49.74 | 287283895228x071523<br>10106050 43100<br>10106050 43100<br>10106050 42200            | 07/07/2023<br>Professional Services<br>Professional Services<br>Operating Supplies | 81023EP      | 2,957.59 |
|       |            |     |                         |                                      |                                                                                      | CHECK                                                                              | 32544 TOTAL: | 2,957.59 |
| 32545 | 08/10/2023 | EFT | 700 AT&T Mobility II, L | 74904<br>8,938.99                    | 287301827393x071923<br>10106050 43100                                                | 07/11/2023<br>Professional Services                                                | 81023EP      | 8,938.99 |
|       |            |     |                         |                                      |                                                                                      | CHECK                                                                              | 32545 TOTAL: | 8,938.99 |
| 32546 | 08/10/2023 | EFT | 700 AT&T Mobility II, L | 74905<br>93.72                       | 287303132695x071923<br>E 21223004 .PROFSE.<br>27055058 43100<br>93.72 21205058 43100 | 07/11/2023<br>Professional Services<br>Professional Services                       | 81023EP      | 187.44   |
|       |            |     |                         |                                      |                                                                                      | CHECK                                                                              | 32546 TOTAL: | 187.44   |
| 32547 | 08/10/2023 | EFT | 700 AT&T Mobility II, L | 74906<br>400.66                      | 287282942898x072023<br>10106050 43100                                                | 07/12/2023<br>Professional Services                                                | 81023EP      | 400.66   |

## A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

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|       |            |     |                         |             |                     |                       |          |         |         |           |
|-------|------------|-----|-------------------------|-------------|---------------------|-----------------------|----------|---------|---------|-----------|
|       |            |     |                         |             |                     |                       | CHECK    | 32547   | TOTAL:  | 400.66    |
| 32548 | 08/10/2023 | EFT | 700 AT&T Mobility       | II, L 74907 | 287282745434x072023 | 07/12/2023            |          |         | 81023EP | 172.72    |
|       |            |     |                         | 172.72      | 10106050 43100      | Professional Services |          |         |         |           |
|       |            |     |                         |             |                     |                       | CHECK    | 32548   | TOTAL:  | 172.72    |
| 32549 | 08/10/2023 | EFT | 700 AT&T Mobility       | II, L 74908 | 287288211554x071923 | 07/11/2023            |          |         | 81023EP | 6,169.37  |
|       |            |     |                         | 3,492.35    | 10106050 43100      | Professional Services |          |         |         |           |
|       |            |     |                         | 2,677.02    | 10106050 43100      | Professional Services |          |         |         |           |
|       |            |     |                         |             |                     |                       | CHECK    | 32549   | TOTAL:  | 6,169.37  |
| 32550 | 08/10/2023 | EFT | 700 AT&T Mobility       | II, L 74909 | 287286291889x071923 | 07/11/2023            |          |         | 81023EP | 4,155.10  |
|       |            |     |                         | 4,155.10    | 62606050 43100      | Professional Services |          |         |         |           |
|       |            |     |                         |             |                     |                       | CHECK    | 32550   | TOTAL:  | 4,155.10  |
| 32551 | 08/10/2023 | EFT | 700 AT&T Mobility       | II, L 74910 | 287283082376x072023 | 07/12/2023            | 22201114 | 81023EP |         | 26.12     |
|       |            |     |                         | 26.12       | 60606050 43100      | Professional Services |          |         |         |           |
|       |            |     |                         |             |                     |                       | CHECK    | 32551   | TOTAL:  | 26.12     |
| 32552 | 08/10/2023 | EFT | 621 Best Way of Indiana | 75033       | 088824              | 08/01/2023            | 22300167 | 81023EP |         | 49,581.14 |
|       |            |     |                         | 49,581.14   | 60609014 43151      | Sludge Removal        |          |         |         |           |
|       |            |     |                         | 75037       | 088834              | 08/01/2023            | 22300071 | 81023EP |         | 2,887.74  |
|       |            |     |                         | 2,887.74    | 62609014 43151      | Sludge Removal        |          |         |         |           |
|       |            |     |                         |             |                     |                       | CHECK    | 32552   | TOTAL:  | 52,468.88 |
| 32553 | 08/10/2023 | EFT | 3229 Howard Asphalt LLC | 75157       | Pay#05-23-1         | 08/08/2023            | 22300556 | 81023EP |         | 62,404.00 |
|       |            |     |                         | 921.80      |                     |                       |          |         |         |           |
|       |            |     |                         |             | E 40023001 .CONST . |                       |          |         |         |           |
|       |            |     |                         |             | 20104010 44200      | Infrastructure        |          |         |         |           |
|       |            |     |                         | 996.29      |                     |                       |          |         |         |           |
|       |            |     |                         |             | E 40023001 .CONST . |                       |          |         |         |           |
|       |            |     |                         |             | 20204010 44200      | Infrastructure        |          |         |         |           |
|       |            |     |                         | 996.29      |                     |                       |          |         |         |           |
|       |            |     |                         |             | E 40023001 .CONST . |                       |          |         |         |           |
|       |            |     |                         |             | 25904010 44200      | Infrastructure        |          |         |         |           |
|       |            |     |                         | 59,489.62   |                     |                       |          |         |         |           |
|       |            |     |                         |             | E 40023001 .GRANT . |                       |          |         |         |           |
|       |            |     |                         |             | 27054010 44920      | Capital Expenses      |          |         |         |           |

## A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

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|                      |                         |                    |                            |                       |              |           |
|----------------------|-------------------------|--------------------|----------------------------|-----------------------|--------------|-----------|
|                      |                         |                    |                            | CHECK                 | 32553 TOTAL: | 62,404.00 |
| 32554 08/10/2023 EFT | 3229 Howard Asphalt LLC | 75158<br>42,826.98 | Pay#01-23-3                | 08/08/2023 22300669   | 81023EP      | 85,653.96 |
|                      |                         |                    | E 40023004 .GRANT .        |                       |              |           |
|                      |                         | 547.60             | 27054010 44920             | Capital Expenses      |              |           |
|                      |                         |                    | E 40023004 .CONST .        |                       |              |           |
|                      |                         | 153.49             | 20104010 44200             | Infrastructure        |              |           |
|                      |                         |                    | E 40023004 .CONST .        |                       |              |           |
|                      |                         | 42,125.89          | 20204010 44200             | Infrastructure        |              |           |
|                      |                         |                    | E 40023004 .CONST .        |                       |              |           |
|                      |                         |                    | 25904010 44200             | Infrastructure        |              |           |
|                      |                         |                    |                            | CHECK                 | 32554 TOTAL: | 85,653.96 |
| 32555 08/10/2023 EFT | 478 Raymond Milks       | 75102<br>2,250.00  | 10007090<br>10107010 43100 | 06/13/2023 22300813   | 81023EP      | 2,250.00  |
|                      |                         |                    |                            | Professional Services |              |           |
|                      |                         | 75103<br>2,850.00  | 10007093<br>10107010 43100 | 07/04/2023 22300812   | 81023EP      | 2,850.00  |
|                      |                         |                    |                            | Professional Services |              |           |
|                      |                         | 75104<br>5,700.00  | 10007095<br>10107010 43100 | 07/15/2023 22300811   | 81023EP      | 5,700.00  |
|                      |                         |                    |                            | Professional Services |              |           |
|                      |                         | 75105<br>2,250.00  | 10007096<br>10107010 43100 | 07/17/2023 22300810   | 81023EP      | 2,250.00  |
|                      |                         |                    |                            | Professional Services |              |           |
|                      |                         | 75106<br>2,250.00  | 10007094<br>10107010 43100 | 07/11/2023 22300809   | 81023EP      | 2,250.00  |
|                      |                         |                    |                            | Professional Services |              |           |
|                      |                         | 75108<br>2,250.00  | 10007097<br>10107010 43100 | 07/17/2023 22300808   | 81023EP      | 2,250.00  |
|                      |                         |                    |                            | Professional Services |              |           |
|                      |                         | 75109<br>2,250.00  | 10007098<br>10107010 43100 | 07/17/2023 22300807   | 81023EP      | 2,250.00  |
|                      |                         |                    |                            | Professional Services |              |           |
|                      |                         |                    |                            | CHECK                 | 32555 TOTAL: | 19,800.00 |
| 32556 08/10/2023 EFT | 1808 Switch Offices LLC | 74941<br>911.48    | 264<br>47140000 43700      | 08/02/2023            | 81023EP      | 911.48    |
|                      |                         |                    |                            | Rental Expense        |              |           |
|                      |                         | 74953<br>293.75    | 262<br>47140000 43700      | 08/02/2023            | 81023EP      | 293.75    |
|                      |                         |                    |                            | Rental Expense        |              |           |



## 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                                       | 32556 TOTAL:                                         | 1,205.23  |
| 32557 | 08/10/2023 | EFT  | 2789 Verizon Communicatio | 74996 9940404213<br>963.14 10106050 43100   | 07/23/2023 22300286 81023EP<br>Professional Services | 963.14    |
|       |            |      |                           | 74997 9940437024<br>590.21 10106050 43100   | 07/23/2023 22300286 81023EP<br>Professional Services | 590.21    |
|       |            |      |                           | 74998 9940425754<br>180.06 10106050 43100   | 07/23/2023 22300286 81023EP<br>Professional Services | 1,200.40  |
|       |            |      |                           | 1,020.34 10106050 43100                     | Professional Services                                |           |
|       |            |      |                           | 74999 9940389665<br>205.11 10106050 43100   | 07/23/2023 22300286 81023EP<br>Professional Services | 205.11    |
|       |            |      |                           | 75000 9940382885<br>114.96                  | 07/23/2023 81023EP                                   | 634.82    |
|       |            |      |                           | E 21223003 .PROFSE.<br>27055058 43100       | Professional Services                                |           |
|       |            |      |                           | 38.32                                       |                                                      |           |
|       |            |      |                           | E 21223004 .PROFSE.<br>27055058 43100       | Professional Services                                |           |
|       |            |      |                           | 38.32                                       |                                                      |           |
|       |            |      |                           | E 51222001 .OPER .<br>27055058 43100        | Professional Services                                |           |
|       |            |      |                           | 443.22 21205058 43100                       | Professional Services                                |           |
|       |            |      |                           | 75002 9940330669<br>1,962.19 10106050 43100 | 07/23/2023 22300286 81023EP<br>Professional Services | 4,453.02  |
|       |            |      |                           | 2,490.83 10106050 43100                     | Professional Services                                |           |
|       |            |      |                           | 75003 9940342004<br>1,003.44 10106050 43100 | 07/23/2023 22300286 81023EP<br>Professional Services | 1,003.44  |
|       |            |      |                           | 75004 9940388165<br>1,811.20 62606050 43100 | 07/23/2023 81023EP<br>Professional Services          | 1,811.20  |
|       |            |      |                           | 75005 9940389620<br>1,978.48 60606050 43100 | 07/23/2023 22300286 81023EP<br>Professional Services | 1,978.48  |
|       |            |      |                           | CHECK                                       | 32557 TOTAL:                                         | 12,839.82 |
| 32558 | 08/10/2023 | PRTD | 4092 Fairglen II LLC      | 75080 P4-136th se-pb<br>3,957.00            | 08/02/2023 81023EP                                   | 19,785.00 |
|       |            |      |                           | E 40020005 .ROWLIE.<br>20204010 44200       | Infrastructure                                       |           |
|       |            |      |                           | 15,828.00                                   |                                                      |           |
|       |            |      |                           | E 40020005 .ROWL .<br>27044010 44200        | Infrastructure                                       |           |

CASH ACCOUNT: 99900000 10100 APCash

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

Report generated: 08/10/2023 11:03  
User: clarkc  
Program ID: apcshdsb

## 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    |
|----------|------------|------|-----------------------|---------------------|----------------|----------------------------|-------|---------------------|--------|
| 32561    | 08/11/2023 | MANL | 1759 State of Indiana | 75135               | 131195Jun'23   | 07/03/2023                 |       | WFD81123            | 780.00 |
|          |            |      |                       | 624.00              | 60601015 43100 | Professional Services      |       |                     |        |
|          |            |      |                       | 156.00              | 62601015 43100 | Professional Services      |       |                     |        |
|          |            |      |                       |                     |                | CHECK                      | 32561 | TOTAL:              | 780.00 |
|          |            |      |                       | NUMBER OF CHECKS    | 1              | *** CASH ACCOUNT TOTAL *** |       |                     | 780.00 |
|          |            |      |                       |                     |                | COUNT                      |       | AMOUNT              |        |
|          |            |      |                       | TOTAL MANUAL CHECKS |                | 1                          |       | 780.00              |        |
|          |            |      |                       |                     |                |                            |       | *** GRAND TOTAL *** | 780.00 |

## A/P CASH DISBURSEMENTS JOURNAL

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

|       |            |      |                           | VOUCHER    | INVOICE             | INV DATE              | PO       | WARRANT | NET        |
|-------|------------|------|---------------------------|------------|---------------------|-----------------------|----------|---------|------------|
| 32562 | 08/14/2023 | EFT  | 2441 BW Construction LLC  | 75064      | 2023075             | 07/31/2023            |          | 81423EP | 18,518.00  |
|       |            |      |                           | 18,518.00  | 44391011 43100      | Professional Services |          |         |            |
|       |            |      |                           |            |                     | CHECK                 | 32562    | TOTAL:  | 18,518.00  |
| 32563 | 08/14/2023 | EFT  | 1447 Hagerman Inc         | 75201      | Pay Application 13  | 07/13/2023            | 22201335 | 81423EP | 55,126.21  |
|       |            |      |                           | 55,126.21  | 10101011 44920      | Capital Expenses      |          |         |            |
|       |            |      |                           | 75202      | Pay Application 14  | 07/13/2023            | 22201335 | 81423EP | 170,557.21 |
|       |            |      |                           | 170,557.21 | 10101011 44920      | Capital Expenses      |          |         |            |
|       |            |      |                           | 75207      | 12BAL               | 07/13/2023            | 22201335 | 81423EP | 36.00      |
|       |            |      |                           | 36.00      | 10101011 44920      | Capital Expenses      |          |         |            |
|       |            |      |                           |            |                     | CHECK                 | 32563    | TOTAL:  | 225,719.42 |
| 32564 | 08/14/2023 | EFT  | 3512 List Biotherapeutics | 75013      | 007                 | 08/01/2023            |          | 81423EP | 117,300.52 |
|       |            |      |                           | 117,300.52 | 47140000 44920      | Capital Expenses      |          |         |            |
|       |            |      |                           |            |                     | CHECK                 | 32564    | TOTAL:  | 117,300.52 |
| 32565 | 08/14/2023 | EFT  | 2789 Verizon Communicatio | 74995      | 9940374241          | 07/23/2023            | 22300286 | 81423EP | 524.96     |
|       |            |      |                           | 524.96     | 10106050 43100      | Professional Services |          |         |            |
|       |            |      |                           |            |                     | CHECK                 | 32565    | TOTAL:  | 524.96     |
| 32566 | 08/14/2023 | PRTD | 4093 Fairglen III LLC     | 75083      | P9-136th se-pb      | 07/14/2023            |          | 81423EP | 68,500.00  |
|       |            |      |                           | 13,700.00  |                     |                       |          |         |            |
|       |            |      |                           |            | E 40020005 .ROWLIE. |                       |          |         |            |
|       |            |      |                           | 54,800.00  | 20204010 44200      | Infrastructure        |          |         |            |
|       |            |      |                           |            | E 40020005 .ROWL    |                       |          |         |            |
|       |            |      |                           |            | 27044010 44200      | Infrastructure        |          |         |            |
|       |            |      |                           |            |                     | CHECK                 | 32566    | TOTAL:  | 68,500.00  |
| 32567 | 08/14/2023 | PRTD | 4091 Glenarbor Inc        | 75079      | P3-136th se-pb      | 07/14/2023            |          | 81423EP | 113,150.00 |
|       |            |      |                           | 22,630.00  |                     |                       |          |         |            |
|       |            |      |                           |            | E 40020005 .ROWLIE. |                       |          |         |            |
|       |            |      |                           | 90,520.00  | 20204010 44200      | Infrastructure        |          |         |            |
|       |            |      |                           |            | E 40020005 .ROWL    |                       |          |         |            |
|       |            |      |                           |            | 27044010 44200      | Infrastructure        |          |         |            |
|       |            |      |                           |            |                     | CHECK                 | 32567    | TOTAL:  | 113,150.00 |

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS      6                      \*\*\* CASH ACCOUNT TOTAL \*\*\*                      543,712.90

|                      | COUNT | AMOUNT     |
|----------------------|-------|------------|
| TOTAL PRINTED CHECKS | 2     | 181,650.00 |
| TOTAL EFT'S          | 4     | 362,062.90 |

\*\*\* GRAND TOTAL \*\*\*                      543,712.90

## A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

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32568 08/15/2023 MANL 364 Cinergy Corp

75347 910148743158  
 828.78 21205058 43100

08/11/2023  
 Professional Services

815duke

828.78

CHECK 32568 TOTAL:

828.78

NUMBER OF CHECKS 1

\*\*\* CASH ACCOUNT TOTAL \*\*\*

828.78

TOTAL MANUAL CHECKS

| COUNT | AMOUNT |
|-------|--------|
| 1     | 828.78 |

\*\*\* GRAND TOTAL \*\*\*

828.78

## A/P CASH DISBURSEMENTS JOURNAL

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

| CHECK NO | CHK DATE   | TYPE | VENDOR NAME              | VOUCHER              | INVOICE        | INV DATE                   | PO        | WARRANT | NET       |
|----------|------------|------|--------------------------|----------------------|----------------|----------------------------|-----------|---------|-----------|
| 32569    | 08/16/2023 | EFT  | 4082 Metronet Systems Ho | 75238                | 8-4-2023       | 08/04/2023                 | 22300777  | 81623EP | 900.00    |
|          |            |      |                          | 900.00               | 10106050 43100 | Professional Services      |           |         |           |
|          |            |      |                          |                      |                | CHECK                      | 32569     | TOTAL:  | 900.00    |
| 32570    | 08/16/2023 | PRTD | 1243 Fall Creek Township | 75457                | 71841          | 08/15/2023                 | 22201330  | 81623EP | 33,320.00 |
|          |            |      |                          | 33,320.00            | 20100000 43100 | Professional Services      |           |         |           |
|          |            |      |                          |                      |                | CHECK                      | 32570     | TOTAL:  | 33,320.00 |
|          |            |      |                          | NUMBER OF CHECKS     | 2              | *** CASH ACCOUNT TOTAL *** |           |         | 34,220.00 |
|          |            |      |                          |                      |                | COUNT                      | AMOUNT    |         |           |
|          |            |      |                          | TOTAL PRINTED CHECKS |                | 1                          | 33,320.00 |         |           |
|          |            |      |                          | TOTAL EFT'S          |                | 1                          | 900.00    |         |           |
|          |            |      |                          |                      |                | *** GRAND TOTAL ***        |           |         | 34,220.00 |

CASH ACCOUNT: 99900000 10100 APCash

| CHECK NO | CHK DATE | TYPE | VENDOR NAME |
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Report generated: 08/17/2023 10:00  
User: clarkc  
Program ID: apcshdsb



## A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

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| 646.86   | 10108015 | 43200 | Comms And Transportation |
| 417.96   | 10108013 | 43200 | Comms And Transportation |
| 8.55     | 10108015 | 43200 | Comms And Transportation |
| 417.96   | 10108013 | 43200 | Comms And Transportation |
| 400.00   | 10108015 | 43200 | Comms And Transportation |
| 850.00   | 10108013 | 43200 | Comms And Transportation |
| 150.35   | 10108015 | 43200 | Comms And Transportation |
| -150.35  | 10108015 | 43200 | Comms And Transportation |
| 135.76   | 10108015 | 42200 | operating Supplies       |
| 2,000.00 | 10108015 | 43200 | Comms And Transportation |
| 10.00    | 10108011 | 43200 | Comms And Transportation |
| 60.84    | 10108011 | 42200 | operating Supplies       |
| 125.32   | 10108011 | 42200 | operating Supplies       |
| 126.73   | 10108011 | 42200 | operating Supplies       |
| 43.94    | 10108011 | 43200 | Comms And Transportation |
| 41.06    | 10108011 | 43200 | Comms And Transportation |
| 137.85   | 10108011 | 43200 | Comms And Transportation |
| 30.42    | 10108011 | 43200 | Comms And Transportation |
| 43.48    | 10108011 | 43200 | Comms And Transportation |
| 197.50   | 10108015 | 42200 | operating Supplies       |
| 3,185.00 | 10308011 | 43100 | Professional Services    |
| 40.00    | 10108015 | 43100 | Professional Services    |
| 308.00   | 10108011 | 43100 | Professional Services    |
| 254.15   | 10108013 | 43100 | Professional Services    |
| 405.82   | 10108013 | 43100 | Professional Services    |
| 271.79   | 10108011 | 43200 | Comms And Transportation |
| 40.00    | 10108015 | 42200 | operating Supplies       |
| 155.00   | 10108015 | 42200 | operating Supplies       |
| 234.35   | 10108015 | 42200 | operating Supplies       |
| 566.17   | 10108015 | 42200 | operating Supplies       |
| 507.44   | 10108015 | 43200 | Comms And Transportation |
| 374.92   | 10108015 | 42200 | operating Supplies       |
| 102.29   | 10108013 | 42200 | operating Supplies       |
| 101.77   | 10108013 | 42200 | operating Supplies       |
| 404.00   | 10108013 | 43100 | Professional Services    |
| 100.00   | 10108013 | 43100 | Professional Services    |
| 49.13    | 10108013 | 42200 | operating Supplies       |
| 1,319.06 | 10108013 | 43100 | Professional Services    |
| 1,997.00 | 10108013 | 42200 | operating Supplies       |
| 103.92   | 10108015 | 42200 | operating Supplies       |
| 131.72   | 10108015 | 42200 | operating Supplies       |
| 72.17    | 10108015 | 42200 | operating Supplies       |
| 177.36   | 10108012 | 42200 | operating Supplies       |
| 315.00   | 10108012 | 42200 | operating Supplies       |
| 128.88   | 10108012 | 42200 | operating Supplies       |
| 63.99    | 10108012 | 42200 | operating Supplies       |
| 278.59   | 10108015 | 42200 | operating Supplies       |
| 34.32    | 10108012 | 42200 | operating Supplies       |
| 54.99    | 10108012 | 42200 | operating Supplies       |
| 228.20   | 10108015 | 42200 | operating Supplies       |
| 259.70   | 10108012 | 42200 | operating Supplies       |
| 56.52    | 10108012 | 42200 | operating Supplies       |

## A/P CASH DISBURSEMENTS JOURNAL

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

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|-------|------------|------|------|--------------|----------|-------------|-------|--------------------------|-------|--------------|-----------|
|       |            |      |      |              | 188.24   | 10108012    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 1,000.00 | 10108015    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 34.34    | 10108012    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 121.58   | 10108012    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | CHECK    |             |       |                          |       | 32571 TOTAL: | 35,408.90 |
| 32572 | 08/17/2023 | MANL | 2452 | Regions Bank | 75389    | 723CC-DPW   |       | 07/31/2023               | 723CC |              | 27,575.39 |
|       |            |      |      |              | 3,618.61 | 60609014    | 43500 | Utility Services         |       |              |           |
|       |            |      |      |              | 2,367.96 | 10109013    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 1,962.38 | 20109011    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 754.00   | 20109011    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 1,777.62 | 10109013    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 481.47   | 10109013    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 708.47   | 60609014    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 252.16   | 60609014    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 832.24   | 60609014    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 75.76    | 10109012    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 1,122.40 | 10109012    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 36.71    | 20109011    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 436.11   | 20109011    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 487.28   | 20109011    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 195.00   | 10109013    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 6.15     | 10109012    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 195.00   | 10109013    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 340.73   | 20109011    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 3,596.74 | 10109012    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 122.95   | 10109012    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 1,085.23 | 10109012    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 212.26   | 10109012    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 125.00   | 10109012    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 432.96   | 10109012    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 25.00    | 10109012    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 25.00    | 10109012    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 282.61   | 20109011    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 131.32   | 10109012    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 131.32   | 10109012    | 43100 | Professional Services    |       |              |           |
|       |            |      |      |              | 450.00   | 60609014    | 43200 | Comms And Transportation |       |              |           |
|       |            |      |      |              | 35.00    | 60609014    | 43200 | Comms And Transportation |       |              |           |
|       |            |      |      |              | 470.00   | 60609014    | 43200 | Comms And Transportation |       |              |           |
|       |            |      |      |              | 4,370.00 | 62609014    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 135.00   | 62609014    | 43200 | Comms And Transportation |       |              |           |
|       |            |      |      |              | 135.00   | 62609014    | 43200 | Comms And Transportation |       |              |           |
|       |            |      |      |              | 159.95   | 62609014    | 43200 | Comms And Transportation |       |              |           |
|       |            |      |      |              | CHECK    |             |       |                          |       | 32572 TOTAL: | 27,575.39 |
| 32573 | 08/17/2023 | MANL | 2452 | Regions Bank | 75383    | 723CC-Admin |       | 07/31/2023               | 723CC |              | 14,369.01 |
|       |            |      |      |              | 83.12    | 10101015    | 42200 | Operating Supplies       |       |              |           |
|       |            |      |      |              | 75.58    | 10101015    | 42200 | Operating Supplies       |       |              |           |

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| 90.19    | 10101015 | 42200 | Operating Supplies    |
| 99.43    | 10101015 | 42200 | Operating Supplies    |
| 98.71    | 10101011 | 42200 | Operating Supplies    |
| 1,400.00 | 10101011 | 43100 | Professional Services |
| 838.14   | 10101011 | 43100 | Professional Services |
| 466.52   | 10101011 | 42200 | Operating Supplies    |
| 98.92    | 10101011 | 42200 | Operating Supplies    |
| 13.59    | 10101011 | 42200 | Operating Supplies    |
| 26.36    | 10101011 | 42200 | Operating Supplies    |
| 191.68   | 10101011 | 43100 | Professional Services |
| 170.16   | 10101011 | 43100 | Professional Services |
| 23.48    | 10101011 | 42200 | Operating Supplies    |
| 82.39    | 10101011 | 42200 | Operating Supplies    |
| 35.08    | 10101011 | 42200 | Operating Supplies    |
| 34.08    | 10101011 | 42200 | Operating Supplies    |
| 341.70   | 10101011 | 42200 | Operating Supplies    |
| 538.21   | 10101011 | 43100 | Professional Services |
| 285.58   | 10101011 | 42200 | Operating Supplies    |
| 115.78   | 10101011 | 43100 | Professional Services |
| 115.78   | 10101011 | 43100 | Professional Services |
| 33.97    | 10101011 | 42200 | Operating Supplies    |
| 40.65    | 10101011 | 42200 | Operating Supplies    |
| 103.33   | 10101011 | 42200 | Operating Supplies    |
| 49.22    | 10101017 | 42200 | Operating Supplies    |
| 64.19    | 10101017 | 42200 | Operating Supplies    |
| 180.00   | 10101017 | 42200 | Operating Supplies    |
| 26.74    | 10101017 | 42200 | Operating Supplies    |
| 409.00   | 10101017 | 42200 | Operating Supplies    |
| 173.00   | 10101017 | 42200 | Operating Supplies    |
| 50.00    | 10101017 | 42200 | Operating Supplies    |
| 50.00    | 10101017 | 42200 | Operating Supplies    |
| 87.26    | 10101011 | 42200 | Operating Supplies    |
| 15.00    | 10101011 | 43100 | Professional Services |
| 81.24    | 10101011 | 42200 | Operating Supplies    |
| 38.99    | 10101011 | 43100 | Professional Services |
| 28.00    | 10101011 | 43100 | Professional Services |
| 76.30    | 10101011 | 42200 | Operating Supplies    |
| 42.91    | 10101011 | 42200 | Operating Supplies    |
| 39.34    | 10101011 | 42200 | Operating Supplies    |
| 80.68    | 10101011 | 42200 | Operating Supplies    |
| 53.80    | 10101011 | 42200 | Operating Supplies    |
| 303.40   | 10101011 | 43100 | Professional Services |
| 47.72    | 10101011 | 43100 | Professional Services |
| 43.12    | 10101011 | 43100 | Professional Services |
| 51.60    | 10101011 | 42200 | Operating Supplies    |
| 111.24   | 10101011 | 42200 | Operating Supplies    |
| 40.55    | 10101011 | 42200 | Operating Supplies    |
| 81.16    | 10107010 | 42200 | Operating Supplies    |
| 39.96    | 10107010 | 42200 | Operating Supplies    |
| 2,672.09 | 60601016 | 43100 | Professional Services |
| 2,672.09 | 62601016 | 43100 | Professional Services |
| 14.12    | 10101016 | 42200 | Operating Supplies    |

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

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|       |            |      |      |              | 9.99     | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 61.43    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 15.00    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 15.00    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | .09      | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | .13      | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 15.00    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 15.00    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 15.64    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 549.00   | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 24.14    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 21.87    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | .06      | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 21.67    | 10101016         | 42200 | Operating Supplies    |          |        |           |  |
|       |            |      |      |              | 25.00    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 32.94    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 34.47    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 212.93   | 10101016         | 42200 | Operating Supplies    |          |        |           |  |
|       |            |      |      |              | 25.93    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 10.13    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 35.00    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 9.69     | 10101016         | 42200 | Operating Supplies    |          |        |           |  |
|       |            |      |      |              | 13.88    | 10101016         | 42200 | Operating Supplies    |          |        |           |  |
|       |            |      |      |              | 49.87    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 95.00    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 35.00    | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              |          |                  |       | CHECK                 | 32573    | TOTAL: | 14,369.01 |  |
| 32574 | 08/17/2023 | MANL | 2452 | Regions Bank | 75384    | 723CC-Admin      |       | 07/31/2023            | 22300796 | 723CC  | 4,864.98  |  |
|       |            |      |      |              | 4,864.98 | 10101016         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              |          |                  |       | CHECK                 | 32574    | TOTAL: | 4,864.98  |  |
| 32575 | 08/17/2023 | MANL | 2452 | Regions Bank | 75396    | 723CC-Recreation |       | 07/31/2023            |          | 723CC  | 15,938.27 |  |
|       |            |      |      |              | 1,354.99 | 10107010         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 54.94    | 10107010         | 42200 | Operating Supplies    |          |        |           |  |
|       |            |      |      |              | 119.09   | 10107010         | 42200 | Operating Supplies    |          |        |           |  |
|       |            |      |      |              | 164.82   | 10107010         | 42200 | Operating Supplies    |          |        |           |  |
|       |            |      |      |              | 196.00   | 10107010         | 42200 | Operating Supplies    |          |        |           |  |
|       |            |      |      |              | 310.00   | 10107010         | 42200 | Operating Supplies    |          |        |           |  |
|       |            |      |      |              | 49.16    |                  |       |                       |          |        |           |  |
|       |            |      |      |              |          | E 70023002       | .OPER | .                     |          |        |           |  |
|       |            |      |      |              |          | 10107010         | 42200 | Operating Supplies    |          |        |           |  |
|       |            |      |      |              | 179.90   |                  |       |                       |          |        |           |  |
|       |            |      |      |              |          | E 70023002       | .OPER | .                     |          |        |           |  |
|       |            |      |      |              |          | 10107010         | 43100 | Professional Services |          |        |           |  |
|       |            |      |      |              | 33.15    | 10107010         | 42200 | Operating Supplies    |          |        |           |  |
|       |            |      |      |              | 50.83    | 10107010         | 42200 | Operating Supplies    |          |        |           |  |
|       |            |      |      |              | 1,120.00 | 10107010         | 43100 | Professional Services |          |        |           |  |

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|         |                    |   |                       |  |  |
|---------|--------------------|---|-----------------------|--|--|
| 25.00   | E 70023002 .OPER . | . |                       |  |  |
|         | 10107010 43100     |   | Professional Services |  |  |
| 11.50   | E 70023002 .OPER . | . |                       |  |  |
|         | 10107010 42200     |   | Operating Supplies    |  |  |
| 85.02   | 10107010 42200     |   | Operating Supplies    |  |  |
| 35.00   | E 70023002 .OPER . | . |                       |  |  |
|         | 10107010 43100     |   | Professional Services |  |  |
| 780.00  | 10107010 43100     |   | Professional Services |  |  |
| 49.40   | E 70023002 .OPER . | . |                       |  |  |
|         | 10107010 42200     |   | Operating Supplies    |  |  |
| 217.21  | 10107010 42200     |   | Operating Supplies    |  |  |
| 13.28   | 10107010 42200     |   | Operating Supplies    |  |  |
| 50.00   | 10107010 42200     |   | Operating Supplies    |  |  |
| 65.11   | 10107010 42200     |   | Operating Supplies    |  |  |
| 138.00  | 10107010 42200     |   | Operating Supplies    |  |  |
| -75.00  | E 70023002 .OPER . | . |                       |  |  |
|         | 10107010 43100     |   | Professional Services |  |  |
| 14.18   | 10107010 42200     |   | Operating Supplies    |  |  |
| -14.21  | 10107010 42200     |   | Operating Supplies    |  |  |
| 50.00   | E 70023001 .OPER . | . |                       |  |  |
|         | 10107010 42200     |   | Operating Supplies    |  |  |
| 24.26   | 10107010 42200     |   | Operating Supplies    |  |  |
| 62.50   | 10107010 42200     |   | Operating Supplies    |  |  |
| -164.94 | 10107010 42200     |   | Operating Supplies    |  |  |
| 164.94  | 10107010 42200     |   | Operating Supplies    |  |  |
| 2.75    | 10107010 43100     |   | Professional Services |  |  |
| 125.51  | 10107010 42200     |   | Operating Supplies    |  |  |
| 76.89   | E 70023002 .OPER . | . |                       |  |  |
|         | 10107010 42200     |   | Operating Supplies    |  |  |
| 10.95   | E 70023002 .OPER . | . |                       |  |  |
|         | 10107010 42200     |   | Operating Supplies    |  |  |
| 5.49    | E 70023002 .OPER . | . |                       |  |  |
|         | 10107010 42200     |   | Operating Supplies    |  |  |
| -62.50  | 10107010 42200     |   | Operating Supplies    |  |  |
| 42.55   | E 70023002 .OPER . | . |                       |  |  |
|         | 10107010 42200     |   | Operating Supplies    |  |  |
| 13.90   | E 70023002 .OPER . | . |                       |  |  |
|         | 10107010 42200     |   | Operating Supplies    |  |  |
| 103.55  | 10107010 42200     |   | Operating Supplies    |  |  |
| 21.99   | 10107010 42200     |   | Operating Supplies    |  |  |
| 54.00   |                    |   |                       |  |  |

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|          |                    |   |                          |
|----------|--------------------|---|--------------------------|
|          | E 70023002 .OPER . | . |                          |
|          | 10107010 42200     |   | Operating Supplies       |
| 145.57   | 10107010 42200     |   | operating Supplies       |
| 112.77   | 10107010 42200     |   | operating Supplies       |
| 1,170.00 |                    |   |                          |
|          | E 70023001 .OPER . | . |                          |
|          | 10107010 42200     |   | Operating Supplies       |
| 13.92    | 10107010 42200     |   | operating Supplies       |
| 4.02     | 10107010 42200     |   | operating Supplies       |
| 613.20   | 10107010 42200     |   | operating Supplies       |
| 6.41     |                    |   |                          |
|          | E 70023002 .OPER . | . |                          |
|          | 10107010 42200     |   | Operating Supplies       |
| 9.58     |                    |   |                          |
|          | E 70023002 .OPER . | . |                          |
|          | 10107010 42200     |   | Operating Supplies       |
| 370.00   | 10107010 43100     |   | Professional Services    |
| 34.21    | 10107010 42200     |   | operating Supplies       |
| 35.00    |                    |   |                          |
|          | E 70023002 .OPER . | . |                          |
|          | 10107010 43100     |   | Professional Services    |
| 15.99    | 10107010 43100     |   | Professional Services    |
| 4.50     | 10107010 43100     |   | Professional Services    |
| 356.00   | 10107010 43100     |   | Professional Services    |
| 484.63   | 10107010 42200     |   | Operating Supplies       |
| 31.35    | 10107010 42200     |   | operating Supplies       |
| 115.95   | 10107010 42200     |   | operating Supplies       |
| 1.00     | 10107010 43100     |   | Professional Services    |
| 466.37   | 10107010 42200     |   | operating Supplies       |
| 2.00     | 10107010 43100     |   | Professional Services    |
| 5.00     | 10107010 43100     |   | Professional Services    |
| 99.00    | 10107010 43100     |   | Professional Services    |
| 149.82   |                    |   |                          |
|          | E 70023002 .OPER . | . |                          |
|          | 10107010 42200     |   | Operating Supplies       |
| 62.29    | 10107010 42200     |   | operating Supplies       |
| 80.66    | 10107010 42200     |   | operating Supplies       |
| 35.23    | 10107010 42200     |   | operating Supplies       |
| 15.00    | 10107010 42200     |   | operating Supplies       |
| 59.30    | 10107010 42200     |   | operating Supplies       |
| 213.55   | 10107010 42200     |   | operating Supplies       |
| 62.24    | 10107010 42200     |   | operating Supplies       |
| 96.30    | 10107010 42200     |   | operating Supplies       |
| 53.50    | 10107010 42200     |   | operating Supplies       |
| -96.30   | 10107010 42200     |   | operating Supplies       |
| 51.78    | 10107010 42200     |   | operating Supplies       |
| 84.37    | 10107010 42200     |   | operating Supplies       |
| 64.17    | 10107010 43200     |   | Comms And Transportation |
| 48.40    | 10107010 42200     |   | operating Supplies       |
| 43.76    | 10107010 42200     |   | operating Supplies       |
| 1,545.00 | 10107010 43100     |   | Professional Services    |
| 669.50   |                    |   |                          |

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|--------|--------------------|---|-----------------------|
|        | E 70023004 .Supp . | . |                       |
|        | 10107010 42200     |   | Operating Supplies    |
| 309.00 | 10107010 43100     |   | Professional Services |
| 360.50 | 10107010 43100     |   | Professional Services |
| 70.21  |                    |   |                       |
|        | E 70023004 .Supp . | . |                       |
|        | 10107010 42200     |   | Operating Supplies    |
| 31.00  |                    |   |                       |
|        | E 70023004 .Supp . | . |                       |
|        | 10107010 42200     |   | Operating Supplies    |
| 168.42 |                    |   |                       |
|        | E 70023004 .Supp . | . |                       |
|        | 10107010 42200     |   | Operating Supplies    |
| 109.99 |                    |   |                       |
|        | E 70023004 .Supp . | . |                       |
|        | 10107010 42200     |   | Operating Supplies    |
| 508.42 | 10107010 42200     |   | Operating Supplies    |
| 11.00  | 10107010 42200     |   | Operating Supplies    |
| 14.10  | 10107010 42200     |   | Operating Supplies    |
| 35.14  |                    |   |                       |
|        | E 70023004 .Supp . | . |                       |
|        | 10107010 42200     |   | Operating Supplies    |
| 88.82  | 10107010 42200     |   | Operating Supplies    |
| 62.16  |                    |   |                       |
|        | E 70023004 .Supp . | . |                       |
|        | 10107010 42200     |   | Operating Supplies    |
| 104.98 |                    |   |                       |
|        | E 70023004 .Supp . | . |                       |
|        | 10107010 42200     |   | Operating Supplies    |
| 91.75  | 10107010 42200     |   | Operating Supplies    |
| 85.44  | 10107010 42200     |   | Operating Supplies    |
| 520.00 | 10107010 42200     |   | Operating Supplies    |
| 51.64  | 10107010 42200     |   | Operating Supplies    |
| 230.00 | 10107010 43100     |   | Professional Services |
| 49.19  | 10107010 42200     |   | Operating Supplies    |
| 69.45  | 10107010 42200     |   | Operating Supplies    |
| 23.53  | 10107010 42200     |   | Operating Supplies    |
| 39.02  | 10107010 42200     |   | Operating Supplies    |
| 10.26  | 10107010 42200     |   | Operating Supplies    |

CHECK 32575 TOTAL: 15,938.27

32576 08/17/2023 MANL 2452 Regions Bank

|          |                |            |       |                          |
|----------|----------------|------------|-------|--------------------------|
| 75392    | 723CC-Fire     | 07/31/2023 | 723CC |                          |
| 2,372.00 | 10105013 42200 |            |       | Operating Supplies       |
| 566.12   | 10105014 43100 |            |       | Professional Services    |
| 21.00    | 10105012 42200 |            |       | Operating Supplies       |
| 172.58   | 10105012 43200 |            |       | Comms And Transportation |
| 160.00   | 10105012 43200 |            |       | Comms And Transportation |
| 108.00   | 21205058 43200 |            |       | Comms And Transportation |
| 29.99    | 10105011 43100 |            |       | Professional Services    |
| 351.78   | 10105012 42200 |            |       | Operating Supplies       |

14,269.15

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|          |          |       |                          |
|----------|----------|-------|--------------------------|
| 86.77    | 10105016 | 42200 | Operating Supplies       |
| 4,840.50 | 10105015 | 42200 | Operating Supplies       |
| 14.99    | 10105011 | 43100 | Professional Services    |
| 59.28    | 10105011 | 42200 | Operating Supplies       |
| 4.00     | 10105011 | 43100 | Professional Services    |
| 38.56    | 10105011 | 42200 | Operating Supplies       |
| 22.43    | 10105011 | 42200 | Operating Supplies       |
| 280.00   | 10105011 | 43200 | Comms And Transportation |
| 280.00   | 10105011 | 43200 | Comms And Transportation |
| 52.00    | 10105011 | 42200 | Operating Supplies       |
| 280.00   | 10105011 | 43200 | Comms And Transportation |
| 280.00   | 10105011 | 43200 | Comms And Transportation |
| 5.13     | 10105016 | 42200 | Operating Supplies       |
| 99.92    | 10105013 | 42200 | Operating Supplies       |
| 505.03   | 10105013 | 42200 | Operating Supplies       |
| 135.10   | 10105013 | 42200 | Operating Supplies       |
| 172.00   | 10105011 | 43100 | Professional Services    |
| 115.85   | 10105011 | 43100 | Professional Services    |
| 172.00   | 10105011 | 43100 | Professional Services    |
| -172.00  | 10105011 | 43100 | Professional Services    |
| -172.00  | 10105011 | 43100 | Professional Services    |
| 39.96    | 10105013 | 42200 | Operating Supplies       |
| .99      | 21205058 | 43100 | Professional Services    |
| 560.00   | 21205058 | 43100 | Professional Services    |
| 6.00     | 21205058 | 43100 | Professional Services    |
| 142.50   | 21205058 | 43200 | Comms And Transportation |
| 6.00     | 21205058 | 42200 | Operating Supplies       |
| 39.90    | 21205058 | 42200 | Operating Supplies       |
| 73.25    | 21205058 | 42200 | Operating Supplies       |
| 79.80    | 21205058 | 42200 | Operating Supplies       |
| 24.99    | 21205058 | 42200 | Operating Supplies       |
| 10.48    | 21205058 | 42200 | Operating Supplies       |
| 114.00   | 21205058 | 43200 | Comms And Transportation |
| 711.87   | 21205058 | 43200 | Comms And Transportation |
| 36.00    | 21205058 | 43200 | Comms And Transportation |
| 711.87   | 21205058 | 43200 | Comms And Transportation |
| 711.87   | 21205058 | 43200 | Comms And Transportation |
| 118.96   | 21205058 | 42200 | Operating Supplies       |
| 30.38    | 21205058 | 42200 | Operating Supplies       |
| 144.31   | 21205058 | 42200 | Operating Supplies       |
| 39.00    | 21205058 | 42200 | Operating Supplies       |
| 85.99    | 21205058 | 42200 | Operating Supplies       |
| -300.00  | 10103011 | 43100 | Professional Services    |

CHECK 32576 TOTAL: 14,269.15

32577 08/17/2023 MANL 2452 Regions Bank

 75395 723CC-IT  
 26.44 10106050 43200  
 45.49 10106050 43200  
 51.74 10106050 43200  
 17.73 10106050 43200

 07/31/2023 723CC 13,673.49  
 Comms And Transportation  
 Comms And Transportation  
 Comms And Transportation  
 Comms And Transportation



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|          |          |       |                          |
|----------|----------|-------|--------------------------|
| 2,295.00 | 10106050 | 43200 | Comms And Transportation |
| -400.00  | 10106050 | 43200 | Comms And Transportation |
| 5.25     | 10106050 | 43200 | Comms And Transportation |
| 8.75     | 10106050 | 43200 | Comms And Transportation |
| 1,422.05 | 10106050 | 43100 | Professional Services    |
| 24.05    | 10106050 | 43200 | Comms And Transportation |
| 29.96    | 10106050 | 43200 | Comms And Transportation |
| 30.00    | 10106050 | 43200 | Comms And Transportation |
| 30.00    | 10106050 | 43200 | Comms And Transportation |
| 27.68    | 10106050 | 43100 | Professional Services    |
| -72.50   | 10106050 | 43200 | Comms And Transportation |
| 45.00    | 10106050 | 43200 | Comms And Transportation |
| 2,412.24 | 10106050 | 43200 | Comms And Transportation |
| 53.29    | 10106050 | 43100 | Professional Services    |
| 439.96   | 10106050 | 43100 | Professional Services    |
| 9.99     | 10106050 | 43100 | Professional Services    |
| -887.95  | 10106050 | 43200 | Comms And Transportation |
| 64.73    | 10106050 | 42200 | operating Supplies       |
| 60.96    | 10106050 | 43200 | Comms And Transportation |
| 35.00    | 10106050 | 43200 | Comms And Transportation |
| 408.21   | 10106050 | 43100 | Professional Services    |
| 35.00    | 10106050 | 43200 | Comms And Transportation |
| 24.94    | 10106050 | 43200 | Comms And Transportation |
| 217.52   | 10106050 | 43200 | Comms And Transportation |
| 625.16   | 10106050 | 43200 | Comms And Transportation |
| 75.25    | 10106050 | 43200 | Comms And Transportation |
| 2,175.58 | 10106050 | 43200 | Comms And Transportation |
| 30.00    | 10106050 | 43200 | Comms And Transportation |
| 2.50     | 10106050 | 43100 | Professional Services    |
| -.03     | 10106050 | 43200 | Comms And Transportation |
| 30.00    | 10106050 | 43200 | Comms And Transportation |
| 81.00    | 10106050 | 43200 | Comms And Transportation |
| 119.90   | 10106050 | 43100 | Professional Services    |
| 296.25   | 10106050 | 43100 | Professional Services    |
| 126.30   | 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    |
| 164.90   | 21205058 | 43100 | Professional Services    |
| 268.26   | 10106050 | 43100 | Professional Services    |
| 210.00   | 10106050 | 43100 | Professional Services    |
| 84.98    | 10106050 | 43100 | Professional Services    |
| 84.98    | 10106050 | 43100 | Professional Services    |
| 84.98    | 10106050 | 43100 | Professional Services    |
| 84.98    | 10106050 | 43100 | Professional Services    |
| 84.98    | 10106050 | 43100 | Professional Services    |
| 213.95   | 10106050 | 43100 | Professional Services    |
| 119.90   | 10106050 | 43100 | Professional Services    |
| 126.30   | 10106050 | 43100 | Professional Services    |
| 289.85   | 10106050 | 43100 | Professional Services    |
| 179.85   | 10106050 | 43100 | Professional Services    |

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|-------|------------|------|------|--------------|-----------|------------------|-------|--------------------------|----------------|-----------|
|       |            |      |      |              | 167.64    | 10106050         | 43100 | Professional Services    |                |           |
|       |            |      |      |              | 84.90     | 10106050         | 43100 | Professional Services    |                |           |
|       |            |      |      |              | 148.85    | 10106050         | 43100 | Professional Services    |                |           |
|       |            |      |      |              | 286.85    | 10106050         | 43100 | Professional Services    |                |           |
|       |            |      |      |              |           |                  |       | CHECK                    | 32577 TOTAL:   | 13,673.49 |
| 32578 | 08/17/2023 | MANL | 2452 | Regions Bank | 75386     | 723CC-BSG        |       | 07/31/2023               | 22300709 723CC | 11,988.00 |
|       |            |      |      |              | 11,988.00 | 10101012         | 43100 | Professional Services    |                |           |
|       |            |      |      |              |           |                  |       | CHECK                    | 32578 TOTAL:   | 11,988.00 |
| 32579 | 08/17/2023 | MANL | 2452 | Regions Bank | 75385     | 723CC-BSG        |       | 07/31/2023               | 723CC          | 1,071.58  |
|       |            |      |      |              | 9.60      | 10101012         | 42200 | Operating Supplies       |                |           |
|       |            |      |      |              | 87.74     | 10101012         | 42200 | Operating Supplies       |                |           |
|       |            |      |      |              | 38.03     | 10101012         | 42200 | Operating Supplies       |                |           |
|       |            |      |      |              | 283.52    | 10101012         | 42200 | Operating Supplies       |                |           |
|       |            |      |      |              | 198.13    | 10101012         | 42200 | Operating Supplies       |                |           |
|       |            |      |      |              | 334.68    | 10101012         | 42200 | Operating Supplies       |                |           |
|       |            |      |      |              | 119.88    | 10101012         | 43100 | Professional Services    |                |           |
|       |            |      |      |              |           |                  |       | CHECK                    | 32579 TOTAL:   | 1,071.58  |
| 32580 | 08/17/2023 | MANL | 2452 | Regions Bank | 75390     | 723CC-EconDev    |       | 07/31/2023               | 723CC          | 4,007.27  |
|       |            |      |      |              | 143.56    | 10101014         | 42200 | Operating Supplies       |                |           |
|       |            |      |      |              | 126.21    | 10101014         | 42200 | Operating Supplies       |                |           |
|       |            |      |      |              | 3,737.50  | 10101014         | 43100 | Professional Services    |                |           |
|       |            |      |      |              |           |                  |       | CHECK                    | 32580 TOTAL:   | 4,007.27  |
| 32581 | 08/17/2023 | MANL | 2452 | Regions Bank | 75394     | 723CC-HealthDept |       | 07/31/2023               | 723CC          | 3,934.77  |
|       |            |      |      |              | 70.59     | 21205058         | 42200 | Operating Supplies       |                |           |
|       |            |      |      |              | 37.31     | 27055058         | 43200 | Comms And Transportation |                |           |
|       |            |      |      |              | 502.89    | 27055058         | 43200 | Comms And Transportation |                |           |
|       |            |      |      |              | 925.00    | 27055058         | 43200 | Comms And Transportation |                |           |
|       |            |      |      |              | 950.00    | 27055058         | 43200 | Comms And Transportation |                |           |
|       |            |      |      |              | 925.00    | 27055058         | 43200 | Comms And Transportation |                |           |
|       |            |      |      |              | 39.69     | 21205058         | 43200 | Comms And Transportation |                |           |
|       |            |      |      |              | 69.12     | 10103011         | 42200 | Operating Supplies       |                |           |
|       |            |      |      |              | 298.40    | 10103011         | 43200 | Comms And Transportation |                |           |
|       |            |      |      |              | 50.49     | 10103011         | 42200 | Operating Supplies       |                |           |
|       |            |      |      |              | 37.51     | 10103011         | 42200 | Operating Supplies       |                |           |
|       |            |      |      |              | 28.77     | 10103011         | 42200 | Operating Supplies       |                |           |
|       |            |      |      |              |           |                  |       | CHECK                    | 32581 TOTAL:   | 3,934.77  |

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32582 08/17/2023 MANL 2452 Regions Bank

 75393 723CC-Fleet  
 300.00 10106010 42221  
 15.00 10106010 43100  
 360.00 10106010 42221  
 176.00 10106010 43100  
 25.00 10106010 43100  
 641.25 10106010 42200  
 48.88 10106010 42200  
 10.03 10106010 42200  
 26.33 10106010 42200

 07/31/2023 723CC  
 Fuel  
 Professional Services  
 Fuel  
 Professional Services  
 Professional Services  
 Operating Supplies  
 Operating Supplies  
 Operating Supplies  
 Operating Supplies

1,602.49

CHECK 32582 TOTAL: 1,602.49

32583 08/17/2023 MANL 2452 Regions Bank

 75388 723CC-Controller  
 28.98 10101013 42200  
 760.00 10101013 43200  
 465.00 10101013 43200  
 9.12 10101013 42200  
 100.00 10101013 43200  
 17.23 10101013 43100  
 92.00 10101013 43100

 07/31/2023 723CC  
 Operating Supplies  
 Comms And Transportation  
 Comms And Transportation  
 Operating Supplies  
 Comms And Transportation  
 Professional Services  
 Professional Services

1,472.33

CHECK 32583 TOTAL: 1,472.33

32584 08/17/2023 MANL 2452 Regions Bank

 75397 723CC-Planning  
 279.60 10101014 43200  
 126.00 10103012 43100  
 19.98 10103012 42200  
 26.69 10103012 43300  
 26.69 10103012 43300  
 30.80 10103012 43300  
 29.77 10103012 43300  
 31.83 10103012 43300  
 47.81 10103012 42200  
 56.87 10103012 42200

 07/31/2023 723CC  
 Comms And Transportation  
 Professional Services  
 Operating Supplies  
 Printing And Advertising  
 Printing And Advertising  
 Printing And Advertising  
 Printing And Advertising  
 Printing And Advertising  
 Operating Supplies  
 Operating Supplies

676.04

CHECK 32584 TOTAL: 676.04

32585 08/17/2023 MANL 2452 Regions Bank

 75387 723CC-Clerk  
 28.84 10102010 43100  
 28.84 10102010 43100  
 28.84 10102010 43100  
 28.84 10102010 43100  
 28.84 10102010 43100  
 28.84 10102010 43100  
 28.84 10102010 43100  
 28.84 10102010 43100  
 39.05 10102010 43100  
 39.05 10102010 43100

 07/31/2023 723CC  
 Professional Services  
 Professional Services  
 Professional Services  
 Professional Services  
 Professional Services  
 Professional Services  
 Professional Services  
 Professional Services  
 Professional Services  
 Professional Services

279.98

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CHECK 32585 TOTAL: 279.98

NUMBER OF CHECKS 15 \*\*\* CASH ACCOUNT TOTAL \*\*\* 151,131.65

|                     | COUNT | AMOUNT     |
|---------------------|-------|------------|
| TOTAL MANUAL CHECKS | 15    | 151,131.65 |

\*\*\* GRAND TOTAL \*\*\* 151,131.65

# City of Fishers



## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |          |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 3216                         | 4Imprint, Inc.        | 0000   |            | EFT        | 08/26/2023 | 11397649    |          | 71793    | 75407   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 21205058 42200      |        | CHD        | OPERSUP    |            | 1,545.07    |          |          |         |       |
|                              |                       |        |            |            |            |             | 1,545.07 |          |         |       |
| 3216                         | 4Imprint, Inc.        | 0000   |            | EFT        | 08/31/2023 | 11479722    |          | 71843    | 75459   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 27055058 42200      |        | GRTSHD     | OPERSUP    |            | 705.26      |          |          |         |       |
|                              |                       |        |            |            |            |             | 705.26   |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 2,250.33 |          |         |       |
| 179                          | Advanced Turf Solutio | 0000   |            | EFT        | 08/21/2023 | SO1106177   |          | 71806    | 75420   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109013 42200      |        | GenPWParks | OPERSUP    |            | 365.63      |          |          |         |       |
|                              |                       |        |            |            |            |             | 365.63   |          |         |       |
| 179                          | Advanced Turf Solutio | 0000   |            | EFT        | 08/26/2023 | SO1106979   |          | 71807    | 75421   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109013 42200      |        | GenPWParks | OPERSUP    |            | 107.15      |          |          |         |       |
|                              |                       |        |            |            |            |             | 107.15   |          |         |       |
| 179                          | Advanced Turf Solutio | 0000   |            | EFT        | 08/28/2023 | SO1107832   |          | 71809    | 75423   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109013 42200      |        | GenPWParks | OPERSUP    |            | 1,377.93    |          |          |         |       |
|                              |                       |        |            |            |            |             | 1,377.93 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 1,850.71 |          |         |       |
| 124                          | Airgas, Inc.          | 0000   |            | EFT        | 08/30/2023 | 9140551026  |          | 71504    | 75088   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10105012 43100      |        | GenEMS     | PROSERVICE |            | 58.84       |          |          |         |       |
|                              |                       |        |            |            |            |             | 58.84    |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 58.84    |          |         |       |
| 90                           | Amazon Web Services L | 0000   | 22300516   | EFT        | 09/01/2023 | 1396618513  |          | 71706    | 75318   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10106050 43100      |        | GenIT      | PROSERVICE |            | 3,295.54    |          |          |         |       |
|                              | 2 60606050 43100      |        | SewIT      | PROSERVICE |            | 411.94      |          |          |         |       |
|                              | 3 62606050 43100      |        | SWIT       | PROSERVICE |            | 411.94      |          |          |         |       |
|                              |                       |        |            |            |            |             | 4,119.42 |          |         |       |

Report generated: 08/17/2023 12:51:20  
User: Carrie Clark (clarkc)  
Program ID: apwarrnt

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023  
DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       |       |            | APCash     |            |                |          |          |         |       |
|------------------------------|-----------------------|-------|------------|------------|------------|----------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT | PO         | TYPE       | DUE DATE   | INVOICE        | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 90                           | Amazon Web Services L | 0000  | 22300516   | EFT        | 09/10/2023 | 1419578221     |          | 71707    | 75319   |       |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10106050 43100      |       | GenIT      | PROSERVICE |            | 4,660.32       |          |          |         |       |
|                              | 2 60606050 43100      |       | SewIT      | PROSERVICE |            | 582.54         |          |          |         |       |
|                              | 3 62606050 43100      |       | SWIT       | PROSERVICE |            | 582.54         |          |          |         |       |
|                              |                       |       |            |            |            |                | 5,825.40 |          |         |       |
|                              |                       |       |            |            |            | CHECK TOTAL    | 9,944.82 |          |         |       |
| 808                          | Amazon.com LLC        | 0000  |            | EFT        | 09/01/2023 | 1HN1-TRXY-7JWK |          | 71363    | 74946   |       |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10108011 42200      |       | GenPDAdmin | OPERSUP    |            | 12.38          |          |          |         |       |
|                              |                       |       |            |            |            |                | 12.38    |          |         |       |
| 808                          | Amazon.com LLC        | 0000  |            | EFT        | 08/29/2023 | 1QPW-C1K1-3MJX |          | 71470    | 75052   |       |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10103012 42200      |       | GenPZ      | OPERSUP    |            | 34.21          |          |          |         |       |
|                              |                       |       |            |            |            |                | 34.21    |          |         |       |
| 808                          | Amazon.com LLC        | 0000  |            | EFT        | 09/04/2023 | 1VTG-XPQ7-JPKG |          | 71474    | 75056   |       |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 27055058 42200      |       | GRTSHD     | OPERSUP    |            | 315.48         |          |          |         |       |
|                              |                       |       |            |            |            |                | 315.48   |          |         |       |
| 808                          | Amazon.com LLC        | 0000  |            | EFT        | 09/04/2023 | 1FY4-9HYH-GMRL |          | 71476    | 75058   |       |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10105013 42200      |       | GenLogist  | OPERSUP    |            | 76.74          |          |          |         |       |
|                              |                       |       |            |            |            |                | 76.74    |          |         |       |
| 808                          | Amazon.com LLC        | 0000  |            | EFT        | 09/03/2023 | 1MDH-QTDF-CQNR |          | 71477    | 75059   |       |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10105013 42200      |       | GenLogist  | OPERSUP    |            | 54.96          |          |          |         |       |
|                              |                       |       |            |            |            |                | 54.96    |          |         |       |
| 808                          | Amazon.com LLC        | 0000  |            | EFT        | 09/05/2023 | 1R7J-KP93-MH9C |          | 71478    | 75060   |       |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10105012 42200      |       | GenEMS     | OPERSUP    |            | 222.53         |          |          |         |       |
|                              |                       |       |            |            |            |                | 222.53   |          |         |       |
| 808                          | Amazon.com LLC        | 0000  |            | EFT        | 09/04/2023 | 13C9-3316-GLPF |          | 71479    | 75061   |       |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10105011 42200      |       | GenFireAdm | OPERSUP    |            | 266.84         |          |          |         |       |
|                              |                       |       |            |            |            |                | 266.84   |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |            |         |            |                |        |          |         |       |  |
|------------------------------|------------------|--------|------------|---------|------------|----------------|--------|----------|---------|-------|--|
| VENDOR                       |                  | REMIT  | PO         | TYPE    | DUE DATE   | INVOICE        | AMOUNT | DOCUMENT | VOUCHER | CHECK |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/01/2023 | 1JFW-4JQF-9WXH |        | 71480    | 75062   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10105011 42200 |        | GenFireAdm | OPERSUP |            | -67.98         | -67.98 |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/31/2023 | 1P9V-CPRQ-4DCQ |        | 71483    | 75065   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 60609014 42200 |        | SewPWWater | OPERSUP |            | 12.00          | 12.00  |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/04/2023 | 1GVN-4G7R-GQCQ |        | 71487    | 75069   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10108015 42200 |        | GenPDSprpt | OPERSUP |            | 90.00          | 90.00  |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/05/2023 | 1L31-TQVC-LCJT |        | 71488    | 75070   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10108013 42200 |        | GenInvstgt | OPERSUP |            | 252.52         | 252.52 |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/01/2023 | 1DYF-XQCJ-6W6K |        | 71553    | 75139   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 148.55         | 148.55 |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/25/2023 | 1FLG-LHG9-HV9M |        | 71554    | 75140   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 109.40         | 109.40 |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/04/2023 | 1FY4-9HYH-HLH9 |        | 71555    | 75142   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 23.99          | 23.99  |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/02/2023 | 1GVN-4G7R-3WWX |        | 71558    | 75144   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 57.98          | 57.98  |          |         |       |  |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/05/2023 | 1JV4-7Y9X-KR3C |        | 71562    | 75148   |       |  |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |  |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 130.19         | 130.19 |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |            |         |            |                |        |          |         |       |
|------------------------------|------------------|--------|------------|---------|------------|----------------|--------|----------|---------|-------|
| VENDOR                       |                  | REMIT  | PO         | TYPE    | DUE DATE   | INVOICE        | AMOUNT | DOCUMENT | VOUCHER | CHECK |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/03/2023 | 1MDH-QTDF-FCXJ |        | 71563    | 75149   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 35.00          | 35.00  |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/27/2023 | 1QXD-GQ9X-XVHT |        | 71564    | 75150   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 108.80         | 108.80 |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/01/2023 | 1TPP-L4HV-3JNJ |        | 71565    | 75151   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 46.54          | 46.54  |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/03/2023 | 1W4Q-RKF7-DQFH |        | 71566    | 75152   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 119.99         | 119.99 |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/04/2023 | 13LY-9611-JT99 |        | 71567    | 75153   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 54.89          | 54.89  |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/01/2023 | 19G9-LVPT-9436 |        | 71568    | 75154   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 13.99          | 13.99  |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/27/2023 | 1373-CDFF-VG6J |        | 71569    | 75155   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |
|                              | 1 10107010 42200 |        | GenParks   | OPERSUP |            | 282.51         | 282.51 |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/26/2023 | 1C6D-7VKX-TLKW |        | 71570    | 75156   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 419.99         | 419.99 |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/07/2023 | 1W4Q-RKF7-VVKT |        | 71577    | 75163   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |        |          |         |       |
|                              | 1 60609014 42200 |        | SewPWWater | OPERSUP |            | 257.96         | 257.96 |          |         |       |



## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023

DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |            |         |            |                |          |          |         |       |
|------------------------------|------------------|--------|------------|---------|------------|----------------|----------|----------|---------|-------|
| VENDOR                       |                  | REMIT  | PO         | TYPE    | DUE DATE   | INVOICE        | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/09/2023 | 1LVV-RHFP-FMGN |          | 71582    | 75168   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10108012 42200 |        | GenPatrol  | OPERSUP |            | 25.31          | 25.31    |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/08/2023 | 1FHF-F3LQ-7DXJ |          | 71590    | 75176   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10108012 42200 |        | GenPatrol  | OPERSUP |            | 187.17         | 187.17   |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/09/2023 | 1GT7-K71L-GCTJ |          | 71594    | 75180   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10108013 42200 |        | GenInvstgt | OPERSUP |            | 105.80         |          |          |         |       |
|                              | 2 10108015 42200 |        | GenPDSpprt | OPERSUP |            | 127.26         | 233.06   |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/03/2023 | 1MT6-QJWP-C4MK |          | 71625    | 75215   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10101017 42200 |        | GenFndCS   | OPERSUP |            | 24.49          | 24.49    |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/12/2023 | 1763-VTP4-WKFN |          | 71657    | 75249   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10101017 42200 |        | GenFndCS   | OPERSUP |            | 9.98           | 9.98     |          |         |       |
| 808                          | Amazon.com LLC   | 0000   | 22300491   | EFT     | 09/06/2023 | 1NGX-LHHK-P6WL |          | 71705    | 75317   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10106050 42200 |        | GenIT      | OPERSUP |            | 652.24         |          |          |         |       |
|                              | 2 60606050 42200 |        | SewIT      | OPERSUP |            | 0.00           |          |          |         |       |
|                              | 3 62606050 42200 |        | SWIT       | OPERSUP |            | 0.00           | 652.24   |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/29/2023 | 1FTD-VWWG-67TY |          | 71733    | 75345   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 1,041.12       | 1,041.12 |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/06/2023 | 1179-97D6-N9WW |          | 71792    | 75404   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 136.00         | 136.00   |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/18/2023 | 1HJQ-6XPF-9FDR |          | 71794    | 75408   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            | 686.63         |          |          |         |       |

Report generated: 08/17/2023 12:51:20  
 User: Carrie Clark (clarkc)  
 Program ID: apwarrrt

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |            |         |            |                |          |          |         |       |
|------------------------------|------------------|--------|------------|---------|------------|----------------|----------|----------|---------|-------|
| VENDOR                       |                  | REMIT  | PO         | TYPE    | DUE DATE   | INVOICE        | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/20/2023 | 1KLC-VNVC-KXKV | 686.63   | 71795    | 75410   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10109013 42200 |        | GenPWParks | OPERSUP |            |                | 141.21   |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/19/2023 | 1Q4K-RWKK-HC1M | 141.21   | 71797    | 75411   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            |                | 163.03   |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/18/2023 | 16MW-HC64-9YPN | 163.03   | 71799    | 75413   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            |                | 33.99    |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/27/2023 | 1JJN-JX3K-XW7K | 33.99    | 71801    | 75415   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            |                | 944.97   |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/27/2023 | 1MF9-LYY6-WQV7 | 944.97   | 71802    | 75416   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10109012 42200 |        | GenPWBuild | OPERSUP |            |                | 731.03   |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 08/28/2023 | 1RVY-DDPP-Y6LJ | 731.03   | 71803    | 75417   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10109013 42200 |        | GenPWParks | OPERSUP |            |                | 175.28   |          |         |       |
| 808                          | Amazon.com LLC   | 0000   |            | EFT     | 09/15/2023 | 1MHF-XTXH-HN3R | 175.28   | 71871    | 75490   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 21205058 42200 |        | CHD        | OPERSUP |            |                | 62.41    |          |         |       |
|                              |                  |        |            |         |            | CHECK TOTAL    | 62.41    |          |         |       |
|                              |                  |        |            |         |            |                | 8,327.38 |          |         |       |
| 808                          | Amazon.com LLC   | 0000   | 22201233   | EFT     | 09/06/2023 | 1LHV-X6MD-VCGM |          | 71585    | 75171   |       |
|                              | ACCOUNT DETAIL   |        |            |         |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 60604010 42200 |        | SewEng     | OPERSUP |            |                | 2.43     |          |         |       |
|                              | 2 62604010 42200 |        | SWEng      | OPERSUP |            |                | 4.35     |          |         |       |
|                              |                  |        |            |         |            | CHECK TOTAL    | 6.78     |          |         |       |
|                              |                  |        |            |         |            |                | 6.78     |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                      |         |            |                    |               |          |         |       |
|------------------------------|-----------------------|--------|----------------------|---------|------------|--------------------|---------------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO                   | TYPE    | DUE DATE   | INVOICE            | AMOUNT        | DOCUMENT | VOUCHER | CHECK |
| 808                          | Amazon.com LLC        | 0000   | 22201233             | EFT     | 09/08/2023 | 13JD-THYJ-CRDJ     |               | 71586    | 75172   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60604010 42200      |        | SewEng               | OPERSUP |            | 111.62             |               |          |         |       |
|                              | 2 62604010 42200      |        | SWEng                | OPERSUP |            | 199.99             |               |          |         |       |
|                              |                       |        |                      |         |            |                    | 311.61        |          |         |       |
|                              |                       |        |                      |         |            | <b>CHECK TOTAL</b> | <b>311.61</b> |          |         |       |
| 808                          | Amazon.com LLC        | 0000   | 22201233             | EFT     | 09/08/2023 | 1KPN-JKCJ-CKK4     |               | 71587    | 75173   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60604010 42200      |        | SewEng               | OPERSUP |            | 24.90              |               |          |         |       |
|                              | 2 62604010 42200      |        | SWEng                | OPERSUP |            | 44.61              |               |          |         |       |
|                              |                       |        |                      |         |            |                    | 69.51         |          |         |       |
|                              |                       |        |                      |         |            | <b>CHECK TOTAL</b> | <b>69.51</b>  |          |         |       |
| 468                          | American Pump Repair  | 0000   | 22300814             | EFT     | 09/02/2023 | 78656              |               | 71526    | 75111   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWaterPROSERVICE |         |            | 2,200.00           |               |          |         |       |
|                              |                       |        |                      |         |            |                    | 2,200.00      |          |         |       |
| 468                          | American Pump Repair  | 0000   | 22300815             | EFT     | 09/03/2023 | 78672              |               | 71527    | 75112   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWaterPROSERVICE |         |            | 2,200.00           |               |          |         |       |
|                              |                       |        |                      |         |            |                    | 2,200.00      |          |         |       |
| 468                          | American Pump Repair  | 0000   | 22300815             | EFT     | 09/03/2023 | 78678              |               | 71528    | 75113   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWaterPROSERVICE |         |            | 1,800.00           |               |          |         |       |
|                              |                       |        |                      |         |            |                    | 1,800.00      |          |         |       |
| 468                          | American Pump Repair  | 0000   | 22300815             | EFT     | 09/03/2023 | 78677              |               | 71529    | 75114   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWaterPROSERVICE |         |            | 2,200.00           |               |          |         |       |
|                              |                       |        |                      |         |            |                    | 2,200.00      |          |         |       |
| 468                          | American Pump Repair  | 0000   | 22300815             | EFT     | 09/03/2023 | 78673              |               | 71530    | 75115   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWaterPROSERVICE |         |            | 2,200.00           |               |          |         |       |
|                              |                       |        |                      |         |            |                    | 2,200.00      |          |         |       |
| 468                          | American Pump Repair  | 0000   |                      | EFT     | 09/14/2023 | 78704              |               | 71824    | 75439   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |                      |         |            | <b>LINE AMOUNT</b> |               |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWaterPROSERVICE |         |            | 1,600.00           |               |          |         |       |
|                              |                       |        |                      |         |            |                    | 1,600.00      |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                      |            |            |             |           |          |         |       |
|------------------------------|-----------------------|--------|----------------------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO                   | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 468                          | American Pump Repair  | 0000   |                      | EFT        | 09/14/2023 | 78703       |           | 71827    | 75443   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWaterPROSERVICE |            |            | 1,600.00    |           |          |         |       |
|                              |                       |        |                      |            |            |             | 1,600.00  |          |         |       |
| 468                          | American Pump Repair  | 0000   |                      | EFT        | 09/14/2023 | 78702       |           | 71830    | 75446   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWaterPROSERVICE |            |            | 1,600.00    |           |          |         |       |
|                              |                       |        |                      |            |            |             | 1,600.00  |          |         |       |
|                              |                       |        |                      |            |            | CHECK TOTAL | 15,400.00 |          |         |       |
| 439                          | American Structurepoi | 0000   | 22200872             | EFT        | 09/07/2023 | 165863      |           | 71584    | 75170   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20104010 43100      |        | MVHEng               | PROSERVICE |            | 388.74      |           |          |         |       |
|                              | 2 60604010 43100      |        | SewEng               | PROSERVICE |            | 194.37      |           |          |         |       |
|                              | 3 62604010 43100      |        | SWEng                | PROSERVICE |            | 64.79       |           |          |         |       |
|                              |                       |        |                      |            |            |             | 647.90    |          |         |       |
|                              |                       |        |                      |            |            | CHECK TOTAL | 647.90    |          |         |       |
| 817                          | AMS Mechanical Servic | 0000   | 22201208             | EFT        | 08/30/2023 | 1342930     |           | 71411    | 74993   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWaterPROSERVICE |            |            | 439.66      |           |          |         |       |
|                              |                       |        |                      |            |            |             | 439.66    |          |         |       |
| 817                          | AMS Mechanical Servic | 0000   | 22201208             | EFT        | 09/14/2023 | 1345126     |           | 71796    | 75409   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWaterPROSERVICE |            |            | 452.50      |           |          |         |       |
|                              |                       |        |                      |            |            |             | 452.50    |          |         |       |
| 817                          | AMS Mechanical Servic | 0000   | 22300072             | EFT        | 09/14/2023 | 1345146     |           | 71800    | 75414   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWaterPROSERVICE |            |            | 5,976.60    |           |          |         |       |
|                              |                       |        |                      |            |            |             | 5,976.60  |          |         |       |
|                              |                       |        |                      |            |            | CHECK TOTAL | 6,868.76  |          |         |       |
| 393                          | Applied Concepts, Inc | 0000   |                      | EFT        | 06/30/2023 | 420198      |           | 71595    | 75182   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10108015 42200      |        | GenPDSpprt OPERSUP   |            |            | 252.00      |           |          |         |       |
|                              |                       |        |                      |            |            |             | 252.00    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |          |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 393                          | Applied Concepts, Inc | 0000   |            | EFT        | 07/27/2023 | 421691      |          | 71596    | 75183   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10108015 42200      |        | GenPDSpprt | OPERSUP    |            | 1,655.50    |          |          |         |       |
|                              |                       |        |            |            |            |             | 1,655.50 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 1,907.50 |          |         |       |
| 1356                         | Asbury Automotive Gro | 0000   |            | EFT        | 08/21/2023 | 444665      |          | 71602    | 75189   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10106010 43100      |        | GenFleet   | PROSERVICE |            | 485.30      |          |          |         |       |
|                              |                       |        |            |            |            |             | 485.30   |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 485.30   |          |         |       |
| 670                          | Bardach Awards, Inc.  | 0000   | 22300826   | EFT        | 02/05/2023 | 320473      |          | 71798    | 75412   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10101016 43100      |        | GenPR      | PROSERVICE |            | 3,291.00    |          |          |         |       |
|                              |                       |        |            |            |            |             | 3,291.00 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 3,291.00 |          |         |       |
| 1144                         | Barnes & Thornburg, L | 0000   | 22300405   | EFT        | 08/07/2023 | 3133716     |          | 71617    | 75205   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10101011 43100      |        | GenMayorOf | PROSERVICE |            | 8,333.00    |          |          |         |       |
|                              |                       |        |            |            |            |             | 8,333.00 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 8,333.00 |          |         |       |
| 717                          | Beam, Longest and Nef | 0000   | 22200599   | EFT        | 08/09/2023 | 74483       |          | 71583    | 75169   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 37804010 44920      |        | SR37PRJENG | CAPEXP     |            | 8,212.68    |          |          |         |       |
|                              |                       |        |            |            |            |             | 8,212.68 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 8,212.68 |          |         |       |
| 2460                         | Beaver Gravel Corpora | 0000   | 22300798   | EFT        | 08/12/2023 | G1375732    |          | 71686    | 75298   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 20109011 43100      |        | MVHPWStr   | PROSERVICE |            | 2,940.00    |          |          |         |       |
|                              |                       |        |            |            |            |             | 2,940.00 |          |         |       |
| 2460                         | Beaver Gravel Corpora | 0000   |            | EFT        | 08/16/2023 | G1376017    |          | 71839    | 75455   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 20109011 43100      |        | MVHPWStr   | PROSERVICE |            | 480.00      |          |          |         |       |
|                              |                       |        |            |            |            |             | 480.00   |          |         |       |

# ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                   |      |            |             |           |          |         |       |
|------------------------------|-----------------------|--------|-------------------|------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO                | TYPE | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
|                              |                       |        |                   |      |            | CHECK TOTAL | 3,420.00  |          |         |       |
| 592                          | Bernath LLC           | 0000   | 22300520          | EFT  | 08/25/2023 | 47309-0001  |           | 71691    | 75303   |       |
|                              | ACCOUNT DETAIL        |        |                   |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP  |      |            |             | 6,930.00  |          |         |       |
|                              |                       |        |                   |      |            |             | 6,930.00  |          |         |       |
| 592                          | Bernath LLC           | 0000   | 22300424          | EFT  | 08/30/2023 | 47078-0001  |           | 71701    | 75313   |       |
|                              | ACCOUNT DETAIL        |        |                   |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP  |      |            |             | 44,750.70 |          |         |       |
|                              |                       |        |                   |      |            |             | 44,750.70 |          |         |       |
| 592                          | Bernath LLC           | 0000   | 22300716          | EFT  | 09/07/2023 | 48591-0001  |           | 71702    | 75314   |       |
|                              | ACCOUNT DETAIL        |        |                   |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP  |      |            |             | 7,408.01  |          |         |       |
|                              |                       |        |                   |      |            |             | 7,408.01  |          |         |       |
|                              |                       |        |                   |      |            | CHECK TOTAL | 59,088.71 |          |         |       |
| 540                          | Bio Chem, Incorporate | 0000   | 22300657          | EFT  | 08/26/2023 | 24206       |           | 71525    | 75110   |       |
|                              | ACCOUNT DETAIL        |        |                   |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP |      |            |             | 13,933.09 |          |         |       |
|                              | 2 60609014 42200      |        | SewPWWaterOPERSUP |      |            |             | 5,669.31  |          |         |       |
|                              |                       |        |                   |      |            |             | 19,602.40 |          |         |       |
|                              |                       |        |                   |      |            | CHECK TOTAL | 19,602.40 |          |         |       |
| 373                          | Bound Tree Medical, L | 0000   |                   | EFT  | 08/27/2023 | 85038422    |           | 71389    | 74971   |       |
|                              | ACCOUNT DETAIL        |        |                   |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS OPERSUP    |      |            |             | 333.57    |          |         |       |
|                              |                       |        |                   |      |            |             | 333.57    |          |         |       |
| 373                          | Bound Tree Medical, L | 0000   |                   | EFT  | 08/30/2023 | 85039878    |           | 71390    | 74972   |       |
|                              | ACCOUNT DETAIL        |        |                   |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS OPERSUP    |      |            |             | 197.89    |          |         |       |
|                              |                       |        |                   |      |            |             | 197.89    |          |         |       |
| 373                          | Bound Tree Medical, L | 0000   |                   | EFT  | 08/30/2023 | 85039879    |           | 71391    | 74973   |       |
|                              | ACCOUNT DETAIL        |        |                   |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS OPERSUP    |      |            |             | 1,841.95  |          |         |       |
|                              |                       |        |                   |      |            |             | 1,841.95  |          |         |       |
| 373                          | Bound Tree Medical, L | 0000   |                   | EFT  | 08/30/2023 | 85039880    |           | 71393    | 74975   |       |
|                              | ACCOUNT DETAIL        |        |                   |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS OPERSUP    |      |            |             | 1,663.91  |          |         |       |

Report generated: 08/17/2023 12:51:20  
 User: Carrie Clark (clarkc)  
 Program ID: apwarnt

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |               |          |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|---------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE       | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 373                          | Bound Tree Medical, L | 0000   |            | EFT        | 08/31/2023 | 85042018      | 1,663.91 | 71485    | 75067   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS     | OPERSUP    |            |               | 86.49    |          |         |       |
| 373                          | Bound Tree Medical, L | 0000   |            | EFT        | 08/31/2023 | 85042019      | 86.49    | 71486    | 75068   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS     | OPERSUP    |            |               | 86.49    |          |         |       |
| 373                          | Bound Tree Medical, L | 0000   |            | EFT        | 09/01/2023 | 85043431      | 86.49    | 71505    | 75089   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS     | OPERSUP    |            |               | 748.57   |          |         |       |
| 373                          | Bound Tree Medical, L | 0000   |            | EFT        | 09/02/2023 | 85045013      | 748.57   | 71597    | 75184   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 10105012 42200      |        | GenEMS     | OPERSUP    |            |               | 647.04   |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL   | 5,605.91 |          |         |       |
| 4038                         | Brain Performance LLC | 0000   |            | EFT        | 09/14/2023 | 1302          |          | 71811    | 75425   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 10105011 43100      |        | GenFireAdm | PROSERVICE |            |               | 625.00   |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL   | 625.00   |          |         |       |
| 3290                         | Brandon Katz          | 0000   |            | INV        | 08/31/2023 | katzSD-July23 |          | 71151    | 74725   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 10106050 43200      |        | GenIT      | COMMTRANS  |            |               | 331.70   |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL   | 331.70   |          |         |       |
| 3868                         | Brittany Cheviron     | 0000   |            | INV        | 08/08/2023 | 71323         |          | 71099    | 74674   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 21205058 43200      |        | CHD        | COMMTRANS  |            |               | 259.28   |          |         |       |
| 3868                         | Brittany Cheviron     | 0000   |            | INV        | 08/22/2023 | 8823          | 259.28   | 71854    | 75471   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |          |          |         |       |
|                              | 1 21205058 43200      |        | CHD        | COMMTRANS  |            |               | 29.61    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash    |          |            |            |                    |                  |          |         |       |
|------------------------------|-----------------------|-----------|----------|------------|------------|--------------------|------------------|----------|---------|-------|
| VENDOR                       |                       | REMIT     | PO       | TYPE       | DUE DATE   | INVOICE            | AMOUNT           | DOCUMENT | VOUCHER | CHECK |
|                              |                       |           |          |            |            |                    | 29.61            |          |         |       |
|                              |                       |           |          |            |            | <b>CHECK TOTAL</b> | <b>288.89</b>    |          |         |       |
| 1633                         | Timothy Burbich       | 0000      |          | INV        | 08/22/2023 | 8323               |                  | 71844    | 75460   |       |
|                              | <b>ACCOUNT DETAIL</b> |           |          |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |
|                              | 1 21205058 43200      | CHD       |          | COMMTRANS  |            |                    | 250.00           |          |         |       |
|                              |                       |           |          |            |            | <b>CHECK TOTAL</b> | <b>250.00</b>    |          |         |       |
| 737                          | Butler, Fairman & Seu | 0000      | 22300173 | EFT        | 08/19/2023 | 101177             |                  | 71581    | 75167   |       |
|                              | <b>ACCOUNT DETAIL</b> |           |          |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |
|                              | 1 27074010 44200      | PIFENG    |          | INFRSTR    |            |                    | 13,755.00        |          |         |       |
|                              |                       |           |          |            |            | <b>CHECK TOTAL</b> | <b>13,755.00</b> |          |         |       |
| 703                          | CDW Government, Inc.  | 0000      |          | EFT        | 08/26/2023 | KX59538            |                  | 71082    | 74657   |       |
|                              | <b>ACCOUNT DETAIL</b> |           |          |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |
|                              | 1 10106050 43100      | GenIT     |          | PROSERVICE |            |                    | 159.90           |          |         |       |
|                              |                       |           |          |            |            | <b>CHECK TOTAL</b> | <b>159.90</b>    |          |         |       |
| 3006                         | Cheryl Lo             | 0000      |          | EFT        | 08/27/2023 | 151                |                  | 71460    | 75042   |       |
|                              | <b>ACCOUNT DETAIL</b> |           |          |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |
|                              | 1 27807010 43100      | CPP       |          | PROSERVICE |            |                    | 2,047.50         |          |         |       |
|                              |                       |           |          |            |            | <b>CHECK TOTAL</b> | <b>2,047.50</b>  |          |         |       |
| 691                          | Christopher B Burke E | 0000      | 22300637 | EFT        | 09/07/2023 | 30647              |                  | 71650    | 75242   |       |
|                              | <b>ACCOUNT DETAIL</b> |           |          |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |
|                              | 1 62609014 43100      | SWPWWater |          | PROSERVICE |            |                    | 2,152.91         |          |         |       |
|                              |                       |           |          |            |            | <b>CHECK TOTAL</b> | <b>2,152.91</b>  |          |         |       |
| 691                          | Christopher B Burke E | 0000      |          | EFT        | 08/11/2023 | 30314              |                  | 71279    | 74856   |       |
|                              | <b>ACCOUNT DETAIL</b> |           |          |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |
|                              | 1 60854010 43100      | SWRCPTENG |          | PROSERVICE |            |                    | 5,455.00         |          |         |       |
|                              |                       |           |          |            |            | <b>CHECK TOTAL</b> | <b>5,455.00</b>  |          |         |       |



## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |           |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 691                          | Christopher B Burke E | 0000   |            | EFT        | 08/11/2023 | 30315       |           | 71280    | 74858   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60854010 43100      |        | SWRCPTENG  | PROSERVICE |            | 5,650.00    |           |          |         |       |
|                              |                       |        |            |            |            |             | 5,650.00  |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 5,650.00  |          |         |       |
| 691                          | Christopher B Burke E | 0000   |            | EFT        | 09/02/2023 | 30529       |           | 71573    | 75159   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60604010 43100      |        | SewEng     | PROSERVICE |            | 87.50       |           |          |         |       |
|                              | 2 62604010 43100      |        | SWEng      | PROSERVICE |            | 87.50       |           |          |         |       |
|                              |                       |        |            |            |            |             | 175.00    |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 175.00    |          |         |       |
| 691                          | Christopher B Burke E | 0000   |            | EFT        | 09/02/2023 | 30532       |           | 71574    | 75160   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60604010 43100      |        | SewEng     | PROSERVICE |            | 912.50      |           |          |         |       |
|                              | 2 62604010 43100      |        | SWEng      | PROSERVICE |            | 912.50      |           |          |         |       |
|                              |                       |        |            |            |            |             | 1,825.00  |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 1,825.00  |          |         |       |
| 691                          | Christopher B Burke E | 0000   | 22201240   | EFT        | 09/02/2023 | 30531       |           | 71850    | 75466   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 62604010 43100      |        | SWEng      | PROSERVICE |            | 11,962.50   |           |          |         |       |
|                              |                       |        |            |            |            |             | 11,962.50 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 11,962.50 |          |         |       |
| 691                          | Christopher B Burke E | 0000   | 22201239   | EFT        | 09/02/2023 | 30530       |           | 71851    | 75467   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60604010 43100      |        | SewEng     | PROSERVICE |            | 9,847.50    |           |          |         |       |
|                              |                       |        |            |            |            |             | 9,847.50  |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 9,847.50  |          |         |       |
| 714                          | Cintas Corporation No | 0000   |            | EFT        | 09/12/2023 | 4163434043  |           | 71368    | 74951   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10108011 43100      |        | GenPDAdmin | PROSERVICE |            | 132.67      |           |          |         |       |
|                              |                       |        |            |            |            |             | 132.67    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023  
DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |           |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
| 714                          | Cintas Corporation No | 0000   |            | EFT        | 08/31/2023 | 5169211845  |           | 71463    | 75045   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10107010 42200      |        | GenParks   | OPERSUP    |            | 85.41       |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 85.41     |          |         |       |  |
| 714                          | Cintas Corporation No | 0000   |            | EFT        | 09/04/2023 | 4163714963  |           | 71465    | 75047   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10106010 43100      |        | GenFleet   | PROSERVICE |            | 81.40       |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 81.40     |          |         |       |  |
| 714                          | Cintas Corporation No | 0000   |            | EFT        | 09/06/2023 | 5170072464  |           | 71560    | 75146   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10107010 42200      |        | GenParks   | OPERSUP    |            | 153.27      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 153.27    |          |         |       |  |
| 714                          | Cintas Corporation No | 0000   |            | EFT        | 08/06/2023 | 5165790018  |           | 71732    | 75344   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 466.18      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 466.18    |          |         |       |  |
| 714                          | Cintas Corporation No | 0000   |            | EFT        | 09/10/2023 | 4164406811  |           | 71736    | 75348   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10106010 43100      |        | GenFleet   | PROSERVICE |            | 80.23       |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 80.23     |          |         |       |  |
| 714                          | Cintas Corporation No | 0000   |            | EFT        | 08/10/2023 | 5166221826  |           | 71836    | 75452   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 564.96      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 564.96    |          |         |       |  |
| 714                          | Cintas Corporation No | 0000   |            | EFT        | 08/17/2023 | 5167255869  |           | 71840    | 75456   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 115.08      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 115.08    |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 1,679.20  |          |         |       |  |
| 3369                         | ClearObject Inc       | 0000   | 22300830   | EFT        | 06/30/2023 | INV578      |           | 71718    | 75330   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 60601012 43100      |        | BSGSWR     | PROSERVICE |            | 40,000.00   |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 40,000.00 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 40,000.00 |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023  
DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |          |            |            |             |          |          |         |       |
|------------------------------|-----------------------|--------|----------|------------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO       | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 1330                         | CMS Entertainment     | 0000   |          | EFT        | 09/02/2023 | 71623       |          | 71623    | 75212   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10107010 43100      |        | GenParks | PROSERVICE |            | 325.00      |          |          |         |       |
|                              |                       |        |          |            |            |             | 325.00   |          |         |       |
| 1330                         | CMS Entertainment     | 0000   |          | EFT        | 09/10/2023 | 71627       |          | 71627    | 75216   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10107010 43100      |        | GenParks | PROSERVICE |            | 325.00      |          |          |         |       |
|                              |                       |        |          |            |            |             | 325.00   |          |         |       |
| 1330                         | CMS Entertainment     | 0000   |          | EFT        | 09/10/2023 | 71629       |          | 71629    | 75219   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10107010 43100      |        | GenParks | PROSERVICE |            | 325.00      |          |          |         |       |
|                              |                       |        |          |            |            |             | 325.00   |          |         |       |
|                              |                       |        |          |            |            | CHECK TOTAL | 975.00   |          |         |       |
| 2791                         | Co-Alliance Cooperati | 0000   |          | EFT        | 09/25/2023 | 566010633   |          | 71495    | 75077   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60606010 42221      |        | SewFleet | FUEL       |            | 1,000.66    |          |          |         |       |
|                              |                       |        |          |            |            |             | 1,000.66 |          |         |       |
| 2791                         | Co-Alliance Cooperati | 0000   | 22300805 | EFT        | 09/25/2023 | 566010634   |          | 71556    | 75141   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 20106010 42221      |        | MVHFleet | FUEL       |            | 4,348.01    |          |          |         |       |
|                              |                       |        |          |            |            |             | 4,348.01 |          |         |       |
| 2791                         | Co-Alliance Cooperati | 0000   | 22300841 | EFT        | 09/25/2023 | 566010813   |          | 71759    | 75372   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 20106010 42221      |        | MVHFleet | FUEL       |            | 3,155.85    |          |          |         |       |
|                              |                       |        |          |            |            |             | 3,155.85 |          |         |       |
|                              |                       |        |          |            |            | CHECK TOTAL | 8,504.52 |          |         |       |
| 2650                         | Community Health Netw | 0000   | 22300269 | EFT        | 08/30/2023 | FIN-006764  |          | 71575    | 75161   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 21205058 43100      |        | CHD      | PROSERVICE |            | 4,166.67    |          |          |         |       |
|                              |                       |        |          |            |            |             | 4,166.67 |          |         |       |
|                              |                       |        |          |            |            | CHECK TOTAL | 4,166.67 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023  
DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       |                | APCash |           |            |            |             |          |          |         |       |
|------------------------------|-----------------------|----------------|--------|-----------|------------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       |                | REMIT  | PO        | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 2485                         | Crown Castle Internat |                | 0000   | 22300159  | EFT        | 08/30/2023 | 1390103     |          | 71711    | 75323   |       |
|                              | ACCOUNT DETAIL        |                |        |           |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10106050 43100 |        | GenIT     | PROSERVICE |            |             | 5,520.68 |          |         |       |
|                              | 2                     | 60606050 43100 |        | SewIT     | PROSERVICE |            |             | 1,035.13 |          |         |       |
|                              | 3                     | 62606050 43100 |        | SWIT      | PROSERVICE |            |             | 345.05   |          |         |       |
|                              |                       |                |        |           |            |            |             | 6,900.86 |          |         |       |
|                              |                       |                |        |           |            |            | CHECK TOTAL | 6,900.86 |          |         |       |
| 2645                         | CureMD.com, Inc       |                | 0000   |           | EFT        | 08/31/2023 | 500139732   |          | 71516    | 75101   |       |
|                              | ACCOUNT DETAIL        |                |        |           |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10101012 43100 |        | GenBSG    | PROSERVICE |            |             | 885.00   |          |         |       |
|                              |                       |                |        |           |            |            |             | 885.00   |          |         |       |
| 2645                         | CureMD.com, Inc       |                | 0000   |           | EFT        | 08/09/2023 | 500139904   |          | 71720    | 75332   |       |
|                              | ACCOUNT DETAIL        |                |        |           |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10101012 43100 |        | GenBSG    | PROSERVICE |            |             | 99.00    |          |         |       |
|                              |                       |                |        |           |            |            |             | 99.00    |          |         |       |
|                              |                       |                |        |           |            |            | CHECK TOTAL | 984.00   |          |         |       |
| 3036                         | Dan Stuart            |                | 0000   |           | INV        | 08/22/2023 | 8423        |          | 71853    | 75470   |       |
|                              | ACCOUNT DETAIL        |                |        |           |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 21205058 43200 |        | CHD       | COMMTTRANS |            |             | 280.00   |          |         |       |
|                              |                       |                |        |           |            |            |             | 280.00   |          |         |       |
|                              |                       |                |        |           |            |            | CHECK TOTAL | 280.00   |          |         |       |
| 2753                         | Dominique Davis       |                | 0000   |           | EFT        | 08/22/2023 | 1046sl      |          | 71862    | 75481   |       |
|                              | ACCOUNT DETAIL        |                |        |           |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 27055058 43100 |        | GRTSHD    | PROSERVICE |            |             | 325.00   |          |         |       |
|                              |                       |                |        |           |            |            |             | 325.00   |          |         |       |
|                              |                       |                |        |           |            |            | CHECK TOTAL | 325.00   |          |         |       |
| 1018                         | Donley & Associates I |                | 0000   |           | EFT        | 08/08/2023 | 63302       |          | 71545    | 75130   |       |
|                              | ACCOUNT DETAIL        |                |        |           |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10105015 42231 |        | GenSafeTr | UNIFORMS   |            |             | 372.10   |          |         |       |
|                              |                       |                |        |           |            |            |             | 372.10   |          |         |       |
|                              |                       |                |        |           |            |            | CHECK TOTAL | 372.10   |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                   |            |            |                |           |          |         |       |  |
|------------------------------|-----------------------|--------|-------------------|------------|------------|----------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO                | TYPE       | DUE DATE   | INVOICE        | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
| 3720                         | DOXIM UTILITEC LLC    | 0000   |                   | EFT        | 07/30/2023 | 0623P          |           | 71722    | 75334   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 60601013 43100      |        | SewContr          | PROSERVICE |            | 298.58         |           |          |         |       |  |
|                              |                       |        |                   |            |            |                | 298.58    |          |         |       |  |
| 3720                         | DOXIM UTILITEC LLC    | 0000   |                   | EFT        | 07/30/2023 | INV020158      |           | 71725    | 75337   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 10101016 43100      |        | GenPR             | PROSERVICE |            | 972.96         |           |          |         |       |  |
|                              | 2 60601013 43100      |        | SewContr          | PROSERVICE |            | 4,574.16       |           |          |         |       |  |
|                              |                       |        |                   |            |            |                | 5,547.12  |          |         |       |  |
| 3720                         | DOXIM UTILITEC LLC    | 0000   |                   | EFT        | 08/30/2023 | INV020323      |           | 71760    | 75373   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 10101016 43100      |        | GenPR             | PROSERVICE |            | 0.24           |           |          |         |       |  |
|                              | 2 60601013 43100      |        | SewContr          | PROSERVICE |            | 4,103.23       |           |          |         |       |  |
|                              |                       |        |                   |            |            |                | 4,103.47  |          |         |       |  |
| 3720                         | DOXIM UTILITEC LLC    | 0000   |                   | EFT        | 08/22/2023 | 0723P          |           | 71761    | 75374   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 60601013 43100      |        | SewContr          | PROSERVICE |            | 25,978.65      |           |          |         |       |  |
|                              |                       |        |                   |            |            |                | 25,978.65 |          |         |       |  |
|                              |                       |        |                   |            |            | CHECK TOTAL    | 35,927.82 |          |         |       |  |
| 3636                         | Eckart LLC            | 0000   |                   | EFT        | 09/25/2023 | S100858226.001 |           | 71679    | 75288   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP |            |            | 1,131.42       |           |          |         |       |  |
|                              |                       |        |                   |            |            |                | 1,131.42  |          |         |       |  |
| 3636                         | Eckart LLC            | 0000   |                   | EFT        | 09/25/2023 | S100863211.001 |           | 71857    | 75475   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP |            |            | 565.71         |           |          |         |       |  |
|                              |                       |        |                   |            |            |                | 565.71    |          |         |       |  |
|                              |                       |        |                   |            |            | CHECK TOTAL    | 1,697.13  |          |         |       |  |
| 2746                         | Elevate Entertainment | 0000   | 22300799          | EFT        | 08/31/2023 | 2229           |           | 71509    | 75094   |       |  |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT    |           |          |         |       |  |
|                              | 1 10107010 43100      |        | GenParks          | PROSERVICE |            | 3,600.00       |           |          |         |       |  |
|                              |                       |        |                   |            |            |                | 3,600.00  |          |         |       |  |
|                              |                       |        |                   |            |            | CHECK TOTAL    | 3,600.00  |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                      |            |            |             |           |          |         |       |
|------------------------------|-----------------------|--------|----------------------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO                   | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 514                          | EWT Holdings III Corp | 0000   | 22300656             | EFT        | 09/14/2023 | 906034105   |           | 71860    | 75478   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP    |            |            | 15,144.30   |           |          |         |       |
|                              |                       |        |                      |            |            |             | 15,144.30 |          |         |       |
|                              |                       |        |                      |            |            | CHECK TOTAL | 15,144.30 |          |         |       |
| 4097                         | Extreme Outdoor Solut | 0000   |                      | EFT        | 09/09/2023 | 7809        |           | 71684    | 75295   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10103011 43100      |        | GenPI                | PROSERVICE |            | 75.00       |           |          |         |       |
|                              |                       |        |                      |            |            |             | 75.00     |          |         |       |
|                              |                       |        |                      |            |            | CHECK TOTAL | 75.00     |          |         |       |
| 1222                         | Fire Service, Incorpo | 0000   |                      | EFT        | 02/01/2022 | 52309       |           | 71580    | 75166   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10105011 43100      |        | GenFireAdm           | PROSERVICE |            | 86.00       |           |          |         |       |
|                              |                       |        |                      |            |            |             | 86.00     |          |         |       |
|                              |                       |        |                      |            |            | CHECK TOTAL | 86.00     |          |         |       |
| 1196                         | Frey Water Conditioni | 0000   |                      | EFT        | 08/02/2023 | 102182387   |           | 71377    | 74959   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10105013 42200      |        | GenLogist            | OPERSUP    |            | 65.93       |           |          |         |       |
|                              |                       |        |                      |            |            |             | 65.93     |          |         |       |
| 1196                         | Frey Water Conditioni | 0000   |                      | EFT        | 08/02/2023 | 102180364   |           | 71412    | 74994   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 43100      |        | SewPWWaterPROSERVICE |            |            | 10.00       |           |          |         |       |
|                              |                       |        |                      |            |            |             | 10.00     |          |         |       |
| 1196                         | Frey Water Conditioni | 0000   |                      | EFT        | 09/01/2023 | 102180260   |           | 71461    | 75043   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10107010 42200      |        | GenParks             | OPERSUP    |            | 36.75       |           |          |         |       |
|                              |                       |        |                      |            |            |             | 36.75     |          |         |       |
| 1196                         | Frey Water Conditioni | 0000   |                      | EFT        | 09/01/2023 | 102227664   |           | 71462    | 75044   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10107010 42200      |        | GenParks             | OPERSUP    |            | 33.40       |           |          |         |       |
|                              |                       |        |                      |            |            |             | 33.40     |          |         |       |
| 1196                         | Frey Water Conditioni | 0000   |                      | EFT        | 08/02/2023 | 102228040   |           | 71475    | 75057   |       |
|                              | ACCOUNT DETAIL        |        |                      |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 21205058 43100      |        | CHD                  | PROSERVICE |            | 50.10       |           |          |         |       |
|                              |                       |        |                      |            |            |             | 50.10     |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023  
DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |           |            |            |             |        |          |         |       |
|------------------------------|-----------------------|--------|-----------|------------|------------|-------------|--------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO        | TYPE       | DUE DATE   | INVOICE     | AMOUNT | DOCUMENT | VOUCHER | CHECK |
| 1196                         | Frey Water Conditioni | 0000   |           | EFT        | 08/02/2023 | 101932232   |        | 71658    | 75250   |       |
|                              | ACCOUNT DETAIL        |        |           |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10101016 42200      |        | GenPR     | OPERSUP    |            | 59.75       |        |          |         |       |
|                              |                       |        |           |            |            |             | 59.75  |          |         |       |
|                              |                       |        |           |            |            | CHECK TOTAL | 255.93 |          |         |       |
| 1289                         | Garners Family Enterp | 0000   |           | EFT        | 08/18/2023 | 275327-1    |        | 71514    | 75099   |       |
|                              | ACCOUNT DETAIL        |        |           |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 20106010 43100      |        | MVHFleet  | PROSERVICE |            | 239.00      |        |          |         |       |
|                              |                       |        |           |            |            |             | 239.00 |          |         |       |
| 1289                         | Garners Family Enterp | 0000   |           | EFT        | 09/03/2023 | 273087-1    |        | 71515    | 75100   |       |
|                              | ACCOUNT DETAIL        |        |           |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 20106010 43100      |        | MVHFleet  | PROSERVICE |            | 239.00      |        |          |         |       |
|                              |                       |        |           |            |            |             | 239.00 |          |         |       |
| 1289                         | Garners Family Enterp | 0000   |           | EFT        | 09/14/2023 | 275774-1    |        | 71870    | 75489   |       |
|                              | ACCOUNT DETAIL        |        |           |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 20106010 43100      |        | MVHFleet  | PROSERVICE |            | 456.00      |        |          |         |       |
|                              |                       |        |           |            |            |             | 456.00 |          |         |       |
|                              |                       |        |           |            |            | CHECK TOTAL | 934.00 |          |         |       |
| 2776                         | Great Lakes Ace Hardw | 0000   |           | EFT        | 09/07/2023 | 2181/614    |        | 71546    | 75131   |       |
|                              | ACCOUNT DETAIL        |        |           |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10105013 42200      |        | GenLogist | OPERSUP    |            | 23.98       |        |          |         |       |
|                              |                       |        |           |            |            |             | 23.98  |          |         |       |
|                              |                       |        |           |            |            | CHECK TOTAL | 23.98  |          |         |       |
| 770                          | Grimco Inc            | 0000   |           | EFT        | 08/17/2023 | 30918649-01 |        | 71842    | 75458   |       |
|                              | ACCOUNT DETAIL        |        |           |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 20109011 42200      |        | MVHPWStr  | OPERSUP    |            | 150.61      |        |          |         |       |
|                              |                       |        |           |            |            |             | 150.61 |          |         |       |
|                              |                       |        |           |            |            | CHECK TOTAL | 150.61 |          |         |       |
| 1431                         | Hamilton Southeastern | 0000   | 22300817  | EFT        | 08/31/2023 | 7312023     |        | 71608    | 75196   |       |
|                              | ACCOUNT DETAIL        |        |           |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10106010 42221      |        | GenFleet  | FUEL       |            | 6,301.36    |        |          |         |       |
|                              | 2 20106010 42221      |        | MVHFleet  | FUEL       |            | 1,273.85    |        |          |         |       |
|                              | 3 60606010 42221      |        | SewFleet  | FUEL       |            | 1,476.35    |        |          |         |       |
|                              | 4 62606010 42221      |        | SWFleet   | FUEL       |            | 1,850.99    |        |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                    |            |            |                    |                  |          |         |       |  |
|------------------------------|-----------------------|--------|--------------------|------------|------------|--------------------|------------------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO                 | TYPE       | DUE DATE   | INVOICE            | AMOUNT           | DOCUMENT | VOUCHER | CHECK |  |
|                              |                       |        |                    |            |            |                    | 10,902.55        |          |         |       |  |
|                              |                       |        |                    |            |            | <b>CHECK TOTAL</b> | <b>10,902.55</b> |          |         |       |  |
| 1528                         | Joe Harding           | 0000   |                    | INV        | 08/22/2023 | 71323              |                  | 71102    | 74677   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |                    |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 21205058 43200      |        | CHD                | COMTRANS   |            |                    | 153.00           |          |         |       |  |
|                              |                       |        |                    |            |            |                    | 153.00           |          |         |       |  |
|                              |                       |        |                    |            |            | <b>CHECK TOTAL</b> | <b>153.00</b>    |          |         |       |  |
| 3718                         | HD Supply Inc         | 0000   | 22201263           | EFT        | 09/06/2023 | INV00097059        |                  | 71513    | 75098   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |                    |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP  |            |            |                    | 248.28           |          |         |       |  |
|                              |                       |        |                    |            |            |                    | 248.28           |          |         |       |  |
| 3718                         | HD Supply Inc         | 0000   | 22201263           | EFT        | 09/09/2023 | INV00101142        |                  | 71600    | 75187   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |                    |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP  |            |            |                    | 98.25            |          |         |       |  |
|                              |                       |        |                    |            |            |                    | 98.25            |          |         |       |  |
| 3718                         | HD Supply Inc         | 0000   | 22201263           | EFT        | 09/14/2023 | INV00105067        |                  | 71861    | 75479   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |                    |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP  |            |            |                    | 2,095.32         |          |         |       |  |
|                              |                       |        |                    |            |            |                    | 2,095.32         |          |         |       |  |
|                              |                       |        |                    |            |            | <b>CHECK TOTAL</b> | <b>2,441.85</b>  |          |         |       |  |
| 3361                         | Heritage Landscape Su | 0000   |                    | EFT        | 08/21/2023 | 0011536813-001     |                  | 71810    | 75426   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |                    |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 10109013 42200      |        | GenPWParks OPERSUP |            |            |                    | 976.50           |          |         |       |  |
|                              |                       |        |                    |            |            |                    | 976.50           |          |         |       |  |
|                              |                       |        |                    |            |            | <b>CHECK TOTAL</b> | <b>976.50</b>    |          |         |       |  |
| 2911                         | High Frequency Galler | 0000   |                    | EFT        | 06/22/2023 | 1475               |                  | 71458    | 75040   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |                    |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 27807010 43100      |        | CPP                | PROSERVICE |            |                    | 2,100.00         |          |         |       |  |
|                              |                       |        |                    |            |            |                    | 2,100.00         |          |         |       |  |
| 2911                         | High Frequency Galler | 0000   |                    | EFT        | 08/18/2023 | 1487               |                  | 71459    | 75041   |       |  |
|                              | <b>ACCOUNT DETAIL</b> |        |                    |            |            | <b>LINE AMOUNT</b> |                  |          |         |       |  |
|                              | 1 27807010 43100      |        | CPP                | PROSERVICE |            |                    | 2,040.50         |          |         |       |  |
|                              |                       |        |                    |            |            |                    | 2,040.50         |          |         |       |  |
|                              |                       |        |                    |            |            | <b>CHECK TOTAL</b> | <b>4,140.50</b>  |          |         |       |  |



## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       |       | APCash     |            |            |             |          |          |         |       |  |
|------------------------------|-----------------------|-------|------------|------------|------------|-------------|----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 350                          | Honeywell Analytics I | 0000  |            | EFT        | 07/19/2023 | 5263911408  |          | 71430    | 75012   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10105013 43100      |       | GenLogist  | PROSERVICE |            | 1,050.00    |          |          |         |       |  |
|                              |                       |       |            |            |            |             | 1,050.00 |          |         |       |  |
|                              |                       |       |            |            |            | CHECK TOTAL | 1,050.00 |          |         |       |  |
| 1412                         | Hoosier Fire Equipmen | 0000  |            | EFT        | 08/06/2023 | 116724A     |          | 71681    | 75289   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10105013 42200      |       | GenLogist  | OPERSUP    |            | 1,936.70    |          |          |         |       |  |
|                              |                       |       |            |            |            |             | 1,936.70 |          |         |       |  |
| 1412                         | Hoosier Fire Equipmen | 0000  |            | EFT        | 08/06/2023 | 116724B     |          | 71695    | 75307   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10105013 42200      |       | GenLogist  | OPERSUP    |            | 754.00      |          |          |         |       |  |
|                              |                       |       |            |            |            |             | 754.00   |          |         |       |  |
|                              |                       |       |            |            |            | CHECK TOTAL | 2,690.70 |          |         |       |  |
| 2904                         | Hosia D Smith Sr      | 0000  |            | EFT        | 08/28/2023 | 21831       |          | 71127    | 74703   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10107010 43100      |       | GenParks   | PROSERVICE |            | 1,360.00    |          |          |         |       |  |
|                              |                       |       |            |            |            |             | 1,360.00 |          |         |       |  |
|                              |                       |       |            |            |            | CHECK TOTAL | 1,360.00 |          |         |       |  |
| 3084                         | Houselight Ventures L | 0000  | 22300800   | EFT        | 08/31/2023 | 71523       |          | 71510    | 75095   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10107010 43100      |       | GenParks   | PROSERVICE |            | 2,407.66    |          |          |         |       |  |
|                              |                       |       |            |            |            |             | 2,407.66 |          |         |       |  |
|                              |                       |       |            |            |            | CHECK TOTAL | 2,407.66 |          |         |       |  |
| 1459                         | Idexx Distribution, I | 0000  | 22201204   | EFT        | 09/25/2023 | 3134676987  |          | 71598    | 75185   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 60609014 42200      |       | SewPWWater | OPERSUP    |            | 1,976.14    |          |          |         |       |  |
|                              |                       |       |            |            |            |             | 1,976.14 |          |         |       |  |
|                              |                       |       |            |            |            | CHECK TOTAL | 1,976.14 |          |         |       |  |
| 1543                         | Indiana Oxygen Compan | 0000  |            | EFT        | 08/30/2023 | 10209831    |          | 71547    | 75132   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10105012 43100      |       | GenEMS     | PROSERVICE |            | 184.76      |          |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023  
DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                     |      |            |             |           |          |         |       |
|------------------------------|-----------------------|--------|---------------------|------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO                  | TYPE | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 1543                         | Indiana Oxygen Compan | 0000   |                     | EFT  | 08/30/2023 | 10209798    | 184.76    | 71588    | 75174   |       |
|                              | ACCOUNT DETAIL        |        |                     |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP   |      |            | 45.88       |           |          |         |       |
|                              |                       |        |                     |      |            | CHECK TOTAL | 45.88     |          |         |       |
|                              |                       |        |                     |      |            |             | 230.64    |          |         |       |
| 2399                         | Indiana Testing Inc   | 0000   |                     | EFT  | 09/10/2023 | 83005       |           | 71649    | 75241   |       |
|                              | ACCOUNT DETAIL        |        |                     |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10106010 43100      |        | GenFleet PROSERVICE |      |            | 65.00       |           |          |         |       |
|                              |                       |        |                     |      |            | CHECK TOTAL | 65.00     |          |         |       |
|                              |                       |        |                     |      |            |             | 65.00     |          |         |       |
| 1761                         | Indiana Thermal Solut | 0000   | 22300755            | EFT  | 08/25/2023 | 20376       |           | 71790    | 75403   |       |
|                              | ACCOUNT DETAIL        |        |                     |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild OPERSUP  |      |            | 4,500.00    |           |          |         |       |
|                              |                       |        |                     |      |            | CHECK TOTAL | 4,500.00  |          |         |       |
|                              |                       |        |                     |      |            |             | 4,500.00  |          |         |       |
| 793                          | Indiana Underground P | 0000   | 22300827            | EFT  | 09/04/2023 | 107986      |           | 71683    | 75294   |       |
|                              | ACCOUNT DETAIL        |        |                     |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 62603011 43100      |        | SWPI PROSERVICE     |      |            | 2,148.90    |           |          |         |       |
|                              |                       |        |                     |      |            | CHECK TOTAL | 2,148.90  |          |         |       |
|                              |                       |        |                     |      |            |             | 2,148.90  |          |         |       |
| 4088                         | Indy Sports & Enterta | 0000   |                     | EFT  | 07/30/2023 | 6192023     |           | 71243    | 74821   |       |
|                              | ACCOUNT DETAIL        |        |                     |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 27807010 43100      |        | CPP PROSERVICE      |      |            | 10,535.00   |           |          |         |       |
|                              |                       |        |                     |      |            | CHECK TOTAL | 10,535.00 |          |         |       |
|                              |                       |        |                     |      |            |             | 10,535.00 |          |         |       |
| 733                          | Innovative Integratio | 0000   |                     | EFT  | 08/10/2023 | 41138       |           | 71083    | 74658   |       |
|                              | ACCOUNT DETAIL        |        |                     |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10106050 43100      |        | GenIT PROSERVICE    |      |            | 175.00      |           |          |         |       |
|                              |                       |        |                     |      |            | CHECK TOTAL | 175.00    |          |         |       |
|                              |                       |        |                     |      |            |             | 175.00    |          |         |       |
|                              |                       |        |                     |      |            |             | 175.00    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023

DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |          |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 1929                         | Interpreting Services | 0000   |            | EFT        | 08/16/2023 | INV-007409  |          | 71548    | 75133   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10102100 43100      |        | GenCourt   | PROSERVICE |            | 110.00      |          |          |         |       |  |
|                              |                       |        |            |            |            |             | 110.00   |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 110.00   |          |         |       |  |
| 1823                         | Irving Materials, Inc | 0000   |            | EFT        | 08/13/2023 | 71241231    |          | 71256    | 74834   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 20209011 42200      |        | LRSPWSTRT  | OPERSUP    |            | 1,826.40    |          |          |         |       |  |
|                              |                       |        |            |            |            |             | 1,826.40 |          |         |       |  |
| 1823                         | Irving Materials, Inc | 0000   |            | EFT        | 09/01/2023 | 71248018    |          | 71593    | 75179   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 20109011 42200      |        | MVHPWStr   | OPERSUP    |            | 117.91      |          |          |         |       |  |
|                              |                       |        |            |            |            |             | 117.91   |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 1,944.31 |          |         |       |  |
| 32                           | Jack Doheny Companies | 0000   |            | EFT        | 09/25/2023 | 203653      |          | 71791    | 75406   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 62606010 43100      |        | SWFleet    | PROSERVICE |            | 577.50      |          |          |         |       |  |
|                              |                       |        |            |            |            |             | 577.50   |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 577.50   |          |         |       |  |
| 17                           | Mike Janes            | 0000   |            | INV        | 09/07/2023 | F23-143     |          | 71531    | 75116   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10108015 43200      |        | GenPDSpprt | COMMTRANS  |            | 218.00      |          |          |         |       |  |
|                              |                       |        |            |            |            |             | 218.00   |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 218.00   |          |         |       |  |
| 4100                         | Jasmeet Signh         | 0000   |            | INV        | 08/12/2023 | HIST-H 106  |          | 71648    | 75240   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10101015 43200      |        | GenHR      | COMMTRANS  |            | 897.15      |          |          |         |       |  |
|                              |                       |        |            |            |            |             | 897.15   |          |         |       |  |
| 4100                         | Jasmeet Signh         | 0000   |            | INV        | 08/12/2023 | SPEA-J 387  |          | 71654    | 75246   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10101015 43200      |        | GenHR      | COMMTRANS  |            | 897.15      |          |          |         |       |  |
|                              |                       |        |            |            |            |             | 897.15   |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 1,794.30 |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023

DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       |          |       | APCash |            |            |             |             |           |          |         |       |
|------------------------------|-----------------------|----------|-------|--------|------------|------------|-------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       |          |       | REMIT  | PO         | TYPE       | DUE DATE    | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 3256                         | Jeffery Meyer         |          |       | 0000   | 22300824   | EFT        | 09/11/2023  | 8112023     |           | 71660    | 75252   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            | LINE AMOUNT |             |           |          |         |       |
|                              | 1                     | 60606010 | 42200 |        | SewFleet   | OPERSUP    |             | 2,881.93    |           |          |         |       |
|                              | 2                     | 62606010 | 42200 |        | SWFleet    | OPERSUP    |             | 3,702.32    |           |          |         |       |
|                              |                       |          |       |        |            |            |             |             | 6,584.25  |          |         |       |
| 3256                         | Jeffery Meyer         |          |       | 0000   |            | EFT        | 09/03/2023  | 040383      |           | 71685    | 75296   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            | LINE AMOUNT |             |           |          |         |       |
|                              | 1                     | 60603011 | 42200 |        | SewPI      | OPERSUP    |             | 191.76      |           |          |         |       |
|                              |                       |          |       |        |            |            |             |             | 191.76    |          |         |       |
|                              |                       |          |       |        |            |            |             | CHECK TOTAL | 6,776.01  |          |         |       |
| 2948                         | Jeffrey Michael Janis |          |       | 0000   |            | EFT        | 09/09/2023  | 71626       |           | 71626    | 75214   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            | LINE AMOUNT |             |           |          |         |       |
|                              | 1                     | 10107010 | 43100 |        | GenParks   | PROSERVICE |             | 350.00      |           |          |         |       |
|                              |                       |          |       |        |            |            |             |             | 350.00    |          |         |       |
|                              |                       |          |       |        |            |            |             | CHECK TOTAL | 350.00    |          |         |       |
| 878                          | Jennifer C Messer PC  |          |       | 0000   | 22300094   | EFT        | 08/22/2023  | JULY2023    |           | 71615    | 75203   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            | LINE AMOUNT |             |           |          |         |       |
|                              | 1                     | 10101011 | 43101 |        | GenMayorOf | LGLSVCS    |             | 12,857.14   |           |          |         |       |
|                              | 2                     | 60601011 | 43101 |        | SewMayor   | LGLSVCS    |             | 7,142.86    |           |          |         |       |
|                              |                       |          |       |        |            |            |             |             | 20,000.00 |          |         |       |
|                              |                       |          |       |        |            |            |             | CHECK TOTAL | 20,000.00 |          |         |       |
| 3864                         | Jennifer Sharp        |          |       | 0000   |            | INV        | 08/22/2023  | 61223-72523 |           | 71098    | 74673   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            | LINE AMOUNT |             |           |          |         |       |
|                              | 1                     | 21205058 | 43200 |        | CHD        | COMMTTRANS |             | 70.28       |           |          |         |       |
|                              | 2                     | 21205058 | 42200 |        | CHD        | OPERSUP    |             | 5.35        |           |          |         |       |
|                              |                       |          |       |        |            |            |             |             | 75.63     |          |         |       |
|                              |                       |          |       |        |            |            |             | CHECK TOTAL | 75.63     |          |         |       |
| 10                           | Ryan Jones            |          |       | 0000   |            | INV        | 09/07/2023  | F23=143     |           | 71533    | 75118   |       |
|                              | ACCOUNT DETAIL        |          |       |        |            |            | LINE AMOUNT |             |           |          |         |       |
|                              | 1                     | 10108015 | 43200 |        | GenPDSpprt | COMMTTRANS |             | 218.00      |           |          |         |       |
|                              |                       |          |       |        |            |            |             |             | 218.00    |          |         |       |
|                              |                       |          |       |        |            |            |             | CHECK TOTAL | 218.00    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023

DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |                |          |          |         |       |  |  |
|------------------------------|-----------------------|--------|------------|------------|------------|----------------|----------|----------|---------|-------|--|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE        | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |  |
| 4087                         | Joshua Robinson       | 0000   |            | INV        | 08/08/2023 | 71323          |          | 71101    | 74676   |       |  |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |  |
|                              | 1 21205058 43200      |        | CHD        | COMMTRANS  |            | 178.00         |          |          |         |       |  |  |
|                              |                       |        |            |            |            |                | 178.00   |          |         |       |  |  |
|                              |                       |        |            |            |            | CHECK TOTAL    | 178.00   |          |         |       |  |  |
| 2442                         | Kevin Starkey         | 0000   |            | INV        | 09/08/2023 | F23-056        |          | 71912    | 75533   |       |  |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |  |
|                              | 1 10108015 43200      |        | GenPDSpprt | COMMTRANS  |            | 67.00          |          |          |         |       |  |  |
|                              |                       |        |            |            |            |                | 67.00    |          |         |       |  |  |
|                              |                       |        |            |            |            | CHECK TOTAL    | 67.00    |          |         |       |  |  |
| 150                          | Kirby Risk Corporatio | 0000   |            | EFT        | 08/31/2023 | S112604429.001 |          | 71837    | 75453   |       |  |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |  |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 114.20         |          |          |         |       |  |  |
|                              |                       |        |            |            |            |                | 114.20   |          |         |       |  |  |
| 150                          | Kirby Risk Corporatio | 0000   |            | EFT        | 09/30/2023 | S112634604.001 |          | 71856    | 75474   |       |  |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |  |
|                              | 1 60609014 42200      |        | SewPWWater | OPERSUP    |            | 268.54         |          |          |         |       |  |  |
|                              |                       |        |            |            |            |                | 268.54   |          |         |       |  |  |
|                              |                       |        |            |            |            | CHECK TOTAL    | 382.74   |          |         |       |  |  |
| 117                          | Kleen-It Group, Inc   | 0000   |            | EFT        | 06/24/2023 | 83881          |          | 71407    | 74989   |       |  |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |  |
|                              | 1 10108012 43100      |        | GenPatrol  | PROSERVICE |            | 200.00         |          |          |         |       |  |  |
|                              |                       |        |            |            |            |                | 200.00   |          |         |       |  |  |
|                              |                       |        |            |            |            | CHECK TOTAL    | 200.00   |          |         |       |  |  |
| 3513                         | Knox Handmade LLC-Mas | 0000   |            | EFT        | 08/16/2023 | FPMG017        |          | 71441    | 75022   |       |  |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |  |
|                              | 1 27807010 43100      |        | CPP        | PROSERVICE |            | 432.25         |          |          |         |       |  |  |
|                              |                       |        |            |            |            |                | 432.25   |          |         |       |  |  |
| 3513                         | Knox Handmade LLC-Mas | 0000   |            | EFT        | 08/16/2023 | FPMG016AM      |          | 71454    | 75036   |       |  |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT    |          |          |         |       |  |  |
|                              | 1 27807010 43100      |        | CPP        | PROSERVICE |            | 1,239.00       |          |          |         |       |  |  |
|                              |                       |        |            |            |            |                | 1,239.00 |          |         |       |  |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       |  |       | APCash     |            |            |             |          |          |         |       |
|------------------------------|-----------------------|--|-------|------------|------------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       |  | REMIT | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 3513                         | Knox Handmade LLC-Mas |  | 0000  |            | EFT        | 08/17/2023 | FPMG018     |          | 71456    | 75038   |       |
|                              | ACCOUNT DETAIL        |  |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 27807010 43100      |  |       | CPP        | PROSERVICE |            |             | 677.95   |          |         |       |
|                              |                       |  |       |            |            |            |             | 677.95   |          |         |       |
| 3513                         | Knox Handmade LLC-Mas |  | 0000  |            | EFT        | 08/19/2023 | FPMG019     |          | 71457    | 75039   |       |
|                              | ACCOUNT DETAIL        |  |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 27807010 43100      |  |       | CPP        | PROSERVICE |            |             | 417.20   |          |         |       |
|                              |                       |  |       |            |            |            |             | 417.20   |          |         |       |
|                              |                       |  |       |            |            |            | CHECK TOTAL | 2,766.40 |          |         |       |
| 4096                         | KultureCity           |  | 0000  |            | EFT        | 08/02/2023 | 2423        |          | 71559    | 75145   |       |
|                              | ACCOUNT DETAIL        |  |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10107010 43100      |  |       | GenParks   | PROSERVICE |            |             | 250.00   |          |         |       |
|                              |                       |  |       |            |            |            |             | 250.00   |          |         |       |
|                              |                       |  |       |            |            |            | CHECK TOTAL | 250.00   |          |         |       |
| 3966                         | Laboratory Corporatio |  | 0000  |            | EFT        | 08/08/2023 | 77169863    |          | 71354    | 74936   |       |
|                              | ACCOUNT DETAIL        |  |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 27055058 43100      |  |       | GRTSHD     | PROSERVICE |            |             | 900.00   |          |         |       |
|                              |                       |  |       |            |            |            |             | 900.00   |          |         |       |
|                              |                       |  |       |            |            |            | CHECK TOTAL | 900.00   |          |         |       |
| 221                          | Language Line Service |  | 0000  |            | EFT        | 08/30/2023 | 11064948    |          | 71538    | 75123   |       |
|                              | ACCOUNT DETAIL        |  |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 21205058 43100      |  |       | CHD        | PROSERVICE |            |             | 1,164.21 |          |         |       |
|                              |                       |  |       |            |            |            |             | 1,164.21 |          |         |       |
|                              |                       |  |       |            |            |            | CHECK TOTAL | 1,164.21 |          |         |       |
| 1611                         | Tyler LaShawn         |  | 0000  |            | INV        | 09/08/2023 | F23-056     |          | 71906    | 75527   |       |
|                              | ACCOUNT DETAIL        |  |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10108015 43200      |  |       | GenPDSpprt | COMMTRANS  |            |             | 67.00    |          |         |       |
|                              |                       |  |       |            |            |            |             | 67.00    |          |         |       |
|                              |                       |  |       |            |            |            | CHECK TOTAL | 67.00    |          |         |       |
| 3748                         | Laura MacLean         |  | 0000  | 22300383   | EFT        | 05/06/2023 | 1332        |          | 71692    | 75304   |       |
|                              | ACCOUNT DETAIL        |  |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109013 42200      |  |       | GenPWParks | OPERSUP    |            |             | 4,200.00 |          |         |       |
|                              |                       |  |       |            |            |            |             | 4,200.00 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023  
DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |           |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 4,200.00  |          |         |       |  |
| 51                           | Lessonly Inc          | 0000   | 22300818   | EFT        | 08/26/2023 | INV27634    |           | 71721    | 75333   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10101012 43100      |        | GenBSG     | PROSERVICE |            | 20,812.97   |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 20,812.97 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 20,812.97 |          |         |       |  |
| 218                          | Lifeline Data Centers | 0000   | 22300660   | EFT        | 08/31/2023 | 34032       |           | 71712    | 75324   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10106050 43100      |        | GenIT      | PROSERVICE |            | 2,535.90    |           |          |         |       |  |
|                              | 2 60606050 43100      |        | SewIT      | PROSERVICE |            | 316.99      |           |          |         |       |  |
|                              | 3 62606050 43100      |        | SWIT       | PROSERVICE |            | 316.99      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 3,169.88  |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 3,169.88  |          |         |       |  |
| 498                          | Logan Street Signs &  | 0000   |            | EFT        | 09/07/2023 | 65620       |           | 71542    | 75127   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10108015 42200      |        | GenPDSpprt | OPERSUP    |            | 130.00      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 130.00    |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 130.00    |          |         |       |  |
| 289                          | Macallister Machinery | 0000   | 22300765   | EFT        | 08/11/2023 | MR7170870   |           | 71690    | 75302   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10107010 43100      |        | GenParks   | PROSERVICE |            | 9,653.00    |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 9,653.00  |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 9,653.00  |          |         |       |  |
| 4036                         | Madison Taylor Deese  | 0000   |            | INV        | 07/08/2023 | 6823        |           | 71551    | 75136   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10107010 42200      |        | GenParks   | OPERSUP    |            | 55.60       |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 55.60     |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 55.60     |          |         |       |  |
| 3246                         | Main Event Merchandis | 0000   |            | EFT        | 06/23/2023 | 225671      |           | 71471    | 75053   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10103012 42200      |        | GenPZ      | OPERSUP    |            | 269.25      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 269.25    |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023

DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |          |            |            |             |          |          |         |       |
|------------------------------|-----------------------|--------|----------|------------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO       | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
|                              |                       |        |          |            |            | CHECK TOTAL | 269.25   |          |         |       |
| 4084                         | Maria Louella M Lusk  | 0000   | 22300823 | EFT        | 08/25/2023 | 000449      |          | 71676    | 75268   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10107010 43100      |        | GenParks | PROSERVICE |            | 1,500.00    |          |          |         |       |
|                              |                       |        |          |            |            |             | 1,500.00 |          |         |       |
|                              |                       |        |          |            |            | CHECK TOTAL | 1,500.00 |          |         |       |
| 23                           | Maribeth Smith & Asso | 0000   | 22300801 | EFT        | 08/31/2023 | 5354        |          | 71508    | 75093   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10107010 42200      |        | GenParks | OPERSUP    |            | 437.38      |          |          |         |       |
|                              | 2 10107010 43100      |        | GenParks | PROSERVICE |            | 4,375.00    |          |          |         |       |
|                              |                       |        |          |            |            |             | 4,812.38 |          |         |       |
|                              |                       |        |          |            |            | CHECK TOTAL | 4,812.38 |          |         |       |
| 253                          | Martin Marietta Mater | 0000   | 22300819 | EFT        | 08/19/2023 | 39718312    |          | 71750    | 75357   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTR | OPERSUP    |            | 2,562.57    |          |          |         |       |
|                              |                       |        |          |            |            |             | 2,562.57 |          |         |       |
| 253                          | Martin Marietta Mater | 0000   | 22300819 | EFT        | 08/30/2023 | 39841334    |          | 71752    | 75365   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTR | OPERSUP    |            | 2,299.59    |          |          |         |       |
|                              |                       |        |          |            |            |             | 2,299.59 |          |         |       |
| 253                          | Martin Marietta Mater | 0000   | 22300819 | EFT        | 08/17/2023 | 39684065    |          | 71753    | 75366   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTR | OPERSUP    |            | 263.18      |          |          |         |       |
|                              |                       |        |          |            |            |             | 263.18   |          |         |       |
| 253                          | Martin Marietta Mater | 0000   | 22300819 | EFT        | 08/26/2023 | 39807525    |          | 71754    | 75367   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTR | OPERSUP    |            | 1,939.41    |          |          |         |       |
|                              |                       |        |          |            |            |             | 1,939.41 |          |         |       |
| 253                          | Martin Marietta Mater | 0000   | 22300819 | EFT        | 08/27/2023 | 39825013    |          | 71755    | 75368   |       |
|                              | ACCOUNT DETAIL        |        |          |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTR | OPERSUP    |            | 1,605.15    |          |          |         |       |
|                              |                       |        |          |            |            |             | 1,605.15 |          |         |       |
|                              |                       |        |          |            |            | CHECK TOTAL | 8,669.90 |          |         |       |



## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |          |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 1737                         | Kevin Matt            | 0000   |            | INV        | 09/08/2023 | F23-056     |          | 71908    | 75529   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10108015 43200      |        | GenPDSpprt | COMMTTRANS |            | 67.00       |          |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 67.00    |          |         |       |  |
|                              |                       |        |            |            |            |             | 67.00    |          |         |       |  |
| 2236                         | McKesson Medical-Surg | 0000   |            | EFT        | 08/31/2023 | 57840142    |          | 71353    | 74935   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 21205058 42200      |        | CHD        | OPERSUP    |            | 272.77      |          |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 272.77   |          |         |       |  |
|                              |                       |        |            |            |            |             | 272.77   |          |         |       |  |
| 232                          | McMaster-Carr Supply  | 0000   |            | EFT        | 09/07/2023 | 12318725    |          | 71680    | 75290   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 62609014 42200      |        | SWPWWater  | OPERSUP    |            | 891.27      |          |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 891.27   |          |         |       |  |
|                              |                       |        |            |            |            |             | 891.27   |          |         |       |  |
| 542                          | Melissa Kaye Brennema | 0000   | 22300250   | EFT        | 09/08/2023 | 1286        |          | 71714    | 75326   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10106050 43100      |        | GenIT      | PROSERVICE |            | 2,371.49    |          |          |         |       |  |
|                              | 2 60606050 43100      |        | SewIT      | PROSERVICE |            | 988.13      |          |          |         |       |  |
|                              | 3 62606050 43100      |        | SWIT       | PROSERVICE |            | 592.88      |          |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 3,952.50 |          |         |       |  |
|                              |                       |        |            |            |            |             | 3,952.50 |          |         |       |  |
| 266                          | Menard Inc            | 0000   |            | EFT        | 09/04/2023 | 66377       |          | 71506    | 75090   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10105013 42200      |        | GenLogist  | OPERSUP    |            | 234.30      |          |          |         |       |  |
|                              |                       |        |            |            |            |             | 234.30   |          |         |       |  |
| 266                          | Menard Inc            | 0000   |            | EFT        | 09/08/2023 | 66553       |          | 71579    | 75165   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10105016 42200      |        | GenExAff   | OPERSUP    |            | 11.99       |          |          |         |       |  |
|                              |                       |        |            |            |            |             | 11.99    |          |         |       |  |
| 266                          | Menard Inc            | 0000   |            | EFT        | 08/11/2023 | 65015       |          | 71708    | 75320   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |          |          |         |       |  |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 57.81       |          |          |         |       |  |
|                              |                       |        |            |            |            |             | 57.81    |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       |       |            | APCash     |            |             |           |          |         |       |  |
|------------------------------|-----------------------|-------|------------|------------|------------|-------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
| 266                          | Menard Inc            | 0000  |            | EFT        | 08/16/2023 | 65293       |           | 71710    | 75322   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10109012 42200      |       | GenPWBuild | OPERSUP    |            | 190.14      |           |          |         |       |  |
|                              |                       |       |            |            |            |             | 190.14    |          |         |       |  |
| 266                          | Menard Inc            | 0000  |            | EFT        | 08/19/2023 | 65452       |           | 71715    |         |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10109012 42200      |       | GenPWBuild | OPERSUP    |            | 132.27      |           |          |         |       |  |
|                              |                       |       |            |            |            |             | 132.27    |          |         |       |  |
| 266                          | Menard Inc            | 0000  |            | EFT        | 08/20/2023 | 65519       |           | 71719    | 75331   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10109012 42200      |       | GenPWBuild | OPERSUP    |            | 44.38       |           |          |         |       |  |
|                              |                       |       |            |            |            |             | 44.38     |          |         |       |  |
| 266                          | Menard Inc            | 0000  |            | EFT        | 09/13/2023 | 66832       |           | 71749    | 75362   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10105013 42200      |       | GenLogist  | OPERSUP    |            | 14.97       |           |          |         |       |  |
|                              |                       |       |            |            |            |             | 14.97     |          |         |       |  |
|                              |                       |       |            |            |            | CHECK TOTAL | 685.86    |          |         |       |  |
| 274                          | Meyer Najem Construct | 0000  |            | EFT        | 07/31/2023 | 0223723-04  |           | 71610    | 75198   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 27057010 44920      |       | GRNTParks  | CAPEXP     |            | 32,365.30   |           |          |         |       |  |
|                              |                       |       |            |            |            |             | 32,365.30 |          |         |       |  |
| 274                          | Meyer Najem Construct | 0000  |            | EFT        | 08/31/2023 | 0223723-05  |           | 71611    | 75199   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 27057010 44920      |       | GRNTParks  | CAPEXP     |            | 21,979.00   |           |          |         |       |  |
|                              |                       |       |            |            |            |             | 21,979.00 |          |         |       |  |
|                              |                       |       |            |            |            | CHECK TOTAL | 54,344.30 |          |         |       |  |
| 4089                         | Michael L Wigginton   | 0000  |            | EFT        | 08/18/2023 | 71216       |           | 71216    | 74792   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10107010 43100      |       | GenParks   | PROSERVICE |            | 1,250.00    |           |          |         |       |  |
|                              |                       |       |            |            |            |             | 1,250.00  |          |         |       |  |
|                              |                       |       |            |            |            | CHECK TOTAL | 1,250.00  |          |         |       |  |
| 3148                         | Michigan Playgrounds  | 0000  | 22300834   | EFT        | 05/18/2023 | SINV-05831  |           | 71688    | 75300   |       |  |
|                              | ACCOUNT DETAIL        |       |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10109013 42200      |       | GenPWParks | OPERSUP    |            | 11,045.90   |           |          |         |       |  |
|                              |                       |       |            |            |            |             | 11,045.90 |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                  |      |            |             |           |          |         |       |
|------------------------------|-----------------------|--------|------------------|------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO               | TYPE | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
|                              |                       |        |                  |      |            | CHECK TOTAL | 11,045.90 |          |         |       |
| 331                          | Milestone Contractors | 0000   | 22300143         | EFT  | 08/18/2023 | 159215      |           | 71724    | 75336   |       |
|                              | ACCOUNT DETAIL        |        |                  |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP |      |            | 569.71      | 569.71    | 71726    | 75338   |       |
| 331                          | Milestone Contractors | 0000   | 22300143         | EFT  | 08/19/2023 | 159294      |           |          |         |       |
|                              | ACCOUNT DETAIL        |        |                  |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP |      |            | 120.15      | 120.15    | 71727    | 75339   |       |
| 331                          | Milestone Contractors | 0000   | 22300143         | EFT  | 08/23/2023 | 159467      |           |          |         |       |
|                              | ACCOUNT DETAIL        |        |                  |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP |      |            | 70.88       | 70.88     | 71728    | 75340   |       |
| 331                          | Milestone Contractors | 0000   | 22300143         | EFT  | 08/23/2023 | 159494      |           |          |         |       |
|                              | ACCOUNT DETAIL        |        |                  |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP |      |            | 892.50      | 892.50    | 71729    | 75341   |       |
| 331                          | Milestone Contractors | 0000   | 22300143         | EFT  | 08/25/2023 | 159610      |           |          |         |       |
|                              | ACCOUNT DETAIL        |        |                  |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP |      |            | 1,825.46    | 1,825.46  | 71730    | 75342   |       |
| 331                          | Milestone Contractors | 0000   | 22300143         | EFT  | 08/26/2023 | 159699      |           |          |         |       |
|                              | ACCOUNT DETAIL        |        |                  |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP |      |            | 3,519.03    | 3,519.03  | 71731    | 75343   |       |
| 331                          | Milestone Contractors | 0000   | 22300143         | EFT  | 08/26/2023 | 159794      |           |          |         |       |
|                              | ACCOUNT DETAIL        |        |                  |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP |      |            | 1,785.60    | 1,785.60  | 71764    | 75377   |       |
| 331                          | Milestone Contractors | 0000   | 22300143         | EFT  | 08/30/2023 | 159873      |           |          |         |       |
|                              | ACCOUNT DETAIL        |        |                  |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP |      |            | 3,506.23    | 3,506.23  | 71765    | 75378   |       |
| 331                          | Milestone Contractors | 0000   | 22300143         | EFT  | 08/30/2023 | 159962      |           |          |         |       |
|                              | ACCOUNT DETAIL        |        |                  |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTRTOPERSUP |      |            | 1,709.13    | 1,709.13  |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023  
DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                   |            |            |             |           |          |         |       |
|------------------------------|-----------------------|--------|-------------------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO                | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
|                              |                       |        |                   |            |            | CHECK TOTAL | 13,998.69 |          |         |       |
| 2934                         | Miller Transportation | 0000   |                   | EFT        | 09/06/2023 | 153922      |           | 71540    | 75125   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10107010 43100      |        | GenParks          | PROSERVICE |            | 395.00      |           |          |         |       |
|                              |                       |        |                   |            |            | CHECK TOTAL | 395.00    |          |         |       |
| 254                          | Miller's Autobody, In | 0000   | 22201075          | EFT        | 07/22/2023 | 62432       |           | 71511    | 75096   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10106010 43100      |        | GenFleet          | PROSERVICE |            | 1,000.00    |           |          |         |       |
|                              |                       |        |                   |            |            | CHECK TOTAL | 1,000.00  |          |         |       |
| 254                          | Miller's Autobody, In | 0000   | 22300821          | EFT        | 08/21/2023 | 62749       |           | 71607    | 75195   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10106010 43100      |        | GenFleet          | PROSERVICE |            | 11,297.23   |           |          |         |       |
|                              |                       |        |                   |            |            | CHECK TOTAL | 11,297.23 |          |         |       |
| 2626                         | Mountain Glacier LLC  | 0000   |                   | EFT        | 09/03/2023 | 0900459108  |           | 71490    | 75072   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP |            |            | 68.93       |           |          |         |       |
|                              |                       |        |                   |            |            | CHECK TOTAL | 68.93     |          |         |       |
| 2626                         | Mountain Glacier LLC  | 0000   |                   | EFT        | 09/07/2023 | 0101562783  |           | 71552    | 75137   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10102010 43100      |        | GenClerk          | PROSERVICE |            | 99.80       |           |          |         |       |
|                              |                       |        |                   |            |            | CHECK TOTAL | 99.80     |          |         |       |
|                              |                       |        |                   |            |            | CHECK TOTAL | 168.73    |          |         |       |
| 968                          | MRO Supply LLC        | 0000   |                   | EFT        | 08/23/2023 | 24250       |           | 71756    | 75369   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild        | OPERSUP    |            | 237.94      |           |          |         |       |
|                              |                       |        |                   |            |            | CHECK TOTAL | 237.94    |          |         |       |
|                              |                       |        |                   |            |            | CHECK TOTAL | 237.94    |          |         |       |
| 845                          | Multi Service Technol | 0000   |                   | EFT        | 09/06/2023 | 991-1-65429 |           | 71493    | 75075   |       |
|                              | ACCOUNT DETAIL        |        |                   |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP |            |            | 200.00      |           |          |         |       |
|                              |                       |        |                   |            |            | CHECK TOTAL | 200.00    |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023

DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |        |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|--------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT | DOCUMENT | VOUCHER | CHECK |
| 845                          | Multi Service Technol | 0000   |            | EFT        | 09/13/2023 | 991-1-65676 |        | 71808    | 75422   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 62609014 42200      |        | SWPWWater  | OPERSUP    |            | 200.00      |        |          |         |       |
|                              |                       |        |            |            |            |             | 200.00 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 400.00 |          |         |       |
| 234                          | Municipal Emergency S | 0000   |            | EFT        | 09/09/2023 | IN1917439   |        | 71748    | 75361   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10105015 42231      |        | GenSafeTr  | UNIFORMS   |            | 150.00      |        |          |         |       |
|                              |                       |        |            |            |            |             | 150.00 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 150.00 |          |         |       |
| 903                          | NCH Corporation       | 0000   |            | EFT        | 08/10/2023 | 8329607     |        | 71829    | 75445   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            | 360.00      |        |          |         |       |
|                              |                       |        |            |            |            |             | 360.00 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 360.00 |          |         |       |
| 2716                         | Nelson & Co LLC       | 0000   |            | EFT        | 09/01/2023 | SI153621    |        | 71374    | 74956   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10108012 42200      |        | GenPatrol  | OPERSUP    |            | 356.00      |        |          |         |       |
|                              |                       |        |            |            |            |             | 356.00 |          |         |       |
| 2716                         | Nelson & Co LLC       | 0000   | 22300703   | EFT        | 09/02/2023 | SI153672    |        | 71424    | 75006   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10105015 42231      |        | GenSafeTr  | UNIFORMS   |            | 561.69      |        |          |         |       |
|                              |                       |        |            |            |            |             | 561.69 |          |         |       |
| 2716                         | Nelson & Co LLC       | 0000   | 22300703   | EFT        | 09/02/2023 | SI153677    |        | 71425    | 75007   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10105015 42231      |        | GenSafeTr  | UNIFORMS   |            | 561.69      |        |          |         |       |
|                              |                       |        |            |            |            |             | 561.69 |          |         |       |
| 2716                         | Nelson & Co LLC       | 0000   | 22300703   | EFT        | 09/02/2023 | SI153678    |        | 71426    | 75008   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10105015 42231      |        | GenSafeTr  | UNIFORMS   |            | 561.69      |        |          |         |       |
|                              |                       |        |            |            |            |             | 561.69 |          |         |       |
| 2716                         | Nelson & Co LLC       | 0000   | 22300703   | EFT        | 09/02/2023 | SI153679    |        | 71427    | 75009   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |        |          |         |       |
|                              | 1 10105015 42231      |        | GenSafeTr  | UNIFORMS   |            | 561.69      |        |          |         |       |
|                              |                       |        |            |            |            |             | 561.69 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023  
DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                  | APCash |           |            |            |                    |          |          |         |       |  |
|------------------------------|------------------|--------|-----------|------------|------------|--------------------|----------|----------|---------|-------|--|
| VENDOR                       |                  | REMIT  | PO        | TYPE       | DUE DATE   | INVOICE            | AMOUNT   | DOCUMENT | VOUCHER | CHECK |  |
| 2716                         | Nelson & Co LLC  | 0000   |           | EFT        | 09/02/2023 | SC161500           |          | 71428    | 75010   |       |  |
|                              | ACCOUNT DETAIL   |        |           |            |            | LINE AMOUNT        |          |          |         |       |  |
|                              | 1 10105015 42231 |        | GenSafeTr | UNIFORMS   |            | -7.60              |          |          |         |       |  |
|                              |                  |        |           |            |            |                    | -7.60    |          |         |       |  |
| 2716                         | Nelson & Co LLC  | 0000   |           | EFT        | 09/02/2023 | SC161501           |          | 71429    | 75011   |       |  |
|                              | ACCOUNT DETAIL   |        |           |            |            | LINE AMOUNT        |          |          |         |       |  |
|                              | 1 10105015 42231 |        | GenSafeTr | UNIFORMS   |            | -7.60              |          |          |         |       |  |
|                              |                  |        |           |            |            |                    | -7.60    |          |         |       |  |
| 2716                         | Nelson & Co LLC  | 0000   | 22300797  | EFT        | 08/17/2023 | SI153166           |          | 71433    | 75015   |       |  |
|                              | ACCOUNT DETAIL   |        |           |            |            | LINE AMOUNT        |          |          |         |       |  |
|                              | 1 10108012 42200 |        | GenPatrol | OPERSUP    |            | 2,005.02           |          |          |         |       |  |
|                              |                  |        |           |            |            |                    | 2,005.02 |          |         |       |  |
| 2716                         | Nelson & Co LLC  | 0000   |           | EFT        | 08/31/2023 | SI153566           |          | 71434    | 75016   |       |  |
|                              | ACCOUNT DETAIL   |        |           |            |            | LINE AMOUNT        |          |          |         |       |  |
|                              | 1 10108012 43100 |        | GenPatrol | PROSERVICE |            | 11.60              |          |          |         |       |  |
|                              |                  |        |           |            |            |                    | 11.60    |          |         |       |  |
| 2716                         | Nelson & Co LLC  | 0000   |           | EFT        | 09/07/2023 | SI153802           |          | 71541    | 75126   |       |  |
|                              | ACCOUNT DETAIL   |        |           |            |            | LINE AMOUNT        |          |          |         |       |  |
|                              | 1 10108012 43100 |        | GenPatrol | PROSERVICE |            | 15.00              |          |          |         |       |  |
|                              |                  |        |           |            |            |                    | 15.00    |          |         |       |  |
| 2716                         | Nelson & Co LLC  | 0000   | 22300775  | EFT        | 07/01/2023 | SI-136462          |          | 71543    | 75128   |       |  |
|                              | ACCOUNT DETAIL   |        |           |            |            | LINE AMOUNT        |          |          |         |       |  |
|                              | 1 10108012 42200 |        | GenPatrol | OPERSUP    |            | 4,049.40           |          |          |         |       |  |
|                              |                  |        |           |            |            |                    | 4,049.40 |          |         |       |  |
| 2716                         | Nelson & Co LLC  | 0000   |           | EFT        | 09/08/2023 | SI153865           |          | 71589    | 75175   |       |  |
|                              | ACCOUNT DETAIL   |        |           |            |            | LINE AMOUNT        |          |          |         |       |  |
|                              | 1 10108012 42200 |        | GenPatrol | OPERSUP    |            | 7.20               |          |          |         |       |  |
|                              |                  |        |           |            |            |                    | 7.20     |          |         |       |  |
| 2716                         | Nelson & Co LLC  | 0000   | 22300839  | EFT        | 08/03/2023 | SI152732(SI151575) |          | 71652    | 75244   |       |  |
|                              | ACCOUNT DETAIL   |        |           |            |            | LINE AMOUNT        |          |          |         |       |  |
|                              | 1 10108012 42200 |        | GenPatrol | OPERSUP    |            | 2,299.80           |          |          |         |       |  |
|                              |                  |        |           |            |            |                    | 2,299.80 |          |         |       |  |
| 2716                         | Nelson & Co LLC  | 0000   | 22300838  | EFT        | 08/03/2023 | SI152732(SI151576) |          | 71653    | 75245   |       |  |
|                              | ACCOUNT DETAIL   |        |           |            |            | LINE AMOUNT        |          |          |         |       |  |
|                              | 1 10108012 42200 |        | GenPatrol | OPERSUP    |            | 2,344.60           |          |          |         |       |  |
|                              |                  |        |           |            |            |                    | 2,344.60 |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |           |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
| 2716                         | Nelson & Co LLC       | 0000   |            | EFT        | 09/11/2023 | SI153932    |           | 71698    | 75310   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10105015 42231      |        | GenSafeTr  | UNIFORMS   |            | 121.78      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 121.78    |          |         |       |  |
| 2716                         | Nelson & Co LLC       | 0000   |            | EFT        | 09/06/2023 | SC161510    |           | 71699    | 75311   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10105015 42231      |        | GenSafeTr  | UNIFORMS   |            | -87.90      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | -87.90    |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 13,354.06 |          |         |       |  |
| 327                          | Nelson Alarm Inc.     | 0000   |            | INV        | 08/21/2023 | 23080258    |           | 71194    | 74769   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10106050 43100      |        | GenIT      | PROSERVICE |            | 193.00      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 193.00    |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 193.00    |          |         |       |  |
| 3874                         | Nicholson Davey Neal  | 0000   | 22300517   | EFT        | 08/31/2023 | 73123FED    |           | 71469    | 75051   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10101014 43100      |        | GenEcon    | PROSERVICE |            | 5,000.00    |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 5,000.00  |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 5,000.00  |          |         |       |  |
| 335                          | Office Three Sixty In | 0000   |            | EFT        | 09/01/2023 | 2649252     |           | 71484    | 75066   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 60609014 42200      |        | SewPWWater | OPERSUP    |            | 30.33       |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 30.33     |          |         |       |  |
| 335                          | Office Three Sixty In | 0000   |            | EFT        | 09/01/2023 | 2649011     |           | 71624    | 75213   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10101011 42200      |        | GenMayorOf | OPERSUP    |            | 61.50       |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 61.50     |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 91.83     |          |         |       |  |
| 99994                        | Monty Steelman Jr.    | 0000   |            | INV        | 09/02/2023 | 08.03.2023  |           | 71491    | 75073   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10109013 43100      |        | GenPWParks | PROSERVICE |            | 180.00      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 180.00    |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 180.00    |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |                  |           |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|------------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE          | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
| 99997                        | Lauren Cartmel        | 0000   |            | INV        | 08/09/2023 | Cartmel 57009264 |           | 71464    | 75046   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT      |           |          |         |       |  |
|                              | 1 10107010 43901      |        | GenParks   | REFUNDS    |            | 21.00            |           |          |         |       |  |
|                              |                       |        |            |            |            |                  | 21.00     |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL      | 21.00     |          |         |       |  |
| 99996                        | Chris Jenkins         | 0000   |            | INV        | 09/13/2023 | Chris Jenkins    |           | 71769    | 75382   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT      |           |          |         |       |  |
|                              | 1 60609014 43100      |        | SewPWWater | PROSERVICE |            | 9,819.00         |           |          |         |       |  |
|                              |                       |        |            |            |            |                  | 9,819.00  |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL      | 9,819.00  |          |         |       |  |
| 99996                        | Kristy Garwood        | 0000   |            | INV        | 09/10/2023 | Kristy Garwood   |           | 71612    | 75200   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT      |           |          |         |       |  |
|                              | 1 62609014 43905      |        | SWPWWater  | Cont Exp   |            | 1,237.97         |           |          |         |       |  |
|                              |                       |        |            |            |            |                  | 1,237.97  |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL      | 1,237.97  |          |         |       |  |
| 99996                        | Mark Reese            | 0000   |            | INV        | 09/13/2023 | Mark Reese       |           | 71703    | 75315   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT      |           |          |         |       |  |
|                              | 1 62609014 43905      |        | SWPWWater  | Cont Exp   |            | 8,462.50         |           |          |         |       |  |
|                              |                       |        |            |            |            |                  | 8,462.50  |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL      | 8,462.50  |          |         |       |  |
| 3198                         | Outdoor Home Services | 0000   | 22300082   | EFT        | 08/01/2023 | 179887936        |           | 71693    | 75305   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT      |           |          |         |       |  |
|                              | 1 20109011 43100      |        | MVHPWStr   | PROSERVICE |            | 6,765.00         |           |          |         |       |  |
|                              |                       |        |            |            |            |                  | 6,765.00  |          |         |       |  |
| 3198                         | Outdoor Home Services | 0000   | 22300082   | EFT        | 08/01/2023 | 179888700        |           | 71694    | 75306   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT      |           |          |         |       |  |
|                              | 1 20109011 43100      |        | MVHPWStr   | PROSERVICE |            | 17,193.09        |           |          |         |       |  |
|                              |                       |        |            |            |            |                  | 17,193.09 |          |         |       |  |
| 3198                         | Outdoor Home Services | 0000   |            | EFT        | 08/02/2023 | 179971775        |           | 71819    | 75434   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT      |           |          |         |       |  |
|                              | 1 10109013 43100      |        | GenPWParks | PROSERVICE |            | 197.02           |           |          |         |       |  |
|                              |                       |        |            |            |            |                  | 197.02    |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL      | 24,155.11 |          |         |       |  |



## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |                    |                 |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|--------------------|-----------------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE            | AMOUNT          | DOCUMENT | VOUCHER | CHECK |
| 2796                         | Paramedics Logistics  | 0000   | 22300825   | EFT        | 09/08/2023 | 3930               |                 | 71696    | 75308   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10105012 43200      |        | GenEMS     | COMMTRANS  |            | 8,748.22           |                 |          |         |       |
|                              |                       |        |            |            |            |                    | 8,748.22        |          |         |       |
|                              |                       |        |            |            |            | <b>CHECK TOTAL</b> | <b>8,748.22</b> |          |         |       |
| 1608                         | Jason Peasley         | 0000   |            | INV        | 09/08/2023 | F23-056            |                 | 71910    | 75531   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10108015 43200      |        | GenPDSpprt | COMMTRANS  |            | 67.00              |                 |          |         |       |
|                              |                       |        |            |            |            |                    | 67.00           |          |         |       |
|                              |                       |        |            |            |            | <b>CHECK TOTAL</b> | <b>67.00</b>    |          |         |       |
| 1565                         | Mike Pedersen         | 0000   |            | INV        | 09/07/2023 | F23-143            |                 | 71532    | 75117   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10108015 43200      |        | GenPDSpprt | COMMTRANS  |            | 218.00             |                 |          |         |       |
|                              |                       |        |            |            |            |                    | 218.00          |          |         |       |
|                              |                       |        |            |            |            | <b>CHECK TOTAL</b> | <b>218.00</b>   |          |         |       |
| 384                          | Pinnacle Partners Inc | 0000   | 22300758   | EFT        | 09/13/2023 | 50595              |                 | 71723    | 75335   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10106050 43100      |        | GenIT      | PROSERVICE |            | 4,376.40           |                 |          |         |       |
|                              | 2 60606050 43100      |        | SewIT      | PROSERVICE |            | 1,458.80           |                 |          |         |       |
|                              | 3 62606050 43100      |        | SWIT       | PROSERVICE |            | 1,458.80           |                 |          |         |       |
|                              |                       |        |            |            |            |                    | 7,294.00        |          |         |       |
|                              |                       |        |            |            |            | <b>CHECK TOTAL</b> | <b>7,294.00</b> |          |         |       |
| 360                          | Pitney Bowes, Inc.    | 0000   |            | EFT        | 09/10/2023 | 46613410Aug'23     |                 | 71576    | 75162   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10105011 43202      |        | GenFireAdm | POSTAGE    |            | 1,000.00           |                 |          |         |       |
|                              | 2 21205058 43202      |        | CHD        | POSTAGE    |            | 2,000.00           |                 |          |         |       |
|                              |                       |        |            |            |            |                    | 3,000.00        |          |         |       |
|                              |                       |        |            |            |            | <b>CHECK TOTAL</b> | <b>3,000.00</b> |          |         |       |
| 366                          | Plumbers Supply Compa | 0000   |            | EFT        | 08/25/2023 | 90515798           |                 | 71832    | 75448   |       |
|                              | <b>ACCOUNT DETAIL</b> |        |            |            |            | <b>LINE AMOUNT</b> |                 |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            | 92.88              |                 |          |         |       |
|                              |                       |        |            |            |            |                    | 92.88           |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       |                |       | APCash     |            |            |             |          |          |         |       |
|------------------------------|-----------------------|----------------|-------|------------|------------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       |                | REMIT | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 366                          | Plumbers Supply Compa |                | 0000  |            | EFT        | 08/25/2023 | 90515801    |          | 71833    | 75449   |       |
|                              | ACCOUNT DETAIL        |                |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10109012 42200 |       | GenPWBuild | OPERSUP    |            |             | 108.00   |          |         |       |
|                              |                       |                |       |            |            |            |             | 108.00   |          |         |       |
| 366                          | Plumbers Supply Compa |                | 0000  |            | EFT        | 08/25/2023 | 90515804    |          | 71834    | 75450   |       |
|                              | ACCOUNT DETAIL        |                |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10109012 42200 |       | GenPWBuild | OPERSUP    |            |             | 35.70    |          |         |       |
|                              |                       |                |       |            |            |            |             | 35.70    |          |         |       |
| 366                          | Plumbers Supply Compa |                | 0000  |            | EFT        | 08/25/2023 | 90515806    |          | 71835    | 75451   |       |
|                              | ACCOUNT DETAIL        |                |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10109012 42200 |       | GenPWBuild | OPERSUP    |            |             | 103.32   |          |         |       |
|                              |                       |                |       |            |            |            |             | 103.32   |          |         |       |
|                              |                       |                |       |            |            |            | CHECK TOTAL | 339.90   |          |         |       |
| 3328                         | Proveli LLC           |                | 0000  |            | EFT        | 04/26/2023 | 56874       |          | 71265    | 74843   |       |
|                              | ACCOUNT DETAIL        |                |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 20109011 42200 |       | MVHPWStr   | OPERSUP    |            |             | 1,118.18 |          |         |       |
|                              |                       |                |       |            |            |            |             | 1,118.18 |          |         |       |
| 3328                         | Proveli LLC           |                | 0000  |            | EFT        | 08/25/2023 | 68560       |          | 71757    | 75370   |       |
|                              | ACCOUNT DETAIL        |                |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 20109011 42200 |       | MVHPWStr   | OPERSUP    |            |             | 252.40   |          |         |       |
|                              |                       |                |       |            |            |            |             | 252.40   |          |         |       |
| 3328                         | Proveli LLC           |                | 0000  |            | EFT        | 08/30/2023 | 69019       |          | 71758    | 75371   |       |
|                              | ACCOUNT DETAIL        |                |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 20109011 42200 |       | MVHPWStr   | OPERSUP    |            |             | 1,261.37 |          |         |       |
|                              |                       |                |       |            |            |            |             | 1,261.37 |          |         |       |
|                              |                       |                |       |            |            |            | CHECK TOTAL | 2,631.95 |          |         |       |
| 375                          | PTR, Inc.             |                | 0000  |            | EFT        | 06/16/2023 | 155922      |          | 71621    | 75210   |       |
|                              | ACCOUNT DETAIL        |                |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10101016 43100 |       | GenPR      | PROSERVICE |            |             | 305.10   |          |         |       |
|                              |                       |                |       |            |            |            |             | 305.10   |          |         |       |
| 375                          | PTR, Inc.             |                | 0000  |            | EFT        | 06/28/2023 | 155935      |          | 71622    | 75211   |       |
|                              | ACCOUNT DETAIL        |                |       |            |            |            | LINE AMOUNT |          |          |         |       |
|                              | 1                     | 10101016 43100 |       | GenPR      | PROSERVICE |            |             | 1,782.20 |          |         |       |
|                              |                       |                |       |            |            |            |             | 1,782.20 |          |         |       |
|                              |                       |                |       |            |            |            | CHECK TOTAL | 2,087.30 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       |                |       | APCash                |      |            |             |           |          |         |       |
|------------------------------|-----------------------|----------------|-------|-----------------------|------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       |                | REMIT | PO                    | TYPE | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 374                          | PVS Nolwood Chemicals |                | 0000  | 22300655              | EFT  | 08/31/2023 | 804304      |           | 71512    | 75097   |       |
|                              | ACCOUNT DETAIL        |                |       |                       |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60609014 42200 |       | SewPWWaterOPERSUP     |      |            |             | 11,084.23 |          |         |       |
|                              |                       |                |       |                       |      |            |             | 11,084.23 |          |         |       |
|                              |                       |                |       |                       |      |            | CHECK TOTAL | 11,084.23 |          |         |       |
| 1364                         | Regions Bank          |                | 0000  |                       | EFT  | 10/01/2023 | 110796      |           | 71605    | 75193   |       |
|                              | ACCOUNT DETAIL        |                |       |                       |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 33161010 43100 |       | BI/GOPAdmn PROSERVICE |      |            |             | 750.00    |          |         |       |
|                              |                       |                |       |                       |      |            |             | 750.00    |          |         |       |
|                              |                       |                |       |                       |      |            | CHECK TOTAL | 750.00    |          |         |       |
| 440                          | RQAW Corporation      |                | 0000  |                       | EFT  | 06/30/2023 | 53123-25    |           | 71282    | 74860   |       |
|                              | ACCOUNT DETAIL        |                |       |                       |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60854010 43100 |       | SWRCPTENGPROSERVICE   |      |            |             | 6,120.00  |          |         |       |
|                              |                       |                |       |                       |      |            |             | 6,120.00  |          |         |       |
|                              |                       |                |       |                       |      |            | CHECK TOTAL | 6,120.00  |          |         |       |
| 440                          | RQAW Corporation      |                | 0000  |                       | EFT  | 06/30/2023 | 53123-23    |           | 71283    | 74861   |       |
|                              | ACCOUNT DETAIL        |                |       |                       |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60854010 43100 |       | SWRCPTENGPROSERVICE   |      |            |             | 8,820.00  |          |         |       |
|                              |                       |                |       |                       |      |            |             | 8,820.00  |          |         |       |
|                              |                       |                |       |                       |      |            | CHECK TOTAL | 8,820.00  |          |         |       |
| 440                          | RQAW Corporation      |                | 0000  |                       | EFT  | 06/30/2023 | 53123-24    |           | 71284    | 74862   |       |
|                              | ACCOUNT DETAIL        |                |       |                       |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60854010 43100 |       | SWRCPTENGPROSERVICE   |      |            |             | 7,680.00  |          |         |       |
|                              |                       |                |       |                       |      |            |             | 7,680.00  |          |         |       |
|                              |                       |                |       |                       |      |            | CHECK TOTAL | 7,680.00  |          |         |       |
| 440                          | RQAW Corporation      |                | 0000  |                       | EFT  | 07/30/2023 | 63023-52    |           | 71286    | 74864   |       |
|                              | ACCOUNT DETAIL        |                |       |                       |      |            | LINE AMOUNT |           |          |         |       |
|                              | 1                     | 60854010 43100 |       | SWRCPTENGPROSERVICE   |      |            |             | 32,640.00 |          |         |       |
|                              |                       |                |       |                       |      |            |             | 32,640.00 |          |         |       |
|                              |                       |                |       |                       |      |            | CHECK TOTAL | 32,640.00 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023  
DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |           |          |         |       |  |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|-----------|----------|---------|-------|--|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |  |
| 2107                         | Schindler Elevator Co | 0000   | 22300820   | EFT        | 08/14/2023 | 8106309562  |           | 71704    | 75316   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10109012 43100      |        | GenPWBuild | PROSERVICE |            | 11,269.07   |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 11,269.07 |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 11,269.07 |          |         |       |  |
| 466                          | Sharp Printing Servic | 0000   |            | EFT        | 08/20/2023 | 98372       |           | 71003    | 74576   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 21205058 43300      |        | CHD        | PRINTADVER |            | 400.00      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 400.00    |          |         |       |  |
| 466                          | Sharp Printing Servic | 0000   |            | EFT        | 08/25/2023 | 98275       |           | 71004    | 74577   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 21205058 43300      |        | CHD        | PRINTADVER |            | 104.00      |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 104.00    |          |         |       |  |
| 466                          | Sharp Printing Servic | 0000   |            | EFT        | 09/15/2023 | 98784       |           | 71873    | 75493   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 21205058 43300      |        | CHD        | PRINTADVER |            | 80.00       |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 80.00     |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 584.00    |          |         |       |  |
| 466                          | Sharp Printing Servic | 0000   |            | EFT        | 09/02/2023 | 98568       |           | 71492    | 75074   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 20104010 42200      |        | MVHEng     | OPERSUP    |            | 28.33       |           |          |         |       |  |
|                              | 2 60604010 42200      |        | SewEng     | OPERSUP    |            | 28.33       |           |          |         |       |  |
|                              | 3 62604010 42200      |        | SWEng      | OPERSUP    |            | 28.34       |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 85.00     |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 85.00     |          |         |       |  |
| 486                          | Signal Construction,  | 0000   | 22201255   | EFT        | 08/22/2023 | 4060        |           | 71849    | 75465   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 20104010 43100      |        | MVHEng     | PROSERVICE |            | 971.34      |           |          |         |       |  |
|                              | 2 20104010 43100      |        | MVHEng     | PROSERVICE |            | 1,282.06    |           |          |         |       |  |
|                              |                       |        |            |            |            |             | 2,253.40  |          |         |       |  |
|                              |                       |        |            |            |            | CHECK TOTAL | 2,253.40  |          |         |       |  |
| 1424                         | Smartsheet Inc        | 0000   | 22300795   | EFT        | 08/29/2023 | INV1432826  |           | 71522    | 75107   |       |  |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |  |
|                              | 1 10101012 43100      |        | GenBSG     | PROSERVICE |            | 22,523.48   |           |          |         |       |  |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |             |           |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
|                              |                       |        |            |            |            |             | 22,523.48 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 22,523.48 |          |         |       |
| 2372                         | Smyrna Ready Mix Conc | 0000   |            | EFT        | 08/09/2023 | 1020389866  |           | 71276    | 74854   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20209011 42200      |        | LRSPWSTR   | OPERSUP    |            |             | 1,135.25  |          |         |       |
|                              |                       |        |            |            |            |             | 1,135.25  |          |         |       |
| 2372                         | Smyrna Ready Mix Conc | 0000   |            | EFT        | 08/26/2023 | 1020399416  |           | 71762    | 75375   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20109011 42200      |        | MVHPWStr   | OPERSUP    |            |             | 204.00    |          |         |       |
|                              |                       |        |            |            |            |             | 204.00    |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 1,339.25  |          |         |       |
| 3350                         | SPF 15 Inc            | 0000   |            | EFT        | 09/01/2023 | 9/23 Rent   |           | 71865    | 75484   |       |
|                              | 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   |            | EFT        | 08/30/2023 | 20-40796    |           | 71507    | 75092   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10105011 43100      |        | GenFireAdm | PROSERVICE |            |             | 102.32    |          |         |       |
|                              |                       |        |            |            |            |             | 102.32    |          |         |       |
| 2114                         | St Vincent Health, We | 0000   |            | EFT        | 08/30/2023 | 20-40795    |           | 71537    | 75122   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10108011 43100      |        | GenPDAdmin | PROSERVICE |            |             | 1,057.20  |          |         |       |
|                              |                       |        |            |            |            |             | 1,057.20  |          |         |       |
| 2114                         | St Vincent Health, We | 0000   | 22200703   | EFT        | 08/31/2023 | 20-40794    |           | 71700    | 75312   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10105011 43100      |        | GenFireAdm | PROSERVICE |            |             | 11,865.56 |          |         |       |
|                              | 2 10105011 43100      |        | GenFireAdm | PROSERVICE |            |             | 4,571.43  |          |         |       |
|                              |                       |        |            |            |            |             | 16,436.99 |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL | 17,596.51 |          |         |       |
| 3014                         | Stage Tech, Inc       | 0000   | 22300729   | EFT        | 08/10/2023 | 434634      |           | 71592    | 75178   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10107010 43100      |        | GenParks   | PROSERVICE |            |             | 2,400.00  |          |         |       |
|                              |                       |        |            |            |            |             | 2,400.00  |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                  |            |            |                |          |          |         |       |
|------------------------------|-----------------------|--------|------------------|------------|------------|----------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO               | TYPE       | DUE DATE   | INVOICE        | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
|                              |                       |        |                  |            |            | CHECK TOTAL    | 2,400.00 |          |         |       |
| 1749                         | Jeffrey Stephenson    | 0000   |                  | INV        | 07/01/2023 | C534           |          | 69017    | 72438   |       |
|                              | ACCOUNT DETAIL        |        |                  |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10101015 43200      |        | GenHR            | COMMTRANS  |            | 1,000.00       |          |          |         |       |
|                              |                       |        |                  |            |            |                | 1,000.00 |          |         |       |
|                              |                       |        |                  |            |            | CHECK TOTAL    | 1,000.00 |          |         |       |
| 460                          | Stericycle, Inc.      | 0000   |                  | EFT        | 09/01/2023 | 4011917316     |          | 71535    | 75120   |       |
|                              | ACCOUNT DETAIL        |        |                  |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10108013 43100      |        | GenInvstgt       | PROSERVICE |            | 139.45         |          |          |         |       |
|                              |                       |        |                  |            |            |                | 139.45   |          |         |       |
|                              |                       |        |                  |            |            | CHECK TOTAL    | 139.45   |          |         |       |
| 2878                         | Sterling Infosystems  | 0000   |                  | EFT        | 08/30/2023 | 9495668        |          | 71628    | 75217   |       |
|                              | ACCOUNT DETAIL        |        |                  |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10101015 43100      |        | GenHR            | PROSERVICE |            | 110.00         |          |          |         |       |
|                              |                       |        |                  |            |            |                | 110.00   |          |         |       |
|                              |                       |        |                  |            |            | CHECK TOTAL    | 110.00   |          |         |       |
| 2873                         | Stevenson Legal Group | 0000   |                  | EFT        | 08/31/2023 | 16760          |          | 71734    | 75346   |       |
|                              | ACCOUNT DETAIL        |        |                  |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 37804010 44920      |        | SR37PRJENGCAPEXP |            |            | 687.50         |          |          |         |       |
|                              |                       |        |                  |            |            |                | 687.50   |          |         |       |
|                              |                       |        |                  |            |            | CHECK TOTAL    | 687.50   |          |         |       |
| 507                          | Sunbelt Rentals Inc   | 0000   |                  | EFT        | 08/09/2023 | 141280504-0001 |          | 71812    | 75427   |       |
|                              | ACCOUNT DETAIL        |        |                  |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10109013 43100      |        | GenPWParks       | PROSERVICE |            | 41.00          |          |          |         |       |
|                              |                       |        |                  |            |            |                | 41.00    |          |         |       |
|                              |                       |        |                  |            |            | CHECK TOTAL    | 41.00    |          |         |       |
| 527                          | T&T Sales & Promotion | 0000   |                  | EFT        | 09/01/2023 | 52460          |          | 71489    | 75071   |       |
|                              | ACCOUNT DETAIL        |        |                  |            |            | LINE AMOUNT    |          |          |         |       |
|                              | 1 10108015 42200      |        | GenPDSpprt       | OPERSUP    |            | 295.00         |          |          |         |       |
|                              |                       |        |                  |            |            |                | 295.00   |          |         |       |
|                              |                       |        |                  |            |            | CHECK TOTAL    | 295.00   |          |         |       |

# City of Fishers



## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       |  |            | APCash     |      |            |             |          |          |         |       |
|------------------------------|-----------------------|--|------------|------------|------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       |  | REMIT      | PO         | TYPE | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 1539                         | Norm Tate             |  | 0000       |            | INV  | 08/25/2023 | F23-194     |          | 71534    | 75119   |       |
| ACCOUNT DETAIL               |                       |  |            |            |      |            | LINE AMOUNT |          |          |         |       |
| 1                            | 10108015 43200        |  | GenPDSpprt | COMMTRANS  |      |            |             | 208.00   |          |         |       |
|                              |                       |  |            |            |      |            | CHECK TOTAL | 208.00   |          |         |       |
|                              |                       |  |            |            |      |            |             | 208.00   |          |         |       |
| 870                          | The Home City Ice Com |  | 0000       |            | EFT  | 08/19/2023 | 4980236230  |          | 71845    | 75461   |       |
| ACCOUNT DETAIL               |                       |  |            |            |      |            | LINE AMOUNT |          |          |         |       |
| 1                            | 10109012 42200        |  | GenPWBuild | OPERSUP    |      |            |             | 238.00   |          |         |       |
|                              |                       |  |            |            |      |            | CHECK TOTAL | 238.00   |          |         |       |
|                              |                       |  |            |            |      |            |             | 238.00   |          |         |       |
| 2925                         | Toru Kikuchi          |  | 0000       |            | EFT  | 09/10/2023 | 71630       |          | 71630    | 75220   |       |
| ACCOUNT DETAIL               |                       |  |            |            |      |            | LINE AMOUNT |          |          |         |       |
| 1                            | 10107010 43100        |  | GenParks   | PROSERVICE |      |            |             | 200.00   |          |         |       |
|                              |                       |  |            |            |      |            | CHECK TOTAL | 200.00   |          |         |       |
|                              |                       |  |            |            |      |            |             | 200.00   |          |         |       |
| 182                          | Traffic Control Corp  |  | 0000       | 22201051   | EFT  | 09/07/2023 | 145221      |          | 71846    | 75462   |       |
| ACCOUNT DETAIL               |                       |  |            |            |      |            | LINE AMOUNT |          |          |         |       |
| 1                            | 20104010 43100        |  | MVHEng     | PROSERVICE |      |            |             | 906.00   |          |         |       |
|                              |                       |  |            |            |      |            | CHECK TOTAL | 906.00   |          |         |       |
|                              |                       |  |            |            |      |            |             | 906.00   |          |         |       |
| 182                          | Traffic Control Corp  |  | 0000       | 22101162   | EFT  | 09/03/2023 | 145123      |          | 71847    | 75463   |       |
| ACCOUNT DETAIL               |                       |  |            |            |      |            | LINE AMOUNT |          |          |         |       |
| 1                            | 20104010 42200        |  | MVHEng     | OPERSUP    |      |            |             | 876.00   |          |         |       |
| 2                            | 20104010 42200        |  | MVHEng     | OPERSUP    |      |            |             | 2,254.00 |          |         |       |
|                              |                       |  |            |            |      |            | CHECK TOTAL | 3,130.00 |          |         |       |
|                              |                       |  |            |            |      |            |             | 3,130.00 |          |         |       |
| 182                          | Traffic Control Corp  |  | 0000       | 22201234   | EFT  | 09/01/2023 | 145042      |          | 71848    | 75464   |       |
| ACCOUNT DETAIL               |                       |  |            |            |      |            | LINE AMOUNT |          |          |         |       |
| 1                            | 20104010 42200        |  | MVHEng     | OPERSUP    |      |            |             | 5,746.00 |          |         |       |
| 2                            | 20104010 42200        |  | MVHEng     | OPERSUP    |      |            |             | 3,424.00 |          |         |       |
|                              |                       |  |            |            |      |            | CHECK TOTAL | 9,170.00 |          |         |       |
|                              |                       |  |            |            |      |            |             | 9,170.00 |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       |  | APCash |            |            |            |             |           |          |         |       |
|------------------------------|-----------------------|--|--------|------------|------------|------------|-------------|-----------|----------|---------|-------|
| VENDOR                       |                       |  | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE     | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 3638                         | TTBM Partners LLC     |  | 0000   |            | EFT        | 08/07/2023 | 5           |           | 71481    | 75063   |       |
|                              | ACCOUNT DETAIL        |  |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 44391011 43100      |  |        | ECNDEVMY   | PROSERVICE |            | 32,527.50   |           |          |         |       |
|                              |                       |  |        |            |            |            |             | 32,527.50 |          |         |       |
|                              |                       |  |        |            |            |            | CHECK TOTAL | 32,527.50 |          |         |       |
| 2071                         | Utility Pipe Sales of |  | 0000   |            | EFT        | 09/14/2023 | IY036978    |           | 71859    | 75477   |       |
|                              | ACCOUNT DETAIL        |  |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 60609014 42200      |  |        | SewPWWater | OPERSUP    |            | 1,778.96    |           |          |         |       |
|                              |                       |  |        |            |            |            |             | 1,778.96  |          |         |       |
|                              |                       |  |        |            |            |            | CHECK TOTAL | 1,778.96  |          |         |       |
| 614                          | Van Ausdall & Farrar  |  | 0000   | 22300606   | EFT        | 09/02/2023 | 579528      |           | 71716    | 75328   |       |
|                              | ACCOUNT DETAIL        |  |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10106050 43100      |  |        | GenIT      | PROSERVICE |            | 3,278.75    |           |          |         |       |
|                              | 2 62606050 43100      |  |        | SWIT       | PROSERVICE |            | 70.34       |           |          |         |       |
|                              |                       |  |        |            |            |            |             | 3,349.09  |          |         |       |
|                              |                       |  |        |            |            |            | CHECK TOTAL | 3,349.09  |          |         |       |
| 3510                         | Veridus Group Inc     |  | 0000   | 22201059   | EFT        | 08/13/2023 | 202523      |           | 71466    | 75048   |       |
|                              | ACCOUNT DETAIL        |  |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10101014 43100      |  |        | GenEcon    | PROSERVICE |            | 388.75      |           |          |         |       |
|                              |                       |  |        |            |            |            |             | 388.75    |          |         |       |
| 3510                         | Veridus Group Inc     |  | 0000   | 22300170   | EFT        | 08/13/2023 | 202523a     |           | 71467    | 75049   |       |
|                              | ACCOUNT DETAIL        |  |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 10103012 43100      |  |        | GenPZ      | PROSERVICE |            | 890.00      |           |          |         |       |
|                              |                       |  |        |            |            |            |             | 890.00    |          |         |       |
|                              |                       |  |        |            |            |            | CHECK TOTAL | 1,278.75  |          |         |       |
| 616                          | Vermeer of Indiana In |  | 0000   |            | EFT        | 09/10/2023 | PE3614      |           | 71751    | 75364   |       |
|                              | ACCOUNT DETAIL        |  |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 20106010 42200      |  |        | MVHFleet   | OPERSUP    |            | 110.12      |           |          |         |       |
|                              |                       |  |        |            |            |            |             | 110.12    |          |         |       |
|                              |                       |  |        |            |            |            | CHECK TOTAL | 110.12    |          |         |       |
| 2992                         | Vision Event Manageme |  | 0000   |            | EFT        | 07/15/2023 | 1607        |           | 71406    | 74988   |       |
|                              | ACCOUNT DETAIL        |  |        |            |            |            | LINE AMOUNT |           |          |         |       |
|                              | 1 27807010 43909      |  |        | CPP        | Other      |            | 9,880.00    |           |          |         |       |



## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |            |            |            |               |           |          |         |       |
|------------------------------|-----------------------|--------|------------|------------|------------|---------------|-----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO         | TYPE       | DUE DATE   | INVOICE       | AMOUNT    | DOCUMENT | VOUCHER | CHECK |
| 2992                         | Vision Event Manageme | 0000   |            | EFT        | 08/14/2023 | 1623          | 9,880.00  | 71655    | 75247   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |           |          |         |       |
|                              | 1 27807010 43909      |        | CPP        | Other      |            |               | 9,880.00  |          |         |       |
| 2992                         | Vision Event Manageme | 0000   | 22300766   | EFT        | 08/19/2023 | 1618          | 9,880.00  | 71689    | 75301   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |           |          |         |       |
|                              | 1 10107010 43100      |        | GenParks   | PROSERVICE |            |               | 305.35    |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL   | 305.35    |          |         |       |
|                              |                       |        |            |            |            |               | 20,065.35 |          |         |       |
| 398                          | Warrens Turf          | 0000   |            | EFT        | 08/17/2023 | 204026        |           | 71804    | 75418   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |           |          |         |       |
|                              | 1 20109011 42200      |        | MVHPWStr   | OPERSUP    |            |               | 269.70    |          |         |       |
| 398                          | Warrens Turf          | 0000   |            | EFT        | 08/19/2023 | 204159        | 269.70    | 71805    | 75419   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |           |          |         |       |
|                              | 1 10109013 42200      |        | GenPWParks | OPERSUP    |            |               | 119.85    |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL   | 119.85    |          |         |       |
|                              |                       |        |            |            |            |               | 389.55    |          |         |       |
| 2279                         | Wesco Distribution In | 0000   |            | EFT        | 08/25/2023 | 262335        |           | 71831    | 75447   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |           |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild | OPERSUP    |            |               | 1,848.32  |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL   | 1,848.32  |          |         |       |
|                              |                       |        |            |            |            |               | 1,848.32  |          |         |       |
| 2380                         | Whites Ace Hardware F | 0000   |            | EFT        | 09/07/2023 | 42000045/6.32 |           | 71609    | 75197   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |           |          |         |       |
|                              | 1 10108015 42200      |        | GenPDSpprt | OPERSUP    |            |               | 6.32      |          |         |       |
| 2380                         | Whites Ace Hardware F | 0000   |            | EFT        | 09/13/2023 | 37463366      | 6.32      | 71738    | 75351   |       |
|                              | ACCOUNT DETAIL        |        |            |            |            | LINE AMOUNT   |           |          |         |       |
|                              | 1 60609014 42200      |        | SewPWWater | OPERSUP    |            |               | 9.99      |          |         |       |
|                              |                       |        |            |            |            | CHECK TOTAL   | 9.99      |          |         |       |
|                              |                       |        |            |            |            |               | 16.31     |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       |          |       | APCash |                     |            |            |             |            |          |         |       |
|------------------------------|-----------------------|----------|-------|--------|---------------------|------------|------------|-------------|------------|----------|---------|-------|
| VENDOR                       |                       |          |       | REMIT  | PO                  | TYPE       | DUE DATE   | INVOICE     | AMOUNT     | DOCUMENT | VOUCHER | CHECK |
| 2737                         | Wild Ridge Lawn & Lan |          |       | 0000   | 22300130            | EFT        | 08/30/2023 | 31081       |            | 71766    | 75379   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                     |            |            | LINE AMOUNT |            |          |         |       |
|                              | 1                     | 20109011 | 43100 |        | MVHPWStr            | PROSERVICE |            |             | 22,333.34  |          |         |       |
|                              |                       |          |       |        |                     |            |            |             | 22,333.34  |          |         |       |
| 2737                         | Wild Ridge Lawn & Lan |          |       | 0000   | 22300240            | EFT        | 08/30/2023 | 31082       |            | 71767    | 75380   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                     |            |            | LINE AMOUNT |            |          |         |       |
|                              | 1                     | 20109011 | 43100 |        | MVHPWStr            | PROSERVICE |            |             | 4,129.27   |          |         |       |
|                              |                       |          |       |        |                     |            |            |             | 4,129.27   |          |         |       |
| 2737                         | Wild Ridge Lawn & Lan |          |       | 0000   | 22300332            | EFT        | 08/30/2023 | 31083       |            | 71768    | 75381   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                     |            |            | LINE AMOUNT |            |          |         |       |
|                              | 1                     | 20109011 | 43100 |        | MVHPWStr            | PROSERVICE |            |             | 4,000.05   |          |         |       |
|                              |                       |          |       |        |                     |            |            |             | 4,000.05   |          |         |       |
| 2737                         | Wild Ridge Lawn & Lan |          |       | 0000   | 22300609            | EFT        | 08/30/2023 | 31154       |            | 71786    | 75399   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                     |            |            | LINE AMOUNT |            |          |         |       |
|                              | 1                     | 20209011 | 43100 |        | LRSPWSTRTPROSERVICE |            |            |             | 66,389.00  |          |         |       |
|                              |                       |          |       |        |                     |            |            |             | 66,389.00  |          |         |       |
| 2737                         | Wild Ridge Lawn & Lan |          |       | 0000   | 22300609            | EFT        | 08/30/2023 | 31155       |            | 71787    | 75400   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                     |            |            | LINE AMOUNT |            |          |         |       |
|                              | 1                     | 20209011 | 43100 |        | LRSPWSTRTPROSERVICE |            |            |             | 74,472.00  |          |         |       |
|                              |                       |          |       |        |                     |            |            |             | 74,472.00  |          |         |       |
| 2737                         | Wild Ridge Lawn & Lan |          |       | 0000   | 22300609            | EFT        | 09/06/2023 | 31253       |            | 71788    | 75401   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                     |            |            | LINE AMOUNT |            |          |         |       |
|                              | 1                     | 20209011 | 43100 |        | LRSPWSTRTPROSERVICE |            |            |             | 5,239.00   |          |         |       |
|                              |                       |          |       |        |                     |            |            |             | 5,239.00   |          |         |       |
|                              |                       |          |       |        |                     |            |            | CHECK TOTAL | 176,562.66 |          |         |       |
| 2159                         | Williams Creek Manage |          |       | 0000   | 22300752            | EFT        | 09/10/2023 | WCMC23331   |            | 71661    | 75253   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                     |            |            | LINE AMOUNT |            |          |         |       |
|                              | 1                     | 62609014 | 43100 |        | SWPWWater           | PROSERVICE |            |             | 1,480.00   |          |         |       |
|                              |                       |          |       |        |                     |            |            |             | 1,480.00   |          |         |       |
| 2159                         | Williams Creek Manage |          |       | 0000   | 22300358            | EFT        | 09/10/2023 | WCMC23330   |            | 71678    | 75287   |       |
|                              | ACCOUNT DETAIL        |          |       |        |                     |            |            | LINE AMOUNT |            |          |         |       |
|                              | 1                     | 62609014 | 43100 |        | SWPWWater           | PROSERVICE |            |             | 2,740.00   |          |         |       |
|                              |                       |          |       |        |                     |            |            |             | 2,740.00   |          |         |       |
|                              |                       |          |       |        |                     |            |            | CHECK TOTAL | 4,220.00   |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

### Detail Invoice List

WARRANT: 82223 08/17/2023  
 DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       | APCash |                       |      |            |             |          |          |         |       |
|------------------------------|-----------------------|--------|-----------------------|------|------------|-------------|----------|----------|---------|-------|
| VENDOR                       |                       | REMIT  | PO                    | TYPE | DUE DATE   | INVOICE     | AMOUNT   | DOCUMENT | VOUCHER | CHECK |
| 4086                         | Worden Tree Team/ DBA | 0000   |                       | EFT  | 08/10/2023 | 07.11.2023  |          | 71236    | 74813   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109013 43100      |        | GenPWParks PROSERVICE |      |            | 1,800.00    |          |          |         |       |
|                              |                       |        |                       |      |            |             | 1,800.00 |          |         |       |
|                              |                       |        |                       |      |            | CHECK TOTAL | 1,800.00 |          |         |       |
| 627                          | JT Wright             | 0000   |                       | INV  | 09/08/2023 | F23-056     |          | 71911    | 75532   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10108015 43200      |        | GenPDSpprt COMMTRANS  |      |            | 67.00       |          |          |         |       |
|                              |                       |        |                       |      |            |             | 67.00    |          |         |       |
|                              |                       |        |                       |      |            | CHECK TOTAL | 67.00    |          |         |       |
| 1309                         | WW Grainger Inc       | 0000   |                       | EFT  | 08/06/2023 | 9762849322  |          | 71240    | 74818   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10109012 42200      |        | GenPWBuild OPERSUP    |      |            | 1,236.49    |          |          |         |       |
|                              |                       |        |                       |      |            |             | 1,236.49 |          |         |       |
| 1309                         | WW Grainger Inc       | 0000   |                       | EFT  | 09/02/2023 | 9792705031  |          | 71432    | 75014   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 60609014 42200      |        | SewPWWaterOPERSUP     |      |            | 114.76      |          |          |         |       |
|                              |                       |        |                       |      |            |             | 114.76   |          |         |       |
| 1309                         | WW Grainger Inc       | 0000   |                       | EFT  | 09/08/2023 | 9798736188  |          | 71578    | 75164   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 62609014 42200      |        | SWPWWater OPERSUP     |      |            | 785.25      |          |          |         |       |
|                              |                       |        |                       |      |            |             | 785.25   |          |         |       |
| 1309                         | WW Grainger Inc       | 0000   |                       | EFT  | 09/06/2023 | 9794929803  |          | 71743    | 75355   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10105013 42200      |        | GenLogist OPERSUP     |      |            | 137.46      |          |          |         |       |
|                              |                       |        |                       |      |            |             | 137.46   |          |         |       |
| 1309                         | WW Grainger Inc       | 0000   |                       | EFT  | 09/06/2023 | 9794929829  |          | 71744    | 75356   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10105013 42200      |        | GenLogist OPERSUP     |      |            | 203.59      |          |          |         |       |
|                              |                       |        |                       |      |            |             | 203.59   |          |         |       |
| 1309                         | WW Grainger Inc       | 0000   |                       | EFT  | 09/06/2023 | 9795059428  |          | 71745    | 75358   |       |
|                              | ACCOUNT DETAIL        |        |                       |      |            | LINE AMOUNT |          |          |         |       |
|                              | 1 10105013 42200      |        | GenLogist OPERSUP     |      |            | 250.87      |          |          |         |       |
|                              |                       |        |                       |      |            |             | 250.87   |          |         |       |

## ACCOUNTS PAYABLE CHECK RUN REPORT

## Detail Invoice List

WARRANT: 82223 08/17/2023  
DUE DATE: 08/17/2023

| CASH ACCOUNT: 99900000 10100 |                       |               |           | APCash     |            |               |               |          |         |       |
|------------------------------|-----------------------|---------------|-----------|------------|------------|---------------|---------------|----------|---------|-------|
| VENDOR                       |                       | REMIT         | PO        | TYPE       | DUE DATE   | INVOICE       | AMOUNT        | DOCUMENT | VOUCHER | CHECK |
| 1309                         | WW Grainger Inc       | 0000          |           | EFT        | 09/06/2023 | 9795630715    |               | 71746    | 75359   |       |
| ACCOUNT DETAIL               |                       |               |           |            |            | LINE AMOUNT   |               |          |         |       |
| 1                            | 10105013 42200        |               | GenLogist | OPERSUP    |            | 585.35        |               |          |         |       |
|                              |                       |               |           |            |            |               | 585.35        |          |         |       |
|                              |                       |               |           |            |            | CHECK TOTAL   | 3,313.77      |          |         |       |
| 2036                         | Zayo Group Holdings I | 0000          | 22300158  | EFT        | 08/31/2023 | 2023080028823 |               | 71717    | 75329   |       |
| ACCOUNT DETAIL               |                       |               |           |            |            | LINE AMOUNT   |               |          |         |       |
| 1                            | 10106050 43100        |               | GenIT     | PROSERVICE |            | 1,325.25      |               |          |         |       |
| 2                            | 60606050 43100        |               | SewIT     | PROSERVICE |            | 530.10        |               |          |         |       |
| 3                            | 62606050 43100        |               | SWIT      | PROSERVICE |            | 353.40        |               |          |         |       |
| 4                            | 10106050 43100        |               | GenIT     | PROSERVICE |            | 1,461.66      |               |          |         |       |
| 5                            | 60606050 43100        |               | SewIT     | PROSERVICE |            | 609.03        |               |          |         |       |
| 6                            | 62606050 43100        |               | SWIT      | PROSERVICE |            | 365.42        |               |          |         |       |
|                              |                       |               |           |            |            |               | 4,644.86      |          |         |       |
|                              |                       |               |           |            |            | CHECK TOTAL   | 4,644.86      |          |         |       |
| 343                          | INVOICES              | WARRANT TOTAL |           |            |            | 1,057,408.09  | 1,057,408.09  |          |         |       |
| CASH ACCOUNT BALANCE         |                       |               |           |            |            |               | 38,111,440.83 |          |         |       |

## TEMPORARY EASEMENT AGREEMENT

This TEMPORARY EASEMENT AGREEMENT (this “**Agreement**”) is made effective as of the latter signature date hereof (the “**Effective Date**”) by and between the City of Fishers Hamilton County, Indiana, an Indiana municipal corporation (“**Grantor**”), and HG Acquisition Company, LLC, LLC, an Indiana limited liability company duly registered with the Indiana Secretary of State’s Office (“**Grantee** and together with Grantor, the “**Parties**”), as follows:

### RECITALS

**WHEREAS**, Grantor owns and/or controls certain real property generally known as Rotary Park and a portion of the Maple Street alley in the areas depicted by pin markings 5 and 6 and 16, respectively, in Exhibit A (individually or collectively, the “**Site**”);

**WHEREAS**, Grantor has the authority to grant this Easement as defined herein;

**WHEREAS**, Grantee desire to potentially acquire a portion of the Site and desires to complete certain due diligence inspections and tests to determine whether the Site is suitable for its project, including, without limitation soil borings (individually or collectively, the “**Inspections**”);

**WHEREAS**, to complete the Inspections, Grantee must acquire the temporary right to access the Site (the “**Temporary Easement Area**”); and

**WHEREAS**, pursuant to this Agreement and the terms and provisions hereof, Grantor desires to provide Grantee an Easement (as defined in Section 1 herein) to use the Temporary Easement Area for the Permitted Purpose (as defined in Section 3 herein).

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Temporary Easement.** Grantor, for itself and its officers, employees, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns, a non-exclusive temporary easement (the “**Easement**”) in, on, over and through the Temporary Easement Area for the Permitted Purpose (as defined in Section 3 herein).
- 2. Duration.** The duration of this Agreement and the Easement granted herein shall commence on the Effective Date and shall be in effect until the earlier of (a) completion of the Inspections; or (b) November 1, 2023 (the “**Term**”).
- 3. Use of Easement Area/Permitted Purpose.** The Easement shall be used by Grantee and any of its affiliates, contractors, subcontractors or utility entities with facilities in or about the

adjacent properties together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the “**Permitted Parties**”) for pedestrian and vehicular (including, without limitation, trucks and other construction vehicles and equipment) ingress and egress to, on and across the Temporary Easement Area for the purpose of completing the Inspections (individually or collectively, the “**Permitted Purpose**”). Grantee agrees to repair promptly any damage to the Temporary Easement Area caused by or resulting from Grantee’s use of the Temporary Easement Area by the Permitted Parties. Grantor and its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns, together with any of the employees, contractors, consultants, and/or agents of the foregoing, shall not take any action, or fail to take any action, which shall interfere with, disturb, impede, limit, compromise, and/or diminish use of the Temporary Easement Area by Grantee or any of the other Permitted Parties for the Permitted Purpose; provided however, the Parties acknowledge and agree that certain trailers are currently located on the Temporary Easement Area and that the location of the trailers on the Temporary Easement Area shall not be construed as Grantor impeding or limiting Grantee’s use thereof.

4. **Indemnification.** Grantee shall indemnify and hold harmless Grantor from and against any and all claims arising from or connected with: (i) the breach by Grantee of any term or condition of this Agreement; (ii) injury to, or death of, persons or loss of, or damage to, property, caused by the performance of any work at or about the Temporary Easement Area by the Permitted Parties except to the extent such claims or damages may be due to or caused by the gross negligence or willful misconduct of Grantor; (iii) the negligence or willful misconduct of a Grantee related to this Agreement or work at or about the Site except to the extent such claims or damages may be due to or caused by the gross negligence or willful misconduct of Grantor; or (iv) the Permitted Parties causing the filing of any mechanic’s or materialmen’s lien against the Temporary Easement Area.

5. **Binding Effect.** The rights, covenants and agreement contained herein shall run with the land and shall bind and benefit the Parties hereto and their respective transferees, successors, assigns and any person claiming by, through or under either party to this Agreement.

6. **Miscellaneous.** This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Indiana, without regard to Indiana’s conflicts of law provisions. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the Parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the Parties hereto.

7. **Notice.** Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight

delivery service, with confirmation of receipt, addressed as follows: to City at 3 Municipal Drive, Fishers, Indiana 46038, Attn: Scott Fadness, Mayor, with a copy to: Jennifer Messer (via email, only) at [jennifermesserlaw@gmail.com](mailto:jennifermesserlaw@gmail.com); and to Grantee at Hageman Group, 12821 East New Market Street, Suite 200, Carmel, Indiana 46032 Attn: Tom Dickey, with copies (via email, only) to Steph Kilpatrick at [steph.kilpatrick@hagemangroup.com](mailto:steph.kilpatrick@hagemangroup.com). Each of the parties may change its address for notice from time to time by delivering notice to the other party as provided above.

**8. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

*[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTEE:  
HG Acquisition Company, LLC

By: 

Its: Manager



GRANTOR:

City of Fishers, Hamilton County, Indiana

---

Scott Fadness, Mayor

## EXHIBIT A SITE



**RESOLUTION NO. R082223G**

**RESOLUTION APPROVING TEMPORARY EASEMENT AGREEMENT**

WHEREAS, The City of Fishers, Hamilton County, Indiana owns and/or controls certain real property generally known as Rotary Park and a portion of the Maple Street alley (the "Site");

WHEREAS, Highground Fishers I, LLC ("Highground") is a sister company of HG Acquisition Company ("HG");

WHEREAS, Highground has entered into a project agreement with the City for development and construction of a mixed-use development on the Site;

WHEREAS, HG owns property at and about the Site, and desires to perform certain due diligence inspections and tests to determine whether the Site is suitable for the Highground project, including, without limitation, soil borings (individually or collectively, the "Inspections"); and

WHEREAS, to complete the Inspections HG must acquire the temporary right to access the Site, and the city desires to enter into the temporary easement agreement with HG 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.** The Board hereby approves the Agreement.

**Section 2.** The Mayor is authorized to execute the Agreement and any other documents necessary to effectuate the intent of this Resolution.

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

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 22<sup>nd</sup> day of August, 2023.

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

**YAY**

**NAY**

**ABSTAIN**

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

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_

Kari Adriano, Board Clerk

**AGREEMENT BETWEEN THE CITY OF FISHERS AND DELAWARE TOWNSHIP  
HAMILTON COUNTY, INDIANA FOR EMS AND FIRE PROTECTION SERVICES**

This agreement ("Agreement"), is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Fishers"), and Delaware Township, Hamilton County, Indiana ("Delaware").

**WITNESSETH:**

**WHEREAS**, Delaware desires to avail itself of the fire protection and emergency medical service (EMS) offered and provided by Fishers and to compensate Fishers for such services; and

**WHEREAS**, Fishers is desirous of providing such services and to be fairly compensated therefore.

**NOW, THEREFORE**, it is mutually agreed and undertaken by and between the parties as follows:

1. Fishers agrees to furnish to Delaware fire protection and emergency medical service for a period beginning January 1, 2023, and continuing through December 31, 2023, unless sooner terminated by either party as provided hereafter. Fishers agrees to continue such services until Delaware has retained alternative fire protection and emergency medical service in accordance with Section 23 of this Agreement.

2. Fishers shall answer all calls received from the Hamilton County E-9-1-1- Unified Emergency Communication District to extinguish fires and for emergency medical services occurring within the service area of Delaware; meaning the portion of Delaware Township of Hamilton County that is not a part of the City of Fishers or the City of Noblesville, which is more particularly described in Exhibit A, attached hereto and incorporated herein, with the necessary personnel and equipment consistent with firefighting and EMS practices and procedures provided within the municipal boundaries of Fishers.

3. Fishers agrees to provide the above services on a twenty-four (24) hour a day, seven (7) day a week basis for the term of this Agreement.

4. Delaware agrees to compensate Fishers based upon a ratio of certified assessed value of that portion of Delaware Township covered by Fishers Fire Department outside Fishers' municipal boundary compared to the total certified assessed value for Delaware Township, Fishers, and that portion of Delaware Township covered by Fishers Fire & Emergency Services. For 2022, that percentage is limited to a maximum of 1.24% of the current Fishers Fire/EMS Budget of \$25,733,096 resulting in a total amount of \$320,109. The lease payments for fire stations #91, #92, #93, #94, #95 and #96 are not included. There was no unexpended credit from 2022, **therefore Delaware shall compensate Fishers Three Hundred Twenty Thousand One Hundred Nine and no/100 Dollars (\$320,109) for the services described herein.**

A. Payment for services will be due in the following installments: half of Delaware's obligation as calculated above is due within thirty (30) days of execution; the balance is due on or before December 31, 2023.

B. If Fishers does not expend 95% of their entire budget amount for Fire Protection, Delaware shall be entitled to a "credit" toward its 2024 contribution for its percentage of the remaining budget which is unused. That credit shall be calculated by applying 1.24% to the unused budgeted amount. Such credit shall be deducted from the total due in order to calculate the amount. Further, amounts encumbered by December 31, 2023 shall be expended within 90 days or be added to unused budgeted amount for this credit calculation. To the extent known, any credit for the 2024 budget shall be included in Fishers' preliminary budget proposal, submitted according to Section 22 herein. Any credit determined after Fishers' submission of its preliminary budget shall be delivered to Delaware within a reasonable time period.

C. Within thirty (30) days of receiving a written request, Fishers shall provide Delaware verification of changes made in the Fishers' Fire Budget. Such changes include all transfers of budgeted amounts between major and minor line items.

D. Fishers shall be under no obligation to provide fire service and emergency medical service for Delaware in the event that Delaware defaults or terminates its payments under this Agreement.

E. Delaware shall not be deemed to be in default if funds to make payments hereunder have not been disbursed to Delaware by the appropriate governmental agencies as of June 30, 2023, and December 31, 2023. In the event, and only in the event, that the State of Indiana and/or the County of Hamilton fails to make timely distributions to Delaware, which therefore prevents Delaware from making timely payments pursuant to this Agreement, the deadline for such payments shall be extended thirty (30) days from the date of actual distribution from the State of Indiana and/or the County of Hamilton. In the event monies appropriated by governmental agencies fail to make timely distributions to Delaware as provided in this section, Delaware shall promptly notify Fishers.

5. Fishers agrees to purchase all materials and supplies, pay all compensation to Fire Department Employees, pay the costs of the operation of said fire department and carry all necessary insurance on the Department and on all equipment of Fishers and Delaware. Fishers further agrees that its fire protection services and EMS will comply with all federal, state, and local laws and statutes including areas of personnel safety and training. At Delaware's request, a copy of the City's General Liability Insurance Policy covering the fire department shall be furnished to Delaware.

6. Subject to Section 24 herein, this Agreement may be terminated by either party upon sixty (60) days written notice. The terminating party shall also give notice of its intent to terminate to all other parties required to receive such notice prior to the termination

becoming effective. Said notice shall be mailed to Delaware or Fishers at the addresses below, by certified mail, return receipt requested.

7. A copy of this Agreement and all notices, amendments, changes or alterations thereto may be mailed to the Insurance Service Office of the State of Indiana by the Township immediately upon becoming effective.

8. Fishers shall assume no responsibility for delays in answering alarms if the delays are caused by Fishers' inability to immediately respond because of other calls or circumstances beyond the control of Fishers. However, it is anticipated that Fishers will immediately request that vehicles of equal caliber be dispatched to such fire calls.

9. Fishers agrees to carry all necessary insurance to comply with applicable state, federal and local laws and regulations governing municipalities for any life insurance required under current Indiana statutes and regulations. Fishers shall provide Delaware with certificates indicating such coverage and showing Delaware as co-insured as their interests respectively may appear.

10. The parties agree that all equipment of whatever kind and nature owned by Delaware Township presently in use by Fishers or added to the existing equipment during the life of this Agreement shall remain in the possession of Fishers Fire & Emergency Services throughout the life of this Agreement.

11. Fishers further agrees to hold Delaware harmless and indemnify Delaware for injuries suffered to the property or person of their parties. Notwithstanding the foregoing or anything to the contrary contained herein, Delaware hereby acknowledges and agrees that Fishers' financial exposure for certain claims is limited by the Indiana Tort Claims Act, and Fishers' obligation to indemnify and save Delaware, its agents and employees harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fee and expenses at the trial and appellate levels) arising out of or related to claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to Indiana Code section 34-13-3-4, as amended.

12. Fishers agrees to provide Delaware with available information necessary to satisfy inquiries of the Department of Local Government Finance and the Indiana State Board of Accounts for the period of this Agreement. Fishers further agrees to make available to Delaware quarterly reports of maintenance upon any equipment fully or partially owned by Delaware which Delaware authorized Fishers to use if requested. Fishers further agrees to provide Delaware with standardized quarterly run reports which may include the type of response in each grid of the Delaware Township area outside of the City of Fishers, if requested.

13. At Delaware's request, Fishers further agrees to provide Delaware with a copy of the standard Comprehensive Annual Financial Report prepared by Fishers, which shall include all income and expenses to and by the Fire Department.

14. Fishers shall make all necessary reports to the State Fire Marshal's Office and other State and local offices, of fire runs made, maintenance, repairs and training, as required by the State of Indiana or agreed to by the parties hereto.

15. The execution of this Agreement and the fulfillment of the terms, obligations and responsibilities hereunder totally satisfy all liabilities, responsibilities and obligations between the parties of whatsoever kind of nature and will act as a total satisfaction of Delaware's obligation to Fishers for providing fire protection and emergency medical service in Delaware Township, Hamilton County, Indiana, and shall operate as a defense to any lawsuit or litigation questioning the caliber and quality of fire protection provided by Fishers to Delaware.

16. The terms set forth in this Agreement may be altered or amended only in writing and signed by the parties.

17. This Agreement supersedes and replaces any prior Agreements or understandings which may have existed between parties hereto. This Agreement constitutes the full and complete agreement of the parties with regards to the subject matter hereof.

18. If any paragraph, sentence, or portion of this Agreement is declared by a court competent jurisdiction or other quasi-judicial authority to be illegal or unenforceable, such declaration shall not impair or affect the remainder hereof, which shall be in full force and effect and binding upon the parties.

19. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine, or neuter genders.

20. This Agreement shall be governed by and construed under the laws of the State of Indiana without regard to choice of law principles. Delaware and Fishers, 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.

The parties shall endeavor to resolve their claims by mediation administered pursuant to the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall equally share the mediator's and any filing fees. 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.

In the event of any litigation between Fishers and Delaware that arises out of or relates to this Agreement, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially all of the relief requested in its pleadings, and includes attorney's 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 Hamilton County, Indiana.

21. In order to facilitate communications between Fishers and Delaware, the following individuals are designated as the persons to whom all inquiries or communications should be directed on behalf of their respective entity via mail, email, or phone:

**DELAWARE**

Debbie Driskell  
Township Trustee  
9090 E. 131<sup>st</sup> St.  
Fishers, Indiana 46038

**FISHERS**

Steven Orusa  
Fishers Fire Chief  
Two Municipal Drive  
Fishers, Indiana 46038

With a copy of any notice  
required under this Agreement to:  
Lindsey Bennett, City Attorney  
One Municipal Drive  
Fishers, IN 46038

22. Fishers acknowledges and agrees that in order to meet the annual budget requirements of Delaware, that it will attempt to submit a preliminary budget proposal to Delaware on or before August 1, 2023, for the 2024 budget process.

23. The parties hereto acknowledge and agree that firefighting service and EMS are essential to the health, safety and welfare of the citizens of their respective jurisdictions and that by reason thereof, the parties should make every effort to estimate the 2024 amounts prior to the finalization of budgets for 2024. The formula for determining amounts shall equal that entity's share of the total assessed value in the area. If they are not able to reach a mutually satisfactory agreement, then each party may proceed to meet the obligation to provide for the health, safety and welfare of the citizens of their respective jurisdictions, in particular, firefighting services, in any manner they deem appropriate, at the conclusion of this agreement on December 31, 2023. However, Fishers agrees to provide fire protection services until Delaware has obtained alternative fire protection within the time frame specified in sections six (6) and twenty four (24) of this Agreement.

24. In the event this Agreement is terminated before approval of the 2023 agreement, Fishers' obligation to provide fire protection services shall not exceed ninety (90) days past the effective date of termination. Fishers' rate of compensation shall be equal to the daily rate under the terms of this Agreement. That rate shall be computed at Eight Hundred Seventy-Seven and 1/100 Dollars (\$877.01) per day, or \$320,109/365 days.

25. This Agreement shall become effective upon its execution by both parties.

[The Remainder of This Page Left Intentionally Blank]

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

**DELAWARE TOWNSHIP, INDIANA**

By: \_\_\_\_\_  
Debbie Driskell  
Township Trustee

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

**AYE**

**NAY**

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

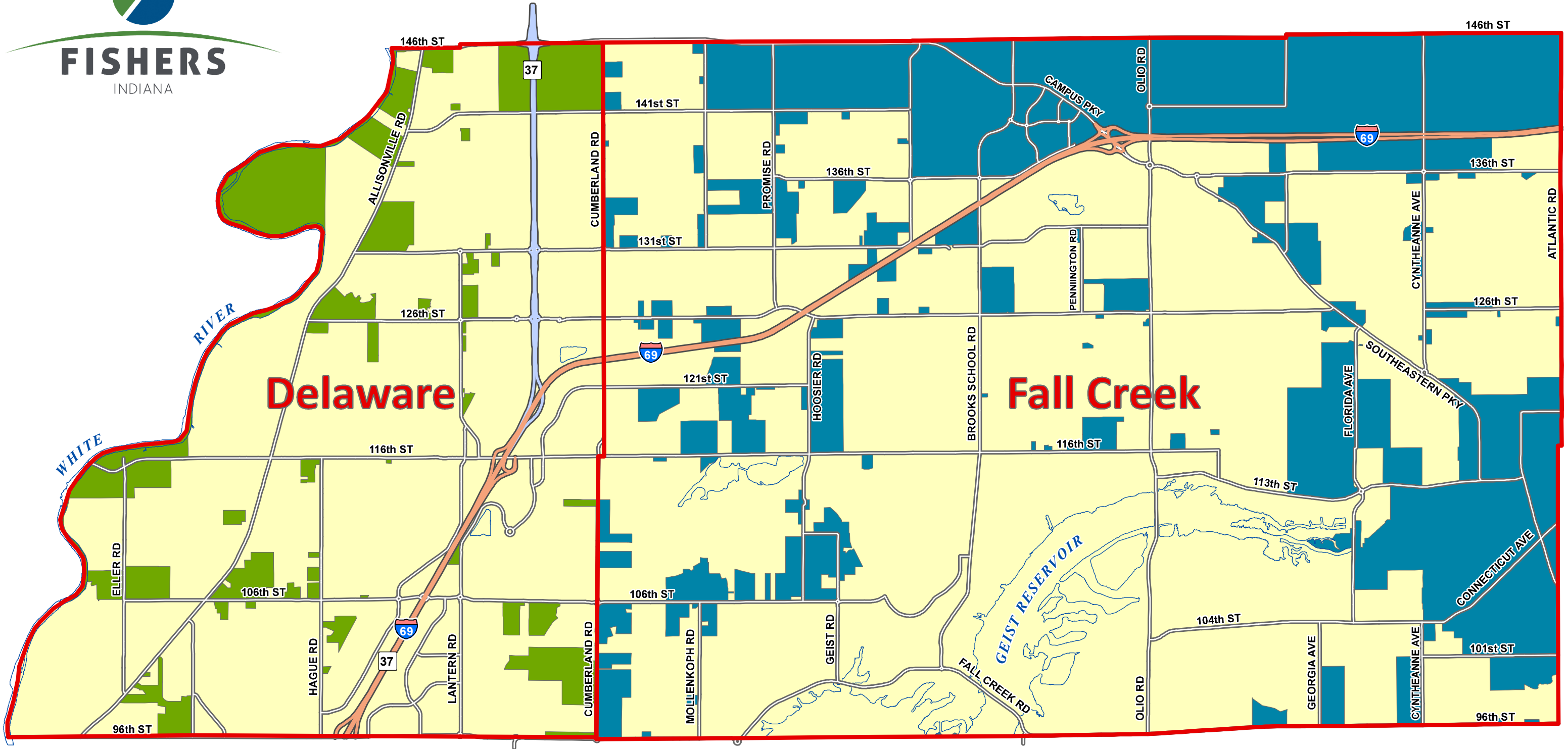
ATTEST: \_\_\_\_\_  
Kari Adriano, Board Clerk

DATE: \_\_\_\_\_

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

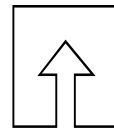
EXHIBIT A

Service Area of Delaware Township



### Legend

-  Township Boundary
-  City of Fishers
-  Unincorporated Delaware Township
-  Unincorporated Fall Creek Township



PREPARED BY THE CITY OF FISHERS GIS. January, 2023  
 BASE MAP INFORMATION PROVIDED BY  
 HAMILTON COUNTY, INDIANA INFORMATION SERVICES DEPARTMENT  
 THIS MAP IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY.  
 THE CITY OF FISHERS DOES NOT WARRANT ITS ACCURACY, COMPLETENESS OR  
 SUITABILITY FOR ANY PURPOSE, AND THE MAP SHOULD NOT BE RELIED UPON WITHOUT  
 PROPER FIELD VERIFICATION.  
 FOR FURTHER INFORMATION ABOUT THIS MAP, CONTACT MIKE CRANFILL, GIS COORDINATOR,  
 CITY OF FISHERS, INDIANA (317)595-2119.

## Unincorporated Delaware and Fall Creek Townships Hamilton County, Indiana

**AGREEMENT BETWEEN  
THE CITY OF FISHERS AND FALL CREEK TOWNSHIP  
HAMILTON COUNTY, INDIANA FOR EMS AND FIRE PROTECTION SERVICES**

This agreement ("Agreement"), is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Fishers"), and Fall Creek Township, Hamilton County, Indiana ("Fall Creek").

**WITNESSETH:**

**WHEREAS**, Fall Creek desires to avail itself of the fire protection and emergency medical service (EMS) offered and provided by Fishers and to compensate Fishers for such services; and

**WHEREAS**, Fishers is desirous of providing such services and to be fairly compensated therefore.

**NOW, THEREFORE**, it is mutually agreed and undertaken by and between the parties as follows:

1. Fishers agrees to furnish to Fall Creek fire protection and emergency medical service for a period beginning January 1, 2023, and continuing through December 31, 2023, unless sooner terminated by either party as provided hereafter. Fishers agrees to continue such services until Fall Creek has retained alternative fire protection and emergency medical service in accordance with Section 23 of this Agreement.

2. Fishers shall answer all calls received from the Hamilton County E-9-1-1- Unified Emergency Communication District to extinguish fires and for emergency medical services occurring within the service area of Fall Creek; meaning the portion of Fall Creek Township of Hamilton County that is not a part of the City of Fishers or the City of Noblesville, which is more particularly described in Exhibit A, attached hereto and incorporated herein, with the necessary personnel and equipment consistent with firefighting and EMS practices and procedures provided within the municipal boundaries of Fishers.

3. Fishers agrees to provide the above services on a twenty-four (24) hour a day, seven (7) day a week basis for the term of this Agreement.

4. Fall Creek agrees to compensate Fishers based upon a ratio of certified assessed value of that portion of Fall Creek Township covered by Fishers Fire Department outside Fishers' municipal boundary compared to the total certified assessed value for Fall Creek Township, Fishers, and that portion of Fall Creek Township covered by Fishers Fire & Emergency Services. For 2023, that percentage is limited to a maximum of 4.08% of the current Fishers Fire/EMS Budget of \$25,733,096 resulting in a total amount of \$1,049,823. The lease payments for fire stations #91, #92, #93, #94, #95 and #96 are not included. There was no unexpended credit from 2022, **therefore Fall Creek shall compensate Fishers One Million Forty-Nine Thousand Eight Hundred Twenty-Three and no/100 Dollars (\$1,049,823) for the services described herein.**

A. Payment for services will be due in the following installments: half of Fall Creek's obligation as calculated above is due within thirty (30) days of execution; the balance is due on or before December 31, 2023.

B. If Fishers does not expend 95% of their entire budget amount for Fire Protection, Fall Creek shall be entitled to a "credit" toward its 2024 contribution for its percentage of the remaining budget which is unused. That credit shall be calculated by applying 4.08% to the unused budgeted amount. Such credit shall be deducted from the total due in order to calculate the amount. Further, amounts encumbered by December 31, 2023 shall be expended within 90 days or be added to unused budgeted amount for this credit calculation. To the extent known, any credit for the 2024 budget shall be included in Fishers' preliminary budget proposal, submitted according to Section 22 herein. Any credit determined after Fishers' submission of its preliminary budget shall be delivered to Fall Creek within a reasonable time period.

C. Within thirty (30) days of receiving a written request, Fishers shall provide Fall Creek verification of changes made in the Fishers' Fire Budget. Such changes include all transfers of budgeted amounts between major and minor line items.

D. Fishers shall be under no obligation to provide fire service and emergency medical service for Fall Creek in the event that Fall Creek defaults or terminates its payments under this Agreement.

E. Fall Creek shall not be deemed to be in default if funds to make payments hereunder have not been disbursed to Fall Creek by the appropriate governmental agencies as of June 30, 2023, and December 31, 2023. In the event, and only in the event, that the State of Indiana and/or the County of Hamilton fails to make timely distributions to Fall Creek, which therefore prevents Fall Creek from making timely payments pursuant to this Agreement, the deadline for such payments shall be extended thirty (30) days from the date of actual distribution from the State of Indiana and/or the County of Hamilton. In the event monies appropriated by governmental agencies fail to make timely distributions to Fall Creek as provided in this section, Fall Creek shall promptly notify Fishers.

5. Fishers agrees to purchase all materials and supplies, pay all compensation to Fire Department Employees, pay the costs of the operation of said fire department and carry all necessary insurance on the Department and on all equipment of Fishers and Fall Creek. Fishers further agrees that its fire protection services and EMS will comply with all federal, state, and local laws and statutes including areas of personnel safety and training. At Fall Creek's request, a copy of the City's General Liability Insurance Policy covering the fire department shall be furnished to Fall Creek.

6. Subject to Section 24 herein, this Agreement may be terminated by either party upon sixty (60) days written notice. The terminating party shall also give notice of its intent to terminate to all other parties required to receive such notice prior to the termination

becoming effective. Said notice shall be mailed to Fall Creek or Fishers at the addresses below, by certified mail, return receipt requested.

7. A copy of this Agreement and all notices, amendments, changes or alterations thereto may be mailed to the Insurance Service Office of the State of Indiana by the Township immediately upon becoming effective.

8. Fishers shall assume no responsibility for delays in answering alarms if the delays are caused by Fishers' inability to immediately respond because of other calls or circumstances beyond the control of Fishers. However, it is anticipated that Fishers will immediately request that vehicles of equal caliber be dispatched to such fire calls.

9. Fishers agrees to carry all necessary insurance to comply with applicable state, federal and local laws and regulations governing municipalities for any life insurance required under current Indiana statutes and regulations. Fishers shall provide Fall Creek with certificates indicating such coverage and showing Fall Creek as co-insured as their interests respectively may appear.

10. The parties agree that all equipment of whatever kind and nature owned by Fall Creek Township presently in use by Fishers or added to the existing equipment during the life of this Agreement shall remain in the possession of Fishers Fire & Emergency Services throughout the life of this Agreement.

11. Fishers further agrees to hold Fall Creek harmless and indemnify Fall Creek for injuries suffered to the property or person of their parties. Notwithstanding the foregoing or anything to the contrary contained herein, Fall Creek hereby acknowledges and agrees that Fishers' financial exposure for certain claims is limited by the Indiana Tort Claims Act, and Fishers' obligation to indemnify and save Fall Creek, its agents and employees harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fee and expenses at the trial and appellate levels) arising out of or related to claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to Indiana Code section 34-13-3-4, as amended.

12. Fishers agrees to provide Fall Creek with available information necessary to satisfy inquiries of the Department of Local Government Finance and the Indiana State Board of Accounts for the period of this Agreement. Fishers further agrees to make available to Fall Creek quarterly reports of maintenance upon any equipment fully or partially owned by Fall Creek which Fall Creek authorized Fishers to use if requested. Fishers further agrees to provide Fall Creek with standardized quarterly run reports which may include the type of response in each grid of the Fall Creek Township area outside of the City of Fishers, if requested.

13. At Fall Creek's request, Fishers further agrees to provide Fall Creek with a copy of the standard Comprehensive Annual Financial Report prepared by Fishers, which shall include all income and expenses to and by the Fire Department.



14. Fishers shall make all necessary reports to the State Fire Marshal's Office and other State and local offices, of fire runs made, maintenance, repairs and training, as required by the State of Indiana or agreed to by the parties hereto.

15. The execution of this Agreement and the fulfillment of the terms, obligations and responsibilities hereunder totally satisfy all liabilities, responsibilities and obligations between the parties of whatsoever kind of nature and will act as a total satisfaction of Fall Creek's obligation to Fishers for providing fire protection and emergency medical service in Fall Creek Township, Hamilton County, Indiana, and shall operate as a defense to any lawsuit or litigation questioning the caliber and quality of fire protection provided by Fishers to Fall Creek.

16. The terms set forth in this Agreement may be altered or amended only in writing and signed by the parties.

17. This Agreement supersedes and replaces any prior Agreements or understandings which may have existed between parties hereto. This Agreement constitutes the full and complete agreement of the parties with regards to the subject matter hereof.

18. If any paragraph, sentence, or portion of this Agreement is declared by a court competent jurisdiction or other quasi-judicial authority to be illegal or unenforceable, such declaration shall not impair or affect the remainder hereof, which shall be in full force and effect and binding upon the parties.

19. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine, or neuter genders.

20. This Agreement shall be governed by and construed under the laws of the State of Indiana without regard to choice of law principles. Fall Creek and Fishers, 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.

The parties shall endeavor to resolve their claims by mediation administered pursuant to the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall equally share the mediator's and any filing fees. 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.

In the event of any litigation between Fishers and Fall Creek that arises out of or relates to this Agreement, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially all of the relief requested in its pleadings, and includes attorney's 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 Hamilton County, Indiana.

21. In order to facilitate communications between Fishers and Fall Creek, the following individuals are designated as the persons to whom all inquiries or communications should be directed on behalf of their respective entity via mail, email, or phone:

**FALL CREEK**

Doug Allman  
Township Trustee  
11595 Brookschool Road  
Fishers, Indiana 46038

**FISHERS**

Steven Orusa  
Fishers Fire Chief  
Two Municipal Drive  
Fishers, Indiana 46038  
[orusas@fishers.in.us](mailto:orusas@fishers.in.us)

With a copy of any notice  
required under this Agreement to:  
Lindsey Bennett, City Attorney  
One Municipal Drive  
Fishers, IN 46038  
[bennettl@fishers.in.us](mailto:bennettl@fishers.in.us)

22. Fishers acknowledges and agrees that in order to meet the annual budget requirements of Fall Creek, that it will attempt to submit a preliminary budget proposal to Fall Creek on or before August 1, 2023, for the 2024 budget process.

23. The parties hereto acknowledge and agree that firefighting service and EMS are essential to the health, safety and welfare of the citizens of their respective jurisdictions and that by reason thereof, the parties should make every effort to estimate the 2024 amounts prior to the finalization of budgets for 2024. The formula for determining amounts shall equal that entity's share of the total assessed value in the area. If they are not able to reach a mutually satisfactory agreement, then each party may proceed to meet the obligation to provide for the health, safety and welfare of the citizens of their respective jurisdictions, in particular, firefighting services, in any manner they deem appropriate, at the conclusion of this agreement on December 31, 2023. However, Fishers agrees to provide fire protection services until Fall Creek has obtained alternative fire protection within the time frame specified in sections six (6) and twenty four (24) of this Agreement.

24. In the event this Agreement is terminated before approval of the 2024 agreement, Fishers' obligation to provide fire protection services shall not exceed ninety (90) days past the effective date of termination. Fishers' rate of compensation shall be equal to the daily rate under the terms of this Agreement. That rate shall be computed at Two Thousand Eight Hundred Seventy-Six and 23/100 Dollars (\$2,876.23) per day, or \$1,049,823.

25. This Agreement shall become effective upon its execution by both parties.

[The Remainder of This Page Left Intentionally Blank]

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

**FALL CREEK TOWNSHIP, INDIANA**

By: \_\_\_\_\_  
Doug Allman  
Township Trustee

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

**AYE**

**NAY**

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

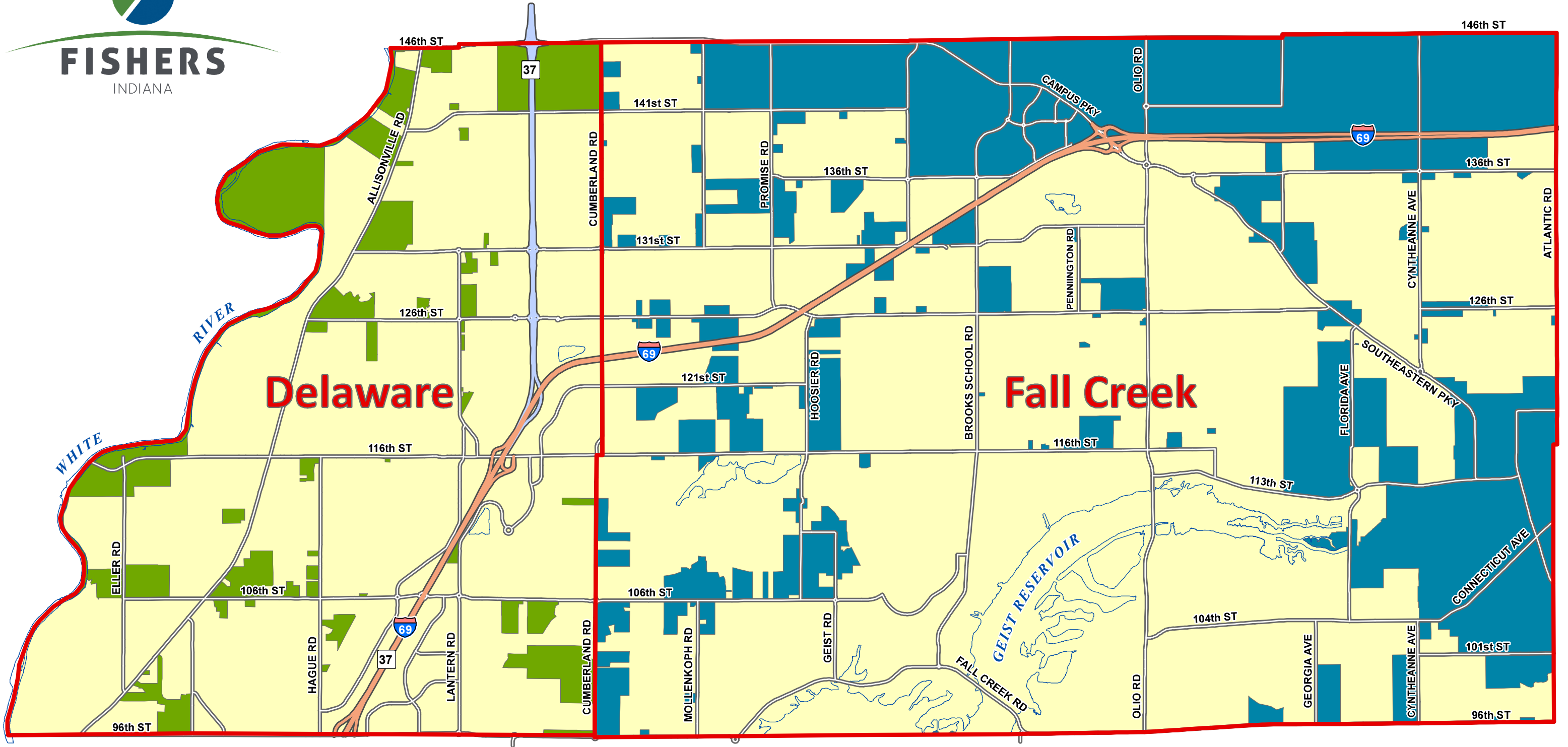
ATTEST: \_\_\_\_\_  
Kari Adriano, Board Clerk

DATE: \_\_\_\_\_

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

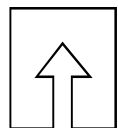
EXHIBIT A

Service Area of Fall Creek Township



## Legend

-  Township Boundary
-  City of Fishers
-  Unincorporated Delaware Township
-  Unincorporated Fall Creek Township



## Unincorporated Delaware and Fall Creek Townships Hamilton County, Indiana



# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                               |                                                  |                                                                                                              |                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | August 21, 2023                                                                                                                                                                               |                                                  |                                                                                                              |                                                  |
| <b>TITLE</b>                                                                                                                                                                    | A RESOLUTION APPROVING AGREEMENTS BETWEEN THE CITY OF FISHERS AND FALL CREEK TOWNSHIP and DELAWARE TOWNSHIP, HAMILTON COUNTY, INDIANA FOR EMS AND FIRE PROTECTION SERVICES                    |                                                  |                                                                                                              |                                                  |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Ann Smith, Fishers Fire Department<br>Department: Fire Emergency Services                                                                                                       |                                                  |                                                                                                              |                                                  |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                   | <input checked="" type="checkbox"/> Regular      | <input type="checkbox"/> Special                                                                             | <input type="checkbox"/> Retreat                 |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                              | <input type="checkbox"/> Ordinance               | <input checked="" type="checkbox"/> Resolution                                                               | <input type="checkbox"/> Regular                 |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                              | <input type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                      | <input type="checkbox"/> 3 <sup>rd</sup> Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                  |                                                  | Resolution #: R082223                                                                                        |                                                  |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input checked="" type="checkbox"/> Contract <b>required</b> for this item                                                                                                                    |                                                  | <input type="checkbox"/> Signed copy of contract attached                                                    |                                                  |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                       |                                                  | <input type="checkbox"/> <b>No contract</b> for this item                                                    |                                                  |
|                                                                                                                                                                                 | <input checked="" type="checkbox"/> Contract <b>over</b> \$50,000                                                                                                                             |                                                  |                                                                                                              |                                                  |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                  | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office |                                                  |
| <b>APPROVALS/REVIEWS</b>                                                                                                                                                        | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                     |                                                  | <input type="checkbox"/> Controller's Office                                                                 |                                                  |
|                                                                                                                                                                                 | <input checked="" type="checkbox"/> Department Head                                                                                                                                           |                                                  | <input type="checkbox"/> Finance Committee                                                                   |                                                  |
|                                                                                                                                                                                 | <input type="checkbox"/> Deputy Mayor                                                                                                                                                         |                                                  | <input type="checkbox"/> Technical Advisory Committee                                                        |                                                  |
|                                                                                                                                                                                 | <input type="checkbox"/> Mayor                                                                                                                                                                |                                                  | <input type="checkbox"/> Other:                                                                              |                                                  |
|                                                                                                                                                                                 | <input checked="" type="checkbox"/> Legal Counsel –                                                                                                                                           |                                                  |                                                                                                              |                                                  |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |  |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|
|                                                                                             | <i>Name of Reviewer:</i> Chris Greisl                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |  |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | Fishers agrees to furnish to Fall Creek Township and Delaware Township fire protection and emergency medical service for a period beginning January 1, 2023, and continuing through December 31, 2023, unless sooner terminated by either party as provided hereafter. Fishers shall answer all calls received from the Hamilton County E-9-1-1- Unified Emergency Communication District to extinguish fires and for emergency medical services occurring within the service area of Fall Creek Township and Delaware Township. Fall Creek Township and Delaware Township agree to compensate Fishers based upon a ratio of certified assessed value of that portion of Fall Creek Township and Delaware Township covered by Fishers Fire Department outside Fishers' municipal boundary compared to the total certified assessed value for Fall Creek Township, Fishers, and Delaware Township, Fishers, and that portion of Fall Creek Township and Delaware Township covered by Fishers Fire & Emergency Services. |                               |  |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |  |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |  |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |  |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |  |
|                                                                                             | Narrative:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |  |
| <b>OPTIONS</b><br>(Include <i>Deny Approval</i> Option)                                     | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Approve Resolution            |  |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Provide alternative direction |  |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |  |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |  |
| <b>PROJECT TIMELINE</b>                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |  |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | The Fishers Fire Department recommends approving the Resolution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |  |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            | Exhibit A- Contracts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |  |



**RESOLUTION NO. R082223**

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS AND  
SAFETY APPROVING CERTAIN AGREEMENTS FOR EMS AND FIRE  
PROTECTION SERVICES FOR FALL CREEK AND DELAWARE TOWNSHIPS**

WHEREAS, Fall Creek Town.ship (“Fall Creek”) and Delaware Township (“Delaware”) desire to avail itself of the fire protection and emergency medical services (“EMS”) offered and provided by the City of Fishers (“Fishers”) and to compensate Fishers for such services;

WHEREAS, Fishers desires to provide services and to be fairly compensated therefore;

WHEREAS, Fishers agrees to furnish to Fall Creek and Delaware certain fire protection and emergency medical services for a period beginning January 1, 2023, and continuing through December 31, 2023; and

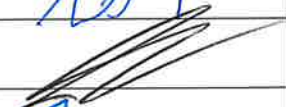
WHEREAS, Fall Creek and Delaware agree to compensate Fishers based upon a ratio of certified assessed value of that portion of Fall Creek or Delaware covered by Fishers Fire Department outside Fishers’ municipal boundary compared to the total certified assessed value for Fall Creek or Delaware, and that portion of Fall Creek or Delaware covered by Fishers Fire & Emergency Services, as further described in the agreements for fire protection services (“Agreements”), which are attached hereto and incorporated herein as Exhibit A and Exhibit B.

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

- Section 1.      The Board hereby approves the Agreement between Fishers and Fall Creek in substantially similar form as Exhibit A, attached hereto and incorporated herein.
- Section 2.      The Board hereby approves the Agreement between Fishers and Delaware in substantially similar form as Exhibit B, attached hereto and incorporated herein.
- Section 2.      The Board hereby designates the Mayor and/or Fire Chief 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.

ALL OF WHICH IS RESOLVED by the Board of Public Works & Safety of the City of Fishers, Hamilton County, Indiana this 22nd day of August, 2023.

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

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

ATTEST:  DATE: 8/22/23  
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

**AGREEMENT BETWEEN  
THE CITY OF FISHERS AND FALL CREEK TOWNSHIP  
HAMILTON COUNTY, INDIANA FOR EMS AND FIRE PROTECTION SERVICES**

This agreement ("Agreement"), is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Fishers"), and Fall Creek Township, Hamilton County, Indiana ("Fall Creek").

**WITNESSETH:**

**WHEREAS**, Fall Creek desires to avail itself of the fire protection and emergency medical service (EMS) offered and provided by Fishers and to compensate Fishers for such services; and

**WHEREAS**, Fishers is desirous of providing such services and to be fairly compensated therefore.

**NOW, THEREFORE**, it is mutually agreed and undertaken by and between the parties as follows:

1. Fishers agrees to furnish to Fall Creek fire protection and emergency medical service for a period beginning January 1, 2023, and continuing through December 31, 2023, unless sooner terminated by either party as provided hereafter. Fishers agrees to continue such services until Fall Creek has retained alternative fire protection and emergency medical service in accordance with Section 23 of this Agreement.

2. Fishers shall answer all calls received from the Hamilton County E-9-1-1- Unified Emergency Communication District to extinguish fires and for emergency medical services occurring within the service area of Fall Creek; meaning the portion of Fall Creek Township of Hamilton County that is not a part of the City of Fishers or the City of Noblesville, which is more particularly described in Exhibit A, attached hereto and incorporated herein, with the necessary personnel and equipment consistent with firefighting and EMS practices and procedures provided within the municipal boundaries of Fishers.

3. Fishers agrees to provide the above services on a twenty-four (24) hour a day, seven (7) day a week basis for the term of this Agreement.

4. Fall Creek agrees to compensate Fishers based upon a ratio of certified assessed value of that portion of Fall Creek Township covered by Fishers Fire Department outside Fishers' municipal boundary compared to the total certified assessed value for Fall Creek Township, Fishers, and that portion of Fall Creek Township covered by Fishers Fire & Emergency Services. For 2023, that percentage is limited to a maximum of 4.08% of the current Fishers Fire/EMS Budget of \$25,733,096 resulting in a total amount of \$1,049,823. The lease payments for fire stations #91, #92, #93, #94, #95 and #96 are not included. There was no unexpended credit from 2022, **therefore Fall Creek shall compensate Fishers One Million Forty-Nine Thousand Eight Hundred Twenty-Three and no/100 Dollars (\$1,049,823) for the services described herein.**

A. Payment for services will be due in the following installments: half of Fall Creek's obligation as calculated above is due within thirty (30) days of execution; the balance is due on or before December 31, 2023.

B. If Fishers does not expend 95% of their entire budget amount for Fire Protection, Fall Creek shall be entitled to a "credit" toward its 2024 contribution for its percentage of the remaining budget which is unused. That credit shall be calculated by applying 4.08% to the unused budgeted amount. Such credit shall be deducted from the total due in order to calculate the amount. Further, amounts encumbered by December 31, 2023 shall be expended within 90 days or be added to unused budgeted amount for this credit calculation. To the extent known, any credit for the 2024 budget shall be included in Fishers' preliminary budget proposal, submitted according to Section 22 herein. Any credit determined after Fishers' submission of its preliminary budget shall be delivered to Fall Creek within a reasonable time period.

C. Within thirty (30) days of receiving a written request, Fishers shall provide Fall Creek verification of changes made in the Fishers' Fire Budget. Such changes include all transfers of budgeted amounts between major and minor line items.

D. Fishers shall be under no obligation to provide fire service and emergency medical service for Fall Creek in the event that Fall Creek defaults or terminates its payments under this Agreement.

E. Fall Creek shall not be deemed to be in default if funds to make payments hereunder have not been disbursed to Fall Creek by the appropriate governmental agencies as of June 30, 2023, and December 31, 2023. In the event, and only in the event, that the State of Indiana and/or the County of Hamilton fails to make timely distributions to Fall Creek, which therefore prevents Fall Creek from making timely payments pursuant to this Agreement, the deadline for such payments shall be extended thirty (30) days from the date of actual distribution from the State of Indiana and/or the County of Hamilton. In the event monies appropriated by governmental agencies fail to make timely distributions to Fall Creek as provided in this section, Fall Creek shall promptly notify Fishers.

5. Fishers agrees to purchase all materials and supplies, pay all compensation to Fire Department Employees, pay the costs of the operation of said fire department and carry all necessary insurance on the Department and on all equipment of Fishers and Fall Creek. Fishers further agrees that its fire protection services and EMS will comply with all federal, state, and local laws and statutes including areas of personnel safety and training. At Fall Creek's request, a copy of the City's General Liability Insurance Policy covering the fire department shall be furnished to Fall Creek.

6. Subject to Section 24 herein, this Agreement may be terminated by either party upon sixty (60) days written notice. The terminating party shall also give notice of its intent to terminate to all other parties required to receive such notice prior to the termination

becoming effective. Said notice shall be mailed to Fall Creek or Fishers at the addresses below, by certified mail, return receipt requested.

7. A copy of this Agreement and all notices, amendments, changes or alterations thereto may be mailed to the Insurance Service Office of the State of Indiana by the Township immediately upon becoming effective.

8. Fishers shall assume no responsibility for delays in answering alarms if the delays are caused by Fishers' inability to immediately respond because of other calls or circumstances beyond the control of Fishers. However, it is anticipated that Fishers will immediately request that vehicles of equal caliber be dispatched to such fire calls.

9. Fishers agrees to carry all necessary insurance to comply with applicable state, federal and local laws and regulations governing municipalities for any life insurance required under current Indiana statutes and regulations. Fishers shall provide Fall Creek with certificates indicating such coverage and showing Fall Creek as co-insured as their interests respectively may appear.

10. The parties agree that all equipment of whatever kind and nature owned by Fall Creek Township presently in use by Fishers or added to the existing equipment during the life of this Agreement shall remain in the possession of Fishers Fire & Emergency Services throughout the life of this Agreement.

11. Fishers further agrees to hold Fall Creek harmless and indemnify Fall Creek for injuries suffered to the property or person of their parties. Notwithstanding the foregoing or anything to the contrary contained herein, Fall Creek hereby acknowledges and agrees that Fishers' financial exposure for certain claims is limited by the Indiana Tort Claims Act, and Fishers' obligation to indemnify and save Fall Creek, its agents and employees harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fee and expenses at the trial and appellate levels) arising out of or related to claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to Indiana Code section 34-13-3-4, as amended.

12. Fishers agrees to provide Fall Creek with available information necessary to satisfy inquiries of the Department of Local Government Finance and the Indiana State Board of Accounts for the period of this Agreement. Fishers further agrees to make available to Fall Creek quarterly reports of maintenance upon any equipment fully or partially owned by Fall Creek which Fall Creek authorized Fishers to use if requested. Fishers further agrees to provide Fall Creek with standardized quarterly run reports which may include the type of response in each grid of the Fall Creek Township area outside of the City of Fishers, if requested.

13. At Fall Creek's request, Fishers further agrees to provide Fall Creek with a copy of the standard Comprehensive Annual Financial Report prepared by Fishers, which shall include all income and expenses to and by the Fire Department.

14. Fishers shall make all necessary reports to the State Fire Marshal's Office and other State and local offices, of fire runs made, maintenance, repairs and training, as required by the State of Indiana or agreed to by the parties hereto.

15. The execution of this Agreement and the fulfillment of the terms, obligations and responsibilities hereunder totally satisfy all liabilities, responsibilities and obligations between the parties of whatsoever kind of nature and will act as a total satisfaction of Fall Creek's obligation to Fishers for providing fire protection and emergency medical service in Fall Creek Township, Hamilton County, Indiana, and shall operate as a defense to any lawsuit or litigation questioning the caliber and quality of fire protection provided by Fishers to Fall Creek.

16. The terms set forth in this Agreement may be altered or amended only in writing and signed by the parties.

17. This Agreement supersedes and replaces any prior Agreements or understandings which may have existed between parties hereto. This Agreement constitutes the full and complete agreement of the parties with regards to the subject matter hereof.

18. If any paragraph, sentence, or portion of this Agreement is declared by a court competent jurisdiction or other quasi-judicial authority to be illegal or unenforceable, such declaration shall not impair or affect the remainder hereof, which shall be in full force and effect and binding upon the parties.

19. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine, or neuter genders.

20. This Agreement shall be governed by and construed under the laws of the State of Indiana without regard to choice of law principles. Fall Creek and Fishers, 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.

The parties shall endeavor to resolve their claims by mediation administered pursuant to the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall equally share the mediator's and any filing fees. 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.

In the event of any litigation between Fishers and Fall Creek that arises out of or relates to this Agreement, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially all of the relief requested in its pleadings, and includes attorney's 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 Hamilton County, Indiana.

21. In order to facilitate communications between Fishers and Fall Creek, the following individuals are designated as the persons to whom all inquiries or communications should be directed on behalf of their respective entity via mail, email, or phone:

**FALL CREEK**

Doug Allman  
Township Trustee  
11595 Brookschool Road  
Fishers, Indiana 46038

**FISHERS**

Steven Orusa  
Fishers Fire Chief  
Two Municipal Drive  
Fishers, Indiana 46038  
[orusas@fishers.in.us](mailto:orusas@fishers.in.us)

With a copy of any notice  
required under this Agreement to:  
Lindsey Bennett, City Attorney  
One Municipal Drive  
Fishers, IN 46038  
[bennettl@fishers.in.us](mailto:bennettl@fishers.in.us)

22. Fishers acknowledges and agrees that in order to meet the annual budget requirements of Fall Creek, that it will attempt to submit a preliminary budget proposal to Fall Creek on or before August 1, 2023, for the 2024 budget process.

23. The parties hereto acknowledge and agree that firefighting service and EMS are essential to the health, safety and welfare of the citizens of their respective jurisdictions and that by reason thereof, the parties should make every effort to estimate the 2024 amounts prior to the finalization of budgets for 2024. The formula for determining amounts shall equal that entity's share of the total assessed value in the area. If they are not able to reach a mutually satisfactory agreement, then each party may proceed to meet the obligation to provide for the health, safety and welfare of the citizens of their respective jurisdictions, in particular, firefighting services, in any manner they deem appropriate, at the conclusion of this agreement on December 31, 2023. However, Fishers agrees to provide fire protection services until Fall Creek has obtained alternative fire protection within the time frame specified in sections six (6) and twenty four (24) of this Agreement.

24. In the event this Agreement is terminated before approval of the 2024 agreement, Fishers' obligation to provide fire protection services shall not exceed ninety (90) days past the effective date of termination. Fishers' rate of compensation shall be equal to the daily rate under the terms of this Agreement. That rate shall be computed at Two Thousand Eight Hundred Seventy-Six and 23/100 Dollars (\$2,876.23) per day, or \$1,049,823.

25. This Agreement shall become effective upon its execution by both parties.

[The Remainder of This Page Left Intentionally Blank]



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

**FALL CREEK TOWNSHIP, INDIANA**

By: \_\_\_\_\_  
Doug Allman  
Township Trustee

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

**AYE**

**NAY**

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

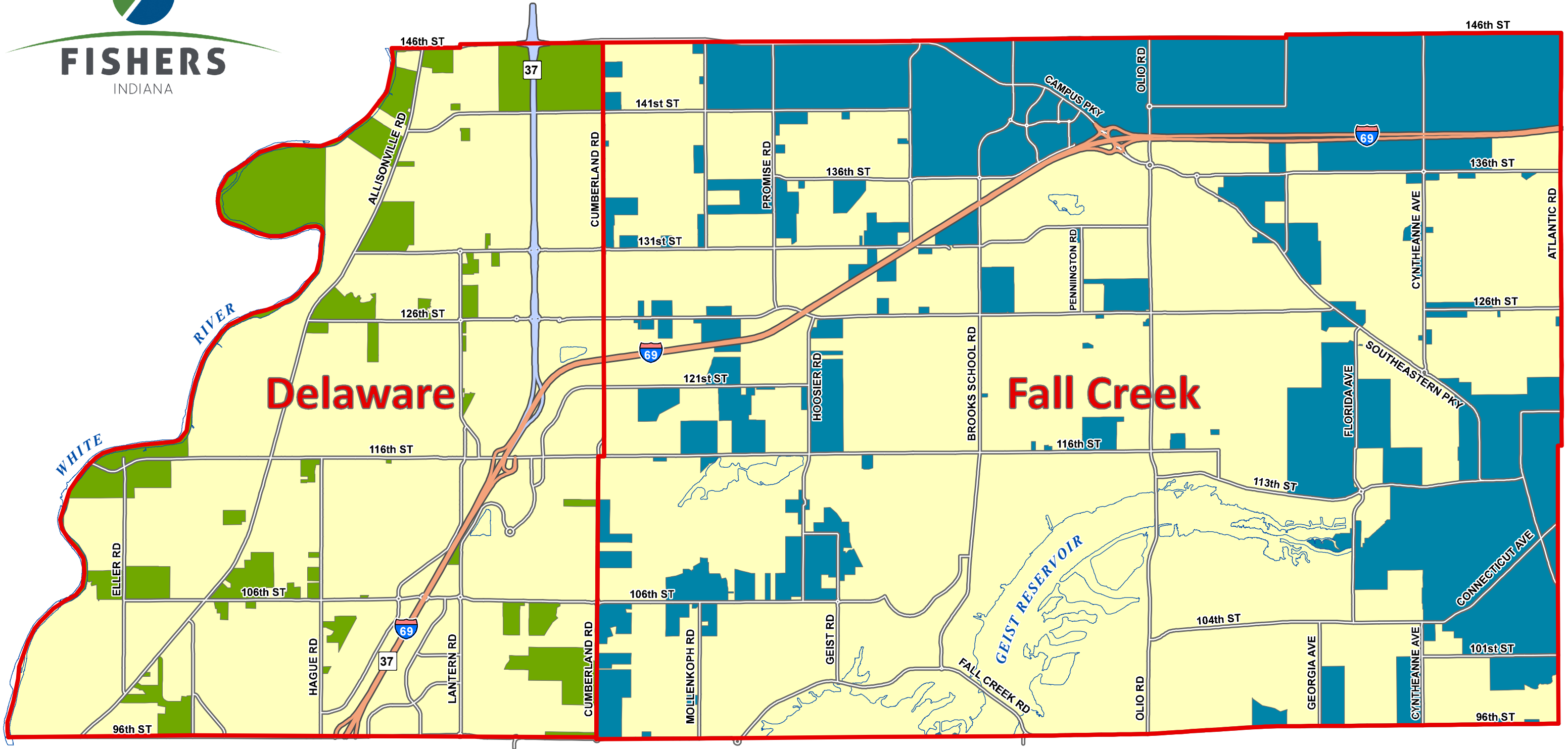
ATTEST: \_\_\_\_\_  
Kari Adriano, Board Clerk

DATE: \_\_\_\_\_

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

EXHIBIT A

Service Area of Fall Creek Township



### Legend

- Township Boundary
- City of Fishers
- Unincorporated Delaware Township
- Unincorporated Fall Creek Township

## Unincorporated Delaware and Fall Creek Townships Hamilton County, Indiana

**AGREEMENT BETWEEN THE CITY OF FISHERS AND DELAWARE TOWNSHIP  
HAMILTON COUNTY, INDIANA FOR EMS AND FIRE PROTECTION SERVICES**

This agreement ("Agreement"), is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Fishers"), and Delaware Township, Hamilton County, Indiana ("Delaware").

**WITNESSETH:**

**WHEREAS**, Delaware desires to avail itself of the fire protection and emergency medical service (EMS) offered and provided by Fishers and to compensate Fishers for such services; and

**WHEREAS**, Fishers is desirous of providing such services and to be fairly compensated therefore.

**NOW, THEREFORE**, it is mutually agreed and undertaken by and between the parties as follows:

1. Fishers agrees to furnish to Delaware fire protection and emergency medical service for a period beginning January 1, 2023, and continuing through December 31, 2023, unless sooner terminated by either party as provided hereafter. Fishers agrees to continue such services until Delaware has retained alternative fire protection and emergency medical service in accordance with Section 23 of this Agreement.

2. Fishers shall answer all calls received from the Hamilton County E-9-1-1- Unified Emergency Communication District to extinguish fires and for emergency medical services occurring within the service area of Delaware; meaning the portion of Delaware Township of Hamilton County that is not a part of the City of Fishers or the City of Noblesville, which is more particularly described in Exhibit A, attached hereto and incorporated herein, with the necessary personnel and equipment consistent with firefighting and EMS practices and procedures provided within the municipal boundaries of Fishers.

3. Fishers agrees to provide the above services on a twenty-four (24) hour a day, seven (7) day a week basis for the term of this Agreement.

4. Delaware agrees to compensate Fishers based upon a ratio of certified assessed value of that portion of Delaware Township covered by Fishers Fire Department outside Fishers' municipal boundary compared to the total certified assessed value for Delaware Township, Fishers, and that portion of Delaware Township covered by Fishers Fire & Emergency Services. For 2022, that percentage is limited to a maximum of 1.24% of the current Fishers Fire/EMS Budget of \$25,733,096 resulting in a total amount of \$320,109. The lease payments for fire stations #91, #92, #93, #94, #95 and #96 are not included. There was no unexpended credit from 2022, **therefore Delaware shall compensate Fishers Three Hundred Twenty Thousand One Hundred Nine and no/100 Dollars (\$320,109) for the services described herein.**

A. Payment for services will be due in the following installments: half of Delaware's obligation as calculated above is due within thirty (30) days of execution; the balance is due on or before December 31, 2023.

B. If Fishers does not expend 95% of their entire budget amount for Fire Protection, Delaware shall be entitled to a "credit" toward its 2024 contribution for its percentage of the remaining budget which is unused. That credit shall be calculated by applying 1.24% to the unused budgeted amount. Such credit shall be deducted from the total due in order to calculate the amount. Further, amounts encumbered by December 31, 2023 shall be expended within 90 days or be added to unused budgeted amount for this credit calculation. To the extent known, any credit for the 2024 budget shall be included in Fishers' preliminary budget proposal, submitted according to Section 22 herein. Any credit determined after Fishers' submission of its preliminary budget shall be delivered to Delaware within a reasonable time period.

C. Within thirty (30) days of receiving a written request, Fishers shall provide Delaware verification of changes made in the Fishers' Fire Budget. Such changes include all transfers of budgeted amounts between major and minor line items.

D. Fishers shall be under no obligation to provide fire service and emergency medical service for Delaware in the event that Delaware defaults or terminates its payments under this Agreement.

E. Delaware shall not be deemed to be in default if funds to make payments hereunder have not been disbursed to Delaware by the appropriate governmental agencies as of June 30, 2023, and December 31, 2023. In the event, and only in the event, that the State of Indiana and/or the County of Hamilton fails to make timely distributions to Delaware, which therefore prevents Delaware from making timely payments pursuant to this Agreement, the deadline for such payments shall be extended thirty (30) days from the date of actual distribution from the State of Indiana and/or the County of Hamilton. In the event monies appropriated by governmental agencies fail to make timely distributions to Delaware as provided in this section, Delaware shall promptly notify Fishers.

5. Fishers agrees to purchase all materials and supplies, pay all compensation to Fire Department Employees, pay the costs of the operation of said fire department and carry all necessary insurance on the Department and on all equipment of Fishers and Delaware. Fishers further agrees that its fire protection services and EMS will comply with all federal, state, and local laws and statutes including areas of personnel safety and training. At Delaware's request, a copy of the City's General Liability Insurance Policy covering the fire department shall be furnished to Delaware.

6. Subject to Section 24 herein, this Agreement may be terminated by either party upon sixty (60) days written notice. The terminating party shall also give notice of its intent to terminate to all other parties required to receive such notice prior to the termination

becoming effective. Said notice shall be mailed to Delaware or Fishers at the addresses below, by certified mail, return receipt requested.

7. A copy of this Agreement and all notices, amendments, changes or alterations thereto may be mailed to the Insurance Service Office of the State of Indiana by the Township immediately upon becoming effective.

8. Fishers shall assume no responsibility for delays in answering alarms if the delays are caused by Fishers' inability to immediately respond because of other calls or circumstances beyond the control of Fishers. However, it is anticipated that Fishers will immediately request that vehicles of equal caliber be dispatched to such fire calls.

9. Fishers agrees to carry all necessary insurance to comply with applicable state, federal and local laws and regulations governing municipalities for any life insurance required under current Indiana statutes and regulations. Fishers shall provide Delaware with certificates indicating such coverage and showing Delaware as co-insured as their interests respectively may appear.

10. The parties agree that all equipment of whatever kind and nature owned by Delaware Township presently in use by Fishers or added to the existing equipment during the life of this Agreement shall remain in the possession of Fishers Fire & Emergency Services throughout the life of this Agreement.

11. Fishers further agrees to hold Delaware harmless and indemnify Delaware for injuries suffered to the property or person of their parties. Notwithstanding the foregoing or anything to the contrary contained herein, Delaware hereby acknowledges and agrees that Fishers' financial exposure for certain claims is limited by the Indiana Tort Claims Act, and Fishers' obligation to indemnify and save Delaware, its agents and employees harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fee and expenses at the trial and appellate levels) arising out of or related to claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to Indiana Code section 34-13-3-4, as amended.

12. Fishers agrees to provide Delaware with available information necessary to satisfy inquiries of the Department of Local Government Finance and the Indiana State Board of Accounts for the period of this Agreement. Fishers further agrees to make available to Delaware quarterly reports of maintenance upon any equipment fully or partially owned by Delaware which Delaware authorized Fishers to use if requested. Fishers further agrees to provide Delaware with standardized quarterly run reports which may include the type of response in each grid of the Delaware Township area outside of the City of Fishers, if requested.

13. At Delaware's request, Fishers further agrees to provide Delaware with a copy of the standard Comprehensive Annual Financial Report prepared by Fishers, which shall include all income and expenses to and by the Fire Department.

14. Fishers shall make all necessary reports to the State Fire Marshal's Office and other State and local offices, of fire runs made, maintenance, repairs and training, as required by the State of Indiana or agreed to by the parties hereto.

15. The execution of this Agreement and the fulfillment of the terms, obligations and responsibilities hereunder totally satisfy all liabilities, responsibilities and obligations between the parties of whatsoever kind of nature and will act as a total satisfaction of Delaware's obligation to Fishers for providing fire protection and emergency medical service in Delaware Township, Hamilton County, Indiana, and shall operate as a defense to any lawsuit or litigation questioning the caliber and quality of fire protection provided by Fishers to Delaware.

16. The terms set forth in this Agreement may be altered or amended only in writing and signed by the parties.

17. This Agreement supersedes and replaces any prior Agreements or understandings which may have existed between parties hereto. This Agreement constitutes the full and complete agreement of the parties with regards to the subject matter hereof.

18. If any paragraph, sentence, or portion of this Agreement is declared by a court competent jurisdiction or other quasi-judicial authority to be illegal or unenforceable, such declaration shall not impair or affect the remainder hereof, which shall be in full force and effect and binding upon the parties.

19. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine, or neuter genders.

20. This Agreement shall be governed by and construed under the laws of the State of Indiana without regard to choice of law principles. Delaware and Fishers, 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.

The parties shall endeavor to resolve their claims by mediation administered pursuant to the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall equally share the mediator's and any filing fees. 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.

In the event of any litigation between Fishers and Delaware that arises out of or relates to this Agreement, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially all of the relief requested in its pleadings, and includes attorney's 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 Hamilton County, Indiana.

21. In order to facilitate communications between Fishers and Delaware, the following individuals are designated as the persons to whom all inquiries or communications should be directed on behalf of their respective entity via mail, email, or phone:

**DELAWARE**

Debbie Driskell  
Township Trustee  
9090 E. 131<sup>st</sup> St.  
Fishers, Indiana 46038

**FISHERS**

Steven Orusa  
Fishers Fire Chief  
Two Municipal Drive  
Fishers, Indiana 46038

With a copy of any notice  
required under this Agreement to:  
Lindsey Bennett, City Attorney  
One Municipal Drive  
Fishers, IN 46038

22. Fishers acknowledges and agrees that in order to meet the annual budget requirements of Delaware, that it will attempt to submit a preliminary budget proposal to Delaware on or before August 1, 2023, for the 2024 budget process.

23. The parties hereto acknowledge and agree that firefighting service and EMS are essential to the health, safety and welfare of the citizens of their respective jurisdictions and that by reason thereof, the parties should make every effort to estimate the 2024 amounts prior to the finalization of budgets for 2024. The formula for determining amounts shall equal that entity's share of the total assessed value in the area. If they are not able to reach a mutually satisfactory agreement, then each party may proceed to meet the obligation to provide for the health, safety and welfare of the citizens of their respective jurisdictions, in particular, firefighting services, in any manner they deem appropriate, at the conclusion of this agreement on December 31, 2023. However, Fishers agrees to provide fire protection services until Delaware has obtained alternative fire protection within the time frame specified in sections six (6) and twenty four (24) of this Agreement.

24. In the event this Agreement is terminated before approval of the 2023 agreement, Fishers' obligation to provide fire protection services shall not exceed ninety (90) days past the effective date of termination. Fishers' rate of compensation shall be equal to the daily rate under the terms of this Agreement. That rate shall be computed at Eight Hundred Seventy-Seven and 1/100 Dollars (\$877.01) per day, or \$320,109/365 days.

25. This Agreement shall become effective upon its execution by both parties.



[The Remainder of This Page Left Intentionally Blank]

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

**DELAWARE TOWNSHIP, INDIANA**

By: \_\_\_\_\_  
Debbie Driskell  
Township Trustee

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

**AYE**

**NAY**

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

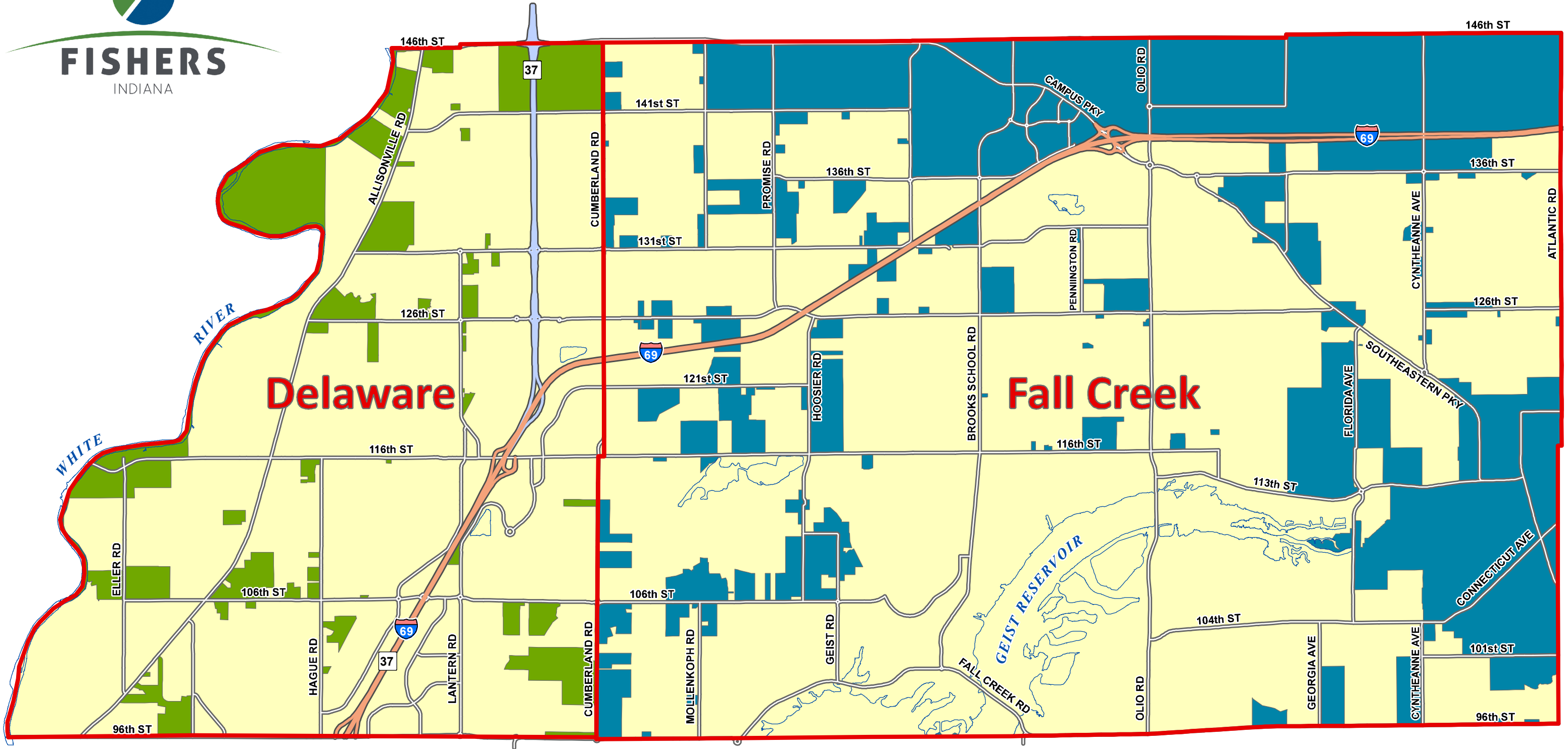
ATTEST: \_\_\_\_\_  
Kari Adriano, Board Clerk

DATE: \_\_\_\_\_

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

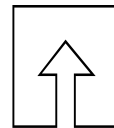
EXHIBIT A

Service Area of Delaware Township



### Legend

-  Township Boundary
-  City of Fishers
-  Unincorporated Delaware Township
-  Unincorporated Fall Creek Township



PREPARED BY THE CITY OF FISHERS GIS. January, 2023  
 BASE MAP INFORMATION PROVIDED BY  
 HAMILTON COUNTY, INDIANA INFORMATION SERVICES DEPARTMENT  
 THIS MAP IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY.  
 THE CITY OF FISHERS DOES NOT WARRANT ITS ACCURACY, COMPLETENESS OR  
 SUITABILITY FOR ANY PURPOSE, AND THE MAP SHOULD NOT BE RELIED UPON WITHOUT  
 PROPER FIELD VERIFICATION.  
 FOR FURTHER INFORMATION ABOUT THIS MAP, CONTACT MIKE CRANFILL, GIS COORDINATOR,  
 CITY OF FISHERS, INDIANA (317)595-2119.

## Unincorporated Delaware and Fall Creek Townships Hamilton County, Indiana

**RESOLUTION NO. R082223A**

**RESOLUTION OF THE CITY OF FISHERS, INDIANA, BOARD OF PUBLIC WORKS  
AND SAFETY APPROVING PROFESSIONAL SERVICES AGREEMENT  
(BUTLER, FAIRMAN & SEUFERT, INC.)**

WHEREAS, the City of Fishers, Indiana (“City”) is converting the Nickel Plate Railroad into a pedestrian trail from approximately 96<sup>th</sup> Street to 146<sup>th</sup> Street, all in accordance with a certain Interim Trails Use Agreement by and between the City and the Hoosier Heritage Port Authority (the “Nickel Plate Trail”);

WHEREAS, the City has plans to design and build a bridge over 96<sup>th</sup> Street to connect the Nickel Plate Trail from the north to south of 96<sup>th</sup> Street (the “Project”);

WHEREAS, the City desires to obtain professional engineering services from Butler, Fairman & Seufert, Inc. (“Consultant”) for the Project;

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

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

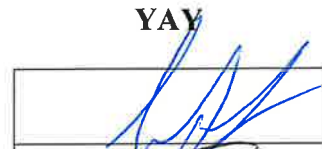
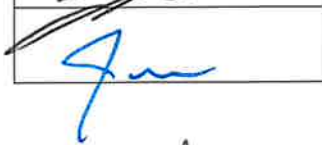
**Section 1.** An agreement substantially similar to the Agreement is hereby approved.

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

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

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 22nd day of August, 2023.

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

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

ATTEST: Kari Adriano DATE: 8/22/23  
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 BUTLER FAIRMAN  
& SEUFERT, INC. & THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA**

This Professional Services Agreements (“AGREEMENT”), is made and entered into this 22 day of August, 2023 (“EFFECTIVE DATE”), by and between the City of Fishers, Hamilton County, Indiana (“OWNER”) and Butler Fairman & Seufert, Inc. (“ENGINEER”), and is regarding Nickel Plate Trail, Design of Trail Bridge over 96<sup>th</sup> Street (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 sub-agreements.

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 July 15, 2022 for the initial task. If OWNER fails to issue the Notice to Proceed the OWNER shall extend the completion date as described in "Attachment D" one day for each day past the above date that the Notice to Proceed was not issued. ENGINEER agrees that said time extension shall be full accord and satisfaction for any and all expenses and damages ENGINEER may experience resulting from the delay. Each task assigned under this Agreement will have a separate Notice to Proceed.
  - 5.1.2 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Subject to Article 22, such person will have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the Project. Said person as well or other key personnel are listed in "Attachment C".
  - 5.1.3 Make available all information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
  - 5.1.4 Furnish to ENGINEER, as required by ENGINEER for performance of its services, data prepared by or services of others.

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

## **ARTICLE 6**

### **COMPLETION SCHEDULE**

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

be delayed or postponed pending resolution of any disputes or disagreements except as permitted in Article 8, or as ENGINEER and OWNER may otherwise agree in writing.

- 6.6 If the commencement, prosecution or completion of the services under this Agreement, or of the construction of the Project is delayed by any act, omission, delay, neglect or default of ENGINEER, or anyone employed by ENGINEER, or by any damage or acts caused by the negligent acts or omission by ENGINEER, then ENGINEER shall be liable to OWNER for any and all costs, assessments, expense, liabilities or damages caused thereby, in accordance with Section 4.8.
- 6.7 ENGINEER shall not be responsible for any time delays in the Project, or in the performance of services under this Agreement, to the extent such delays are caused solely by any act, omission, neglect or default of OWNER or anyone employed by OWNER, or by the unreasonable delay of any review agency or utility, or for any delay or damage caused by fire or the combined action of workers and which are in no way chargeable, in whole or in part, to ENGINEER, or by any other conditions or circumstances beyond the control of ENGINEER, its employee, agent, or other persons for whose acts or omissions ENGINEER is responsible. In the event of such delay, ENGINEER shall be entitled to an adjustment in the schedules or agreed time limitations for the performance of services, and this Agreement shall be modified in writing accordingly. Any claim of ENGINEER for adjustment under this cause must be asserted in writing within thirty (30) days from the date of the occurrence of the event giving rise to the claim, unless OWNER grants a further period of time before the date of final payment to ENGINEER. The adjustment of time for the performance of services, as provided in this paragraph, shall be ENGINEER's sole exclusive right, entitlement and remedy in the event of such delays, and ENGINEER shall have no claim against OWNER for adjustment for increase in costs of performance, or other damages occurred in connection therewith.

## **ARTICLE 7**

### **INSURANCE**

- 7.1 ENGINEER shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and OWNER from the claims set forth below which may arise out of or result from ENGINEER'S operations under this Agreement, whether such operations be by ENGINEER or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:
- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
  - 2) Claims for damages because of bodily injury and personal injury, including death, and;
  - 3) Claims for damages to property.

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

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

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

|    |                                                                                                                                                              |                              |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| A. | Worker's Compensation<br>& Disability                                                                                                                        | Statutory                    |
| B. | Employer's Liability                                                                                                                                         |                              |
|    | Bodily Injury Accident                                                                                                                                       | \$100,000<br>Each accident   |
|    | Bodily Injury by Disease                                                                                                                                     | \$500,000<br>Policy limit    |
|    | Bodily Injury by Disease                                                                                                                                     | \$1,000,000<br>Each employee |
| C. | Commercial General Liability (Occurrence Basis)<br>Bodily injury, personal injury, property damage,<br>contractual liability, products completed operations. |                              |

|                                                                                 |                                                 |
|---------------------------------------------------------------------------------|-------------------------------------------------|
| General Aggregate Limit<br>(Other Than Products/Completed Operations)           | \$2,000,000                                     |
| Products/Completed Operations                                                   | \$2,000,000                                     |
| Personal & Advertising<br>Injury Limit                                          | \$1,000,000                                     |
| Each Occurrence Limit                                                           | \$1,000,000                                     |
| Damage to Rented Premises                                                       | \$100,000<br>each occurrence                    |
| Medical Expense Limit                                                           | \$5,000                                         |
| D. Comprehensive Auto Liability                                                 | \$1,000,000                                     |
| (single Limit)<br>(owned, hired & non-owned)<br>Bodily injury & property damage | \$1,000,000<br>Each accident                    |
| E. Umbrella Excess Liability                                                    | \$1,000,000<br>Each occurrence<br>And aggregate |
| F. Professional Liability                                                       | \$1,000,000 per claim<br>And aggregate          |

- 7.2.1 Professional liability coverage, if available to the engineering profession, shall be in effect from the effective date of this Agreement and shall remain in effect continuously until the applicable statute of limitations has run. (Coverage Period). Coverage also shall extend to employees who may retire, transfer or otherwise cease employment with ENGINEER during the Coverage Period.
- 7.2.2 Professional liability policies may be either claims made or per occurrence.
- 7.2.3 Deductible on professional liability policies may be either per claim or per occurrence.
- 7.2.4 Professional liability coverage shall only be limited by a maximum annual aggregate. There shall be no limits on the number of amount of claims made against a specific Project.

- 7.3 With the prior approval of OWNER, ENGINEER, may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.
- 7.4 Copies of all above insurance policies and Certificates of Insurance, naming the City of Fishers as an “additional insured” (C. through E. only), including proof of required Professional Liability Insurance, showing such coverage then in force (but not less than the amount shown above) shall be filed with OWNER prior to the effective date of this Agreement. These policies and Certificates shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days after written notice has been given to OWNER.
- 7.5 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of ENGINEER to the above enumerated amounts.
- 7.6 Regardless of the nature of the policy or whether the deductible is per claim or per occurrence, all deductibles shall be the responsibility of ENGINEER.
- 7.7 Notwithstanding any other provision of this Agreement, ENGINEER shall provide all insurance coverage required by the documents provided by OWNER.

## **ARTICLE 8**

### **COMPENSATION TO ENGINEER**

- 8.1 For the services described in this Agreement or in “Attachment A”, OWNER agrees to pay ENGINEER as per the provisions of “Attachment E”, unless modified by an amendment to this Agreement.
- 8.2 No payment request or statement made pursuant to this Article shall exceed the estimated amount in value of the work and services performed by ENGINEER under this Agreement, which estimates shall be prepared by ENGINEER and supplemented or accompanied by such supporting data as may be required by OWNER.
- 8.3 Payment request by ENGINEER shall be submitted no more often than bi-monthly. The payment request shall be accompanied by a signed voucher and such supporting data as may be required by OWNER.
- 8.4 OWNER shall have the right to withhold from payments due ENGINEER such sums as necessary to protect OWNER against any loss, claim or damage which may result from the negligence or unsatisfactory work by ENGINEER, failure by ENGINEER to perform its obligations and responsibilities under this Agreement or claims filed against ENGINEER or OWNER relating to ENGINEER’S services or work. OWNER shall provide ENGINEER written notification of its reason for so withholding payments. When the grounds or causes for such withholding are removed, payment shall be made for amounts withheld because of them.



- 8.6 OWNER shall pay ENGINEER for the professional services supported by invoices and documentation. OWNER will pay the amount of the invoice within ninety (90) days of OWNER'S acknowledgement that invoice and documentation are acceptable. OWNER will give ENGINEER written notice within five (5) working days or receipt of the invoice and documentation if the invoice or documentation is not acceptable. OWNER is the sole judge as to the acceptability of the invoices and documentation.
- 8.7 If, prior to the satisfactory completion of services under this Agreement, the total costs incurred by ENGINEER are within 25% of the maximum amount payable, ENGINEER shall notify OWNER in writing. ENGINEER shall cease all work when the total costs incurred equal 95% of the maximum amount payable. Work will not recommence until ENGINEER receives written notice from OWNER and an adjusted maximum amount payable has been negotiated, if in the sole judgment of OWNER, such an adjustment is required. The ENGINEER shall not be entitled to compensation for unauthorized work over the maximum amount payable. This section shall not apply when the method of compensation described in Section 8.1 is lump sum.
- 8.8 Upon satisfactory completion of all work and services to be performed hereunder, and prior to final payment under this Agreement for such series, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, ENGINEER shall execute and deliver to OWNER a release of all claims against OWNER arising under or by virtue of this Agreement. In all events, the making and acceptance of final payment shall be conclusive as to OWNERS'S performance of the Agreement and shall constitute a waiver of all claims by ENGINEER against OWNER.

## **ARTICLE 9**

### **TERMINATION BY OWNER**

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

calendar days written notice (delivered certified mail, return receipt requested) of intention to terminate; and (2) an opportunity for consultation with OWNER prior to termination. If termination for convenience is effected by OWNER, ENGINEER'S compensation shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination. No amount shall be allowed for anticipated profit on unperformed services or other work.

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

## **ARTICLE 10**

### **TERMINATION BY ENGINEER**

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

- 10.3 If ENGINEER loses the services of key personnel essential to the prosecution of this Agreement ENGINEER has the following options:
- a. With the consent of OWNER, substitute other personnel. OWNER may not unreasonably withhold consent.
  - b. Terminate the Agreement.

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

#### **ARTICLE 11** **SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 12** **RECORDS; AUDIT**

ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. ENGINEER shall also maintain the financial information and data used by ENGINEER in the submission or preparation of any cost submission, statement or summary submitted to OWNER or any funding agency. OWNER, or any agencies which have tendered grants for the Project, or any persons so designated by a granting agency shall, until the expiration of three (3) years after final payment under this agreement have access to and the right to examine, inspect, audit and copy directly pertinent books, documents, papers and records of ENGINEER involving any transaction related to this Agreement. To the extent that the person or entity which seeks to examine, inspect, audit and copy said documents is under the control of OWNER, said person or entity will provide

ENGINEER with seventy-two (72) hours written notice. ENGINEER agrees to incorporate this provision into any sub-agreements 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**  
**DEBAREMENT AND SUSPENSION**

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

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

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

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

**ARTICLE 38**  
**E-VERIFY PROGRAM**

Pursuant to I.C. 22-5-1.7, ENGINEER shall enroll in and verify the work eligibility status of all newly hired employees of ENGINEER through the E-Verify Program(“Program”). ENGINEER is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

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

**The remainder of this page is intentionally blank.**

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

**ENGINEER**

**Butler Fairman & Seufert, Inc.**

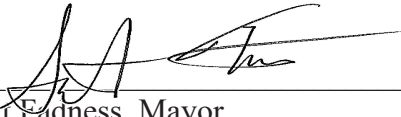
By: Bradley O. Watson

Printed: Brad Watson, PE

Title: Executive Vice President

**OWNER**

**City of Fishers, Indiana**

  
Scott Fadness, Mayor

## **ATTACHMENT A**

### **SERVICES BY ENGINEER**

The ENGINEER shall provide services as noted below:

#### **A. PROJECT DESCRIPTION**

This project involves the design and construction of a new structure to carry the Nickel Plate Trail over 96<sup>th</sup> street and subsequent approach spans. The trail will be 12 feet wide with 2-foot graded shoulders and will be paved. The project includes the crossing of a new bridge over 96<sup>th</sup> Street which is anticipated to be 14 feet wide and constructed with a combination of mechanically stabilized earth walls, conventional bridge spans, and a basket arch over 96<sup>th</sup> street. All improvements shall meet accessibility requirements. The OWNER's current estimate of construction cost is \$5,159,960.00.

#### **B. SCOPE OF WORK**

##### **1. Bridge Design**

The ENGINEER shall provide Bridge Design Services as follows

- A. Design and construction documents for a new basket arch that will span 96<sup>th</sup> street.
- B. Design and construction documents for new approach approaches to the main basket arch structure over 96<sup>th</sup> street including MSE walls.
- C. All designs for both approach spans and main spans will include foundation elements, substructure and abutment units, steel beam and concrete deck design and all ornamental elements associated with the architectural recommendations.
- D. Develop 30% preliminary plans which shall outline the entire planned project limits, span lengths, and layout of the planned construction for approval and acceptance. An estimate will be developed along with the 30% plan set.
- E. Develop 100% plans including contract documents for public bid and acceptance. Review all bids and make recommendations.

##### **2. PROJECT MANAGEMENT AND ADMINISTRATION**

The ENGINEER shall provide project management and administration services as described below:

- A. For Design, facilitate and participate in bi-monthly progress meetings with the OWNER and the project team, including preparation of agendas and minutes.
  - 1. On-site Field Check and 30% Plans Review Meeting
  - 2. 90% Plans Review Meeting

- B. Attend and participate in one public hearing and presentation.
  - C. Participate in monthly progress meetings that summarize the status of each major project milestone.
  - D. Assist the OWNER in the preparation of quarterly reports required by IDNR.
  - E. Coordinate with all sub-consultants for their respective elements of the project and their delivery schedules.
3. CONSTRUCTION MANAGEMENT AND ADMINISTRATION
- A. The ENGINEER shall review and approve project shop drawings submitted by the contractor.
  - B. The ENGINEER shall attend preconstruction conferences and meetings.
  - C. The ENGINEER shall review and answer contractor questions and provide clarifications during construction and issue addenda as necessary.
  - D. The ENGINEER shall participate in on site meetings during construction as necessary.
4. GEOTECHNICAL INVESTIGATION
- The ENGINEER shall, on behalf of OWNER, cause to be made all borings and subsurface explorations and the analysis thereof for the approach walls and substructure of the bridge over 96<sup>th</sup> Street, Further detail is provided in the Atlas Technical Consultants, LLC, proposal (attached).
5. ARCHITECTURAL SERVICES
- Architect shall provide services outlined as below including material research for design and aesthetic elements. This shall include Material research for screening, color and finish, railing options, MSE wall patterns and form liners, lighting options and coordination, and coordination meetings for construction document development.

## **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**

Bryan Wright – Bridge Design Department Head and Head Project Manager

Ben Butz – Bridge Department Production Manager

Chris O’ Brien – Bridge Department Lead Designer

Dylan Piercefield – Bridge Engineer’s Assistant

#### **ARCHITECTURE / LANDSCAPE ARCHITECTURE SUBCONSULTANT**

Browning Day

#### **GEOTECHNICAL SUBCONSULTANT**

Atlas Technical Consultants, LLC

#### **ENGINEER MAIN ARCH SPAN**

Janssen & Spaans Engineering

**ATTACHMENT C**

KEY STAFF OF OWNER

City of Fishers  
1 Municipal Drive  
Fishers, Indiana 46038



## **ATTACHMENT D**

### **SCHEDULE**

All work by the ENGINEER under this Agreement shall be completed and delivered to the OWNER for review and approval within the approximate time periods shown in the following submission schedule, assuming a Notice to Proceed date of August 15<sup>th</sup>, 2023:

|                                  |               |
|----------------------------------|---------------|
| Preliminary Plans (30%)          | February 2024 |
| Public Information Meeting       | May 2024      |
| Final Plans and Documents (100%) | December 2024 |
| Targeted Letting Date            | February 2025 |

## ATTACHMENT E

### COMPENSATION TO ENGINEER

A. Amount of Payment

1. The ENGINEER shall receive as payment for the work performed under Items No. 2 through 6 below, the total fee Not To Exceed (NTE) \$466,131.00, unless a modification of the Agreement is approved in writing by the OWNER.
2. The ENGINEER will be paid for the work on lump sum basis in accordance with the following schedule:

**Fee Schedule Summary**

|                                              |               |
|----------------------------------------------|---------------|
| Bridge Design (Approach Spans)               | \$ 171,200.00 |
| Bridge Design (Main Span)                    | \$ 239,800.00 |
| Geotechnical Addendum                        | \$ 11,131.00  |
| Architectural Design (Hourly, not to exceed) | \$ 25,000.00  |
| Bridge Post Bid Services                     | \$ 19,000.00  |

B. Additional Services

Additional Services would be services required in connection with additional designs, permits, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the ENGINEER that are not included in the Scope of Work, or if the OWNER or any other local, state, or federal agency shall direct or cause the ENGINEER to relocate or redesign the project, or any part thereof. The OWNER agrees to compensate the ENGINEER for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in Appendix E-1. The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the ENGINEER shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the ENGINEER in the plans shall be considered as Additional Services.

In the event that the OWNER retains someone other than the ENGINEER to provide construction inspection, then the OWNER agrees to compensate the ENGINEER for Additional Services rendered in connection with the interpretation of plans, project stake-out or such other services that may be required during the construction phase of the work to be performed.

C. Method of Payment

Payment shall be made by the OWNER to the ENGINEER each month as the work progresses.

**APPENDIX “E-1”**  
**SCHEDULE OF COMPENSATION**  
**BUTLER, FAIRMAN and SEUFERT, INC.**

**2023 HOURLY RATE SCHEDULE**

| <u>Classification</u> |                                           | <u>Hourly Rates</u> |
|-----------------------|-------------------------------------------|---------------------|
| E-V                   | Engineer V (Principal)                    | \$ 285.00           |
| E-IV                  | Engineer IV                               | \$ 220.00           |
| E-III                 | Engineer III                              | \$ 190.00           |
| E-II                  | Engineer II                               | \$ 150.00           |
| E-I                   | Engineer I                                | \$ 110.00           |
| FP-V                  | Field Personnel V – (Project Coordinator) | \$ 235.00           |
| FP-IV                 | Field Personnel IV                        | \$ 205.00           |
| FP-III                | Field Personnel III                       | \$ 160.00           |
| FP-II                 | Field Personnel II                        | \$ 125.00           |
| FP-I                  | Field Personnel I                         | \$ 100.00           |
| EA-III                | Engineer’s Assistant III                  | \$ 195.00           |
| EA-II                 | Engineer’s Assistant II                   | \$ 160.00           |
| EA-I                  | Engineer’s Assistant I                    | \$ 110.00           |
| SP-1                  | Support Personnel I                       | \$ 80.00            |
| C-II                  | Clerical II                               | \$ 130.00           |
| C-I                   | Clerical I                                | \$ 85.00            |
| P-III                 | Planner/Environmental Specialist III      | \$ 155.00           |
| P-II                  | Planner/Environmental Specialist II       | \$ 115.00           |
| P-I                   | Planner/Environmental Specialist I        | \$ 110.00           |

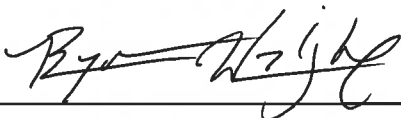
The billing rates are effective January 2023 and may be adjusted annually (beginning January 2024) to reflect changes in the compensation payable to the **ENGINEER**.

E-Verify Affidavit

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

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

(Contractor): Butler, Fairman, and Seufert Inc.

By (Written Signature): 

(Printed Name): Bryan Wright PE SE

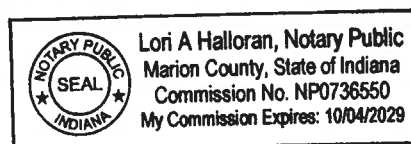
(Title): Project Manager

Important – Notary Signature Required in the Space Below

STATE OF Indiana

COUNTY OF Marion

SS:



Subscribed and sworn to before me this 15<sup>th</sup> day of May,  
2023.

My commission expires: 10/4/29

Residing in Marion

(Signed):   
County, State of Indiana

**A PROFESSIONAL SERVICES AGREEMENT BY & BETWEEN BUTLER FAIRMAN  
& SEUFERT, 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 Butler Fairman & Seufert, Inc. (“ENGINEER”), and is regarding Nickel Plate Trail, Design of Trail Bridge over 96<sup>th</sup> Street (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 sub-agreements.

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 July 15, 2022 for the initial task. If OWNER fails to issue the Notice to Proceed the OWNER shall extend the completion date as described in "Attachment D" one day for each day past the above date that the Notice to Proceed was not issued. ENGINEER agrees that said time extension shall be full accord and satisfaction for any and all expenses and damages ENGINEER may experience resulting from the delay. Each task assigned under this Agreement will have a separate Notice to Proceed.
  - 5.1.2 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Subject to Article 22, such person will have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the Project. Said person as well or other key personnel are listed in "Attachment C".
  - 5.1.3 Make available all information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
  - 5.1.4 Furnish to ENGINEER, as required by ENGINEER for performance of its services, data prepared by or services of others.

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

## **ARTICLE 6**

### **COMPLETION SCHEDULE**

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

be delayed or postponed pending resolution of any disputes or disagreements except as permitted in Article 8, or as ENGINEER and OWNER may otherwise agree in writing.

- 6.6 If the commencement, prosecution or completion of the services under this Agreement, or of the construction of the Project is delayed by any act, omission, delay, neglect or default of ENGINEER, or anyone employed by ENGINEER, or by any damage or acts caused by the negligent acts or omission by ENGINEER, then ENGINEER shall be liable to OWNER for any and all costs, assessments, expense, liabilities or damages caused thereby, in accordance with Section 4.8.
- 6.7 ENGINEER shall not be responsible for any time delays in the Project, or in the performance of services under this Agreement, to the extent such delays are caused solely by any act, omission, neglect or default of OWNER or anyone employed by OWNER, or by the unreasonable delay of any review agency or utility, or for any delay or damage caused by fire or the combined action of workers and which are in no way chargeable, in whole or in part, to ENGINEER, or by any other conditions or circumstances beyond the control of ENGINEER, its employee, agent, or other persons for whose acts or omissions ENGINEER is responsible. In the event of such delay, ENGINEER shall be entitled to an adjustment in the schedules or agreed time limitations for the performance of services, and this Agreement shall be modified in writing accordingly. Any claim of ENGINEER for adjustment under this cause must be asserted in writing within thirty (30) days from the date of the occurrence of the event giving rise to the claim, unless OWNER grants a further period of time before the date of final payment to ENGINEER. The adjustment of time for the performance of services, as provided in this paragraph, shall be ENGINEER's sole exclusive right, entitlement and remedy in the event of such delays, and ENGINEER shall have no claim against OWNER for adjustment for increase in costs of performance, or other damages occurred in connection therewith.

## **ARTICLE 7**

### **INSURANCE**

- 7.1 ENGINEER shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and OWNER from the claims set forth below which may arise out of or result from ENGINEER'S operations under this Agreement, whether such operations be by ENGINEER or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:
- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
  - 2) Claims for damages because of bodily injury and personal injury, including death, and;
  - 3) Claims for damages to property.

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

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

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

|    |                                                                                                                                                              |                              |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| A. | Worker's Compensation<br>& Disability                                                                                                                        | Statutory                    |
| B. | Employer's Liability                                                                                                                                         |                              |
|    | Bodily Injury Accident                                                                                                                                       | \$100,000<br>Each accident   |
|    | Bodily Injury by Disease                                                                                                                                     | \$500,000<br>Policy limit    |
|    | Bodily Injury by Disease                                                                                                                                     | \$1,000,000<br>Each employee |
| C. | Commercial General Liability (Occurrence Basis)<br>Bodily injury, personal injury, property damage,<br>contractual liability, products completed operations. |                              |

|                                                                                 |                                                 |
|---------------------------------------------------------------------------------|-------------------------------------------------|
| General Aggregate Limit<br>(Other Than Products/Completed Operations)           | \$2,000,000                                     |
| Products/Completed Operations                                                   | \$2,000,000                                     |
| Personal & Advertising<br>Injury Limit                                          | \$1,000,000                                     |
| Each Occurrence Limit                                                           | \$1,000,000                                     |
| Damage to Rented Premises                                                       | \$100,000<br>each occurrence                    |
| Medical Expense Limit                                                           | \$5,000                                         |
| D. Comprehensive Auto Liability                                                 | \$1,000,000                                     |
| (single Limit)<br>(owned, hired & non-owned)<br>Bodily injury & property damage | \$1,000,000<br>Each accident                    |
| E. Umbrella Excess Liability                                                    | \$1,000,000<br>Each occurrence<br>And aggregate |
| F. Professional Liability                                                       | \$1,000,000 per claim<br>And aggregate          |

- 7.2.1 Professional liability coverage, if available to the engineering profession, shall be in effect from the effective date of this Agreement and shall remain in effect continuously until the applicable statute of limitations has run. (Coverage Period). Coverage also shall extend to employees who may retire, transfer or otherwise cease employment with ENGINEER during the Coverage Period.
- 7.2.2 Professional liability policies may be either claims made or per occurrence.
- 7.2.3 Deductible on professional liability policies may be either per claim or per occurrence.
- 7.2.4 Professional liability coverage shall only be limited by a maximum annual aggregate. There shall be no limits on the number of amount of claims made against a specific Project.

- 7.3 With the prior approval of OWNER, ENGINEER, may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.
- 7.4 Copies of all above insurance policies and Certificates of Insurance, naming the City of Fishers as an “additional insured” (C. through E. only), including proof of required Professional Liability Insurance, showing such coverage then in force (but not less than the amount shown above) shall be filed with OWNER prior to the effective date of this Agreement. These policies and Certificates shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days after written notice has been given to OWNER.
- 7.5 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of ENGINEER to the above enumerated amounts.
- 7.6 Regardless of the nature of the policy or whether the deductible is per claim or per occurrence, all deductibles shall be the responsibility of ENGINEER.
- 7.7 Notwithstanding any other provision of this Agreement, ENGINEER shall provide all insurance coverage required by the documents provided by OWNER.

## **ARTICLE 8**

### **COMPENSATION TO ENGINEER**

- 8.1 For the services described in this Agreement or in “Attachment A”, OWNER agrees to pay ENGINEER as per the provisions of “Attachment E”, unless modified by an amendment to this Agreement.
- 8.2 No payment request or statement made pursuant to this Article shall exceed the estimated amount in value of the work and services performed by ENGINEER under this Agreement, which estimates shall be prepared by ENGINEER and supplemented or accompanied by such supporting data as may be required by OWNER.
- 8.3 Payment request by ENGINEER shall be submitted no more often than bi-monthly. The payment request shall be accompanied by a signed voucher and such supporting data as may be required by OWNER.
- 8.4 OWNER shall have the right to withhold from payments due ENGINEER such sums as necessary to protect OWNER against any loss, claim or damage which may result from the negligence or unsatisfactory work by ENGINEER, failure by ENGINEER to perform its obligations and responsibilities under this Agreement or claims filed against ENGINEER or OWNER relating to ENGINEER’S services or work. OWNER shall provide ENGINEER written notification of its reason for so withholding payments. When the grounds or causes for such withholding are removed, payment shall be made for amounts withheld because of them.

- 8.6 OWNER shall pay ENGINEER for the professional services supported by invoices and documentation. OWNER will pay the amount of the invoice within ninety (90) days of OWNER'S acknowledgement that invoice and documentation are acceptable. OWNER will give ENGINEER written notice within five (5) working days or receipt of the invoice and documentation if the invoice or documentation is not acceptable. OWNER is the sole judge as to the acceptability of the invoices and documentation.
- 8.7 If, prior to the satisfactory completion of services under this Agreement, the total costs incurred by ENGINEER are within 25% of the maximum amount payable, ENGINEER shall notify OWNER in writing. ENGINEER shall cease all work when the total costs incurred equal 95% of the maximum amount payable. Work will not recommence until ENGINEER receives written notice from OWNER and an adjusted maximum amount payable has been negotiated, if in the sole judgment of OWNER, such an adjustment is required. The ENGINEER shall not be entitled to compensation for unauthorized work over the maximum amount payable. This section shall not apply when the method of compensation described in Section 8.1 is lump sum.
- 8.8 Upon satisfactory completion of all work and services to be performed hereunder, and prior to final payment under this Agreement for such series, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, ENGINEER shall execute and deliver to OWNER a release of all claims against OWNER arising under or by virtue of this Agreement. In all events, the making and acceptance of final payment shall be conclusive as to OWNERS'S performance of the Agreement and shall constitute a waiver of all claims by ENGINEER against OWNER.

## **ARTICLE 9**

### **TERMINATION BY OWNER**

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



calendar days written notice (delivered certified mail, return receipt requested) of intention to terminate; and (2) an opportunity for consultation with OWNER prior to termination. If termination for convenience is effected by OWNER, ENGINEER'S compensation shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination. No amount shall be allowed for anticipated profit on unperformed services or other work.

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

## **ARTICLE 10**

### **TERMINATION BY ENGINEER**

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

- 10.3 If ENGINEER loses the services of key personnel essential to the prosecution of this Agreement ENGINEER has the following options:
- a. With the consent of OWNER, substitute other personnel. OWNER may not unreasonably withhold consent.
  - b. Terminate the Agreement.

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

## **ARTICLE 11**

### **SUCCESSORS AND ASSIGNS**

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

## **ARTICLE 12**

### **RECORDS; AUDIT**

ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. ENGINEER shall also maintain the financial information and data used by ENGINEER in the submission or preparation of any cost submission, statement or summary submitted to OWNER or any funding agency. OWNER, or any agencies which have tendered grants for the Project, or any persons so designated by a granting agency shall, until the expiration of three (3) years after final payment under this agreement have access to and the right to examine, inspect, audit and copy directly pertinent books, documents, papers and records of ENGINEER involving any transaction related to this Agreement. To the extent that the person or entity which seeks to examine, inspect, audit and copy said documents is under the control of OWNER, said person or entity will provide

ENGINEER with seventy-two (72) hours written notice. ENGINEER agrees to incorporate this provision into any sub-agreements 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**  
**DEBAREMENT AND SUSPENSION**

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

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

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

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

**ARTICLE 38**  
**E-VERIFY PROGRAM**

Pursuant to I.C. 22-5-1.7, ENGINEER shall enroll in and verify the work eligibility status of all newly hired employees of ENGINEER through the E-Verify Program(“Program”). ENGINEER is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

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

**The remainder of this page is intentionally blank.**

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

**ENGINEER**

**Butler Fairman & Seufert, Inc.**

By: Bradley O. Watson

Printed: Brad Watson, PE

Title: Executive Vice President

**OWNER**

**City of Fishers, Indiana**

Scott Fadness, Mayor

## **ATTACHMENT A**

### **SERVICES BY ENGINEER**

The ENGINEER shall provide services as noted below:

#### **A. PROJECT DESCRIPTION**

This project involves the design and construction of a new structure to carry the Nickel Plate Trail over 96<sup>th</sup> street and subsequent approach spans. The trail will be 12 feet wide with 2-foot graded shoulders and will be paved. The project includes the crossing of a new bridge over 96<sup>th</sup> Street which is anticipated to be 14 feet wide and constructed with a combination of mechanically stabilized earth walls, conventional bridge spans, and a basket arch over 96<sup>th</sup> street. All improvements shall meet accessibility requirements. The OWNER's current estimate of construction cost is \$5,159,960.00.

#### **B. SCOPE OF WORK**

##### **1. Bridge Design**

The ENGINEER shall provide Bridge Design Services as follows

- A. Design and construction documents for a new basket arch that will span 96<sup>th</sup> street.
- B. Design and construction documents for new approach approaches to the main basket arch structure over 96<sup>th</sup> street including MSE walls.
- C. All designs for both approach spans and main spans will include foundation elements, substructure and abutment units, steel beam and concrete deck design and all ornamental elements associated with the architectural recommendations.
- D. Develop 30% preliminary plans which shall outline the entire planned project limits, span lengths, and layout of the planned construction for approval and acceptance. An estimate will be developed along with the 30% plan set.
- E. Develop 100% plans including contract documents for public bid and acceptance. Review all bids and make recommendations.

##### **2. PROJECT MANAGEMENT AND ADMINISTRATION**

The ENGINEER shall provide project management and administration services as described below:

- A. For Design, facilitate and participate in bi-monthly progress meetings with the OWNER and the project team, including preparation of agendas and minutes.
  - 1. On-site Field Check and 30% Plans Review Meeting
  - 2. 90% Plans Review Meeting

- B. Attend and participate in one public hearing and presentation.
  - C. Participate in monthly progress meetings that summarize the status of each major project milestone.
  - D. Assist the OWNER in the preparation of quarterly reports required by IDNR.
  - E. Coordinate with all sub-consultants for their respective elements of the project and their delivery schedules.
3. CONSTRUCTION MANAGEMENT AND ADMINISTRATION
- A. The ENGINEER shall review and approve project shop drawings submitted by the contractor.
  - B. The ENGINEER shall attend preconstruction conferences and meetings.
  - C. The ENGINEER shall review and answer contractor questions and provide clarifications during construction and issue addenda as necessary.
  - D. The ENGINEER shall participate in on site meetings during construction as necessary.
4. GEOTECHNICAL INVESTIGATION
- The ENGINEER shall, on behalf of OWNER, cause to be made all borings and subsurface explorations and the analysis thereof for the approach walls and substructure of the bridge over 96<sup>th</sup> Street, Further detail is provided in the Atlas Technical Consultants, LLC, proposal (attached).
5. ARCHITECTURAL SERVICES
- Architect shall provide services outlined as below including material research for design and aesthetic elements. This shall include Material research for screening, color and finish, railing options, MSE wall patterns and form liners, lighting options and coordination, and coordination meetings for construction document development.

## **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**

Bryan Wright – Bridge Design Department Head and Head Project Manager

Ben Butz – Bridge Department Production Manager

Chris O’ Brien – Bridge Department Lead Designer

Dylan Piercefield – Bridge Engineer’s Assistant

#### **ARCHITECTURE / LANDSCAPE ARCHITECTURE SUBCONSULTANT**

Browning Day

#### **GEOTECHNICAL SUBCONSULTANT**

Atlas Technical Consultants, LLC

#### **ENGINEER MAIN ARCH SPAN**

Janssen & Spaans Engineering

**ATTACHMENT C**

KEY STAFF OF OWNER

City of Fishers  
1 Municipal Drive  
Fishers, Indiana 46038

## **ATTACHMENT D**

### **SCHEDULE**

All work by the ENGINEER under this Agreement shall be completed and delivered to the OWNER for review and approval within the approximate time periods shown in the following submission schedule, assuming a Notice to Proceed date of August 15<sup>th</sup>, 2023:

|                                  |               |
|----------------------------------|---------------|
| Preliminary Plans (30%)          | February 2024 |
| Public Information Meeting       | May 2024      |
| Final Plans and Documents (100%) | December 2024 |
| Targeted Letting Date            | February 2025 |



## ATTACHMENT E

### COMPENSATION TO ENGINEER

A. Amount of Payment

1. The ENGINEER shall receive as payment for the work performed under Items No. 2 through 6 below, the total fee Not To Exceed (NTE) \$466,131.00, unless a modification of the Agreement is approved in writing by the OWNER.
2. The ENGINEER will be paid for the work on lump sum basis in accordance with the following schedule:

**Fee Schedule Summary**

|                                              |               |
|----------------------------------------------|---------------|
| Bridge Design (Approach Spans)               | \$ 171,200.00 |
| Bridge Design (Main Span)                    | \$ 239,800.00 |
| Geotechnical Addendum                        | \$ 11,131.00  |
| Architectural Design (Hourly, not to exceed) | \$ 25,000.00  |
| Bridge Post Bid Services                     | \$ 19,000.00  |

B. Additional Services

Additional Services would be services required in connection with additional designs, permits, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the ENGINEER that are not included in the Scope of Work, or if the OWNER or any other local, state, or federal agency shall direct or cause the ENGINEER to relocate or redesign the project, or any part thereof. The OWNER agrees to compensate the ENGINEER for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in Appendix E-1. The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the ENGINEER shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the ENGINEER in the plans shall be considered as Additional Services.

In the event that the OWNER retains someone other than the ENGINEER to provide construction inspection, then the OWNER agrees to compensate the ENGINEER for Additional Services rendered in connection with the interpretation of plans, project stake-out or such other services that may be required during the construction phase of the work to be performed.

C. Method of Payment

Payment shall be made by the OWNER to the ENGINEER each month as the work progresses.

**APPENDIX “E-1”**  
**SCHEDULE OF COMPENSATION**  
**BUTLER, FAIRMAN and SEUFERT, INC.**

**2023 HOURLY RATE SCHEDULE**

| <u>Classification</u> |                                           | <u>Hourly Rates</u> |
|-----------------------|-------------------------------------------|---------------------|
| E-V                   | Engineer V (Principal)                    | \$ 285.00           |
| E-IV                  | Engineer IV                               | \$ 220.00           |
| E-III                 | Engineer III                              | \$ 190.00           |
| E-II                  | Engineer II                               | \$ 150.00           |
| E-I                   | Engineer I                                | \$ 110.00           |
| FP-V                  | Field Personnel V – (Project Coordinator) | \$ 235.00           |
| FP-IV                 | Field Personnel IV                        | \$ 205.00           |
| FP-III                | Field Personnel III                       | \$ 160.00           |
| FP-II                 | Field Personnel II                        | \$ 125.00           |
| FP-I                  | Field Personnel I                         | \$ 100.00           |
| EA-III                | Engineer’s Assistant III                  | \$ 195.00           |
| EA-II                 | Engineer’s Assistant II                   | \$ 160.00           |
| EA-I                  | Engineer’s Assistant I                    | \$ 110.00           |
| SP-1                  | Support Personnel I                       | \$ 80.00            |
| C-II                  | Clerical II                               | \$ 130.00           |
| C-I                   | Clerical I                                | \$ 85.00            |
| P-III                 | Planner/Environmental Specialist III      | \$ 155.00           |
| P-II                  | Planner/Environmental Specialist II       | \$ 115.00           |
| P-I                   | Planner/Environmental Specialist I        | \$ 110.00           |

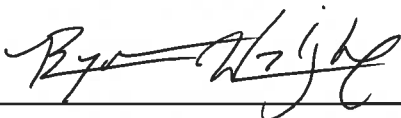
The billing rates are effective January 2023 and may be adjusted annually (beginning January 2024) to reflect changes in the compensation payable to the **ENGINEER**.

E-Verify Affidavit

Pursuant to Indiana Code section 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees 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): Butler, Fairman, and Seufert Inc.

By (Written Signature): 

(Printed Name): Bryan Wright PE SE

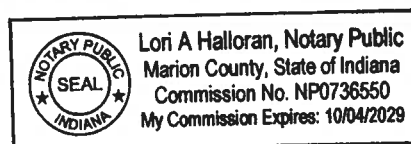
(Title): Project Manager

Important – Notary Signature Required in the Space Below

STATE OF Indiana

COUNTY OF Marion

SS:



Subscribed and sworn to before me this 15<sup>th</sup> day of May,  
2023.

My commission expires: 10/4/29

Residing in Marion

(Signed):   
County, State of Indiana



# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                   |                                                  |                                                                                                                                           |                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | August 22, 2023                                                                                                                                                                                   |                                                  |                                                                                                                                           |                                                  |
| <b>TITLE</b>                                                                                                                                                                    | Request to approve Professional Services Agreement for NPT Phase 2 Bridge over 96th Street                                                                                                        |                                                  |                                                                                                                                           |                                                  |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Hatem Mekky, Director of Engineering                                                                                                                                                |                                                  |                                                                                                                                           |                                                  |
|                                                                                                                                                                                 | Department:                                                                                                                                                                                       |                                                  |                                                                                                                                           |                                                  |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                       | <input checked="" type="checkbox"/> Regular      | <input type="checkbox"/> Special                                                                                                          | <input type="checkbox"/> Retreat                 |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                                  | <input type="checkbox"/> Ordinance               | <input type="checkbox"/> Resolution                                                                                                       | <input checked="" type="checkbox"/> Regular      |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                                  | <input type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                                   | <input type="checkbox"/> 3 <sup>rd</sup> Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                      |                                                  | Resolution #: R082223A                                                                                                                    |                                                  |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input checked="" type="checkbox"/> Contract <b>required</b> for this item                                                                                                                        |                                                  | <input checked="" type="checkbox"/> Signed copy of contract attached                                                                      |                                                  |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                           |                                                  | <input type="checkbox"/> <b>No contract</b> for this item                                                                                 |                                                  |
|                                                                                                                                                                                 | <input checked="" type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                  |                                                  | <input checked="" type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                  |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                  | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                              |                                                  |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |                                                         |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------------------------------------|
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                             | <input checked="" type="checkbox"/> Controller's Office |
|                                                                                             | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                             | <input type="checkbox"/> Finance Committee              |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             | <input type="checkbox"/> Technical Advisory Committee   |
|                                                                                             | <input checked="" type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                             | <input type="checkbox"/> Other:                         |
|                                                                                             | <input checked="" type="checkbox"/> Legal Counsel –<br>Name of Reviewer: Lindsey Bennett                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                             |                                                         |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | <p>The City of Fishers has been awarded \$4,533,643 in Next Level Trail Grant funding with a 25% local match, in addition to Indianapolis and Noblesville's funding received, to expand the Nickel Plate Trail (NPT). The Fishers project will consist of constructing a pedestrian bridge over 96<sup>th</sup> street along with removing the rail lines across 96<sup>th</sup> street. Once completed, the NPT will connect the Indiana State Fair Grounds through Fishers and to Noblesville's Midland Trail system while creating a regional trail network.</p> <p>This agreement with BF&amp;S is for design services for the project and is not to exceed \$466,131.00</p> |                             |                                                         |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$550,000                   |                                                         |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$466,131                   |                                                         |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                             |                                                         |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             |                                                         |
|                                                                                             | Narrative:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                             |                                                         |
| <b>OPTIONS</b><br>(Include Deny Approval Option)                                            | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Approve agreement with BF&S |                                                         |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Deny agreement.             |                                                         |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Take no action.             |                                                         |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                             |                                                         |
| <b>PROJECT TIMELINE</b>                                                                     | Pedestrian bridge is slated for a letting date late 2023 with construction in early 2024.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |                                                         |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                             |                                                         |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            | 1. Resolution<br>2. Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                             |                                                         |



## Exhibit A

| <b>Applicant</b>                         | <b>Awarded</b> |
|------------------------------------------|----------------|
| Hamilton County Youth Assistance Program | \$40,000.00    |
| Youth Mentoring Initiative               | \$50,000.00    |
| Janus Development Services               | \$10,000.00    |
| Conner Prairie Museum                    | \$80,000.00    |
| Prevail                                  | \$15,000.00    |
| Shepherd's Center of Hamilton County     | \$10,000.00    |
| Outside the Box                          | \$15,000.00    |
| Cherish Child Advocacy Center            | \$20,000.00    |
| Recovery Café Hamilton County            | \$10,000.00    |



**RESOLUTION NO. R082223B**

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY  
APPROVING NON-PROFIT CONTRIBUTION AGREEMENTS**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) is committed to advancing Fishers as a smart, vibrant, and entrepreneurial community;

WHEREAS, the City is committed to adding value and vibrancy to Fishers by supporting organizations that have a positive impact on the Fishers community;

WHEREAS, the City’s Common Council Non-Profit Committee instituted an application process and guidelines to encourage non-profit organizations (“Non-Profits”) located in Hamilton County, Indiana with projects or events in Fishers to submit applications for grant funding from the City;

WHEREAS, the Non-Profit Committee reviewed each application and selected nine (9) Non-Profits to receive grant funding (the “Contributions”), as set forth in Exhibit A, attached hereto and incorporated herein, which was approved as part of the City’s 2023 budget;

WHEREAS, the Non-Profits selected to receive Contributions from the City are committed to contributing to Fishers’ sense of place, creating additional public interaction, and adding value to the Fishers community; and

WHEREAS, the City has agreed to the Contributions to support the selected Non-Profit’s event or project contingent upon the terms and conditions set forth in the Contribution Agreements attached hereto as Exhibit B and incorporated herein, (the “Contribution Agreements”).

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 Contribution Agreements are hereby approved in substantially similar form as Exhibit B, attached hereto and incorporated herein.

Section 2. The Mayor is hereby authorized to execute the Contribution Agreements and any and all ancillary documents necessary to effectuate its intent.

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

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 22<sup>nd</sup> day of August, 2023.

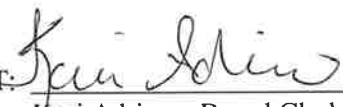
**BOARD OF PUBLIC WORKS & SAFETY,  
CITY OF FISHERS  
HAMILTON COUNTY, INDIANA**

**YAY**

**NAY**

**ABSTAIN**

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

ATTEST:  DATE: 8/22/23  
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

## Exhibit A

| <b>Applicant</b>                         | <b>Awarded</b> |
|------------------------------------------|----------------|
| Hamilton County Youth Assistance Program | \$40,000.00    |
| Youth Mentoring Initiative               | \$50,000.00    |
| Janus Development Services               | \$10,000.00    |
| Conner Prairie Museum                    | \$80,000.00    |
| Prevail                                  | \$15,000.00    |
| Shepherd's Center of Hamilton County     | \$10,000.00    |
| Outside the Box                          | \$15,000.00    |
| Cherish Child Advocacy Center            | \$20,000.00    |
| Recovery Café Hamilton County            | \$10,000.00    |

## **NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT BETWEEN CITY OF FISHERS AND YOUTH MENTORING INITIATIVE**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and YOUTH MENTORING INITIATIVE, (“YOUTH MENTORING INITIATIVE”), as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, YOUTH MENTORING INITIATIVE is dedicated providing specialized mentor programs for students that encourage the development of personal values. (“Purpose”);

WHEREAS, YOUTH MENTORING INITIATIVE has applied for certain funds to be contributed by Fishers in furtherance of YOUTH MENTORING INITIATIVE’s Purpose;

WHEREAS, Fishers has agreed to contribute Fifty Thousand Dollars (\$50,000) to support YOUTH MENTORING INITIATIVE’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of YOUTH MENTORING INITIATIVE’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

### **I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

### **II. YOUTH MENTORING INITIATIVE’S COMMITMENTS**

In consideration for receiving the Contribution, YOUTH MENTORING INITIATIVE hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** YOUTH MENTORING INITIATIVE shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. YOUTH MENTORING INITIATIVE shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. YOUTH MENTORING INITIATIVE understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** YOUTH MENTORING INITIATIVE shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) YOUTH MENTORING INITIATIVE. Notwithstanding the foregoing, any City employee or City official may volunteer their time to YOUTH MENTORING INITIATIVE.

YOUTH MENTORING INITIATIVE further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. YOUTH MENTORING INITIATIVE acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: YOUTH MENTORING INITIATIVE fails to materially fulfill its commitments described herein, YOUTH MENTORING INITIATIVE agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that YOUTH MENTORING INITIATIVE is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, YOUTH MENTORING INITIATIVE shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of YOUTH MENTORING INITIATIVE's financial activities as it deems appropriate. YOUTH MENTORING INITIATIVE shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. YOUTH MENTORING INITIATIVE shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. YOUTH MENTORING INITIATIVE's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and YOUTH MENTORING INITIATIVE's fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to YOUTH MENTORING INITIATIVE, under the following circumstances: (1) YOUTH MENTORING INITIATIVE fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, YOUTH MENTORING INITIATIVE proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) YOUTH MENTORING INITIATIVE fails to submit required progress reports and accompanying documentation; (4) YOUTH MENTORING INITIATIVE fails to comply with any requirement, commitment, or certification in this Agreement; (5) YOUTH MENTORING INITIATIVE fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, YOUTH MENTORING INITIATIVE shall promptly return the Contribution to Fishers. YOUTH MENTORING INITIATIVE understands and agrees that the Fishers has sole discretion as

to timing and availability of allocation of Contribution funds.

## **VI. INDEMNIFICATION**

YOUTH MENTORING INITIATIVE agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by YOUTH MENTORING INITIATIVE or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

YOUTH MENTORING INITIATIVE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. YOUTH MENTORING INITIATIVE will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and YOUTH MENTORING INITIATIVE and supersedes all prior agreements, written or verbal, between Fishers and YOUTH MENTORING INITIATIVE. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or YOUTH MENTORING INITIATIVE which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any

interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of YOUTH MENTORING INITIATIVE represents and certifies that he/she is a duly authorized representative of YOUTH MENTORING INITIATIVE and fully empowered to execute and bind YOUTH MENTORING INITIATIVE to this Agreement.

**IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

CITY OF FISHERS

**Lisa Bradford, Controller  
Three Municipal Drive  
Fishers, IN 46038**

YOUTH MENTORING INITIATIVE

**YOUTH MENTORING INITIATIVE  
Brittany Rayburn, Executive Director  
PO Box 743  
Fishers, IN 46038**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF FISHERS ("Fishers")**

By: Scott Fadness, Mayor

Signature\_\_\_\_\_

**YOUTH MENTORING INITIATIVE ("YOUTH MENTORING INITIATIVE")**

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

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

Signature\_\_\_\_\_

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT  
BETWEEN CITY OF FISHERS AND JANUS DEVELOPMENTAL SERVICES INC**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and JANUS DEVELOPMENTAL SERVICES INC, as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, JANUS DEVELOPMENTAL SERVICES INC’s Janus On The Move program provides individuals with intellectual and developmental differences the opportunity to build skills for employment, independence and advocacy (“Purpose”);

WHEREAS, JANUS DEVELOPMENTAL SERVICES INC has applied for certain funds to be contributed by Fishers in furtherance of JANUS DEVELOPMENTAL SERVICES INC’s Purpose;

WHEREAS, Fishers has agreed to contribute Ten Thousand Dollars (\$10,000) to support JANUS DEVELOPMENTAL SERVICES INC’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of JANUS DEVELOPMENTAL SERVICES INC’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

**I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

**II. JANUS DEVELOPMENTAL SERVICES INC’S COMMITMENTS**

In consideration for receiving the Contribution, JANUS DEVELOPMENTAL SERVICES INC hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** JANUS DEVELOPMENTAL SERVICES INC shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. JANUS DEVELOPMENTAL SERVICES INC shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. JANUS DEVELOPMENTAL SERVICES INC understands that it may be subject



to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** JANUS DEVELOPMENTAL SERVICES INC shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) JANUS DEVELOPMENTAL SERVICES INC. Notwithstanding the foregoing, any City employee or City official may volunteer their time to JANUS DEVELOPMENTAL SERVICES INC.

JANUS DEVELOPMENTAL SERVICES INC further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. JANUS DEVELOPMENTAL SERVICES INC acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: JANUS DEVELOPMENTAL SERVICES INC fails to materially fulfill its commitments described herein, JANUS DEVELOPMENTAL SERVICES INC agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that JANUS DEVELOPMENTAL SERVICES INC is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, JANUS DEVELOPMENTAL SERVICES INC shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of JANUS DEVELOPMENTAL SERVICES INC's financial activities as it deems appropriate. JANUS DEVELOPMENTAL SERVICES INC shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. JANUS DEVELOPMENTAL SERVICES INC shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. JANUS DEVELOPMENTAL SERVICES INC's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and JANUS DEVELOPMENTAL SERVICES INC's fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to JANUS DEVELOPMENTAL SERVICES INC, under the following circumstances: (1) JANUS DEVELOPMENTAL SERVICES INC fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, JANUS DEVELOPMENTAL SERVICES INC proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) JANUS DEVELOPMENTAL SERVICES INC fails to submit required progress reports and accompanying documentation; (4) JANUS DEVELOPMENTAL SERVICES INC fails to comply with any

requirement, commitment, or certification in this Agreement; (5) JANUS DEVELOPMENTAL SERVICES INC fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, JANUS DEVELOPMENTAL SERVICES INC shall promptly return the Contribution to Fishers. JANUS DEVELOPMENTAL SERVICES INC understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

#### **VI. INDEMNIFICATION**

JANUS DEVELOPMENTAL SERVICES INC agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by JANUS DEVELOPMENTAL SERVICES INC or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

#### **VII. NON DISCRIMINATION**

JANUS DEVELOPMENTAL SERVICES INC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. JANUS DEVELOPMENTAL SERVICES INC will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and JANUS DEVELOPMENTAL SERVICES INC and supersedes all prior agreements, written or verbal, between Fishers and JANUS DEVELOPMENTAL SERVICES INC. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or JANUS DEVELOPMENTAL SERVICES INC which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu

of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of JANUS DEVELOPMENTAL SERVICES INC represents and certifies that he/she is a duly authorized representative of JANUS DEVELOPMENTAL SERVICES INC and fully empowered to execute and bind JANUS DEVELOPMENTAL SERVICES INC to this Agreement.

## **IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller  
3 Municipal Drive  
Fishers, IN 46038**

**JANUS DEVELOPMENTAL SERVICES INC**

**JANUS DEVELOPMENTAL SERVICES INC  
Yolanda Kincaid, President/CEO  
1555 Westfield Rd  
Noblesville, IN 46062**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

### **CITY OF FISHERS ("Fishers")**

By: Scott Fadness, Mayor

Signature: \_\_\_\_\_

### **JANUS DEVELOPMENTAL SERVICES INC**

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

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

Signature: \_\_\_\_\_

## **NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT BETWEEN CITY OF FISHERS AND CONNER PRAIRIE MUSEUM**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and CONNER PRAIRIE MUSEUM, as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, CONNER PRAIRIE MUSEUM is dedicated to inspiring curiosity and fostering learning about Indiana’s past by delivering engaging, individualized, and unique experiences and providing community partnerships with free admission and memberships to Fishers families with a wide range of abilities, backgrounds, and socio-economic status (“Purpose”);

WHEREAS, CONNER PRAIRIE MUSEUM has applied for certain funds to be contributed by Fishers in furtherance of CONNER PRAIRIE MUSEUM’s Purpose;

WHEREAS, Fishers has agreed to contribute Eighty Thousand Dollars (\$80,000) to support CONNER PRAIRIE MUSEUM’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of CONNER PRAIRIE MUSEUM’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

### **I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

### **II. CONNER PRAIRIE MUSEUM’S COMMITMENTS**

In consideration for receiving the Contribution, CONNER PRAIRIE MUSEUM hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** CONNER PRAIRIE MUSEUM shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. CONNER PRAIRIE MUSEUM shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. CONNER PRAIRIE MUSEUM understands that it may be subject to an audit by the Indiana State Board

of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** CONNER PRAIRIE MUSEUM shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) CONNER PRAIRIE MUSEUM. Notwithstanding the foregoing, any City employee or City official may volunteer their time to CONNER PRAIRIE MUSEUM.

CONNER PRAIRIE MUSEUM further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. CONNER PRAIRIE MUSEUM acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: CONNER PRAIRIE MUSEUM fails to materially fulfill its commitments described herein, CONNER PRAIRIE MUSEUM agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that CONNER PRAIRIE MUSEUM is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, CONNER PRAIRIE MUSEUM shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of CONNER PRAIRIE MUSEUM's financial activities as it deems appropriate. CONNER PRAIRIE MUSEUM shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. CONNER PRAIRIE MUSEUM shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. CONNER PRAIRIE MUSEUM's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and CONNER PRAIRIE MUSEUM's fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to CONNER PRAIRIE MUSEUM, under the following circumstances: (1) CONNER PRAIRIE MUSEUM fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, CONNER PRAIRIE MUSEUM proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) CONNER PRAIRIE MUSEUM fails to submit required progress reports and accompanying documentation; (4) CONNER PRAIRIE MUSEUM fails to comply with any requirement, commitment, or certification in this Agreement; (5) CONNER PRAIRIE MUSEUM fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, CONNER PRAIRIE MUSEUM shall promptly return the Contribution to Fishers. CONNER PRAIRIE MUSEUM understands and agrees

that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

## **VI. INDEMNIFICATION**

CONNER PRAIRIE MUSEUM agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by CONNER PRAIRIE MUSEUM or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

CONNER PRAIRIE MUSEUM shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. CONNER PRAIRIE MUSEUM will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and CONNER PRAIRIE MUSEUM and supersedes all prior agreements, written or verbal, between Fishers and CONNER PRAIRIE MUSEUM. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or CONNER PRAIRIE MUSEUM which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives

having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of CONNER PRAIRIE MUSEUM represents and certifies that he/she is a duly authorized representative of CONNER PRAIRIE MUSEUM and fully empowered to execute and bind CONNER PRAIRIE MUSEUM to this Agreement.

**IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller  
3 Municipal Drive  
Fishers, IN 46038**

**CONNER PRAIRIE MUSEUM**

**Conner Prairie Museum  
Emily Sigler, Director of Foundations Relations  
13400 Allisonville Rd  
Fishers, IN 46038**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF FISHERS (“Fishers”)**

By: Scott Fadness, Mayor

Signature: \_\_\_\_\_

**CONNER PRAIRIE MUSEUM**

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

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

Signature: \_\_\_\_\_

## **NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT BETWEEN CITY OF FISHERS AND PREVAIL INC.**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and PREVAIL INC., as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, PREVAIL INC. is providing victim advocacy services for Fishers residents experiencing crime and abuse, including crisis intervention and restorative services. (“Purpose”);

WHEREAS, PREVAIL INC. has applied for certain funds to be contributed by Fishers in furtherance of PREVAIL INC.’s Purpose;

WHEREAS, Fishers has agreed to contribute Fifteen Thousand Dollars (\$15,000) to support PREVAIL INC.’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of PREVAIL INC.’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

### **I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

### **II. PREVAIL INC.’S COMMITMENTS**

In consideration for receiving the Contribution, PREVAIL INC. hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** PREVAIL INC. shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. PREVAIL INC. shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. PREVAIL INC. understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*
- b. **Conflict of Interest.** PREVAIL INC. shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) PREVAIL INC..



Notwithstanding the foregoing, any City employee or City official may volunteer their time to PREVAIL INC..

PREVAIL INC. further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. PREVAIL INC. acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: PREVAIL INC. fails to materially fulfill its commitments described herein, PREVAIL INC. agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that PREVAIL INC. is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, PREVAIL INC. shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of PREVAIL INC.'s financial activities as it deems appropriate. PREVAIL INC. shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. PREVAIL INC. shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. PREVAIL INC.'s failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and PREVAIL INC.'s fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to PREVAIL INC., under the following circumstances: (1) PREVAIL INC. fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, PREVAIL INC. proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) PREVAIL INC. fails to submit required progress reports and accompanying documentation; (4) PREVAIL INC. fails to comply with any requirement, commitment, or certification in this Agreement; (5) PREVAIL INC. fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, PREVAIL INC. shall promptly return the Contribution to Fishers. PREVAIL INC. understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

### **VI. INDEMNIFICATION**

PREVAIL INC. agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any

provision of this Agreement by PREVAIL INC. or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

PREVAIL INC. shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. PREVAIL INC. will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and PREVAIL INC. and supersedes all prior agreements, written or verbal, between Fishers and PREVAIL INC.. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or PREVAIL INC. which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of PREVAIL INC. represents and certifies that he/she is a duly authorized representative of PREVAIL INC. and fully empowered to execute and bind PREVAIL INC. to this Agreement.

**IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller  
3 Municipal Drive  
Fishers, IN 46038**

**PREVAIL INC.**

**Tami Wanninger  
1100 S. 9<sup>th</sup> Street, Suite 100  
Noblesville, IN 46060**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF FISHERS (“Fishers”)**

By: Scott Fadness, Mayor

Signature: \_\_\_\_\_

**PREVAIL INC.**

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

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

Signature: \_\_\_\_\_

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT  
BETWEEN CITY OF FISHERS AND  
THE SHEPHERD’S CENTER OF HAMILTON COUNTY**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and SHEPHERD’S CENTER OF HAMILTON COUNTY, as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, SHEPHERD’S CENTER OF HAMILTON COUNTY provides programs to promote and support independent lifestyles for adults 55+ in Hamilton County (“Purpose”);

WHEREAS, SHEPHERD’S CENTER OF HAMILTON COUNTY has applied for certain funds to be contributed by Fishers in furtherance of SHEPHERD’S CENTER OF HAMILTON COUNTY’s Purpose;

WHEREAS, Fishers has agreed to contribute Ten Thousand Dollars (\$10,000) to support SHEPHERD’S CENTER OF HAMILTON COUNTY’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of SHEPHERD’S CENTER OF HAMILTON COUNTY’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

**I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

**II. SHEPHERD’S CENTER OF HAMILTON COUNTY’S COMMITMENTS**

In consideration for receiving the Contribution, SHEPHERD’S CENTER OF HAMILTON COUNTY hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** SHEPHERD’S CENTER OF HAMILTON COUNTY shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. SHEPHERD’S CENTER OF HAMILTON COUNTY shall provide a report to Fishers by or before March 1,

2024, and September 30, 2024. SHEPHERD’S CENTER OF HAMILTON COUNTY understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** SHEPHERD’S CENTER OF HAMILTON COUNTY shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) SHEPHERD’S CENTER OF HAMILTON COUNTY. Notwithstanding the foregoing, any City employee or City official may volunteer their time to SHEPHERD’S CENTER OF HAMILTON COUNTY.

SHEPHERD’S CENTER OF HAMILTON COUNTY further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. SHEPHERD’S CENTER OF HAMILTON COUNTY acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: SHEPHERD’S CENTER OF HAMILTON COUNTY fails to materially fulfill its commitments described herein, SHEPHERD’S CENTER OF HAMILTON COUNTY agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that SHEPHERD’S CENTER OF HAMILTON COUNTY is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, SHEPHERD’S CENTER OF HAMILTON COUNTY shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of SHEPHERD’S CENTER OF HAMILTON COUNTY ’s financial activities as it deems appropriate. SHEPHERD’S CENTER OF HAMILTON COUNTY shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. SHEPHERD’S CENTER OF HAMILTON COUNTY shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. SHEPHERD’S CENTER OF HAMILTON COUNTY ’s failure to correct or cure any findings identified by Fishers to Fishers’ satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers’ budget and SHEPHERD’S CENTER OF HAMILTON COUNTY ’s fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to SHEPHERD’S CENTER OF HAMILTON COUNTY, under the following circumstances: (1) SHEPHERD’S CENTER OF HAMILTON COUNTY fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, SHEPHERD’S CENTER OF HAMILTON COUNTY proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved;

(3) SHEPHERD'S CENTER OF HAMILTON COUNTY fails to submit required progress reports and accompanying documentation; (4) SHEPHERD'S CENTER OF HAMILTON COUNTY fails to comply with any requirement, commitment, or certification in this Agreement; (5) SHEPHERD'S CENTER OF HAMILTON COUNTY fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, SHEPHERD'S CENTER OF HAMILTON COUNTY shall promptly return the Contribution to Fishers. SHEPHERD'S CENTER OF HAMILTON COUNTY understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

## **VI. INDEMNIFICATION**

SHEPHERD'S CENTER OF HAMILTON COUNTY agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by SHEPHERD'S CENTER OF HAMILTON COUNTY or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

SHEPHERD'S CENTER OF HAMILTON COUNTY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. SHEPHERD'S CENTER OF HAMILTON COUNTY will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and SHEPHERD'S CENTER OF HAMILTON COUNTY and supersedes all prior agreements, written or verbal, between Fishers and SHEPHERD'S CENTER OF HAMILTON COUNTY. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or SHEPHERD'S CENTER OF HAMILTON COUNTY which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and

unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of SHEPHERD'S CENTER OF HAMILTON COUNTY represents and certifies that he/she is a duly authorized representative of SHEPHERD'S CENTER OF HAMILTON COUNTY and fully empowered to execute and bind SHEPHERD'S CENTER OF HAMILTON COUNTY to this Agreement.

#### **IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller  
3 Municipal Drive  
Fishers, IN 46038**

**SHEPHERD'S CENTER OF HAMILTON COUNTY**

**SHEPHERD'S CENTER OF HAMILTON COUNTY  
Lauren Guynn, Executive Director  
1250 Conner Street  
Noblesville, IN 46060**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF FISHERS ("Fishers")**

By: Scott Fadness, Mayor

Signature: \_\_\_\_\_

**SHEPHERD'S CENTER OF HAMILTON COUNTY**

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

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

Signature: \_\_\_\_\_

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT  
BETWEEN CITY OF FISHERS AND OUTSIDE THE BOX INC.**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and OUTSIDE THE BOX INC., (“OUTSIDE THE BOX”), as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, OUTSIDE THE BOX mission is to empower people with intellectual disabilities toward personal growth, through education, self-discovery, leadership development, and a customized career path. (“Purpose”);

WHEREAS, OUTSIDE THE BOX has applied for certain funds to be contributed by Fishers in furtherance of OUTSIDE THE BOX’s Purpose;

WHEREAS, Fishers has agreed to contribute Fifteen Thousand Dollars (\$15,000) to support OUTSIDE THE BOX’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of OUTSIDE THE BOX’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

**I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

**II. OUTSIDE THE BOX’S COMMITMENTS**

In consideration for receiving the Contribution, OUTSIDE THE BOX hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** OUTSIDE THE BOX shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. OUTSIDE THE BOX shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. OUTSIDE THE BOX understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*



- b. **Conflict of Interest.** OUTSIDE THE BOX shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) OUTSIDE THE BOX. Notwithstanding the foregoing, any City employee or City official may volunteer their time to OUTSIDE THE BOX.

OUTSIDE THE BOX further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. OUTSIDE THE BOX acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: OUTSIDE THE BOX fails to materially fulfill its commitments described herein, OUTSIDE THE BOX agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that OUTSIDE THE BOX is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, OUTSIDE THE BOX shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of OUTSIDE THE BOX's financial activities as it deems appropriate. OUTSIDE THE BOX shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. OUTSIDE THE BOX shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. OUTSIDE THE BOX's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and OUTSIDE THE BOX's fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to OUTSIDE THE BOX, under the following circumstances: (1) OUTSIDE THE BOX fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, OUTSIDE THE BOX proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) OUTSIDE THE BOX fails to submit required progress reports and accompanying documentation; (4) OUTSIDE THE BOX fails to comply with any requirement, commitment, or certification in this Agreement; (5) OUTSIDE THE BOX fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, OUTSIDE THE BOX shall promptly return the Contribution to Fishers. OUTSIDE THE BOX understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

## **VI. INDEMNIFICATION**

OUTSIDE THE BOX agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by OUTSIDE THE BOX or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

OUTSIDE THE BOX shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. OUTSIDE THE BOX will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and OUTSIDE THE BOX and supersedes all prior agreements, written or verbal, between Fishers and OUTSIDE THE BOX. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or OUTSIDE THE BOX which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this

Agreement. The undersigned executing this Agreement on behalf of OUTSIDE THE BOX represents and certifies that he/she is a duly authorized representative of OUTSIDE THE BOX and fully empowered to execute and bind OUTSIDE THE BOX to this Agreement.

**IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

CITY OF FISHERS

**Lisa Bradford, Controller  
One Municipal Drive  
Fishers, IN 46038**

OUTSIDE THE BOX INC.

**Michelle Miller, Executive Director  
9795 Crosspoint Blvd, Suite 104  
Indianapolis, IN 46256**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF FISHERS (“Fishers”)**

By: Scott Fadness, Mayor

Signature\_\_\_\_\_

**OUTSIDE THE BOX INC. (“OUTSIDE THE BOX”)**

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

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

Signature\_\_\_\_\_

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT  
BETWEEN CITY OF FISHERS AND CHERISH CHILD ADVOCACY CENTER**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and CHERISH CHILD ADVOCACY CENTER., (“CHERISH”), as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, CHERISH protects children by removing barriers to investigation and treatment, as well as provides regional leadership in combating child abuse and exploitation. (“Purpose”);

WHEREAS, CHERISH has applied for certain funds to be contributed by Fishers in furtherance of CHERISH’s Purpose;

WHEREAS, Fishers has agreed to contribute Twenty Thousand Dollars (\$20,000) to support CHERISH’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of CHERISH’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

**I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

**II. CHERISH’S COMMITMENTS**

In consideration for receiving the Contribution, CHERISH hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** CHERISH shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. CHERISH shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. CHERISH understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** CHERISH shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) CHERISH. Notwithstanding the foregoing, any City employee or City official may volunteer their time to CHERISH.

CHERISH further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. CHERISH acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein.

Unless waived in writing by Fishers or its successors or assigns, in the event that: CHERISH fails to materially fulfill its commitments described herein, CHERISH agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that CHERISH is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, CHERISH shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of CHERISH's financial activities as it deems appropriate. CHERISH shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. CHERISH shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. CHERISH's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and CHERISH's fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to CHERISH, under the following circumstances: (1) CHERISH fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, CHERISH proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) CHERISH fails to submit required progress reports and accompanying documentation; (4) CHERISH fails to comply with any requirement, commitment, or certification in this Agreement; (5) CHERISH fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, CHERISH shall promptly return the Contribution to Fishers. CHERISH understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

## **VI. INDEMNIFICATION**

CHERISH agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by CHERISH or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

CHERISH shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. CHERISH will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and CHERISH and supersedes all prior agreements, written or verbal, between Fishers and CHERISH. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or CHERISH which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's

or Fisher’s representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of CHERISH represents and certifies that he/she is a duly authorized representative of CHERISH and fully empowered to execute and bind CHERISH to this Agreement.

**IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller  
Three Municipal Drive  
Fishers, IN 46038**

**CHERISH CHILD ADVOCACY CENTER**

**Wendy Gamble, Executive Director  
15570 Stony Creek Way  
Noblesville, IN 46060**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF FISHERS (“Fishers”)**

By: Scott Fadness, Mayor

Signature\_\_\_\_\_

**CHERISH CHILD ADVOCACY CENTER (“CHERISH”)**

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

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

Signature\_\_\_\_\_

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT  
BETWEEN CITY OF FISHERS AND RECOVERY CAFÉ HAMILTON COUNTY**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and RECOVERY CAFÉ HAMILTON COUNTY, (“RECOVERY CAFÉ”), as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, RECOVERY CAFÉ is dedicated to providing support to individuals who want to rebuild their lives and break the cycle of homelessness, substance use, and other mental health challenges by serving warm meals from their kitchen provided free from Second Helpings (“Purpose”);

WHEREAS, RECOVERY CAFÉ has applied for certain funds to be contributed by Fishers in furtherance of RECOVERY CAFÉ’s Purpose;

WHEREAS, Fishers has agreed to contribute Ten Thousand Dollars (\$10,000) to support RECOVERY CAFÉ’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of RECOVERY CAFÉ’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

**I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

**II. RECOVERY CAFÉ’S COMMITMENTS**

In consideration for receiving the Contribution, RECOVERY CAFÉ hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** RECOVERY CAFÉ shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. RECOVERY CAFÉ shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. RECOVERY CAFÉ understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1



*et seq.*

- b. **Conflict of Interest.** RECOVERY CAFÉ shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) RECOVERY CAFÉ. Notwithstanding the foregoing, any City employee or City official may volunteer their time to RECOVERY CAFÉ.

RECOVERY CAFÉ further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. RECOVERY CAFÉ acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein.

Unless waived in writing by Fishers or its successors or assigns, in the event that: RECOVERY CAFÉ fails to materially fulfill its commitments described herein, RECOVERY CAFÉ agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that RECOVERY CAFÉ is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, RECOVERY CAFÉ shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of RECOVERY CAFÉ's financial activities as it deems appropriate. RECOVERY CAFÉ shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. RECOVERY CAFÉ shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. RECOVERY CAFÉ's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and RECOVERY CAFÉ's fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to RECOVERY CAFÉ, under the following circumstances: (1) RECOVERY CAFÉ fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, RECOVERY CAFÉ proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) RECOVERY CAFÉ fails to submit required progress reports and accompanying documentation; (4) RECOVERY CAFÉ fails to comply with any requirement, commitment, or certification in this Agreement; (5) RECOVERY CAFÉ fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, RECOVERY CAFÉ shall promptly return the Contribution to Fishers. RECOVERY CAFÉ understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

## **VI. INDEMNIFICATION**

RECOVERY CAFÉ agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by RECOVERY CAFÉ or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

RECOVERY CAFÉ shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. RECOVERY CAFÉ will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and RECOVERY CAFÉ and supersedes all prior agreements, written or verbal, between Fishers and RECOVERY CAFÉ. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or RECOVERY CAFÉ which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers

solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of RECOVERY CAFÉ represents and certifies that he/she is a duly authorized representative of RECOVERY CAFÉ and fully empowered to execute and bind RECOVERY CAFÉ to this Agreement.

#### **IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller  
Three Municipal Drive  
Fishers, IN 46038**

**RECOVERY CAFÉ HAMILTON COUNTY**

**Joylynn Foli, Executive Director  
7050 E 116<sup>th</sup> Street, Suite 100  
Fishers, IN 46038**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF FISHERS ("Fishers")**

By: Scott Fadness, Mayor

Signature\_\_\_\_\_

**RECOVERY CAFÉ HAMILTON COUNTY ("RECOVERY CAFÉ")**

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

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

Signature\_\_\_\_\_

## **NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT BETWEEN CITY OF FISHERS AND YOUTH MENTORING INITIATIVE**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and YOUTH MENTORING INITIATIVE, (“YOUTH MENTORING INITIATIVE”), as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, YOUTH MENTORING INITIATIVE is dedicated providing specialized mentor programs for students that encourage the development of personal values. (“Purpose”);

WHEREAS, YOUTH MENTORING INITIATIVE has applied for certain funds to be contributed by Fishers in furtherance of YOUTH MENTORING INITIATIVE’s Purpose;

WHEREAS, Fishers has agreed to contribute Fifty Thousand Dollars (\$50,000) to support YOUTH MENTORING INITIATIVE’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of YOUTH MENTORING INITIATIVE’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

### **I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

### **II. YOUTH MENTORING INITIATIVE’S COMMITMENTS**

In consideration for receiving the Contribution, YOUTH MENTORING INITIATIVE hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** YOUTH MENTORING INITIATIVE shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. YOUTH MENTORING INITIATIVE shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. YOUTH MENTORING INITIATIVE understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** YOUTH MENTORING INITIATIVE shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) YOUTH MENTORING INITIATIVE. Notwithstanding the foregoing, any City employee or City official may volunteer their time to YOUTH MENTORING INITIATIVE.

YOUTH MENTORING INITIATIVE further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. YOUTH MENTORING INITIATIVE acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: YOUTH MENTORING INITIATIVE fails to materially fulfill its commitments described herein, YOUTH MENTORING INITIATIVE agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that YOUTH MENTORING INITIATIVE is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, YOUTH MENTORING INITIATIVE shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of YOUTH MENTORING INITIATIVE's financial activities as it deems appropriate. YOUTH MENTORING INITIATIVE shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. YOUTH MENTORING INITIATIVE shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. YOUTH MENTORING INITIATIVE's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and YOUTH MENTORING INITIATIVE's fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to YOUTH MENTORING INITIATIVE, under the following circumstances: (1) YOUTH MENTORING INITIATIVE fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, YOUTH MENTORING INITIATIVE proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) YOUTH MENTORING INITIATIVE fails to submit required progress reports and accompanying documentation; (4) YOUTH MENTORING INITIATIVE fails to comply with any requirement, commitment, or certification in this Agreement; (5) YOUTH MENTORING INITIATIVE fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, YOUTH MENTORING INITIATIVE shall promptly return the Contribution to Fishers. YOUTH MENTORING INITIATIVE understands and agrees that the Fishers has sole discretion as

to timing and availability of allocation of Contribution funds.

## **VI. INDEMNIFICATION**

YOUTH MENTORING INITIATIVE agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by YOUTH MENTORING INITIATIVE or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

YOUTH MENTORING INITIATIVE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. YOUTH MENTORING INITIATIVE will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and YOUTH MENTORING INITIATIVE and supersedes all prior agreements, written or verbal, between Fishers and YOUTH MENTORING INITIATIVE. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or YOUTH MENTORING INITIATIVE which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any

interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of YOUTH MENTORING INITIATIVE represents and certifies that he/she is a duly authorized representative of YOUTH MENTORING INITIATIVE and fully empowered to execute and bind YOUTH MENTORING INITIATIVE to this Agreement.

#### **IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller  
Three Municipal Drive  
Fishers, IN 46038**

**YOUTH MENTORING INITIATIVE**

**YOUTH MENTORING INITIATIVE  
Brittany Rayburn, Executive Director  
PO Box 743  
Fishers, IN 46038**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

#### **CITY OF FISHERS ("Fishers")**

By: Scott Fadness, Mayor

Signature\_\_\_\_\_

#### **YOUTH MENTORING INITIATIVE ("YOUTH MENTORING INITIATIVE")**

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

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

Signature\_\_\_\_\_

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT  
BETWEEN CITY OF FISHERS AND JANUS DEVELOPMENTAL SERVICES INC**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and JANUS DEVELOPMENTAL SERVICES INC, as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, JANUS DEVELOPMENTAL SERVICES INC’s Janus On The Move program provides individuals with intellectual and developmental differences the opportunity to build skills for employment, independence and advocacy (“Purpose”);

WHEREAS, JANUS DEVELOPMENTAL SERVICES INC has applied for certain funds to be contributed by Fishers in furtherance of JANUS DEVELOPMENTAL SERVICES INC’s Purpose;

WHEREAS, Fishers has agreed to contribute Ten Thousand Dollars (\$10,000) to support JANUS DEVELOPMENTAL SERVICES INC’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of JANUS DEVELOPMENTAL SERVICES INC’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

**I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

**II. JANUS DEVELOPMENTAL SERVICES INC’S COMMITMENTS**

In consideration for receiving the Contribution, JANUS DEVELOPMENTAL SERVICES INC hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** JANUS DEVELOPMENTAL SERVICES INC shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. JANUS DEVELOPMENTAL SERVICES INC shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. JANUS DEVELOPMENTAL SERVICES INC understands that it may be subject



to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** JANUS DEVELOPMENTAL SERVICES INC shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) JANUS DEVELOPMENTAL SERVICES INC. Notwithstanding the foregoing, any City employee or City official may volunteer their time to JANUS DEVELOPMENTAL SERVICES INC.

JANUS DEVELOPMENTAL SERVICES INC further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. JANUS DEVELOPMENTAL SERVICES INC acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: JANUS DEVELOPMENTAL SERVICES INC fails to materially fulfill its commitments described herein, JANUS DEVELOPMENTAL SERVICES INC agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that JANUS DEVELOPMENTAL SERVICES INC is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, JANUS DEVELOPMENTAL SERVICES INC shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of JANUS DEVELOPMENTAL SERVICES INC's financial activities as it deems appropriate. JANUS DEVELOPMENTAL SERVICES INC shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. JANUS DEVELOPMENTAL SERVICES INC shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. JANUS DEVELOPMENTAL SERVICES INC's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and JANUS DEVELOPMENTAL SERVICES INC's fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to JANUS DEVELOPMENTAL SERVICES INC, under the following circumstances: (1) JANUS DEVELOPMENTAL SERVICES INC fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, JANUS DEVELOPMENTAL SERVICES INC proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) JANUS DEVELOPMENTAL SERVICES INC fails to submit required progress reports and accompanying documentation; (4) JANUS DEVELOPMENTAL SERVICES INC fails to comply with any

requirement, commitment, or certification in this Agreement; (5) JANUS DEVELOPMENTAL SERVICES INC fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, JANUS DEVELOPMENTAL SERVICES INC shall promptly return the Contribution to Fishers. JANUS DEVELOPMENTAL SERVICES INC understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

#### **VI. INDEMNIFICATION**

JANUS DEVELOPMENTAL SERVICES INC agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by JANUS DEVELOPMENTAL SERVICES INC or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

#### **VII. NON DISCRIMINATION**

JANUS DEVELOPMENTAL SERVICES INC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. JANUS DEVELOPMENTAL SERVICES INC will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and JANUS DEVELOPMENTAL SERVICES INC and supersedes all prior agreements, written or verbal, between Fishers and JANUS DEVELOPMENTAL SERVICES INC. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or JANUS DEVELOPMENTAL SERVICES INC which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu

of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of JANUS DEVELOPMENTAL SERVICES INC represents and certifies that he/she is a duly authorized representative of JANUS DEVELOPMENTAL SERVICES INC and fully empowered to execute and bind JANUS DEVELOPMENTAL SERVICES INC to this Agreement.

## **IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller  
3 Municipal Drive  
Fishers, IN 46038**

**JANUS DEVELOPMENTAL SERVICES INC**

**JANUS DEVELOPMENTAL SERVICES INC  
Yolanda Kincaid, President/CEO  
1555 Westfield Rd  
Noblesville, IN 46062**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

### **CITY OF FISHERS ("Fishers")**

By: Scott Fadness, Mayor

Signature: \_\_\_\_\_

### **JANUS DEVELOPMENTAL SERVICES INC**

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

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

Signature: \_\_\_\_\_

## **NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT BETWEEN CITY OF FISHERS AND CONNER PRAIRIE MUSEUM**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and CONNER PRAIRIE MUSEUM, as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, CONNER PRAIRIE MUSEUM is dedicated to inspiring curiosity and fostering learning about Indiana’s past by delivering engaging, individualized, and unique experiences and providing community partnerships with free admission and memberships to Fishers families with a wide range of abilities, backgrounds, and socio-economic status (“Purpose”);

WHEREAS, CONNER PRAIRIE MUSEUM has applied for certain funds to be contributed by Fishers in furtherance of CONNER PRAIRIE MUSEUM’s Purpose;

WHEREAS, Fishers has agreed to contribute Eighty Thousand Dollars (\$80,000) to support CONNER PRAIRIE MUSEUM’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of CONNER PRAIRIE MUSEUM’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

### **I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

### **II. CONNER PRAIRIE MUSEUM’S COMMITMENTS**

In consideration for receiving the Contribution, CONNER PRAIRIE MUSEUM hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** CONNER PRAIRIE MUSEUM shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. CONNER PRAIRIE MUSEUM shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. CONNER PRAIRIE MUSEUM understands that it may be subject to an audit by the Indiana State Board

of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** CONNER PRAIRIE MUSEUM shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) CONNER PRAIRIE MUSEUM. Notwithstanding the foregoing, any City employee or City official may volunteer their time to CONNER PRAIRIE MUSEUM.

CONNER PRAIRIE MUSEUM further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. CONNER PRAIRIE MUSEUM acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: CONNER PRAIRIE MUSEUM fails to materially fulfill its commitments described herein, CONNER PRAIRIE MUSEUM agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that CONNER PRAIRIE MUSEUM is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, CONNER PRAIRIE MUSEUM shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of CONNER PRAIRIE MUSEUM's financial activities as it deems appropriate. CONNER PRAIRIE MUSEUM shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. CONNER PRAIRIE MUSEUM shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. CONNER PRAIRIE MUSEUM's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and CONNER PRAIRIE MUSEUM's fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to CONNER PRAIRIE MUSEUM, under the following circumstances: (1) CONNER PRAIRIE MUSEUM fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, CONNER PRAIRIE MUSEUM proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) CONNER PRAIRIE MUSEUM fails to submit required progress reports and accompanying documentation; (4) CONNER PRAIRIE MUSEUM fails to comply with any requirement, commitment, or certification in this Agreement; (5) CONNER PRAIRIE MUSEUM fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, CONNER PRAIRIE MUSEUM shall promptly return the Contribution to Fishers. CONNER PRAIRIE MUSEUM understands and agrees

that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

## **VI. INDEMNIFICATION**

CONNER PRAIRIE MUSEUM agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by CONNER PRAIRIE MUSEUM or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

CONNER PRAIRIE MUSEUM shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. CONNER PRAIRIE MUSEUM will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and CONNER PRAIRIE MUSEUM and supersedes all prior agreements, written or verbal, between Fishers and CONNER PRAIRIE MUSEUM. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or CONNER PRAIRIE MUSEUM which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives

having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of CONNER PRAIRIE MUSEUM represents and certifies that he/she is a duly authorized representative of CONNER PRAIRIE MUSEUM and fully empowered to execute and bind CONNER PRAIRIE MUSEUM to this Agreement.

**IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller  
3 Municipal Drive  
Fishers, IN 46038**

**CONNER PRAIRIE MUSEUM**

**Conner Prairie Museum  
Emily Sigler, Director of Foundations Relations  
13400 Allisonville Rd  
Fishers, IN 46038**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF FISHERS (“Fishers”)**

By: Scott Fadness, Mayor

Signature: \_\_\_\_\_

**CONNER PRAIRIE MUSEUM**

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

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

Signature: \_\_\_\_\_

## **NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT BETWEEN CITY OF FISHERS AND PREVAIL INC.**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and PREVAIL INC., as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, PREVAIL INC. is providing victim advocacy services for Fishers residents experiencing crime and abuse, including crisis intervention and restorative services. (“Purpose”);

WHEREAS, PREVAIL INC. has applied for certain funds to be contributed by Fishers in furtherance of PREVAIL INC.’s Purpose;

WHEREAS, Fishers has agreed to contribute Fifteen Thousand Dollars (\$15,000) to support PREVAIL INC.’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of PREVAIL INC.’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

### **I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

### **II. PREVAIL INC.’S COMMITMENTS**

In consideration for receiving the Contribution, PREVAIL INC. hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** PREVAIL INC. shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. PREVAIL INC. shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. PREVAIL INC. understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*
- b. **Conflict of Interest.** PREVAIL INC. shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) PREVAIL INC..



Notwithstanding the foregoing, any City employee or City official may volunteer their time to PREVAIL INC..

PREVAIL INC. further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. PREVAIL INC. acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: PREVAIL INC. fails to materially fulfill its commitments described herein, PREVAIL INC. agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that PREVAIL INC. is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, PREVAIL INC. shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of PREVAIL INC.'s financial activities as it deems appropriate. PREVAIL INC. shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. PREVAIL INC. shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. PREVAIL INC.'s failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and PREVAIL INC.'s fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to PREVAIL INC., under the following circumstances: (1) PREVAIL INC. fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, PREVAIL INC. proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) PREVAIL INC. fails to submit required progress reports and accompanying documentation; (4) PREVAIL INC. fails to comply with any requirement, commitment, or certification in this Agreement; (5) PREVAIL INC. fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, PREVAIL INC. shall promptly return the Contribution to Fishers. PREVAIL INC. understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

### **VI. INDEMNIFICATION**

PREVAIL INC. agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any

provision of this Agreement by PREVAIL INC. or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

PREVAIL INC. shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. PREVAIL INC. will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and PREVAIL INC. and supersedes all prior agreements, written or verbal, between Fishers and PREVAIL INC.. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or PREVAIL INC. which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of PREVAIL INC. represents and certifies that he/she is a duly authorized representative of PREVAIL INC. and fully empowered to execute and bind PREVAIL INC. to this Agreement.

**IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller  
3 Municipal Drive  
Fishers, IN 46038**

**PREVAIL INC.**

**Tami Wanninger  
1100 S. 9<sup>th</sup> Street, Suite 100  
Noblesville, IN 46060**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF FISHERS (“Fishers”)**

By: Scott Fadness, Mayor

Signature: \_\_\_\_\_

**PREVAIL INC.**

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

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

Signature: \_\_\_\_\_

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT  
BETWEEN CITY OF FISHERS AND  
THE SHEPHERD’S CENTER OF HAMILTON COUNTY**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and SHEPHERD’S CENTER OF HAMILTON COUNTY, as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, SHEPHERD’S CENTER OF HAMILTON COUNTY provides programs to promote and support independent lifestyles for adults 55+ in Hamilton County (“Purpose”);

WHEREAS, SHEPHERD’S CENTER OF HAMILTON COUNTY has applied for certain funds to be contributed by Fishers in furtherance of SHEPHERD’S CENTER OF HAMILTON COUNTY’s Purpose;

WHEREAS, Fishers has agreed to contribute Ten Thousand Dollars (\$10,000) to support SHEPHERD’S CENTER OF HAMILTON COUNTY’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of SHEPHERD’S CENTER OF HAMILTON COUNTY’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

**I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

**II. SHEPHERD’S CENTER OF HAMILTON COUNTY’S COMMITMENTS**

In consideration for receiving the Contribution, SHEPHERD’S CENTER OF HAMILTON COUNTY hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** SHEPHERD’S CENTER OF HAMILTON COUNTY shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. SHEPHERD’S CENTER OF HAMILTON COUNTY shall provide a report to Fishers by or before March 1,

2024, and September 30, 2024. SHEPHERD’S CENTER OF HAMILTON COUNTY understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** SHEPHERD’S CENTER OF HAMILTON COUNTY shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) SHEPHERD’S CENTER OF HAMILTON COUNTY. Notwithstanding the foregoing, any City employee or City official may volunteer their time to SHEPHERD’S CENTER OF HAMILTON COUNTY.

SHEPHERD’S CENTER OF HAMILTON COUNTY further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. SHEPHERD’S CENTER OF HAMILTON COUNTY acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: SHEPHERD’S CENTER OF HAMILTON COUNTY fails to materially fulfill its commitments described herein, SHEPHERD’S CENTER OF HAMILTON COUNTY agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that SHEPHERD’S CENTER OF HAMILTON COUNTY is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, SHEPHERD’S CENTER OF HAMILTON COUNTY shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of SHEPHERD’S CENTER OF HAMILTON COUNTY ’s financial activities as it deems appropriate. SHEPHERD’S CENTER OF HAMILTON COUNTY shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. SHEPHERD’S CENTER OF HAMILTON COUNTY shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. SHEPHERD’S CENTER OF HAMILTON COUNTY ’s failure to correct or cure any findings identified by Fishers to Fishers’ satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers’ budget and SHEPHERD’S CENTER OF HAMILTON COUNTY ’s fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to SHEPHERD’S CENTER OF HAMILTON COUNTY, under the following circumstances: (1) SHEPHERD’S CENTER OF HAMILTON COUNTY fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, SHEPHERD’S CENTER OF HAMILTON COUNTY proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved;

(3) SHEPHERD'S CENTER OF HAMILTON COUNTY fails to submit required progress reports and accompanying documentation; (4) SHEPHERD'S CENTER OF HAMILTON COUNTY fails to comply with any requirement, commitment, or certification in this Agreement; (5) SHEPHERD'S CENTER OF HAMILTON COUNTY fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, SHEPHERD'S CENTER OF HAMILTON COUNTY shall promptly return the Contribution to Fishers. SHEPHERD'S CENTER OF HAMILTON COUNTY understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

## **VI. INDEMNIFICATION**

SHEPHERD'S CENTER OF HAMILTON COUNTY agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by SHEPHERD'S CENTER OF HAMILTON COUNTY or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

SHEPHERD'S CENTER OF HAMILTON COUNTY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. SHEPHERD'S CENTER OF HAMILTON COUNTY will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and SHEPHERD'S CENTER OF HAMILTON COUNTY and supersedes all prior agreements, written or verbal, between Fishers and SHEPHERD'S CENTER OF HAMILTON COUNTY. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or SHEPHERD'S CENTER OF HAMILTON COUNTY which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and

unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of SHEPHERD'S CENTER OF HAMILTON COUNTY represents and certifies that he/she is a duly authorized representative of SHEPHERD'S CENTER OF HAMILTON COUNTY and fully empowered to execute and bind SHEPHERD'S CENTER OF HAMILTON COUNTY to this Agreement.

#### **IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller  
3 Municipal Drive  
Fishers, IN 46038**

**SHEPHERD'S CENTER OF HAMILTON COUNTY**

**SHEPHERD'S CENTER OF HAMILTON COUNTY  
Lauren Guynn, Executive Director  
1250 Conner Street  
Noblesville, IN 46060**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF FISHERS ("Fishers")**

By: Scott Fadness, Mayor

Signature: \_\_\_\_\_

**SHEPHERD'S CENTER OF HAMILTON COUNTY**

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

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

Signature: \_\_\_\_\_

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT  
BETWEEN CITY OF FISHERS AND OUTSIDE THE BOX INC.**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and OUTSIDE THE BOX INC., (“OUTSIDE THE BOX”), as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, OUTSIDE THE BOX mission is to empower people with intellectual disabilities toward personal growth, through education, self-discovery, leadership development, and a customized career path. (“Purpose”);

WHEREAS, OUTSIDE THE BOX has applied for certain funds to be contributed by Fishers in furtherance of OUTSIDE THE BOX’s Purpose;

WHEREAS, Fishers has agreed to contribute Fifteen Thousand Dollars (\$15,000) to support OUTSIDE THE BOX’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of OUTSIDE THE BOX’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

**I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

**II. OUTSIDE THE BOX’S COMMITMENTS**

In consideration for receiving the Contribution, OUTSIDE THE BOX hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** OUTSIDE THE BOX shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. OUTSIDE THE BOX shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. OUTSIDE THE BOX understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*



- b. **Conflict of Interest.** OUTSIDE THE BOX shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) OUTSIDE THE BOX. Notwithstanding the foregoing, any City employee or City official may volunteer their time to OUTSIDE THE BOX.

OUTSIDE THE BOX further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. OUTSIDE THE BOX acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: OUTSIDE THE BOX fails to materially fulfill its commitments described herein, OUTSIDE THE BOX agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that OUTSIDE THE BOX is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, OUTSIDE THE BOX shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of OUTSIDE THE BOX's financial activities as it deems appropriate. OUTSIDE THE BOX shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. OUTSIDE THE BOX shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. OUTSIDE THE BOX's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and OUTSIDE THE BOX's fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to OUTSIDE THE BOX, under the following circumstances: (1) OUTSIDE THE BOX fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, OUTSIDE THE BOX proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) OUTSIDE THE BOX fails to submit required progress reports and accompanying documentation; (4) OUTSIDE THE BOX fails to comply with any requirement, commitment, or certification in this Agreement; (5) OUTSIDE THE BOX fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, OUTSIDE THE BOX shall promptly return the Contribution to Fishers. OUTSIDE THE BOX understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

## **VI. INDEMNIFICATION**

OUTSIDE THE BOX agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by OUTSIDE THE BOX or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

OUTSIDE THE BOX shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. OUTSIDE THE BOX will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and OUTSIDE THE BOX and supersedes all prior agreements, written or verbal, between Fishers and OUTSIDE THE BOX. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or OUTSIDE THE BOX which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this

Agreement. The undersigned executing this Agreement on behalf of OUTSIDE THE BOX represents and certifies that he/she is a duly authorized representative of OUTSIDE THE BOX and fully empowered to execute and bind OUTSIDE THE BOX to this Agreement.

**IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller**  
**One Municipal Drive**  
**Fishers, IN 46038**

**OUTSIDE THE BOX INC.**

**Michelle Miller, Executive Director**  
**9795 Crosspoint Blvd, Suite 104**  
**Indianapolis, IN 46256**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF FISHERS (“Fishers”)**

By: Scott Fadness, Mayor

Signature\_\_\_\_\_

**OUTSIDE THE BOX INC. (“OUTSIDE THE BOX”)**

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

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

Signature\_\_\_\_\_

## **NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT BETWEEN CITY OF FISHERS AND CHERISH CHILD ADVOCACY CENTER**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and CHERISH CHILD ADVOCACY CENTER., (“CHERISH”), as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, CHERISH protects children by removing barriers to investigation and treatment, as well as provides regional leadership in combating child abuse and exploitation. (“Purpose”);

WHEREAS, CHERISH has applied for certain funds to be contributed by Fishers in furtherance of CHERISH’s Purpose;

WHEREAS, Fishers has agreed to contribute Twenty Thousand Dollars (\$20,000) to support CHERISH’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of CHERISH’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

### **I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

### **II. CHERISH’S COMMITMENTS**

In consideration for receiving the Contribution, CHERISH hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** CHERISH shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. CHERISH shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. CHERISH understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** CHERISH shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) CHERISH. Notwithstanding the foregoing, any City employee or City official may volunteer their time to CHERISH.

CHERISH further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. CHERISH acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein.

Unless waived in writing by Fishers or its successors or assigns, in the event that: CHERISH fails to materially fulfill its commitments described herein, CHERISH agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that CHERISH is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, CHERISH shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of CHERISH's financial activities as it deems appropriate. CHERISH shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. CHERISH shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. CHERISH's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and CHERISH's fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to CHERISH, under the following circumstances: (1) CHERISH fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, CHERISH proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) CHERISH fails to submit required progress reports and accompanying documentation; (4) CHERISH fails to comply with any requirement, commitment, or certification in this Agreement; (5) CHERISH fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, CHERISH shall promptly return the Contribution to Fishers. CHERISH understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

## **VI. INDEMNIFICATION**

CHERISH agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by CHERISH or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

CHERISH shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. CHERISH will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and CHERISH and supersedes all prior agreements, written or verbal, between Fishers and CHERISH. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or CHERISH which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's

or Fisher’s representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of CHERISH represents and certifies that he/she is a duly authorized representative of CHERISH and fully empowered to execute and bind CHERISH to this Agreement.

**IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller  
Three Municipal Drive  
Fishers, IN 46038**

**CHERISH CHILD ADVOCACY CENTER**

**Wendy Gamble, Executive Director  
15570 Stony Creek Way  
Noblesville, IN 46060**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF FISHERS (“Fishers”)**

By: Scott Fadness, Mayor

Signature\_\_\_\_\_

**CHERISH CHILD ADVOCACY CENTER (“CHERISH”)**

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

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

Signature\_\_\_\_\_

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT  
BETWEEN CITY OF FISHERS AND RECOVERY CAFÉ HAMILTON COUNTY**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and RECOVERY CAFÉ HAMILTON COUNTY, (“RECOVERY CAFÉ”), as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, RECOVERY CAFÉ is dedicated to providing support to individuals who want to rebuild their lives and break the cycle of homelessness, substance use, and other mental health challenges (“Purpose”);

WHEREAS, RECOVERY CAFÉ has applied for certain funds to be contributed by Fishers in furtherance of RECOVERY CAFÉ’s Purpose;

WHEREAS, Fishers has agreed to contribute Ten Thousand Dollars (\$10,000) to support RECOVERY CAFÉ’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of RECOVERY CAFÉ’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

**I. TERM**

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

**II. RECOVERY CAFÉ’S COMMITMENTS**

In consideration for receiving the Contribution, RECOVERY CAFÉ hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** RECOVERY CAFÉ shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. RECOVERY CAFÉ shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. RECOVERY CAFÉ understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*



- b. **Conflict of Interest.** RECOVERY CAFÉ shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) RECOVERY CAFÉ. Notwithstanding the foregoing, any City employee or City official may volunteer their time to RECOVERY CAFÉ.

RECOVERY CAFÉ further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. RECOVERY CAFÉ acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein.

Unless waived in writing by Fishers or its successors or assigns, in the event that: RECOVERY CAFÉ fails to materially fulfill its commitments described herein, RECOVERY CAFÉ agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that RECOVERY CAFÉ is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, RECOVERY CAFÉ shall promptly remit the amounts due.

### **III. MONITORING BY FISHERS**

Fishers may conduct a monitoring review and evaluation of RECOVERY CAFÉ's financial activities as it deems appropriate. RECOVERY CAFÉ shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. RECOVERY CAFÉ shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. RECOVERY CAFÉ's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

### **IV. AVAILABILITY OF FUNDS**

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and RECOVERY CAFÉ's fulfillment of its responsibilities and commitments as defined herein.

### **V. TERMINATION OF AGREEMENT**

This Agreement may be terminated by Fishers, effective upon written notice to RECOVERY CAFÉ, under the following circumstances: (1) RECOVERY CAFÉ fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, RECOVERY CAFÉ proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) RECOVERY CAFÉ fails to submit required progress reports and accompanying documentation; (4) RECOVERY CAFÉ fails to comply with any requirement, commitment, or certification in this Agreement; (5) RECOVERY CAFÉ fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, RECOVERY CAFÉ shall promptly return the Contribution to Fishers. RECOVERY CAFÉ understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

## **VI. INDEMNIFICATION**

RECOVERY CAFÉ agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by RECOVERY CAFÉ or any of its officers, agents, employees or subcontractors regardless of whether or not it is 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.

## **VII. NON DISCRIMINATION**

RECOVERY CAFÉ shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. RECOVERY CAFÉ will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **VIII. MISCELLANEOUS**

This Agreement constitutes the entire agreement between Fishers and RECOVERY CAFÉ and supersedes all prior agreements, written or verbal, between Fishers and RECOVERY CAFÉ. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or RECOVERY CAFÉ which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. This Agreement may be modified only by a written agreement signed by the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this

Agreement. The undersigned executing this Agreement on behalf of RECOVERY CAFÉ represents and certifies that he/she is a duly authorized representative of RECOVERY CAFÉ and fully empowered to execute and bind RECOVERY CAFÉ to this Agreement.

**IX. NOTICE TO PARTIES**

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

**CITY OF FISHERS**

**Lisa Bradford, Controller**  
**Three Municipal Drive**  
**Fishers, IN 46038**

**RECOVERY CAFÉ HAMILTON COUNTY**

**Joylynn Foli, Executive Director**  
**7050 E 116<sup>th</sup> Street, Suite 100**  
**Fishers, IN 46038**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF FISHERS (“Fishers”)**

By: Scott Fadness, Mayor

Signature\_\_\_\_\_

**RECOVERY CAFÉ HAMILTON COUNTY (“RECOVERY CAFÉ”)**

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

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

Signature\_\_\_\_\_



# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                   |                                                  |                                                                                                              |                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | August 22, 2023                                                                                                                                                                                   |                                                  |                                                                                                              |                                                  |
| <b>TITLE</b>                                                                                                                                                                    | Request to approve Non-Profit Contribution Agreements.                                                                                                                                            |                                                  |                                                                                                              |                                                  |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Lindsey Bennett, City Attorney<br>Department: Mayor's Office                                                                                                                        |                                                  |                                                                                                              |                                                  |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                       | <input checked="" type="checkbox"/> Regular      | <input type="checkbox"/> Special                                                                             | <input type="checkbox"/> Retreat                 |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                                  | <input type="checkbox"/> Ordinance               | <input checked="" type="checkbox"/> Resolution                                                               | <input type="checkbox"/> Regular                 |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                                  | <input type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                      | <input type="checkbox"/> 3 <sup>rd</sup> Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                      |                                                  | Resolution #: R082223B                                                                                       |                                                  |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input checked="" type="checkbox"/> Contract <b>required</b> for this item                                                                                                                        |                                                  | <input checked="" type="checkbox"/> Signed copy of contract attached                                         |                                                  |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                           |                                                  | <input type="checkbox"/> <b>No contract</b> for this item                                                    |                                                  |
|                                                                                                                                                                                 | <input type="checkbox"/> Contract <b>over</b> \$50,000                                                                                                                                            |                                                  |                                                                                                              |                                                  |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                  | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office |                                                  |
| <b>APPROVALS/REVIEWS</b>                                                                                                                                                        | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                         |                                                  | <input type="checkbox"/> Controller's Office                                                                 |                                                  |
|                                                                                                                                                                                 | <input type="checkbox"/> Department Head                                                                                                                                                          |                                                  | <input type="checkbox"/> Finance Committee                                                                   |                                                  |
|                                                                                                                                                                                 | <input type="checkbox"/> Deputy Mayor                                                                                                                                                             |                                                  | <input type="checkbox"/> Technical Advisory Committee                                                        |                                                  |
|                                                                                                                                                                                 | <input type="checkbox"/> Mayor                                                                                                                                                                    |                                                  | <input type="checkbox"/> Other:                                                                              |                                                  |
|                                                                                                                                                                                 | <input checked="" type="checkbox"/> Legal Counsel –<br><i>Name of Reviewer: Lindsey Bennett</i>                                                                                                   |                                                  |                                                                                                              |                                                  |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                      |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | <p>the Non-Profit Committee recommended the following organizations be awarded the Grants: (i) Hamilton County Youth Assistance Program, (ii) Youth Mentoring Initiative, (iii) Janus Development Services, (iv) Conner Prairie Museum, and (v) Prevail, (vi) Cherish Child Advocacy Center, (vii) Outside the Box, (viii) Shepherd's Center of Hamilton County, and (ix) Recovery Café Hamilton County.</p> <p>The Contributions were approved as part of the City's 2023 budget and are contingent upon each non-profit's agreement to certain terms and conditions contained within the Contribution Agreement. The Contribution Agreements provide that each group will match the Contribution amount, will provide accounting reports, ensure that no City employee or official receives compensation from the Contribution or the non-profit organization, and in the event that the non-profit does not raise the funding necessary to complete their event or project, the Contribution will be returned to the City.</p> |                                      |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$250,000                            |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$250,00                             |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                      |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                      |
|                                                                                             | <b>Narrative:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |
| <b>OPTIONS</b><br>(Include <i>Deny Approval</i> Option)                                     | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Approve the Contribution Agreements. |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Deny the Contribution Agreements     |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                      |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                      |
| <b>PROJECT TIMELINE</b>                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                      |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Department Staff recommends approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                      |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                      |

**RESOLUTION NO. R082223C**

**A RESOLUTION AMENDING THE CITY OF FISHERS' TRAFFIC AND PARKING SCHEDULES**

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

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

WHEREAS, the Board of Public Works & Safety now desires to amend the City's Parking Schedules as follows: Chapter 75 Parking: Schedule I (Prohibited Parking)

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

**Section 1.** The Board hereby amends Chapter 75 (Parking), Schedule I (Prohibited Parking) by **adding** certain streets as further defined in Exhibit A, which is attached hereto and incorporated herein.

**Section 2.** All other provisions of Fishers' Traffic Code not in conflict with or specifically changed by this amendment shall remain in full force and effect.

**Section 3.** This amendment shall become effective upon its adoption and publication in accordance with law.

SO RESOLOVED by this City of Fishers Board of Public Works & Safety this 22nd day of August 2023.

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

**AYE**

**NAY**

|  |                   |  |
|--|-------------------|--|
|  | Scott<br>Fadness. |  |
|  | Jeff<br>Lantz.    |  |
|  | Jason<br>Meyer.   |  |

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
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

**PARKING SCHEDULE I. Prohibited Parking is hereby amended by adding the following Prohibited Parking:**

| <b><i>Street</i></b>        | <b><i>Description</i></b>                                                                                                     | <b><i>Side</i></b> | <b><i>Res./Ord.<br/>No.</i></b> | <b><i>Passage<br/>Date</i></b> |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------------|--------------------------------|
| Fishers Pointe<br>Boulevard | Restricted Parking 335' west of<br>Meadows Drive in accordance with<br>signage or in accordance with Traffic<br>Code § 72.13. | North side         | R072523A                        | 7/25/23                        |





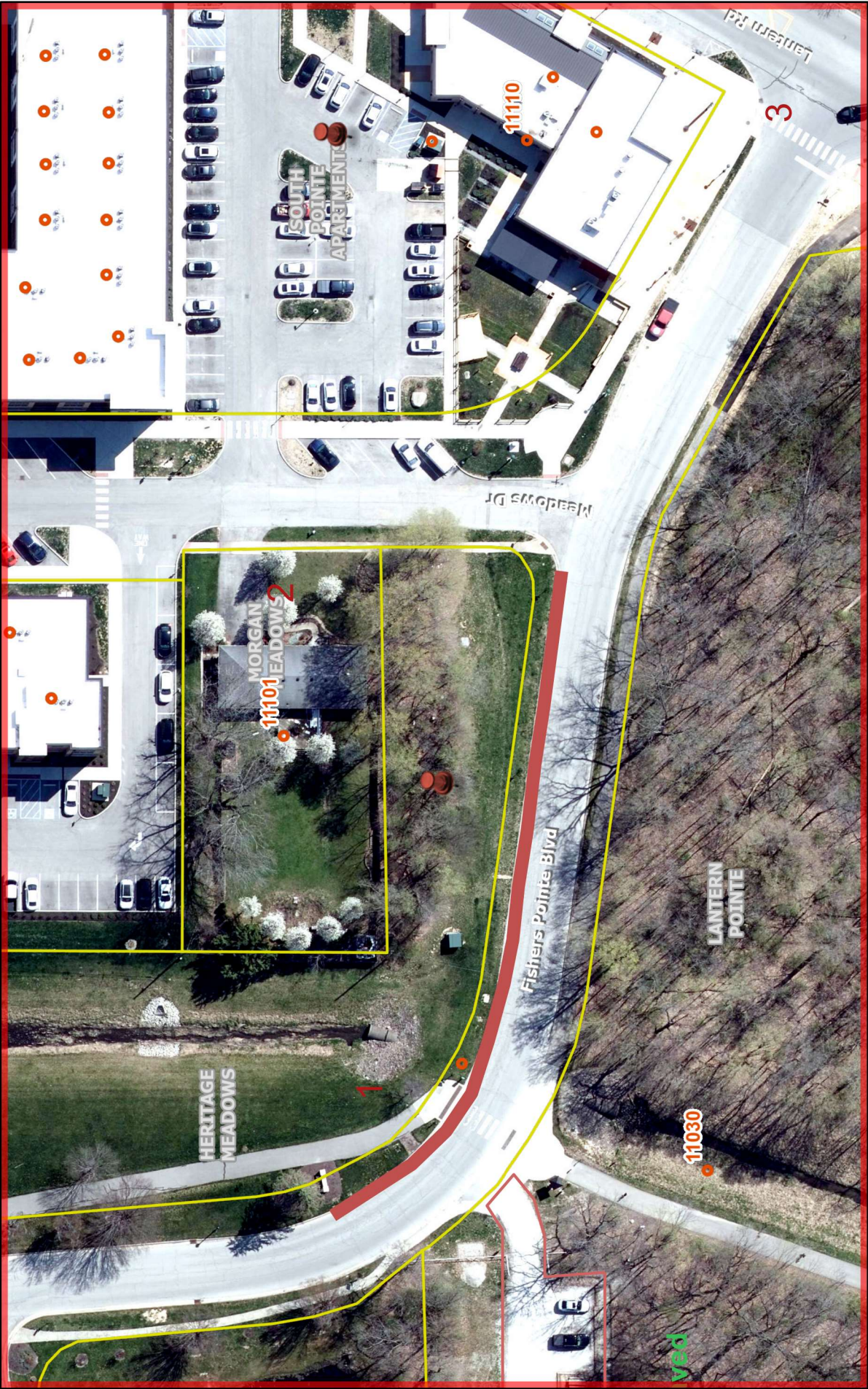
# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                   |                                                  |                                                                                                                                |                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | August 22nd, 2023                                                                                                                                                                                 |                                                  |                                                                                                                                |                                                                                            |
| <b>TITLE</b>                                                                                                                                                                    | Request to approve a resolution amending the City of Fishers Traffic Schedule                                                                                                                     |                                                  |                                                                                                                                |                                                                                            |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Hatem Mekky, Director<br>Department: Engineering                                                                                                                                    |                                                  |                                                                                                                                |                                                                                            |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                       | <input checked="" type="checkbox"/> Regular      | <input type="checkbox"/> Special                                                                                               | <input type="checkbox"/> Retreat                                                           |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                                  | <input type="checkbox"/> Ordinance               | <input checked="" type="checkbox"/> Resolution                                                                                 | <input type="checkbox"/> Regular                                                           |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input checked="" type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                       | <input type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                        | <input type="checkbox"/> 3 <sup>rd</sup> Reading<br><input type="checkbox"/> Final Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                      |                                                  | Resolution # R082223C                                                                                                          |                                                                                            |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input type="checkbox"/> Contract <b>required</b> for this item                                                                                                                                   |                                                  | <input type="checkbox"/> Signed copy of contract attached                                                                      |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                           |                                                  | <input checked="" type="checkbox"/> <b>No contract</b> for this item                                                           |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                             |                                                  | <input type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                                                            |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                  | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                   |                                                                                            |

|                                                                                             |                                                                                                                                                                                                                                                                                               |                                                       |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
|                                                                                             |                                                                                                                                                                                                                                                                                               |                                                       |
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                     | <input type="checkbox"/> Controller's Office          |
|                                                                                             | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                           | <input type="checkbox"/> Finance Committee            |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                         | <input type="checkbox"/> Technical Advisory Committee |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                | <input type="checkbox"/> Other:                       |
|                                                                                             | <input type="checkbox"/> Legal Counsel –<br><i>Name of Reviewer:</i>                                                                                                                                                                                                                          |                                                       |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | This Resolution would approve a new No Parking Zone along the north side of Fishers Pointe Boulevard west of Meadows Drive for 335ft.<br>As an update to the City of Fishers Traffic Code, Chapter 75 Parking: Schedule I. Prohibited Parking will be amended per new Resolution No. R082223C |                                                       |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                  | N/A                                                   |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                               | N/A                                                   |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                              |                                                       |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                   |                                                       |
|                                                                                             | <b>Narrative:</b>                                                                                                                                                                                                                                                                             |                                                       |
| <b>OPTIONS</b><br>(Include <i>Deny Approval</i> Option)                                     | 1.                                                                                                                                                                                                                                                                                            | Approve the Resolution as submitted                   |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                            | Deny the Resolution                                   |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                            | Take no action                                        |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                            |                                                       |
| <b>PROJECT TIMELINE</b>                                                                     | N/A                                                                                                                                                                                                                                                                                           |                                                       |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends approval of the resolution                                                                                                                                                                                                                                                   |                                                       |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            | Resolution No. R082223C<br>Exhibit                                                                                                                                                                                                                                                            |                                                       |

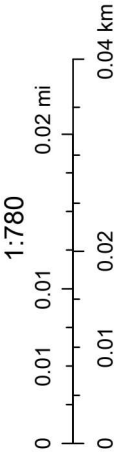


Fishers Pointe Blvd Parking Restriction



July 13, 2023

- Address Points
- Subdivisions
- Minor Roads
- Parcels







# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                   |                                                             |                                                                                                                                           |                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | August 22, 2023                                                                                                                                                                                   |                                                             |                                                                                                                                           |                                                             |
| <b>TITLE</b>                                                                                                                                                                    | Resolution Approving Fishers Wastewater Line Build Operate Transfer Agreement (Phase 2);                                                                                                          |                                                             |                                                                                                                                           |                                                             |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Hatem Mekky, Director of Engineering                                                                                                                                                |                                                             |                                                                                                                                           |                                                             |
|                                                                                                                                                                                 | Department:                                                                                                                                                                                       |                                                             |                                                                                                                                           |                                                             |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                       | <input checked="" type="checkbox"/> Regular                 | <input type="checkbox"/> Special                                                                                                          | <input type="checkbox"/> Retreat                            |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                                  | <input type="checkbox"/> Ordinance                          | <input type="checkbox"/> Resolution                                                                                                       | <input checked="" type="checkbox"/> Regular                 |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input checked="" type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                       | <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                                   | <input checked="" type="checkbox"/> 3 <sup>rd</sup> Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                      |                                                             | Resolution #: R082223D                                                                                                                    |                                                             |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input checked="" type="checkbox"/> Contract <b>required</b> for this item                                                                                                                        |                                                             | <input type="checkbox"/> Signed copy of contract attached                                                                                 |                                                             |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                           |                                                             | <input type="checkbox"/> <b>No contract</b> for this item                                                                                 |                                                             |
|                                                                                                                                                                                 | <input checked="" type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                  |                                                             | <input checked="" type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                             |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                             | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                              |                                                             |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                          |                                                       |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------------------------|
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          | <input type="checkbox"/> Controller's Office          |
|                                                                                             | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          | <input type="checkbox"/> Finance Committee            |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          | <input type="checkbox"/> Technical Advisory Committee |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          | <input type="checkbox"/> Other:                       |
|                                                                                             | <input checked="" type="checkbox"/> Legal Counsel –<br>Name of Reviewer: Jennifer C. Messer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                                       |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | <p>On or about November 8, 2022, the City issued its Request For Proposals And Qualifications To Design And Transfer A Wastewater Line (the "RFPQ"). Pursuant to the RFPQ, the City sought offerors to design and construct a wastewater line to serve the Project Site (Andretti) pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 et seq. (the "Act").</p> <p>In response to the RFPQ, GM Development Companies LLC ("Developer") submitted its December 6, 2022, Wastewater Line Project submission, and the City determined that Developer is reasonably susceptible of being selected for a Build Operate and Transfer Agreement in accordance with the Act.</p> <p>After negotiating the best and final offer and holding a hearing consistent with the Act, the Board approved Developer for the BOT and completion of Phase I of the project.</p> <p>The Board now desires to approve completion of Phase 2 (the eastside) of the Project pursuant to the subject agreement.</p> |                          |                                                       |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$3,668,452.00           |                                                       |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | apx. \$3,668,452.00      |                                                       |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | wastewater bond proceeds |                                                       |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |                                                       |
|                                                                                             | <b>Narrative:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                                                       |
| <b>OPTIONS</b><br>(Include Deny Approval Option)                                            | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Approve the Agreement    |                                                       |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Reject the Agreement     |                                                       |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                                                       |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                                                       |
| <b>PROJECT TIMELINE</b>                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                          |                                                       |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends approving the Phase 2 Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                                                       |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                          |                                                       |



## **FISHERS WASTEWATER LINE BUILD OPERATE TRANSFER AGREEMENT (PHASE 2 )**

This Fishers Wastewater Line Build Operate Transfer Agreement (Phase 2) (this “Agreement”) is entered into as of the \_\_\_\_ day of August, 2023 (the “Effective Date”), by and between GM Development Companies LLC, an Indiana limited liability company (the “Developer”), and the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”) on the following terms and conditions:

### **-Recitals-**

WHEREAS, on or about November 8, 2022, the City issued its Request For Proposals And Qualifications To Design And Transfer A Wastewater Line (the “RFPQ”);

WHEREAS, pursuant to the RFPQ, the City sought offerors to design and construct a wastewater line to serve the Project Site pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 *et seq.* (the “Act”);

WHEREAS, in response to the RFPQ, Developer submitted its December 6, 2022, Wastewater Line Project submission, and the City determined that Developer is reasonably susceptible of being selected for a Build Operate and Transfer Agreement in accordance with the Act;

WHEREAS, after negotiating the best and final offer, on or about February 14, 2023, the Board held a public hearing in accordance with and pursuant to the Act and voted to enter into a public-private agreement with Developer;

WHEREAS, the Board additionally approved Developer’s (a) completion of Phase 1, and (b) continued design of the eastside project (Phase 2), all pursuant to that certain February 14, 2023 Fishers Wastewater Line Build Operate Transfer Agreement;

WHEREAS, City’s consultant has completed the design of Phase 2, and the Board now desires to enter into this Agreement for completion of Phase 2; and

WHEREAS, terms not specifically defined herein shall have the meanings ascribed to such terms in the RFPQ.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the City and Developer agree as follows:

### **ARTICLE I. RECITALS**

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

## ARTICLE II. DEFINITIONS

**Act** shall mean Ind. Code § 5-23 *et. seq.*

**Ancillary Agreements** shall mean all instruments and agreements referenced or contemplated herein, including, without limitation, the Installment Purchase Agreement, Disbursement Agreement and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this Agreement.

**Bill of Sale** shall mean that certain bill of sale for Phase 2 attached hereto as **Exhibit A**.

**Change Order** shall mean a change order executed by the City (or its designee) and Developer finalizing the inclusion into the Final Documents and Drawings of a change proposed in a Change Order Request by Developer that is approved by the City (or its designee); provided that, in the case of a Permitted Change, such change order shall be effective if executed only by Developer.

**Change Order Request** shall mean a written request for a change to the Final Documents and Drawings.

**City Body or City Bodies** shall mean any of the City or its related bodies and commissions, as applicable.

**City Fees** shall mean impact fees, park impact fees, inspection fees, variance or re-zoning fees, stormwater permit fees, improvement location fees, building permit fees, sign permit fees, and all applicable local fees if assessed by the City and directly related to Phase 2.

**Claims** shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

**Clarifications & Exclusions** shall mean the clarification and exclusions included as **Exhibit B**.

**Closing** shall mean (a) payment in full of the Phase 2 Purchase Price; and (b) execution of the Bill of Sale.

**Closing Date** shall have the meaning ascribed to it in the Installment Purchase Agreement.

**Construction Budget** shall mean the detailed, line-item budget for Phase 2 attached as **Exhibit C**.

**Construction Drawings** shall mean the drawings for Phase 2 attached as **Exhibit D**.

**Construction Contract** shall mean a contract with the General Contractor for completing Phase 2. The Construction Contract shall be (a) subject to the reasonable approval of City; and (b) terminable by the City, without recourse or liability to any City Body (other than as set forth in Section 10.05), on ten (10) days' notice in the Event of Default.

**Construction Meetings** shall mean the status meetings on the dates and times to be mutually determined by Developer and the City, at which the parties shall discuss the construction progress for Phase 2.



**Construction Schedule** shall mean the Phase 2 schedule attached as **Exhibit E**.

**Contingency** shall mean Seventy-Six Thousand, Six Hundred Eleven and no/100 Dollars (\$76,611.00) (which amounts remains from Phase I and is included and identified in the Construction Budget as the contingency).

**Cure Period** shall mean a period of: (a) ten (10) days after written notice of an Event of Default in the case of any monetary default; and (b) thirty (30) days after a party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the Event of Default; provided that, if such Event of Default is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the Event of Default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than sixty (60) days after the date of the default. Notwithstanding the foregoing, a Cure Period shall not be applicable to an Event of Default described in Section 7.01(b) or (c), and a Cure Period shall not be applicable to a default under an Ancillary Agreement, any specific cure periods for such defaults being expressly set forth in such Ancillary Agreement.

**Disbursement Request** shall have the meaning ascribed to it in the Installment Purchase Agreement.

**Effective Date** shall mean the date set forth in the opening paragraph of this Agreement.

**Event of Default** shall have the meaning set forth in Section 7.01.

**Final Documents and Drawings** shall mean, individually or collectively, the Construction Drawings, Construction Budget and Construction Schedule for Phase 2.

**Final Inspection** shall mean an inspection of Phase 2 after Substantial Completion thereof.

**Force Majeure** shall mean, with respect to Developer or City Bodies any cause that is not within the reasonable control of Developer or City Bodies, respectively, including, without limitation: (a) adverse weather conditions in excess of the 10-year NOAA average for the location of the Project; (b) the unusual unavailability of materials, equipment, services, or labor; (c) pandemic, epidemic and any direct effects thereof; and (d) utility or energy shortages or acts or omissions of public utility providers); provided that a party's failure to anticipate normal and customary delays due to weather or normal and customary delays in obtaining Required Permits shall not be deemed Force Majeure.

**General Contractor** shall mean Bowen Engineering Corporation.

**Inspector** shall mean such party or parties designated by the City as its inspector.

**Installment Purchase Agreement** shall mean that Installment Purchase Agreement by and between the City and Developer dated as of even date herewith and in the form attached hereto as **Exhibit F**.

**Latent Defect** shall mean a Material Defect that: (a) is not discovered, and reasonably is not discoverable, by the City or Inspector during a Permitted Inspection and/or the Final Inspection; and (b) has a material and adverse effect on the use, operation, structure, or longevity of Phase 2; and (c) is discovered within ten (10) years of Substantial Completion.

**Latent Defect Period** shall mean, pursuant to Ind. Code § 32-30-1-5, a period of time commencing at Substantial Completion and ending on the date that is ten (10) years thereafter; provided, however, such ten (10) year period shall only apply to any Latent Deflect.

**Laws** shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance, the Americans with Disabilities Act and the Act.

**Material Defect** shall mean any item or component of Phase 2 that: (a) contains a material defect in workmanship or materials; (b) deviates materially from the Final Documents and Drawings; or (c) has not been performed materially in accordance with the terms and conditions of this Agreement.

**Maximum Phase 2 Price** shall mean, subject to change order approved by the City and Developer, Three Million, Six Hundred Sixty-Eight Thousand, Four Hundred Fifty-Two and no/100 Dollars (\$3,668,452.00).

**Non-Compliance Notice** shall mean a written notice from the City to Developer that identifies Material Defects with respect to Phase 2 discovered by the City or the Inspector during a Permitted Inspection and/or the Final Inspection.

**Permitted Change** shall mean any change to a portion of Phase 2, so long as such change: (a) is not inconsistent with the Final Documents and Drawings; (b) does not result in Phase 2 containing structurally flawed elements; (c) does not make it unlikely, impracticable, or impossible for Developer to complete Phase 2, or any component thereof, by the applicable date set forth in the approved Construction Schedule; and (d) does not result in an increase in the Construction Budget.

**Permitted Inspection** shall mean, as applicable, an inspection by the Inspector of any item or component of Phase 2 when deemed to be necessary or appropriate by any of the City Bodies and/or the Inspector, in either of their sole discretion.

**Phase 1** shall mean completing construction of the westside sewer line project.

**Phase 2** shall mean the eastside sewer project as depicted in design plan file titled "6824 Fishers Metro Airport Sanitary Sewer \_ East Leg \_ 06012023" that includes extending sewers ranging in size from 8" – 12" from Structure 11 to Structure 50, full-depth structural backfill under roadway crossings on the proposed Andretti site, and an additional 120 LF of full-depth structural backfill for a future road on the airport property.

**Phase 2 Costs** shall mean the actual cost to design, develop, order, obtain, construct, complete, and transfer Phase 2, fund other soft costs, fees, and expenses incurred by Developer in connection

with the foregoing or otherwise completing its other obligations under the Installment Purchase Agreement and this Agreement.

**Phase 2 Purchase Price** shall mean an amount equal to the total amount disbursed pursuant to the Installment Purchase Agreement, which amount shall not exceed the Maximum Phase 2 Price.

**Project** shall mean, collectively, (a) Phase 2, (b) completing the Phase 2 Design and Bid and (c) constructing and transferring Phase 2 pursuant to the construction drawings, construction schedule and construction budget for Phase 2.

**Project Site** shall have the meaning ascribed to it in the RFPQ and is generally depicted on **Exhibit G**.

**Required Permits** shall mean all permits, licenses, approvals, and consents required by the Laws for construction and use of Phase 2.

**Shared Savings** shall mean that for every One Dollar (\$1.00) that Phase 2 is completed less than the Maximum Phase 2 Price, City shall receive eighty percent (80%) and Developer shall receive twenty (20%) of such savings; provided, however, that the City shall receive one hundred percent (100%) of any remaining allowances, including, without limitation, any portion of the Contingency. The Shared Savings shall be determined upon completion of Phase 2, and Developer shall submit a Disbursement Request (as described in the Installment Purchase Agreement) for its portion of the Shared Savings.

**Substantial Completion** shall mean the later of the date that the City certifies that Phase 2 is substantially complete in compliance with all Laws, this Agreement, and the Required Permits subject only to minor punchlist items that do not interfere with the use or operation and use thereof.

### **ARTICLE III. OBLIGATIONS OF THE PARTIES/TERM**

**3.01 The City's Obligations.** The City shall: (a) schedule and participate in Construction Meetings; (b) pay the Phase 2 Purchase Price to Developer pursuant to the Installment Purchase Agreement, which Purchase Price shall be paid in full on or prior to the Closing; (c) accept the Bill of Sale on the Closing Date; (d) execute and perform the Ancillary Agreements, including, without limitation, the Installment Purchase Agreement; (e) upon properly submitted applications by Developer, review and issue the City's development and permit applications necessary to complete Phase 2, including, whenever possible, coordinating with Developer to lower costs by issuing interim, partial, and/or conditional approvals to allow project critical activities to occur while reserving final approval of less critical activities to the extent allowed by the Laws; (f) within thirty (30) days of receipt of any Disbursement Request, review and pay any portions of such request that are not in dispute; (g) timely review requests for use of Contingency pursuant to Section 10.08; and (h) perform its other obligations set forth herein.

**3.02. Developer's Obligations.** Developer shall: (a) schedule and participate in Construction Meetings; (b) complete Phase 2 consistent with this Agreement; (c) maintain and operate Phase 2 pursuant to Section 7 of the Installment Purchase Agreement, (d) upon payment of the Purchase Price, convey Phase 2 pursuant to the Bill of Sale; (e) execute and perform the Ancillary

Agreements, including, without limitation, the Installment Purchase Agreement; (f) reach Substantial Completion of Phase 2 as required by the Construction Schedule; (g) at least but not more frequently than monthly submit Disbursement Requests as required by the Installment Purchase Agreement; (h) submit requests for use of Contingency to the City Contact pursuant to Section 10.08; and (i) perform its other obligations set forth herein.

**3.03 Term.** This Agreement shall take effect on the Effective Date and shall remain in effect until the earliest of (a) Closing, or (b) the termination of this Agreement as provided herein (the “Term”). Notwithstanding the foregoing or anything contained herein to the contrary, any provision that by its terms specifically survives termination shall continue in full force and effect as specified.

## **ARTICLE IV. REPRESENTATIONS AND WARRANTIES**

### **Section 4.01. By Developer**

a. Required Permits. Developer has determined that that it (i) obtained; or (ii) shall be able to obtain all Required Permits.

b. Ancillary Agreements. Developer has approved the form and substance of all Ancillary Agreements.

c. Authority. Developer represents and warrants to each City Body that: (i) Developer is an Indiana limited liability company duly existing and validly formed under the laws of the State of Indiana; (ii) Developer shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iii) Developer has the authority: (y) to enter into this Agreement; and (z) to perform its obligations hereunder, (iv) Developer has been duly authorized by proper action: (y) to execute and deliver this Agreement; and (z) to perform its obligations hereunder; and (v) this Agreement is the legal, valid, and binding obligation of Developer; (vi) neither Developer nor any party affiliated with Developer has engaged or dealt with any real estate broker or agent in connection with Phase 2 or this transaction and no such person or entity is entitled to claim a commission or fee in connection with this Agreement by, through, or as a result of, the acts or omissions of Developer or any party affiliated with Developer.

d. Non-Discrimination. Developer, for itself, agrees that during the completion of Phase 2, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Developer will state, in all solicitations or advertisements for employees placed by or on behalf of Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

e. E-Verify. All terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq.*, Developer covenants to enroll in and

verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Effective Date. Within ten (10) days after the Effective Date, Developer shall execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program; and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Developer shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Developer and delivered to the City's authorized representative.

f. Control. Developer is and shall be liable for ensuring that all subcontractors, employed by or contracting with Developer to complete all or any portion the obligations or responsibilities included in this Agreement, fully comply with the terms included herein.

#### **Section 4.02. By the City.**

a. Ancillary Agreements. The City has approved the form and substance of all Ancillary Agreements.

b. Statutory Procedure. The City has completed or shall complete all procedures required by Laws to undertake the obligations contemplated hereunder; and all requisite public bodies shall have approved this Agreement and authorized the performance of the City's obligations hereunder.

c. No Violation. This Agreement and compliance with the terms hereof are not in violation of any applicable Laws.

d. Purchase Proceeds. As of the Closing Date, the City Bodies, using commercially reasonable efforts, shall have: (i) taken all action necessary and prudent to procure and expend the funds necessary to satisfy the Phase 2 Purchase Price and accept transfer of Phase 2; and (ii) demonstrated that such funds shall be sufficient to satisfy the Phase 2 Purchase Price.

e. Authority. The City represents and warrants to Developer that: (i) it shall not enter into any contracts or undertakings or take any action or fail to take action that would limit, conflict with, or constitute a breach of this Agreement; (ii) the City is a municipal corporation organized and existing under the laws of the State of Indiana; (iii) subject to the necessary proceedings required by law relating to funding the purchase of Phase 2, it has the power: (a) to enter into this Agreement; and (b) to perform its obligations hereunder; (iv) it has been duly authorized by proper action: (A) to execute and deliver this Agreement; and (c) to perform its obligations hereunder, (v) this Agreement is the legal, valid, and binding obligation of it; and (vi) it has not engaged or dealt with any real estate broker or agent in connection with Phase 2 or this transaction and no such person or entity is entitled to claim a commission or fee in connection with this transaction or otherwise by, through, or as a result of, the acts or omissions of the City.

## ARTICLE V. CONSTRUCTION & INSPECTION

**Section 5.01. Compliance with Final Documents and Drawings and Laws.** At all times, Developer shall complete Phase 2 consistent with the Final Documents and Drawings (subject to Section 5.02) and the Laws, and any failure to so complete shall be deemed a violation of and a default under this Agreement.

**Section 5.02. Change Orders.** If Developer or the City desires to make any changes to the Final Documents and Drawings, schedule or price, then Developer, on its behalf or at the direction of the City, shall submit a Change Order Request acceptable to it to the City for review and approval. Within ten (10) days after the City receives the Change Order Request, the City shall deliver to Developer written notice that it approves or rejects the Change Order Request; provided that: (a) the City shall not withhold its approval unreasonably; and (b) if the City rejects all or any part of the Change Order Request, then such notice shall: (i) specify the part or parts that the City is rejecting; and (ii) include the specific basis for such rejection. If the City approves a Change Order Request, then the City and Developer shall execute a Change Order. Notwithstanding anything to the contrary set forth herein: (y) Developer shall not be required to obtain the approval of the City with respect to a Permitted Change; and (z) a Change Order with respect to a Permitted Change shall be effective if executed only by Developer; provided that, with respect to a Permitted Change, Developer shall submit a copy of the Change Order to the City for its review prior to the execution and implementation thereof. Changes to the Final Documents and Drawings that are not identified in a Change Order approved by the City, other than Permitted Changes in a Change Order submitted to the City for review in accordance with the foregoing, shall not be deemed a Permitted Change and shall constitute an Event of Default hereunder. Notwithstanding the foregoing, for any Change Order that Developer reasonably determines will change the Construction Schedule, Developer shall request in writing a review period shorter than ten (10) days, and the (A) City shall respond within the requested time-frame; and (B) Construction Schedule shall automatically and without further action of the parties be amended to add the number of days necessary to complete the change documented in the Change Order.

**Section 5.03. Permits.** Developer acknowledges that any reviews or approvals obtained in connection with the Scoping Services completed pursuant to this Agreement are in addition to, and not in lieu of, any plan review or Required Permits required under applicable Laws for the completion of Phase 2 hereunder, including, without limitation, any permits required as a result of Change Orders. Prior to commencing Phase 2, Developer shall obtain Required Permits with respect to Phase 2 that are available prior to commencement and shall obtain the remainder of the Required Permits upon availability. The City shall use reasonable efforts to assist Developer in its efforts to obtain the Required Permits. Developer acknowledges that City Bodies cannot (and do not) guarantee that Developer will be able to obtain the Required Permits.

**Section 5.04. Completion.** Developer shall complete Phase 2: (A) in a good and workmanlike manner that allows for construction to timely proceed; (B) in accordance with the Final Documents and Drawings (as modified by any Change Orders); and (C) in compliance with the Laws.

Additionally, Developer shall continue work on the Phase 2 Design Build so that the Project can be completed by or before \_\_\_\_\_.

**Section 5.05. Fee Waiver.** The City shall waive or pay all City Fees related to completion of Phase 2, if applicable.

**Section 5.06. Permitted Inspection.** At any time during completion of Phase 2, the City may perform a Permitted Inspection. Within seven (7) business days after a Permitted Inspection, the City may deliver to Developer a Non-Compliance Notice. If the City timely delivers a Non-Compliance Notice, then Developer shall correct, or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice, except and to the extent that any such Material Defects previously have been accepted, or deemed to have been accepted, by the City. Notwithstanding anything to the contrary set forth herein, all items or components of Phase 2 with respect to which no Material Defects are identified in a timely Non-Compliance Notice shall be deemed to be accepted by the City, subject to Latent Defects.

**Section 5.07. Final Inspection.** If Developer delivers to the City a written request for a Final Inspection, then, on or before the later of the date that is ten (10) business days after: (a) receipt of such request; or (b) the date specified in such request as the Substantial Completion date; the City shall: (i) conduct the Final Inspection; and (ii) deliver a Non-Compliance Notice (if applicable) to Developer. Upon receipt of a Non-Compliance Notice, Developer shall correct or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice. All then-completed items or components of Phase 2 with respect to which no Material Defects or punchlist items are identified in a timely Non-Compliance Notice shall be deemed to be accepted by the City, subject to any later discovery of Latent Defects. All Material Defects and punchlist items shall be promptly completed; and, upon correction of all Material Defects and completion of punchlist items identified in the Non-Compliance Notice, the applicable work shall be deemed completed (subject to Section 5.09). Upon: (y) correction of all Material Defects identified in the Non-Compliance Notice; or (z) deemed acceptance pursuant to this Section 5.07; the City shall have no further inspection rights except to ensure compliance by Developer with the Required Permits and as permitted by the Laws.

**Section 5.08. Failure to Cure.** If Developer fails to cure any item in a Non-Compliance Notice or any Latent Defect identified in writing by City, in each case, within thirty (30) days of the receipt of such notice, then City, in addition to any other right or remedy provided herein (and regardless of any Cure Period provided herein), shall be entitled to Five Hundred and no/100 Dollars (\$500.00) per day from Developer for each day after the expiration of such 30-day period that any defective items in any (i) Non-Compliance Notice remain incomplete; or (ii) other notice of any Latent Defect remain incomplete; provided that, if such Material Defect or Latent Defect is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for Developer to remedy such Material Defect or Latent Defect (not to exceed sixty (60) days) so long as Developer commences to remedy such Material Defect or Latent Defect within the thirty (30)

day period and thereafter continuously and diligently pursues such remedy to completion. Notwithstanding the foregoing, the parties expressly acknowledge and agree that Developer may petition the City for an alternative resolution (other than that provided in this Section 5.08) for items subject to Cure or for Latent Defects, and the City, exercising commercially reasonable judgment and in its sole discretion, shall determine whether such an alternative resolution is acceptable.

**Section 5.09. Cure of Defects.** Upon receipt of a Non-Compliance Notice, the City and Developer shall agree when and how Developer shall remedy the Material Defect or Latent Defect that is the subject of the Non-Compliance Notice in such manner and at such times as to minimize disruption (to the extent commercially reasonable) to the operation of Phase 2.

**Section 5.10. Latent Defects.** Notwithstanding anything to the contrary set forth herein, no acceptance, or deemed acceptance, by the City pursuant to this Article V shall be applicable with respect to any Latent Defects. Upon discovery of any Latent Defects by the City, the City shall promptly provide a Non-Compliance Notice thereof to Developer that shall trigger the cure procedure set forth in Section 5.08. Developer shall be responsible for all costs incurred in correcting or remedying Latent Defects of which it receives notice within the Latent Defect Period. Developer shall be released from all liability with respect to Latent Defects of which it receives notice after the expiration of the Latent Defect Period. This Section 5.10 shall survive termination of this Agreement.

**Section 5.11. General; Testing.** In the case of a Permitted Inspection or the Final Inspection, the parties shall: (a) comply with all Laws of which such party has been informed that have been established for personnel present on the Project Site; and (b) coordinate the inspections so that the inspections do not interfere with the completion of Phase 2. The City and Developer each shall have the right to accompany, and/or have its construction manager accompany, the inspecting party during any Permitted Inspection and/or the Final Inspection. Notwithstanding anything to the contrary set forth herein, to the extent the City, in the exercise of its reasonable discretion, requires any sampling or testing (e.g., concrete testing) as part of a Permitted Inspection and/or Final Inspection: (y) the deadline for the City's issuance of a Non-Compliance Notice shall be deemed extended to five (5) business days following the City's receipt of a complete and final set of such test or sample results; and (z) the applicable dates in the Construction Schedule shall likewise be extended.

**Section 5.12. No Waiver of Police Power.** The foregoing rights in favor of the City shall be in addition to, and not in lieu of, any rights and remedies the City may have under this Agreement or applicable Laws; and nothing set forth herein shall be deemed to waive any authority, right, remedy, or power vested in any of the City Bodies under applicable Laws.

**Section 5.13. Insurance/Bonds.** For a period of six (6) months from the Closing Date, Developer shall maintain the policies of insurance described on **Exhibit H**, and until Phase 2 has been conveyed to the City pursuant to the Bill of Sale, Developer shall maintain the bonds includes in



**Exhibit I.** Each such insurance policy shall: (A) be written by a company reasonably acceptable to the City; and (B) provide that it shall not be modified or canceled without written notice to the City at least thirty (30) days in advance. The policy of general liability insurance required by this Section to be maintained by Developer shall name the City and the Indianapolis Airport Authority as additional insureds. Developer shall deliver to the City proof of the required bonds and the certificates of the insurance policies required by this Section 5.13, executed by the insurance company or the general agency writing such policies. Other required coverages may be specified in the Ancillary Agreements.

## **ARTICLE VI. PURCHASE TERMS & CLOSING**

Developer shall convey, and the City shall acquire Phase 2 at the Closing in accordance with the terms and conditions of the Installment Purchase Agreement. The Closing shall occur at such time as mutually agreed by the parties, but in no event later forty-five (45) days from the date for Substantial Completion included in the Construction Schedule.

## **ARTICLE VII. DEFAULT**

**Section 7.01 Event of Default.** It shall be an Event of Default:

- a. If any party fails to perform or observe any term or condition of this Agreement to be performed or observed by it: (i) with respect to the obligation to pay money, if such failure is not cured within ten (10) days after the date on which such payment is due; or (ii) with respect to any other obligation (except for those items addressed in subsections (b) and (c) below), if such failure is not cured within the Cure Period;
- b. Developer (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Contractor's contractual relationship with the City); or (ii) it becomes generally known that Contractor is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise; or
- c. Contractor fails to maintain the requisite professional licenses and approvals to cause the completion of Phase 2.

**Section 7.02 General Remedies.** Whenever an Event of Default occurs, the non-defaulting party may take whatever actions at law or in equity as are necessary or appropriate to: (a) collect any payments due under this Agreement; (b) protect the rights granted to the non-defaulting party under this Agreement; (c) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (d) cure, for the account of the defaulting party, any failure of the

defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting party shall reimburse the non-defaulting party for all such costs and expenses together with interest at the rate of 6% per annum. Notwithstanding anything to the contrary set forth herein, an Event of Default described in Sections 7.01(b) or (c), shall subject this Agreement to immediate termination in the sole discretion of City, a Cure Period shall not apply, and the City shall be solely and exclusively liable for paying for work performed hereunder prior to any such Event of Default.

**Section 7.03 No Exclusive Remedy; Limitation.** No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party in exercising any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a consequence of an Event of Default by such party or otherwise. In the event either party hereto employs an attorney in connection with Claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such Claims. The term "prevailing party" as used in this Agreement shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

## **ARTICLE VIII DELAY**

As a material inducement for and in consideration of the City's obligations herein, Developer has affirmed and hereby guarantees that it can reach Substantial Completion on Phase 2 no later than the date included for Substantial Completion in the Construction Schedule (the "Final Date"), subject to Force Majeure or City-caused delays. Subject to Force Majeure or City-caused delays, if Phase 2 has not reached Substantial Completion within thirty (30) days of the Final Date then City, at Closing, shall receive a credit in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) per day for each day after the Final Date that Phase 2 has not reached Substantial Completion. Moreover, Developer acknowledges that the City will suffer damages if Developer fails to timely achieve the Substantial Completion of Phase 2 as set forth in this Article VIII. Further, Developer acknowledges that the City's damages in the event of such delay or delays will be difficult, if not impossible, to definitely ascertain and quantify. Therefore, Developer agrees that the Two Hundred Fifty and 00/100 Dollars (\$250.00) per day credit is liquidated damages and not a penalty and further waives and relinquishes any claim that the liquidated damages as herein

provided are a penalty. For the avoidance of doubt, this Article XIII shall not be subject to the right to Cure.

## **ARTICLE IX. INDEMNIFICATION & ASSIGNMENT**

**Section 9.01. By Developer.** Developer shall indemnify and hold harmless City Bodies from and against any and all Claims arising from or connected with: (a) breaches by Developer under contracts to which Developer is a party, to the extent that such contracts relate to the performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (b) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (c) the negligence or willful misconduct of Developer or any party acting by, under, through, or on behalf of Developer; (d) Developer suffering or causing the filing of any mechanic's or materialmen's lien against the Project Site, Phase 2 or any adjacent property owned by City Bodies not caused by a failure of the City to timely pay Phase 2 Purchase Price; or (e) the breach by Developer of any term or condition of this Agreement or any Ancillary Agreement. Notwithstanding the foregoing, each City Body and any party acting by, under, through, or on behalf of such City Body shall be financially responsible for its own gross negligence or willful misconduct and in no event shall Developer indemnify City Bodies for any Claim arising in connection therewith. Notwithstanding anything to the contrary set forth herein, Developer's obligations under this Section 9.01 shall survive the termination of this Agreement.

**Section 9.02. Assignment.** No party hereto shall assign this Agreement without the prior written approval of the other party; provided that: (a) without the prior written approval of Developer, the City may assign this Agreement to another agency or instrumentality of the City that legally is able to perform the respective obligations hereunder; and (b) without the prior written approval of the City, Developer may assign this Agreement to any entity in which Developer maintains a controlling interest. Notwithstanding any assignment permitted under this Section 9.02, the City or Developer, as the case may, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other party of any assignment shall not release the City or Developer, as the case may be, from such performance; provided that, if the City assigns this Agreement to another agency or instrumentality of the City that: (y) has full power and authority to accept an assignment of this Agreement and carry out the respective obligations hereunder; and (z) expressly assumes all such obligations in writing; then the City shall be released from liability under this Agreement for all obligations to be performed after the date of such assignment and assumption.

## **ARTICLE X. MISCELLANEOUS PROVISIONS**

**Section 10.01. Notice.** Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight

delivery service, with confirmation of receipt, addressed as follows: to the City at 1 Municipal Drive, Fishers, Indiana 46038, Attn: Scott Fadness, Mayor, with a copy to: Jennifer Messer (via email) at [jennifermesserlaw@gmail.com](mailto:jennifermesserlaw@gmail.com); and to GM Development Companies LLC at 8561 N CR 175 E., Springport, IN 47386, Attn: Greg Martz. Either party may change its address for notice from time to time by delivering notice to the other party as provided above.

**Section 10.02. Authority.** Each undersigned person executing this Agreement on behalf of the City and Developer represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of the City and Developer, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement duly have been authorized by the City and Developer, respectively.

**Section 10.03. Force Majeure.** Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the party asserting Force Majeure shall deliver written notice thereof to the other party as soon as reasonably practical; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

**Section 10.04. Merger.** All prior agreements, understandings, and commitments between the parties regarding Phase 2 are hereby superseded, terminated, and merged herein, and shall be of no further force or effect.

**Section 10.05. Termination/Costs.** In the event of the termination of this Agreement by City on or before Closing, City shall compensate Developer for work accepted pursuant to the Installment Purchase Agreement prior to any Event of Default or termination, Developer shall transfer pursuant to a bill of sale (substantially similar to the Bill of Sale) those portions of Phase 2 for which it has been compensated, and the City and shall have no further liability to Developer, except for claims timely and properly made in accordance herewith and unresolved at the time of compensation as set forth hereunder.

**Section 10.06 Negotiation.** Except as otherwise provided herein, each party shall bear its own costs in connection with negotiation and performance of this Agreement.

**Section 10.07. Miscellaneous.** Subject to Section 9.02, this Agreement shall inure to the benefit of, and be binding upon, the City and Developer, and their respective successors and assigns. This Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal

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

**Section 10.08. Contingency.** Contingency shall be exclusively utilized for additional, unanticipated costs of work within the Maximum Phase 2 Price. Contractor shall be required to obtain approval from the City for any usage of the Contingency. Such approval shall be sought via email addressed to [Hatem](mailto:Hatem) Mekky (mekkyh@fishers.in.us), Jeremy Schmitt (schmittj@fishers.in.us) and Jennifer Messer (jennifercmesserlaw@gmail.com) (each a “City Contact”). A City Contact shall approve or disapprove with written specificity each such request within two (2) business days of receipt of such request or the request for use of Contingency shall be deemed approved.

**Section 10.09. Exhibits.** The following exhibits are attached hereto and incorporated herein as if fully set forth:

- Exhibit A: Bill of Sale
- Exhibit B: Clarifications & Exclusions
- Exhibit C: Construction Budget
- Exhibit D: Construction Drawings

Exhibit E: Construction Schedule  
Exhibit F: Installment Purchase Agreement  
Exhibit G: Project Site  
Exhibit H: Insurance

*[signatures on following pages]*

IN WITNESS WHEREOF, the City and Developer have executed this Fishers Wastewater Line Build Operate Transfer Agreement as of the day and year first written above.

**“CITY”**

**CITY OF FISHERS, INDIANA**

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

**“DEVELOPER”**

**GM DEVELOPMENT COMPANIES LLC**

By: \_\_\_\_\_  
Gregory W. Martz, Sole Member



**Exhibit A**  
**Bill of Sale**  
*[included on following pages]*

## BILL OF SALE

This Bill of Sale (this “Bill of Sale”), dated as of \_\_\_\_\_ (the “Effective Date”), is by and between GM Development Companies LLC, an Indiana limited liability company (“Developer”), and the City of Fishers, Indiana, by and through its Board of Public Works and Safety (the “City”) as follows:

### RECITALS

**WHEREAS**, Developer and City have entered into that certain Installment Purchase Agreement, dated as of \_\_\_\_\_, 2023 the (“Purchase Agreement”), pursuant to which, among other things, Developer has agreed to sell, assign, transfer and convey to City, upon the terms and conditions set forth therein, that certain Phase 2, as defined therein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Developer hereby sells, assigns, transfers and conveys to City, and City hereby accepts, as of the date hereof, in accordance with and subject to the terms of the Purchase Agreement, all of Developer’s right, title and interest in and to Phase 2 (as defined therein).

2. Conflict. This Bill of Sale is subject to all the terms and conditions of the Purchase Agreement, including without limitation all representations and warranties and indemnities. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and provisions of this Bill of Sale and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

**IN WITNESS WHEREOF**, this Bill of Sale has been duly executed and delivered by the duly authorized representatives of City and Developer as of the Effective Date.

**DEVELOPER:**

GM DEVELOPMENT COMPANIES LLC

By: \_\_\_\_\_  
Gregory W. Martz, Sole Member

**CITY:**

CITY OF FISHERS, INDIANA

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

## **Exhibit B**

### **Clarifications and Exclusions**

Phase 2 will be completed in accordance with the Agreement. In recognition of the mutual benefits of the design-assist process, it is an expectation that the details of the scope of work will change as key design decisions are made with related Phase 2 project savings.

#### **Phase 2:**

##### **Scope of Work:**

1. The proposal is based upon the file "6824 Fishers Metro Airport Sanitary Sewer\_ East Leg\_ 06012023" received on Monday, June 5th.
2. The scope includes extending an 8"-12" sewer from Structure 11 to Structure 50.
3. Pricing includes full depth structural backfill only under roadway crossings with an additional 120 LF of full depth for a future road.

##### **Base Price Proposed:**

1. Bowen has included Supply and install of approximately 3,750 LF of 12" SDR 26 PVC Pipe
2. Bowen has included Supply and install of approximately 1,400 LF of 12" SDR 21 PVC Pipe
3. Bowen has included Supply and install of approximately 950 LF of 10" SDR 26 PVC Pipe
4. Bowen has included Supply and install of approximately 140 LF of 8" SDR 26 PVC Pipe
5. Bowen has included Supply and install of structures 29 through 50
6. Bowen has included Supply and install of temporary SWPP per the provided documents.
7. Bowen has included Supply and install of temporary access road from Hague Road to station 115+00, and a laydown yard

##### **Proposal Clarifications and Exceptions:**

1. Bowen has assumed the site will be accessible from Hague Road through the Andretti property for all Bowen equipment, deliveries, and dump trucks.
2. All work is to be performed in one mobilization. Bowen has not accounted for additional mobilizations needed for sequencing work with other on-site construction activities.
3. All existing fence material will be re-used to the maximum extent possible while maintaining security for the airport.
4. All state and regulatory permits are to be provided by others. Bowen will acquire all local permits as required.
5. Pricing does not include costs for acquiring rights-of-ways, temporary and permanent easements.
6. Bowen has not included any cost related to crop damage/loss for farm field work within the easements.
7. Bowen has excluded the cost for the relocation of existing utilities which may conflict with this project.
8. Neither removal nor treatment of contaminated soils and groundwater, if encountered, has been included.
9. Rock excavation and/or demolition of rock of any kind, if encountered, has not been included.
10. The above price is based upon the assumption that the work will be performed during normal working hours (8 hours per day – approximate start/end time 7:00 AM and 5:00 PM). Holiday, weekend, and overtime costs are not included in the base price.
11. This proposal is valid for 30 days.

## Exhibit C Construction Budget

### Exhibit C - Construction Budget

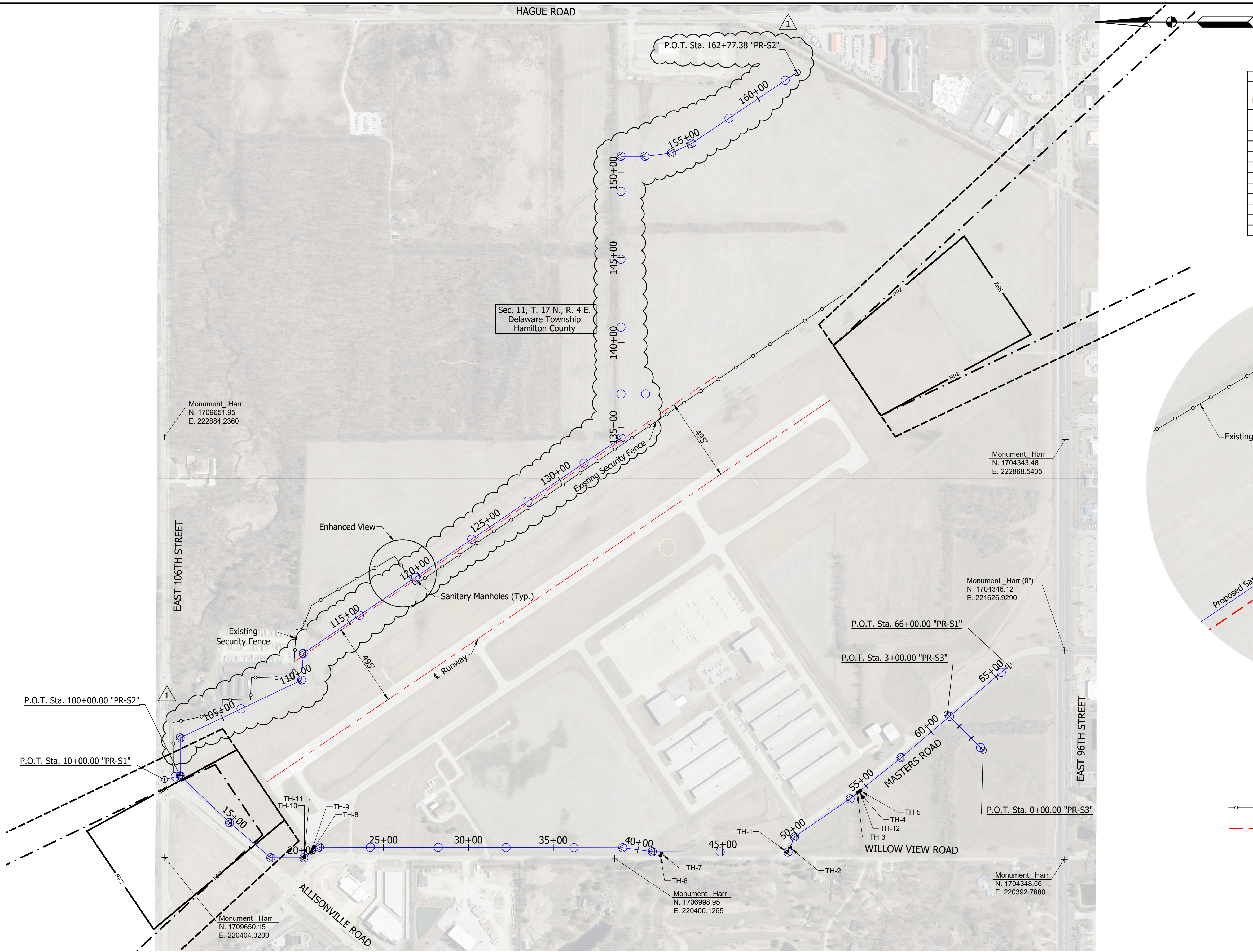
|                                    |                                      |    |              |    |   |    |                    |
|------------------------------------|--------------------------------------|----|--------------|----|---|----|--------------------|
| <b>Phase Two (East Leg):</b>       |                                      |    |              |    |   |    |                    |
| 6.01                               | Mobilization                         | \$ | 183,422.00   | \$ | - | \$ | 183,422.00 0.00%   |
| 6.02                               | Construction Engineering/Supervision | \$ | 425,000.00   | \$ | - | \$ | 425,000.00 0.00%   |
| 6.03                               | Submittals                           | \$ | 100,000.00   | \$ | - | \$ | 100,000.00 0.00%   |
| 6.04                               | Bonds and Insurance                  | \$ | 65,000.00    | \$ | - | \$ | 65,000.00 0.00%    |
| 6.05                               | General Conditions                   | \$ | 573,429.00   | \$ | - | \$ | 573,429.00 0.00%   |
| 7.00                               | Subsurface Investigation             | \$ | 135,000.00   | \$ | - | \$ | 135,000.00 0.00%   |
| 7.01                               | Hauling and Dump Fees                | \$ | 550,000.00   | \$ | - | \$ | 550,000.00 0.00%   |
| 7.02                               | Granular Material                    | \$ | 440,000.00   | \$ | - | \$ | 440,000.00 0.00%   |
| 7.03                               | SWPP                                 | \$ | 85,000.00    | \$ | - | \$ | 85,000.00 0.00%    |
| 7.04                               | Fences and Gates                     | \$ | 35,000.00    | \$ | - | \$ | 35,000.00 0.00%    |
| 7.05                               | Landscaping                          | \$ | 47,970.00    | \$ | - | \$ | 47,970.00 0.00%    |
| 8.00                               | Underground Pipe Material            | \$ | 300,000.00   | \$ | - | \$ | 300,000.00 0.00%   |
| 8.01                               | Manhole Material                     | \$ | 150,000.00   | \$ | - | \$ | 150,000.00 0.00%   |
| 8.02                               | Sanitary Sewer Installaion           | \$ | 437,060.00   | \$ | - | \$ | 437,060.00 0.00%   |
| 8.03                               | Sewer Testing and Televising         | \$ | 15,000.00    | \$ | - | \$ | 15,000.00 0.00%    |
| 9.00                               | Developer Fee                        | \$ | 5,000.00     | \$ | - | \$ | 5,000.00 0.00%     |
| 9.01                               | CM Fee (3.5%)                        | \$ | 121,571.00   | \$ | - | \$ | 121,571.00 0.00%   |
| 9.02                               | Retainage                            | \$ | -            | \$ | - | \$ | - #DIV/0!          |
| <b>Phase Two (East Leg) Total:</b> |                                      | \$ | 3,668,452.00 | \$ | - | \$ | 3,668,452.00 0.00% |



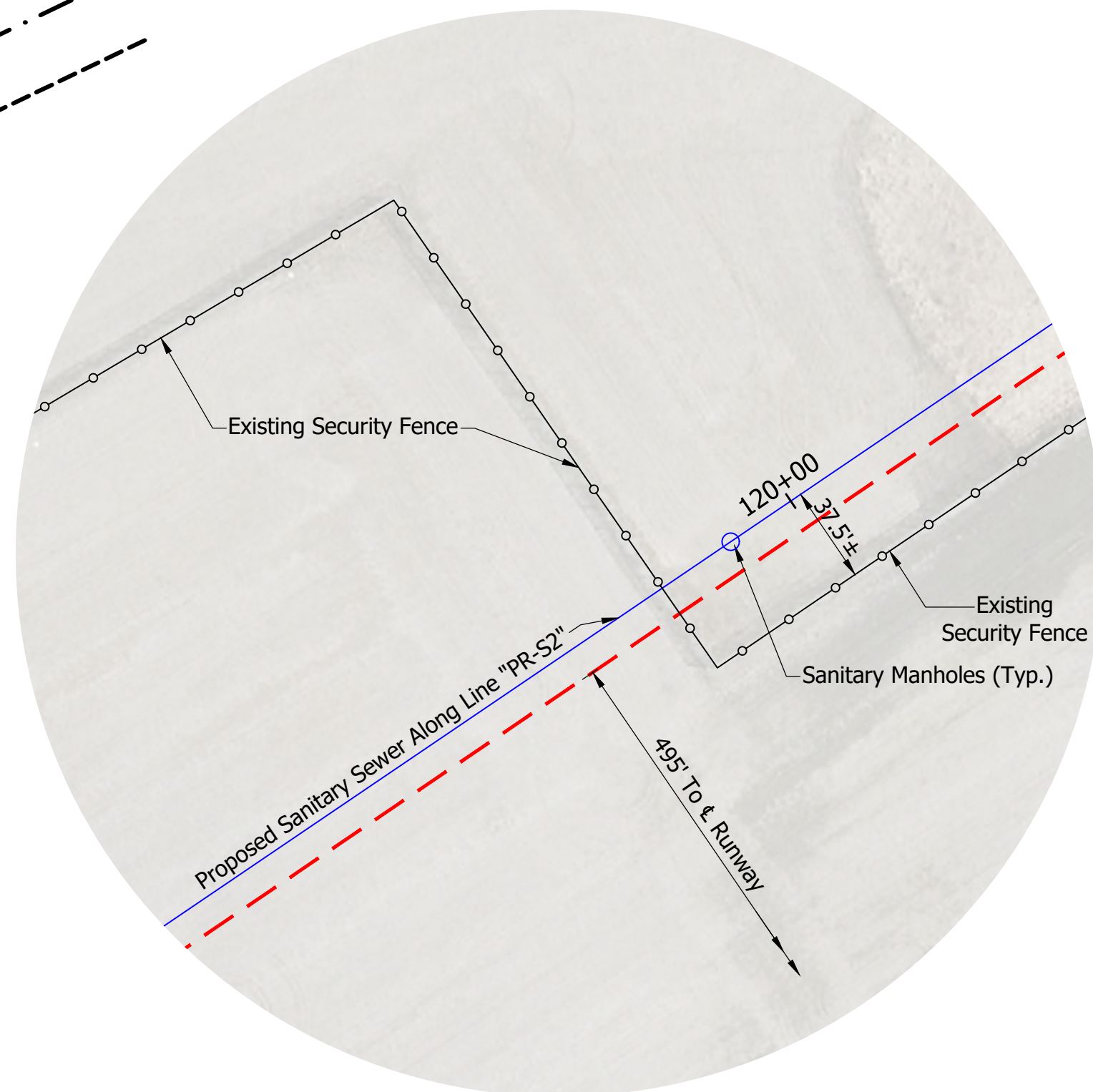
**Exhibit D**  
**Construction Drawings**  
***[separately provided]***



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| UTILITY POT HOLE TABLE |          |        |                               |                      |                             |
|------------------------|----------|--------|-------------------------------|----------------------|-----------------------------|
| POT HOLE NO.           | STATION  | OFFSET | APPROXIMATE SURFACE ELEVATION | TOP OF UTILITY DEPTH | DESCRIPTION                 |
| TH-1                   | 48+80.22 | 0.03'  | 793.32'                       | 1.90'                | Fiber - 2" Innerduct        |
| TH-2                   | 49+15.27 | -0.03' | 792.70'                       | 2.93'                | AT&T - 2" Innerduct         |
| TH-3                   | 54+36.06 | -0.17' | 792.48'                       | 3.85'                | Electric - 1/2" Direct Bury |
| TH-4                   | 54+47.65 | 0.08'  | 792.54'                       | 4.04'                | Gas - 2" Plastic            |
| TH-5                   | 54+56.28 | 0.03'  | 792.61'                       | 3.98'                | (TH-5)- Water - 4" Plastic  |
| TH-6                   | 41+33.15 | 21.39' | 784.45'                       | 3.54'                | AT&T - 2" Innerduct         |
| TH-7                   | 41+40.97 | 10.81' | 784.67'                       | 3.49'                | Electric - 1" Innerduct     |
| TH-8                   | 20+63.04 | 0.09'  | 781.17'                       | 3.07'                | AT&T - 1" Innerduct         |
| TH-9                   | 20+64.52 | -2.04' | 781.26'                       | 2.79'                | Unknown - 4" PVC            |
| TH-10                  | 20+15.61 | -0.35' | 780.91'                       | 2.71'                | AT&T - 1" Innerduct         |
| TH-11                  | 20+15.66 | -2.58' | 780.93'                       | 3.00'                | Unknown - 4" PVC            |
| TH-12                  | 54+53.65 | -0.07' | 792.61'                       | 4.61'                | Water - 12" Ductile Iron    |



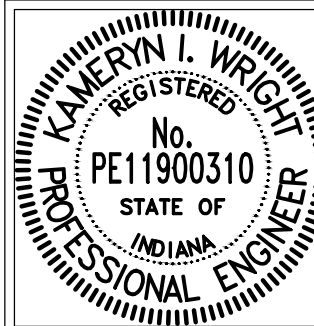
ENHANCED VIEW  
Scale: 1"=50'

- LEGEND
- Existing Security Fence
  - 495' Runway  $\pm$  Offset Line
  - $\pm$  Proposed Sanitary Sewer And Sanitary Manholes

PROJECT INDEX MAP

|                  |    |
|------------------|----|
| HORIZONTAL SCALE |    |
| 1"=300'          |    |
| VERTICAL SCALE   |    |
| N/A              |    |
| SHEET            |    |
| 2                | 33 |
| PROJECT          |    |

1 Revised 5/19/2023  
Revised Line "PR-S2"



RECOMMENDED FOR APPROVAL: *Kameryn Wright* 7/21/2023  
DESIGNED: K. Wright DRAWN: G. Nullner  
CHECKED: M. Chmeliwskyj CHECKED: K. Wright

METRO AIRPORT SANITARY SEWER  
FISHERS INDIANA

Headquarters  
8450 WESTFIELD BLVD., SUITE 300  
INDIANAPOLIS, IN 46240-8302  
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Branch Locations  
FORT WAYNE 260-459-1532  
LOUISVILLE 502-593-1996  
LAFAYETTE 765-423-5602  
MERRILLVILLE 219-769-2333  
PLAINFIELD 317-839-3242  
SOUTH BEND 574-288-5727

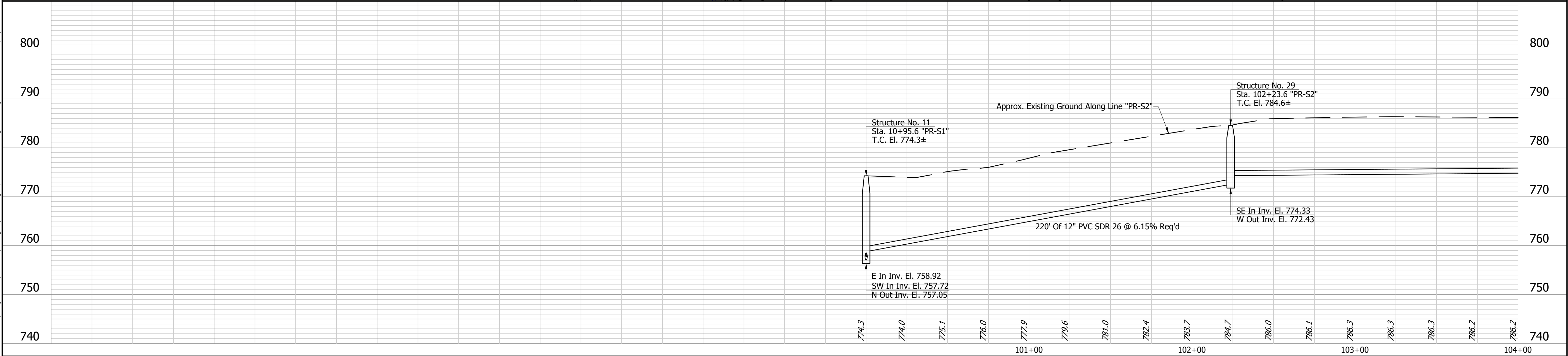
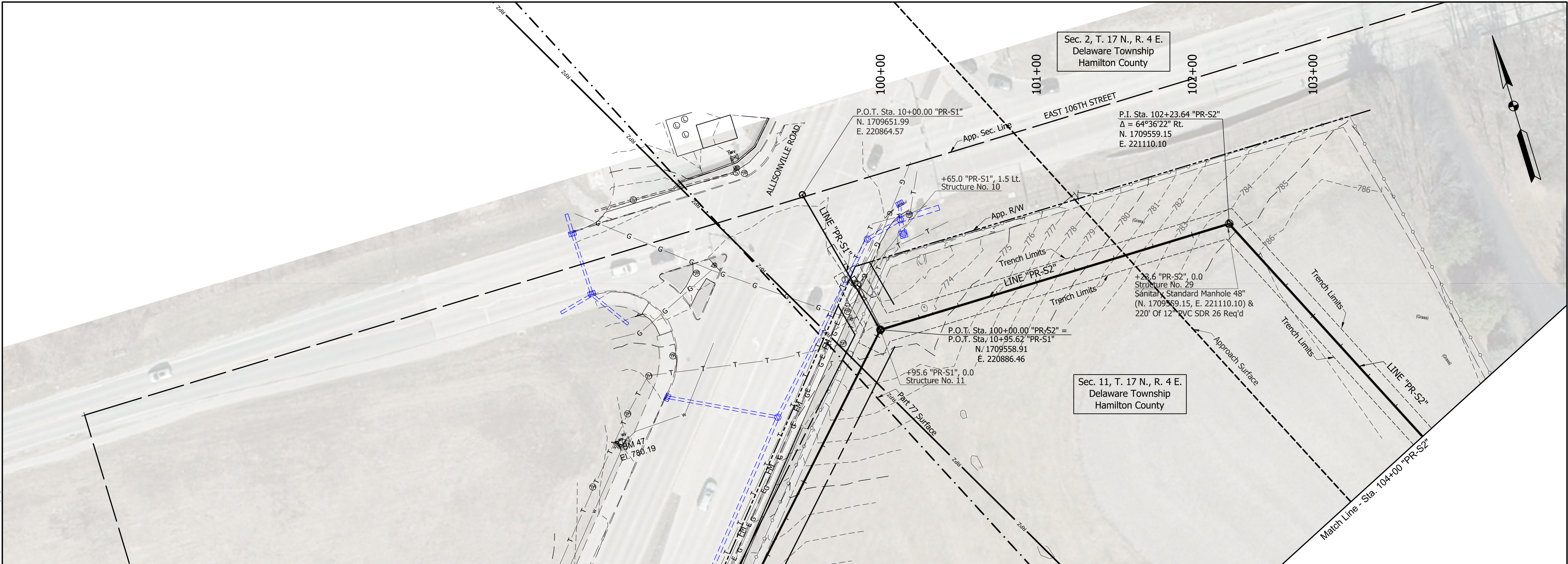
**BF&S**  
CIVIL ENGINEERS

Revised 5/19/2023

Page 297 of 433

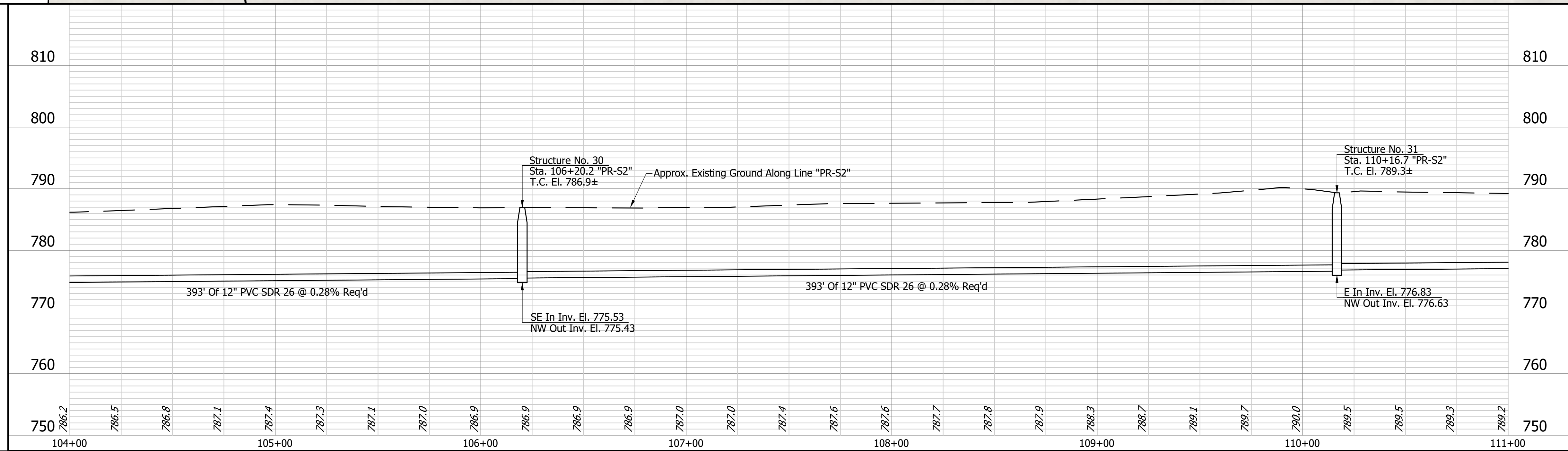
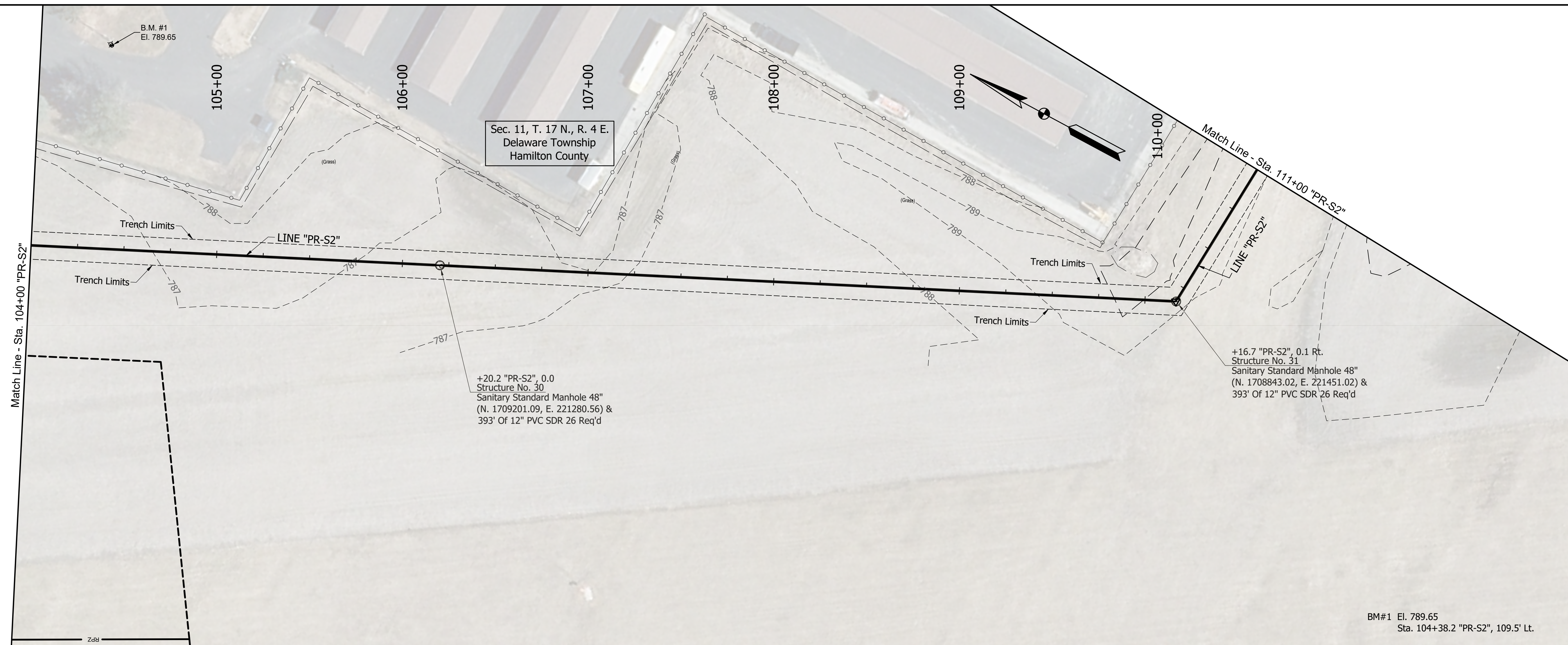


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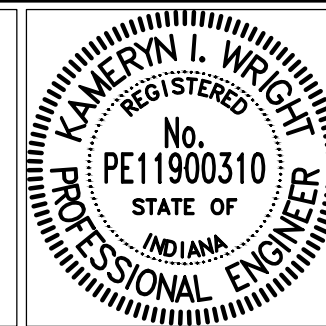


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|--|--|--|--|---------------------------------------------|--|--|--|--------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------|--|
|  |  |  |  | 1 Revised 5/19/2023<br>Revised Line "PR-S2" |  |  |  | RECOMMENDED FOR APPROVAL: <i>Kameron I. Wright</i> 7/21/2023<br>DESIGN ENGINEER DATE |  | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA                                                                                            |  |  |  | HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10' |  |                                                                                                                                                                                     |  |                              |  |
|  |  |  |  |                                             |  |  |  | DESIGNED: K. Wright DRAWN: G. Nullner                                                |  | Headquarters<br>8450 WESTFIELD BLVD., SUITE 300<br>INDIANAPOLIS, IN. 46240-8302<br>TEL 317-713-4616<br>FAX 317-713-4616<br>www.BFSEngr.com |  |  |  |                                                        |  | Branch Locations<br>FORT WAYNE 260-459-1532<br>LOUISVILLE 502-593-1996<br>LAFAYETTE 765-423-5602<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 |  | SHEET<br>14 OF 33<br>PROJECT |  |





1 Revised 5/19/2023  
Revised Line "PR-S2"



RECOMMENDED FOR APPROVAL *Kameryn Wright* 7/21/2022  
DESIGN ENGINEER DATE

DESIGNED: K. Wright DRAWN: G. Nulliner

CHECKED: M. Chmeliwskiy CHECKED: K. Wright

METRO AIRPORT SANITARY SEWER  
FISHERS INDIANA

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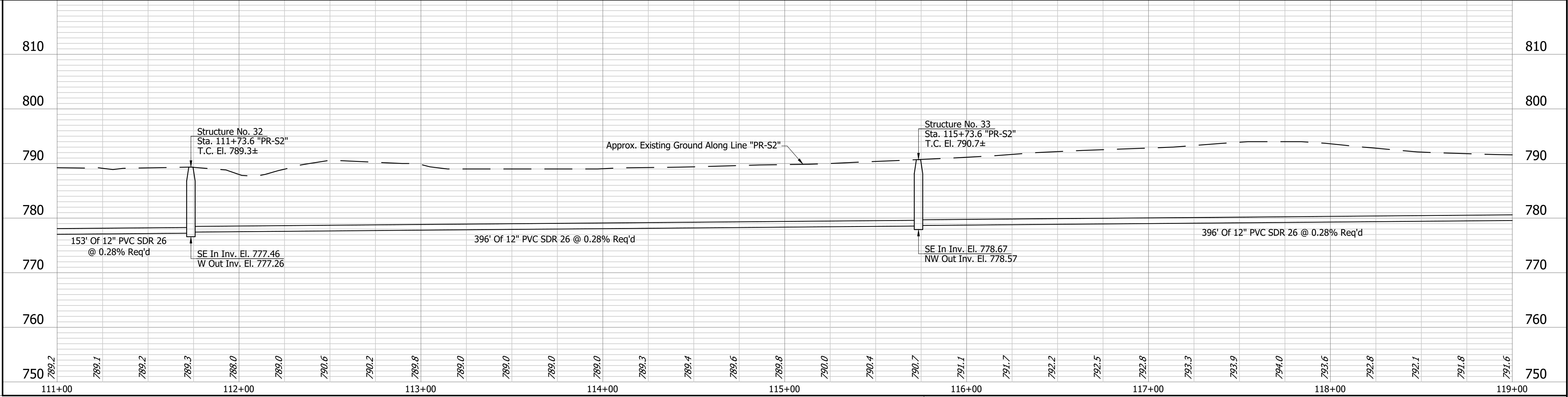
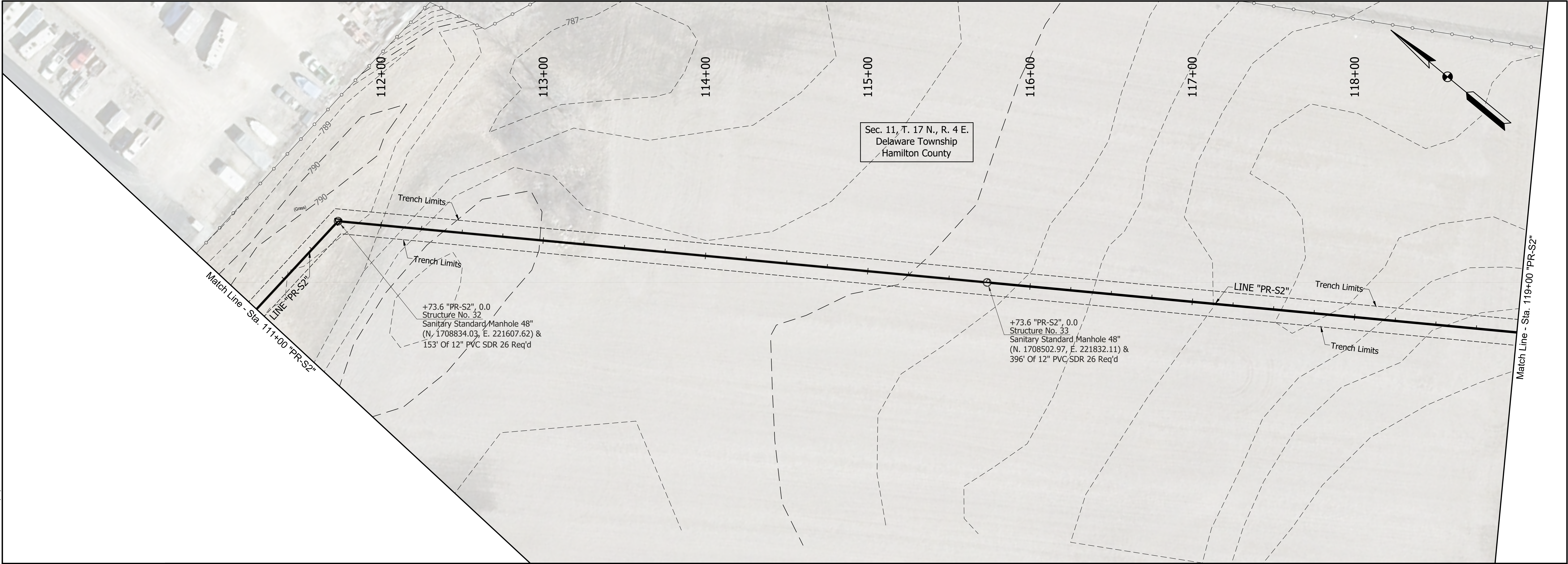
**Branch Locations**

|              |              |
|--------------|--------------|
| FORT WAYNE   | 260-459-1515 |
| LOUISVILLE   | 502-593-1919 |
| LAFAYETTE    | 765-423-5661 |
| MERRILLVILLE | 219-769-2319 |
| PLAINFIELD   | 317-839-3932 |
| SOUTH BEND   | 574-288-5711 |

|                  |    |    |
|------------------|----|----|
| HORIZONTAL SCALE |    |    |
| 1"=30'           |    |    |
| VERTICAL SCALE   |    |    |
| 1"=10'           |    |    |
| SHEET            |    |    |
| 15               | OF | 33 |
| PROJECT          |    |    |



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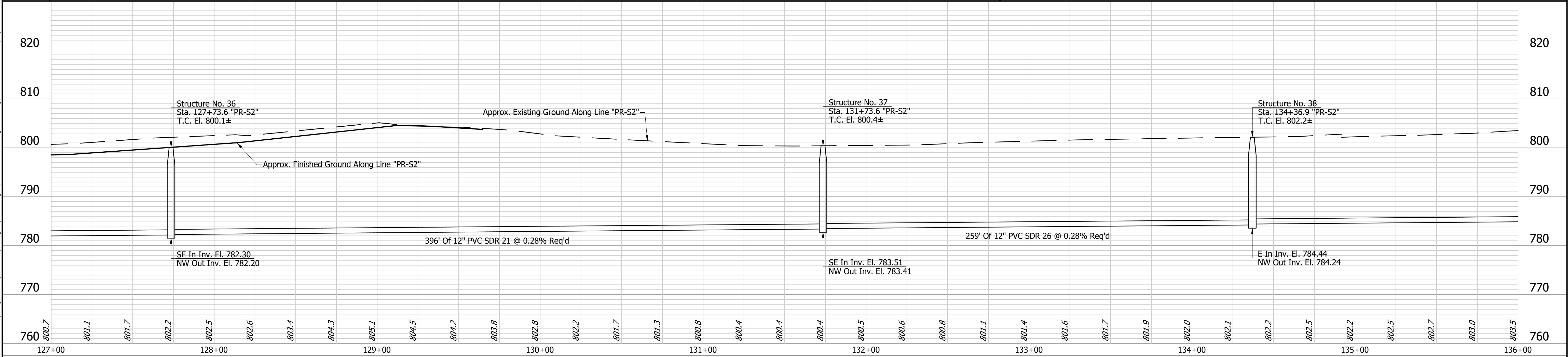
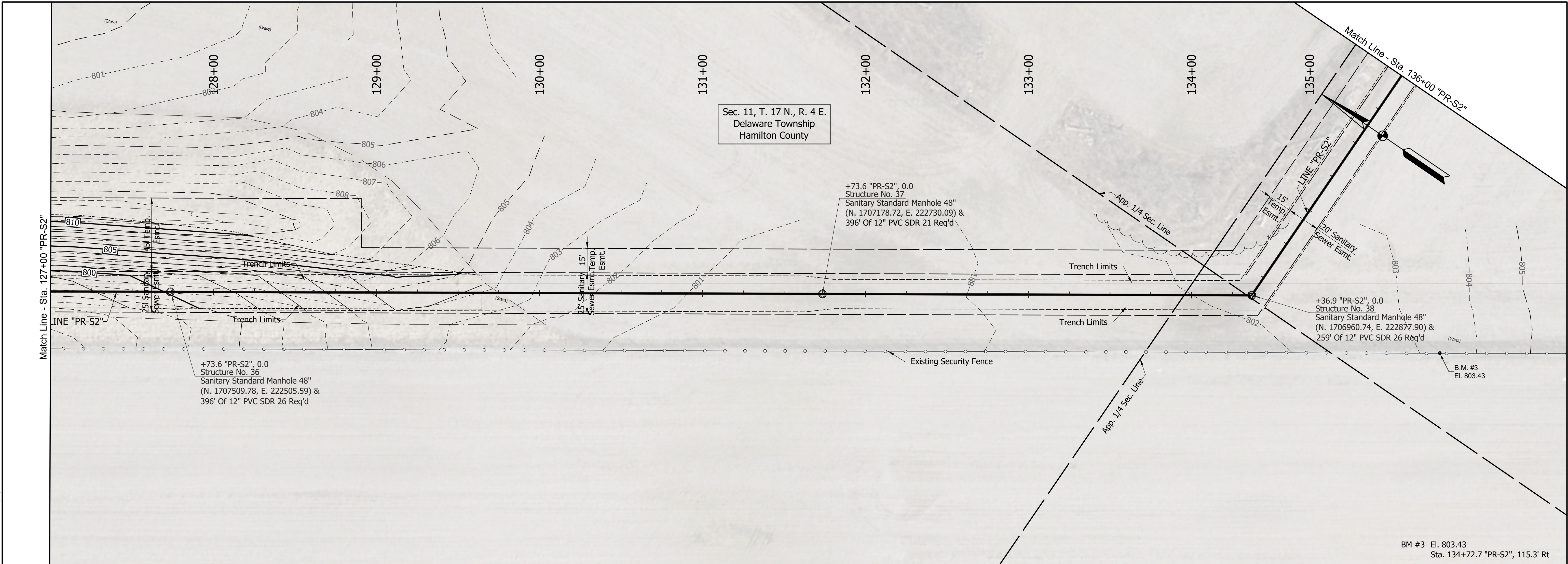
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|  |  |  |  |  |  | 1 Revised 5/19/2023<br>Revised Line "PR-S2" |  |  |  | RECOMMENDED FOR APPROVAL: <i>Kameryn Wright</i> 7/21/2022<br>DESIGN ENGINEER DATE |  | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA |  | <br>Branch Locations<br>FORT WAYNE 260-459-1532<br>LOUISVILLE 502-593-1996<br>LAFAYETTE 765-423-5602<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 |  | HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10'<br>SHEET<br>16 OF 33<br>PROJECT |  |
|  |  |  |  |  |  |                                             |  |  |  |                                                                                   |  |                                                 |  |                                                                                                                                                                                         |  | Revised 5/19/2023                                                                      |  |





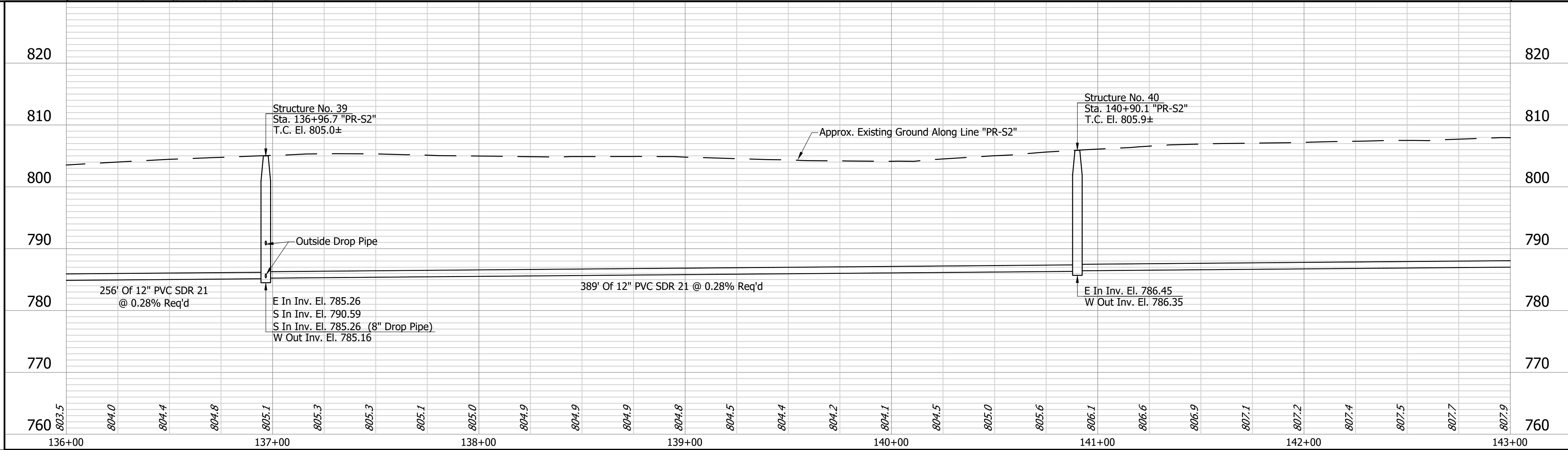
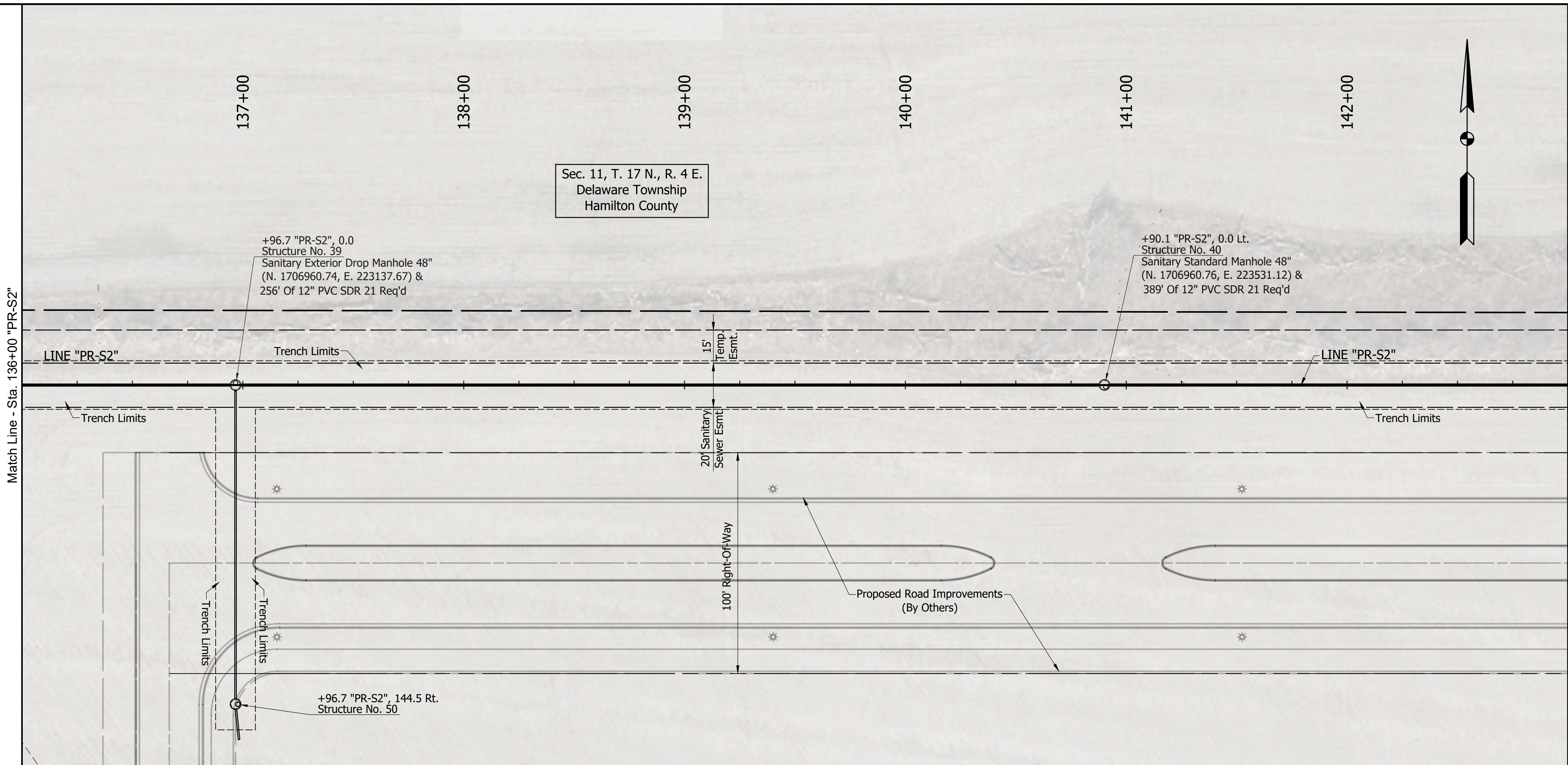


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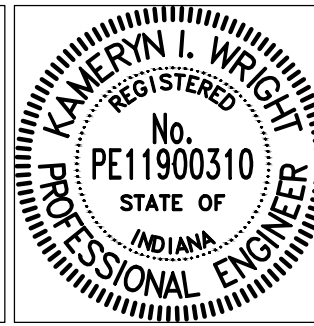


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|  |  |  |  |  | 1 Revised 5/19/2023<br>Revised Line "PR-S2" |  | RECOMMENDED<br>FOR APPROVAL<br><i>Kameryn Wright</i><br>DESIGN ENGINEER<br>DATE 7/21/2023 | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA | <br>Headquarters<br>8450 WESTFIELD BLVD., SUITE 300<br>INDIANAPOLIS, IN. 46240-8302<br>TEL 317-713-4616<br>FAX 317-713-4616<br>www.BFSEngr.com<br>Branch Locations<br>FORT WAYNE<br>LOUISVILLE<br>LAFAYETTE<br>MERRILLVILLE<br>PLAINFIELD<br>SOUTH BEND<br>260-459-1532<br>502-593-1996<br>765-423-5602<br>219-769-2333<br>317-839-3242<br>574-288-5727 | HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10'<br>SHEET<br>18 OF 33<br>PROJECT |
|--|--|--|--|--|---------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|





1 Revised 5/19/2023  
Revised Line "PR-S2"



RECOMMENDED FOR APPROVAL: Kamryn Wright 7/21/2022

DESIGNED:           K. Wright                DRAWN:           G. Nulliner          

CHECKED:           M. Chmeliwskyj                CHECKED:           K. Wright          

METRO AIRPORT SANITARY SEWER  
FISHERS INDIANA

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[www.BFSEngr.com](http://www.BFSEngr.com)

| Branch Locations |              |
|------------------|--------------|
| FORT WAYNE       | 260-459-1532 |
| LOUISVILLE       | 502-593-1996 |
| LAFAYETTE        | 765-423-5602 |
| MERRILLVILLE     | 219-769-2333 |
| PLAINFIELD       | 317-839-3242 |
| SOUTH BEND       | 574-288-5727 |

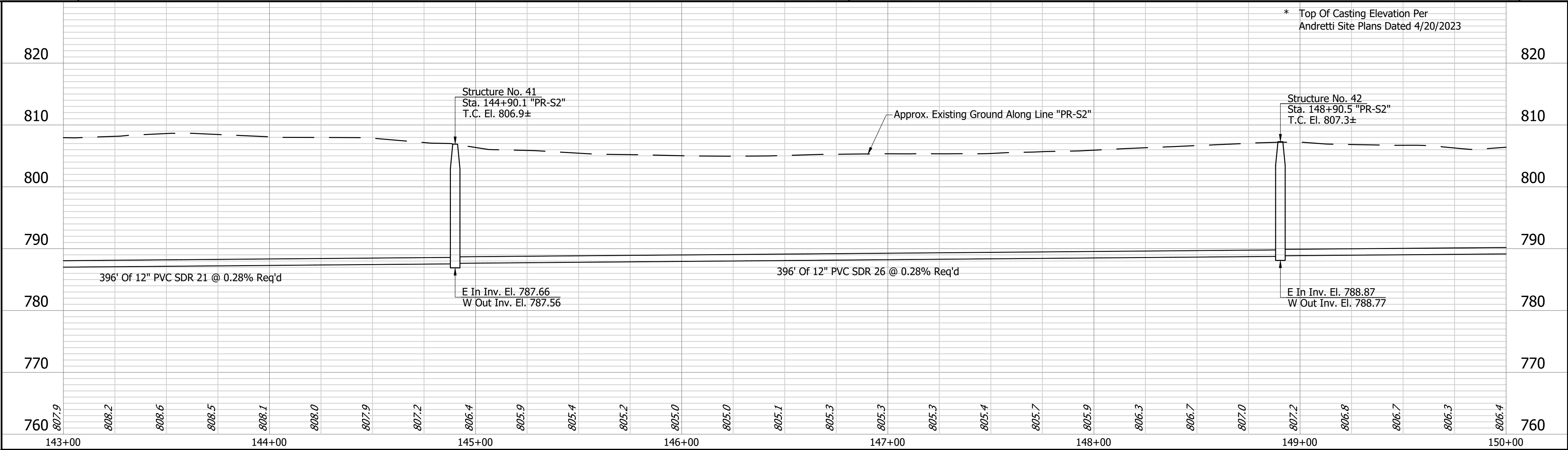
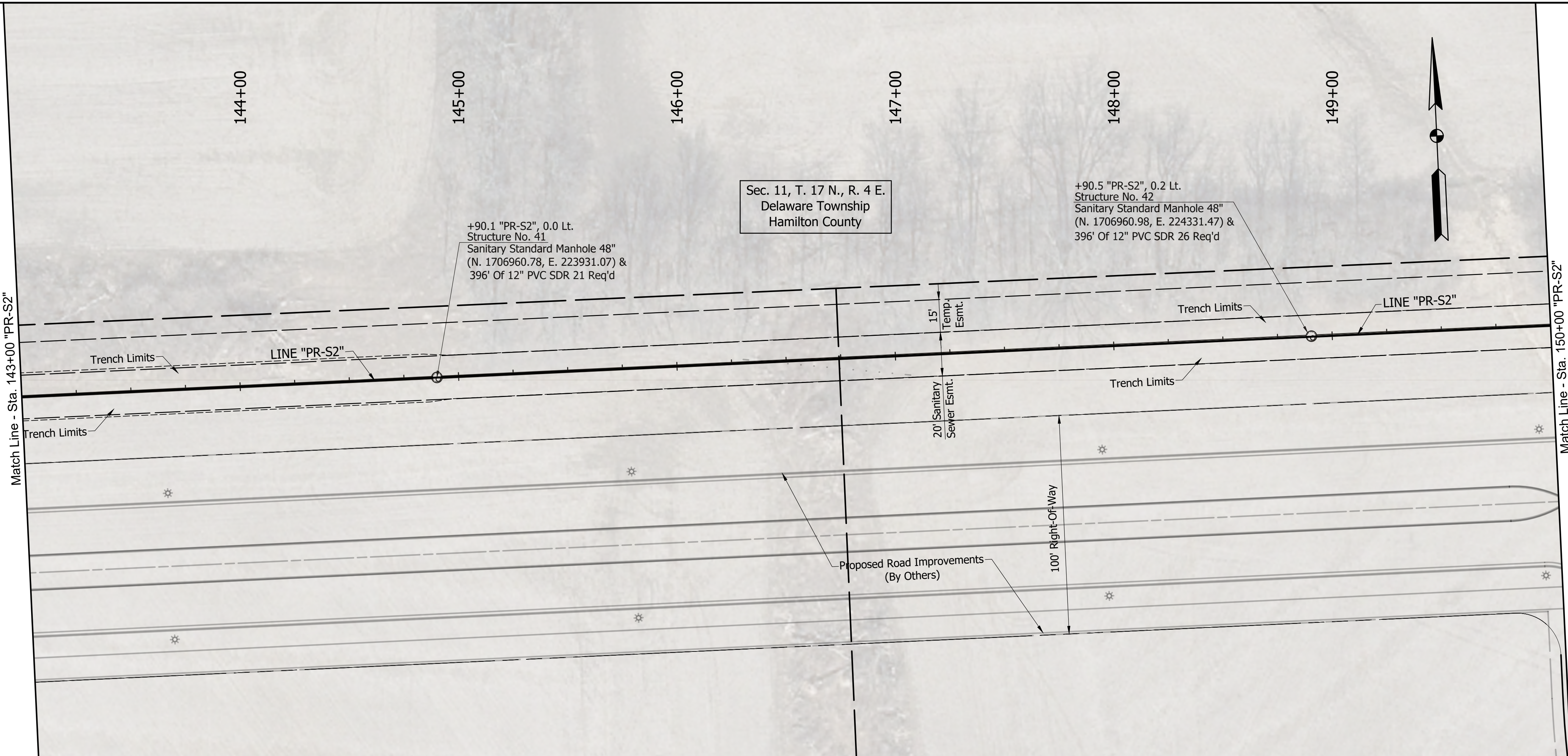
|                  |
|------------------|
| HORIZONTAL SCALE |
| 1"=30'           |
| VERTICAL SCALE   |

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| SHEET   |    |   |
| 19      | OF | 3 |
| PROJECT |    |   |

Revised 5/19/2023



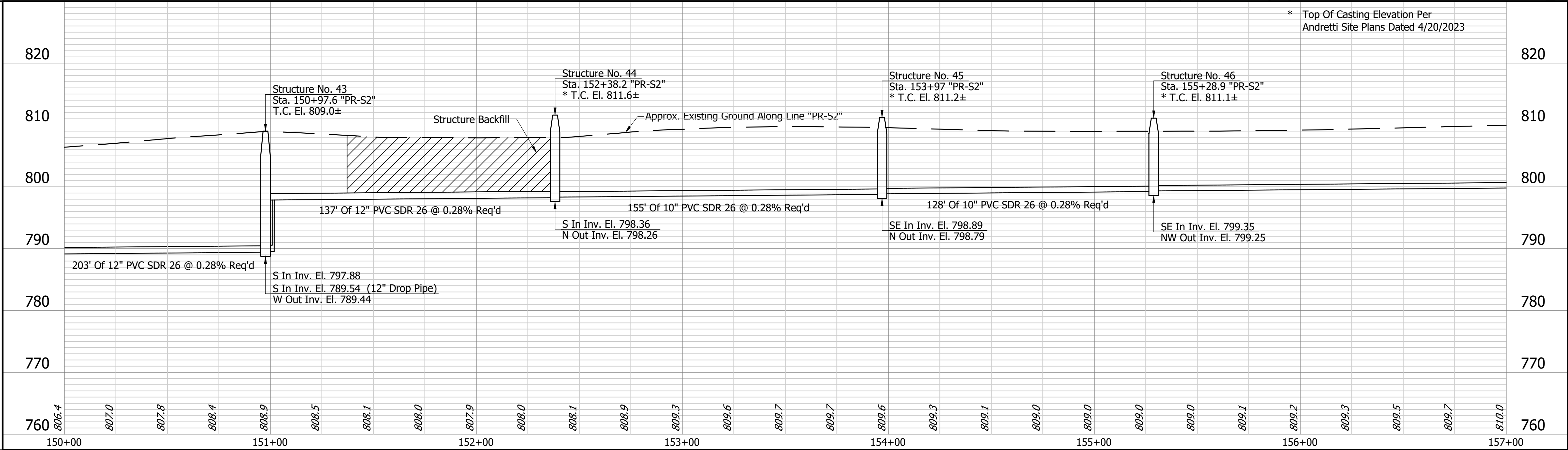
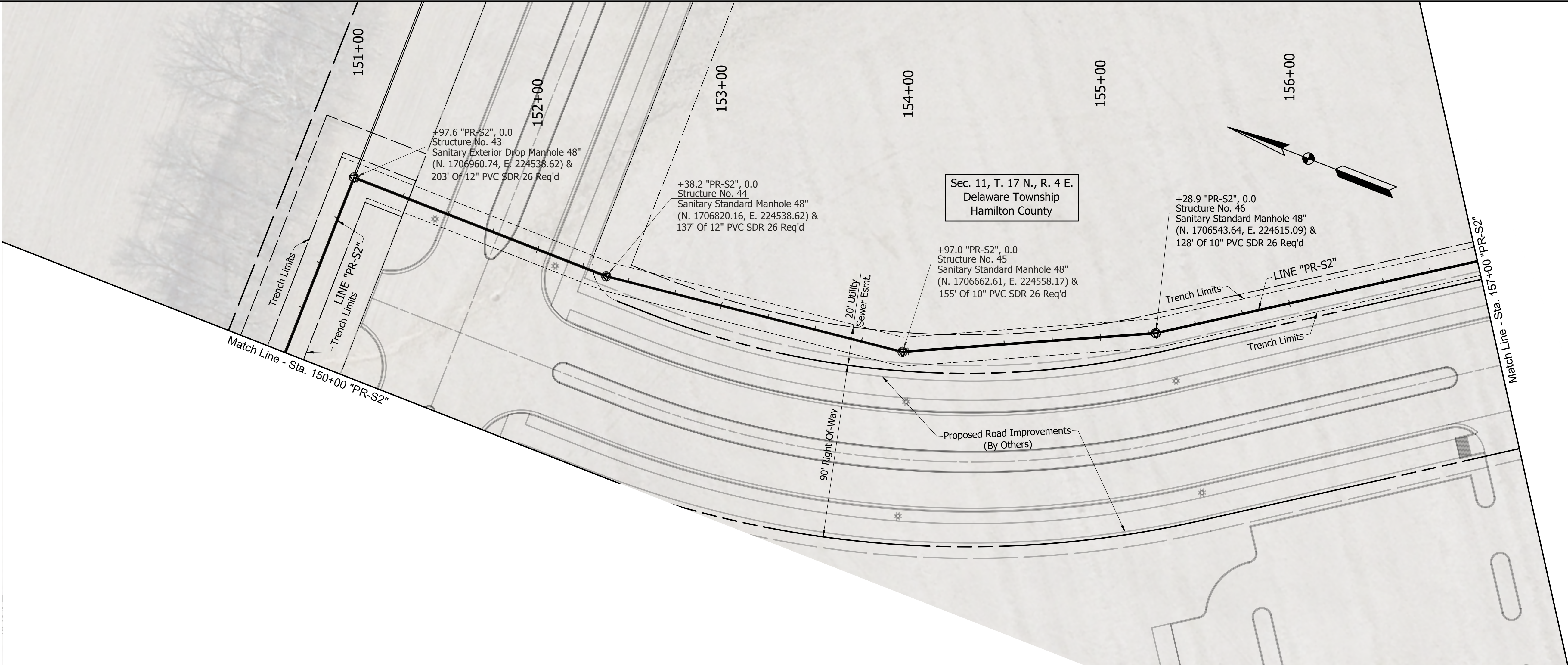
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|  |  |  |  |  | 1 Revised 5/19/2023<br>Revised Line "PR-S2" |  | RECOMMENDED FOR APPROVAL: <i>Kameryn Wright</i> 7/21/2022<br>DESIGN ENGINEER DATE | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA | <br>Branch Locations:<br>FORT WAYNE 260-459-1532<br>LOUISVILLE 502-593-1996<br>LAFAYETTE 765-423-5602<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 | HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10'<br>SHEET<br>20 OF 33<br>PROJECT |
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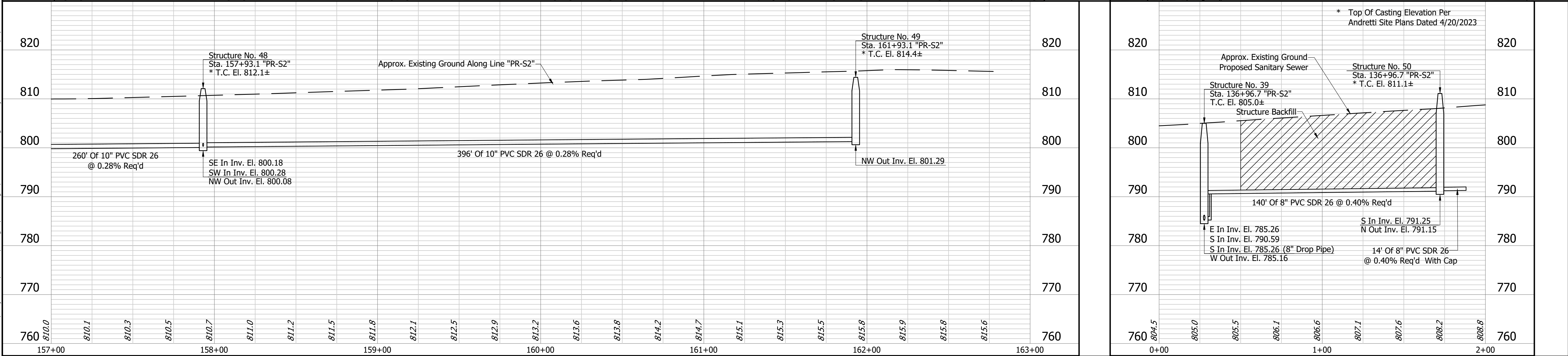
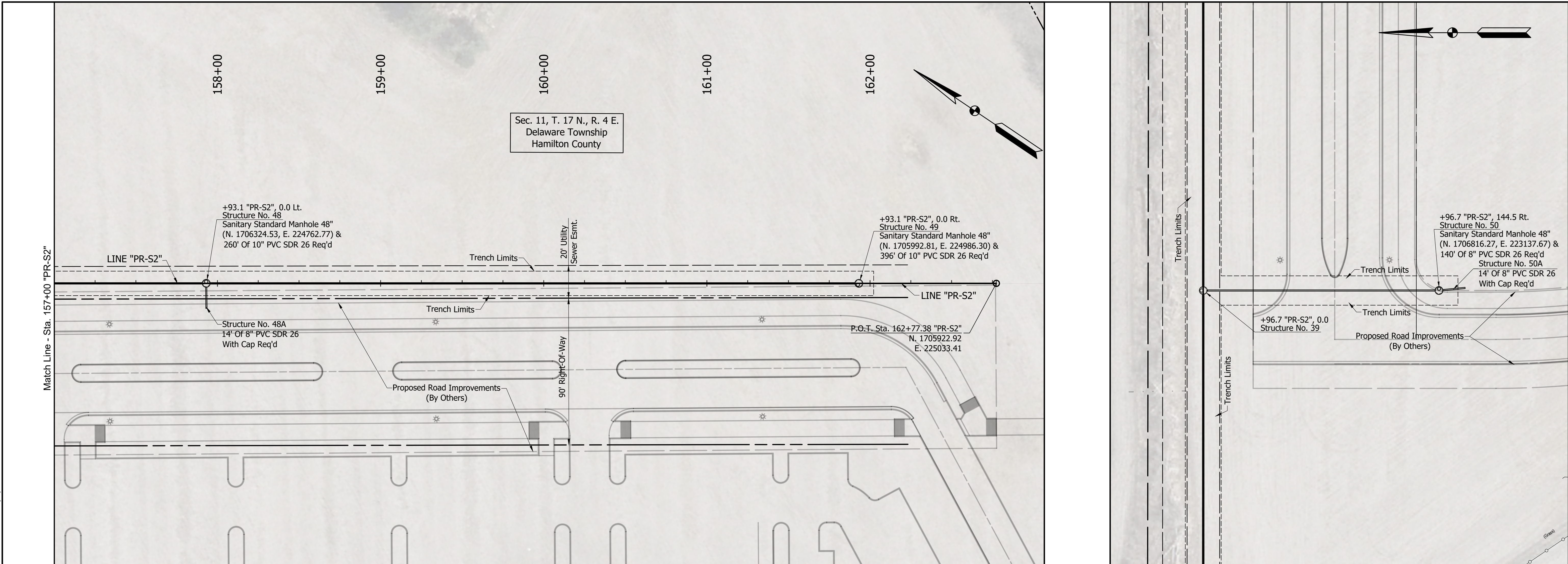
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|  |  |  |  | 1 Revised 5/19/2023<br>Revised Line "PR-S2"<br>Sheet Added To Set |  |  |  | RECOMMENDED FOR APPROVAL: <i>Kameryn Wright</i> 7/21/2022<br>DESIGN ENGINEER DATE |  | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA |  | <br>Branch Locations: FORT WAYNE, LOUISVILLE, LAFAYETTE, MERRILLVILLE, PLAINFIELD, SOUTH BEND. 260-459-1532, 502-593-1998, 765-423-5602, 219-769-2333, 317-839-3242, 574-288-5727 |  | HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10'<br>SHEET<br>20A OF 33<br>PROJECT |  |
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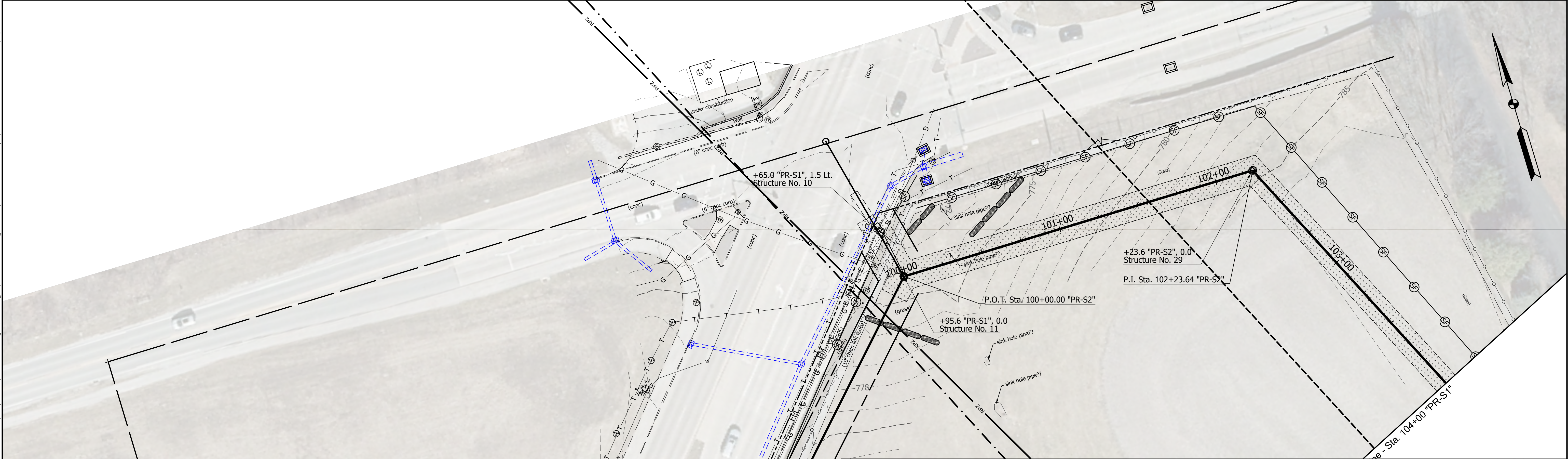
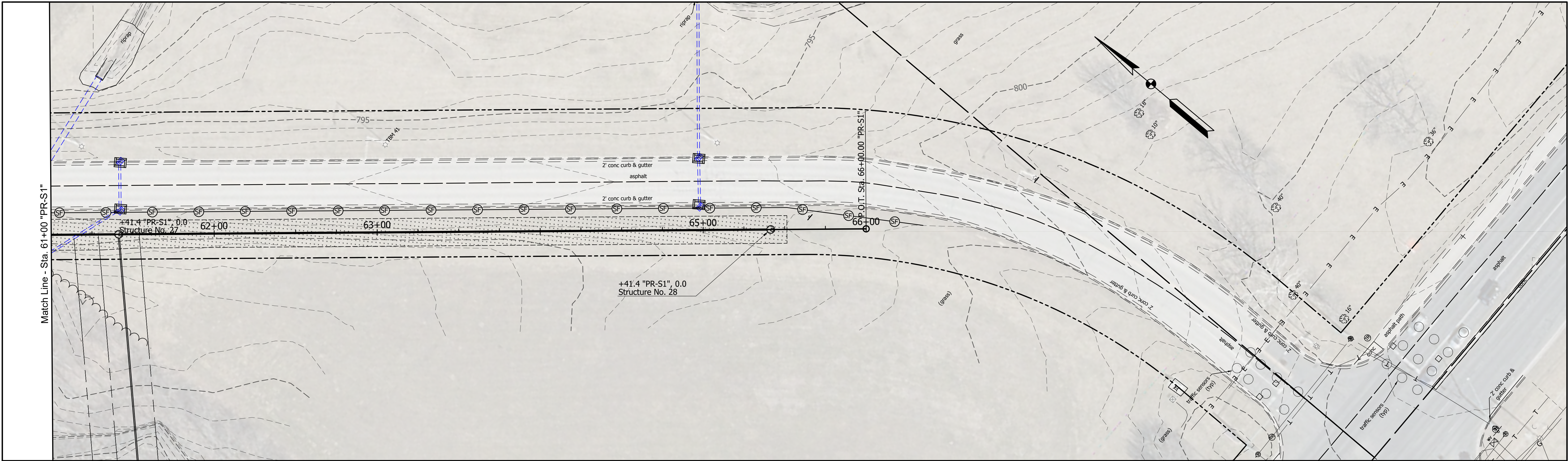
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|                                                                              |  |  |  |                                                                                                                          |  |                                                                                                |  |                                                                                                                                                           |  |                                                                                                                                                                                                      |  |                                            |  |
|------------------------------------------------------------------------------|--|--|--|--------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------|--|
| <div>1</div> Revised 5/19/2023<br>Revised Line "PR-S2"<br>Sheet Added To Set |  |  |  | <div><div>KAMERYN I. WRIGHT<br/>REGISTERED<br/>No. PE11900310<br/>STATE OF INDIANA<br/>PROFESSIONAL ENGINEER</div></div> |  | RECOMMENDED<br>FOR APPROVAL<br><div>Kamryn Wright<br/>DESIGN ENGINEER<br/>DATE 7/21/2023</div> |  | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA                                                                                                           |  | <div>HORIZONTAL SCALE<br/>1"=30'<br/>VERTICAL SCALE<br/>1"=10'</div>                                                                                                                                 |  |                                            |  |
|                                                                              |  |  |  |                                                                                                                          |  | DESIGNED: K. Wright DRAWN: G. Nulliner                                                         |  | <div>Headquarters<br/>8450 WESTFIELD BLVD., SUITE 300<br/>INDIANAPOLIS, IN 46240-8302<br/>TEL 317-713-4615<br/>FAX 317-713-4616<br/>www.BFSEngr.com</div> |  | <div>Branch Locations<br/>FORT WAYNE 260-459-1532<br/>LOUISVILLE 502-593-1996<br/>LAFAYETTE 765-423-5602<br/>MERRILLVILLE 219-769-2333<br/>PLAINFIELD 317-839-3242<br/>SOUTH BEND 574-288-5727</div> |  | <div>SHEET<br/>20B OF 33<br/>PROJECT</div> |  |

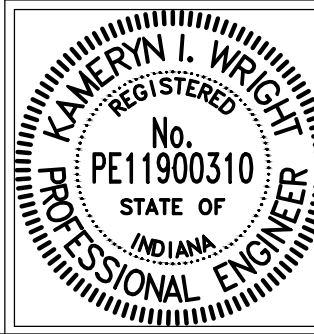


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**LEGEND**

|  |                                   |  |                                           |
|--|-----------------------------------|--|-------------------------------------------|
|  | PERIMETER PROTECTION (SILT FENCE) |  | TEMPORARY INLET PROTECTION                |
|  | MULCH SEEDING                     |  | TEMPORARY FILTER SOCK                     |
|  | EROSION CONTROL BLANKET           |  | Revised 5/19/2023<br>Revised Line "PR-S2" |



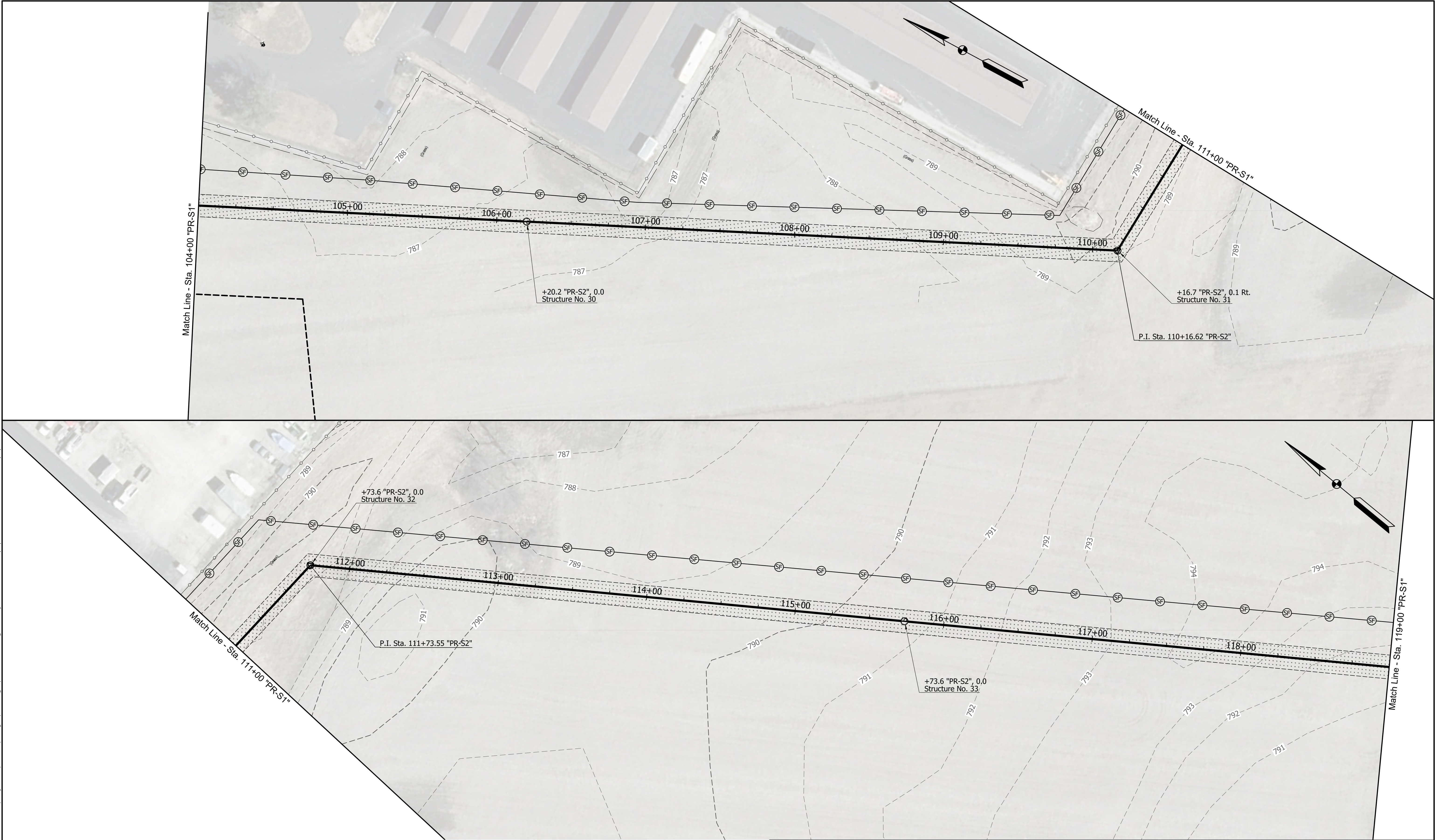
RECOMMENDED FOR APPROVAL: *Kamryn Wright* 6/21/2022  
DESIGN ENGINEER DATE

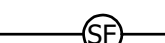
|                         |                         |
|-------------------------|-------------------------|
| DESIGNED: G. Nulliner   | DRAWN: G. Nulliner      |
| CHECKED: M. Chmeliwskij | CHECKED: M. Chmeliwskij |

|                                                                                                                                           |                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA                                                                                           |                                                                                                                                                                                     |
| Headquarters<br>8450 WESTFIELD BLVD., SUITE 300<br>INDIANAPOLIS, IN 46240-8302<br>TEL 317-713-4616<br>FAX 317-713-4616<br>www.BFSEngr.com | Branch Locations<br>FORT WAYNE 260-459-1532<br>LOUISVILLE 502-593-1996<br>LAFAYETTE 765-423-5602<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 |
|                                                                                                                                           |                                                                                                                                                                                     |
| HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10'                                                                                    |                                                                                                                                                                                     |
| SHEET<br>25 OF 33<br>PROJECT                                                                                                              |                                                                                                                                                                                     |

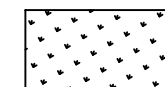


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PERIMETER PROTECTION (SILT FENCE)

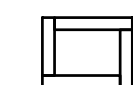


MULCH SEEDING



EROSION CONTROL BLANKET

**LEGEND**



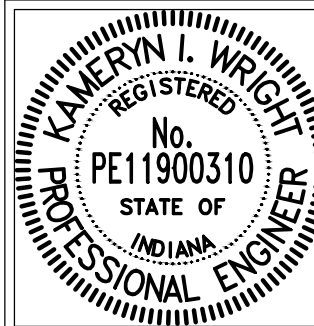
TEMPORARY INLET PROTECTION



TEMPORARY FILTER SOCK



Revised 5/19/2023  
Revised Line "PR-S2"



RECOMMENDED  
FOR APPROVAL

*Kameryn Wright*  
DESIGN ENGINEER

DATE 5/21/2022

DESIGNED: G. Nulliner

DRAWN: G. Nulliner

CHECKED: M. Chmeliwskyj

CHECKED: M. Chmeliwskyj

**METRO AIRPORT SANITARY SEWER  
FISHERS INDIANA**

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**BF&S**  
CIVIL ENGINEERS

Branch Locations  
FORT WAYNE 260-459-1532  
LOUISVILLE 502-593-1996  
LAFAYETTE 765-423-5602  
MERRILLVILLE 219-769-2333  
PLAINFIELD 317-839-3242  
SOUTH BEND 574-288-5727

|                            |       |
|----------------------------|-------|
| HORIZONTAL SCALE<br>1"=30' |       |
| VERTICAL SCALE<br>1"=10'   |       |
| SHEET                      |       |
| 26                         | OF 33 |
| PROJECT                    |       |

BFS NO. 6824

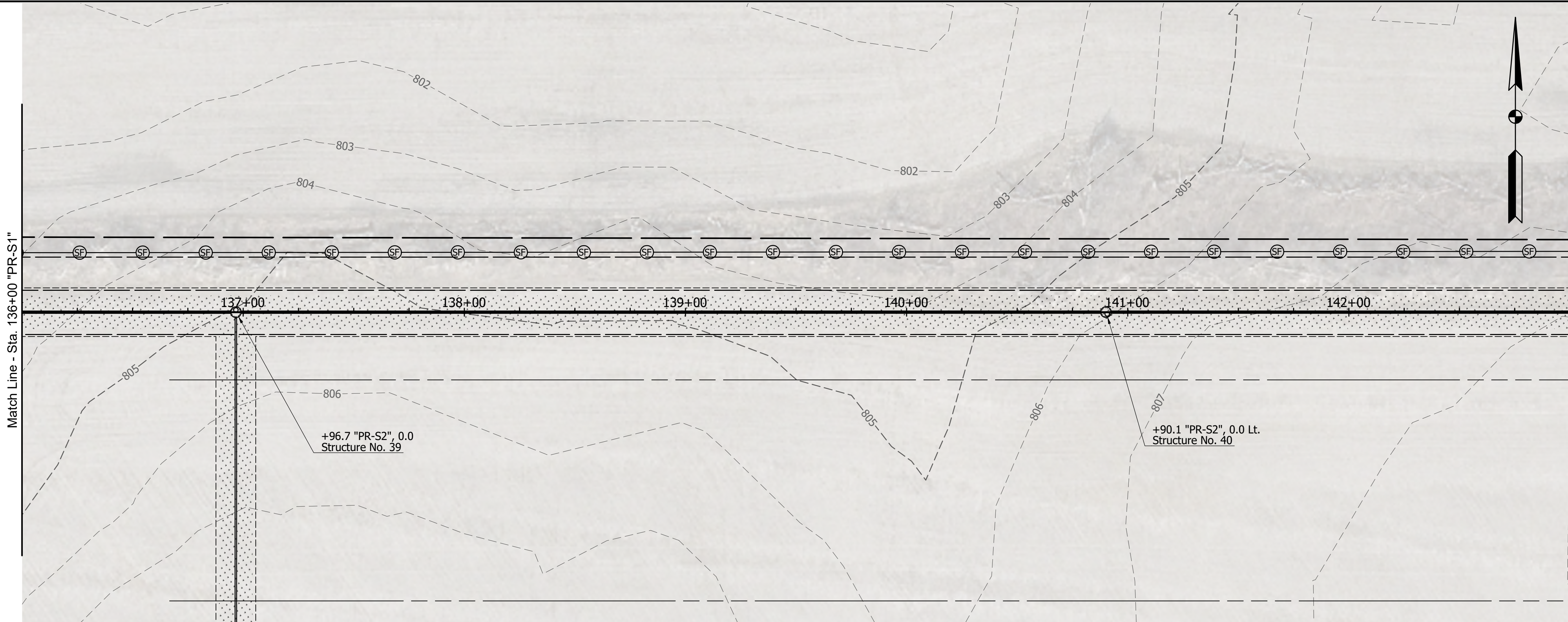
Revised 5/19/2023

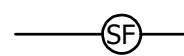




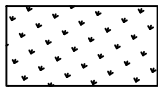


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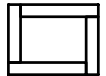
PERIMETER PROTECTION (SILT FENCE)



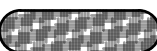
MULCH SEEDING



EROSION CONTROL BLANKET



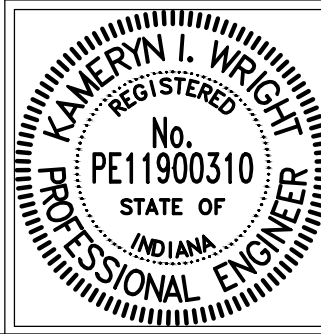
TEMPORARY INLET PROTECTION



TEMPORARY FILTER SOCK



Revised 5/19/2023  
Revised Line "PR-S2"



|                                                                                     |                         |
|-------------------------------------------------------------------------------------|-------------------------|
| RECOMMENDED<br>FOR APPROVAL <i>Kameryn Wright</i><br>DESIGN ENGINEER DATE 5/21/2022 |                         |
| DESIGNED: G. Nulliner                                                               | DRAWN: G. Nulliner      |
| CHECKED: M. Chmeliwskyj                                                             | CHECKED: M. Chmeliwskyj |

METRO AIRPORT SANITARY SEWER  
FISHERS INDIANA

  
CIVIL ENGINEERS

Headquarters  
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INDIANAPOLIS, IN. 46240-8302  
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574-288-5727

HORIZONTAL SCALE  
1"=30'

VERTICAL SCALE  
1"=10'

SHEET  
28 OF 33

PROJECT

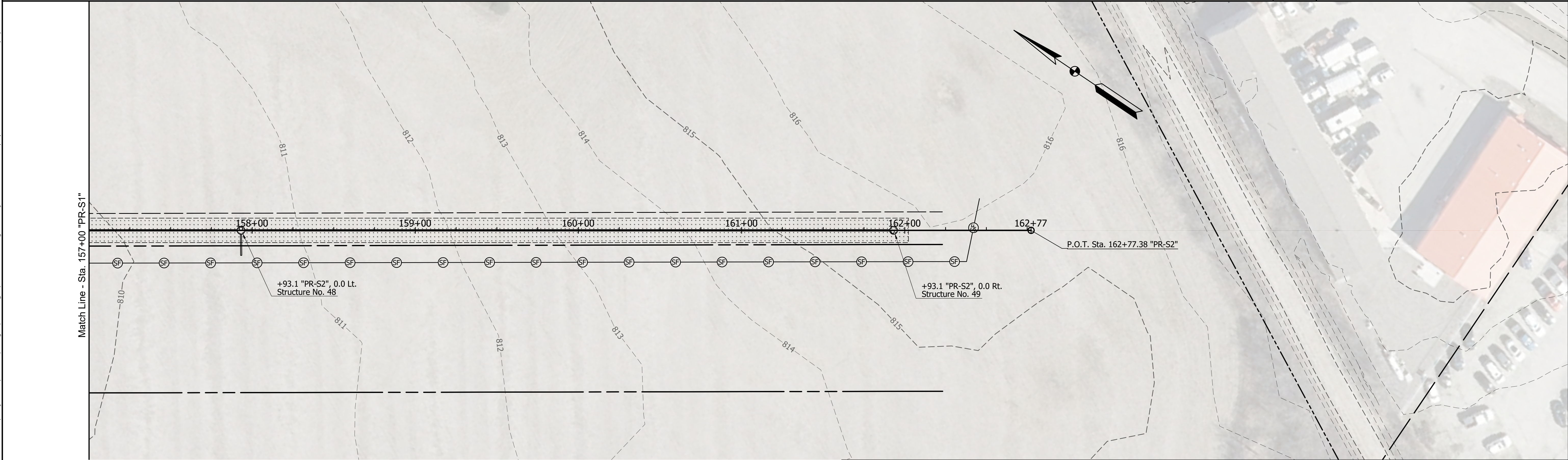
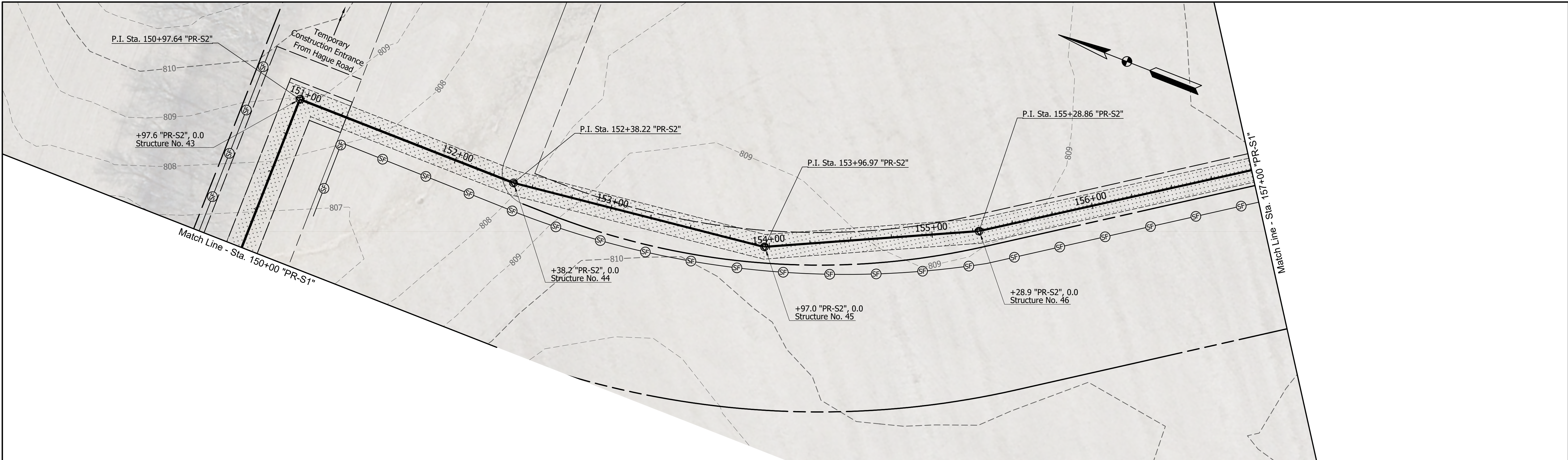
BFS NO. 6824

Revised 5/19/2023

Page 310 of 433

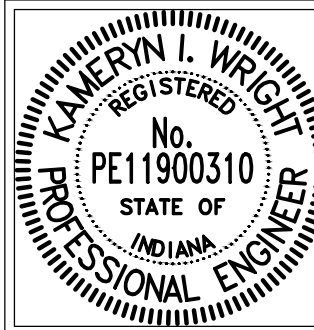


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**LEGEND**

|  |                                   |  |                                           |
|--|-----------------------------------|--|-------------------------------------------|
|  | PERIMETER PROTECTION (SILT FENCE) |  | TEMPORARY INLET PROTECTION                |
|  | MULCH SEEDING                     |  | TEMPORARY FILTER SOCK                     |
|  | EROSION CONTROL BLANKET           |  | Revised 5/19/2023<br>Revised Line "PR-S2" |



RECOMMENDED FOR APPROVAL: *Kameryn Wright* 5/21/2022  
DESIGN ENGINEER DATE

|                         |                    |
|-------------------------|--------------------|
| DESIGNED: K. Wright     | DRAWN: G. Nulliner |
| CHECKED: M. Chmeliwskyj | CHECKED: K. Wright |

|                                                                                                                                           |                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>METRO AIRPORT SANITARY SEWER</b>                                                                                                       |                                                                                                                                                                                     |
| <b>FISHERS INDIANA</b>                                                                                                                    |                                                                                                                                                                                     |
| Headquarters<br>8450 WESTFIELD BLVD., SUITE 300<br>INDIANAPOLIS, IN 46240-8302<br>TEL 317-713-4616<br>FAX 317-713-4616<br>www.BFSEngr.com | Branch Locations<br>FORT WAYNE 260-459-1532<br>LOUISVILLE 502-593-1998<br>LAFAYETTE 765-423-5602<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 |
|                                                                                                                                           |                                                                                                                                                                                     |
| HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10'                                                                                    |                                                                                                                                                                                     |
| SHEET<br>28A OF 33<br>PROJECT                                                                                                             |                                                                                                                                                                                     |

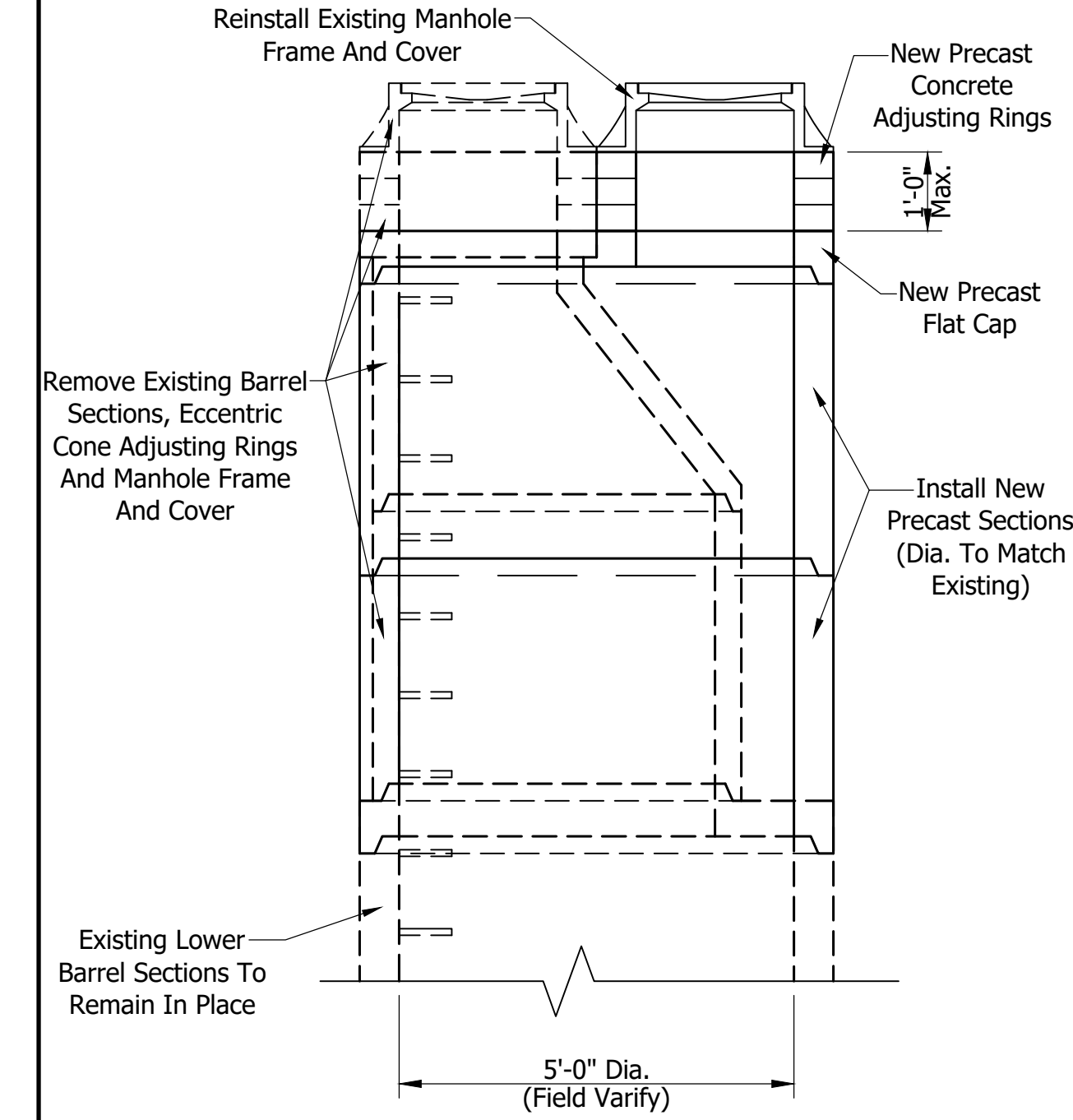
Revised 5/19/2023



Page 312 of 433

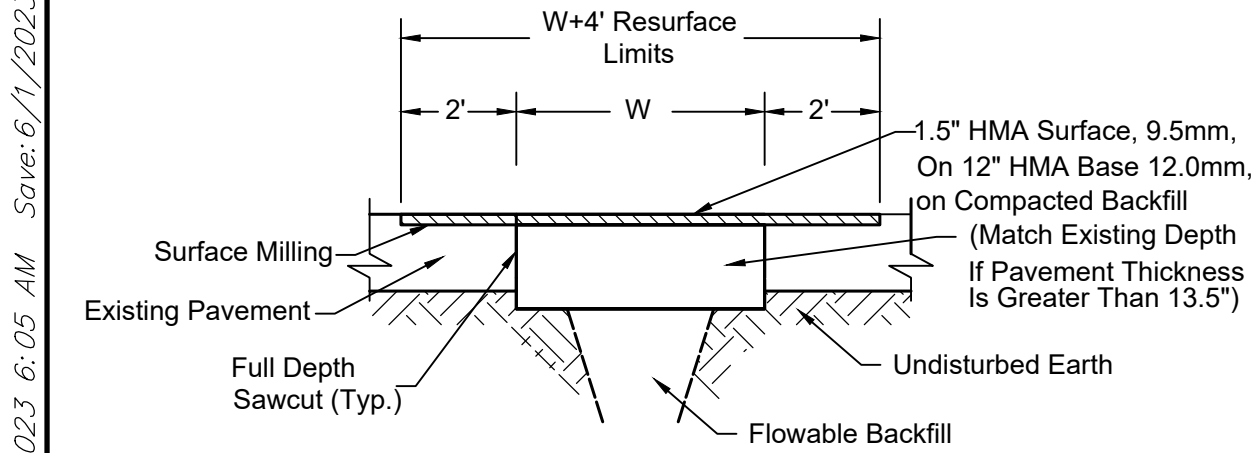


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STRUCTURE No. 10 MODIFICATION

Scale: 1/2"=1'-0"



| PAVEMENT RESTORATION TABLE |                                                  |
|----------------------------|--------------------------------------------------|
| UTILITY DEPTH RANGE (FEET) | MAXIMUM TRENCH WIDTH AT FINISHED GRADE, W (FEET) |
| 0 to 5                     | I. D. +5                                         |
| 5 to 8                     | I. D. +8                                         |
| 8 to 10                    | I. D. +10                                        |
| 10 to 12                   | I. D. +12                                        |
| 12 to 14                   | I. D. +14                                        |
| 14 to 16                   | I. D. +16                                        |
| 16 to 18                   | I. D. +18                                        |
| 18 to 20                   | I. D. +20                                        |

I. D. = Pipe or Conduit Inside Diameter

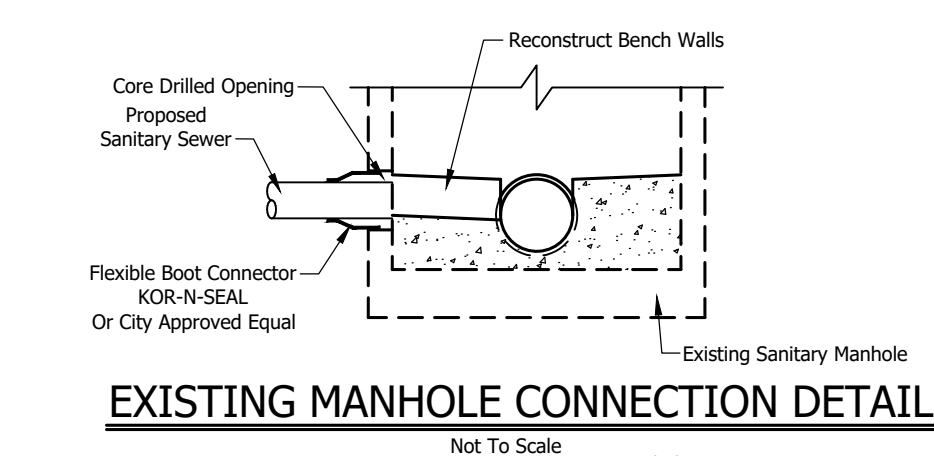
Notes:

- 1) Sawcuts Shall Provide A Vertical, Neat, And Uniform Edge.
- 2) All Materials Shall Comply With Specifications As Required By The City Of Fishers.
- 3) Contractor Shall Surface Mill (1.5") Existing Pavement 2 ft. In Each Direction From From Face-Of-Curb To Face-Of-Curb Or Edge-Of-Roadway, Replace With 1.5" HMA Surface, 9.5mm, And Appropriate Pavement Markings.
- 4) The Existing Milled Surface And HMA Base Layer Is To Be Tack Coated Prior To The Placement Of New Asphalt. The New Surface Pavement Grade Shall Match The Existing Surface Pavement Grade.
- 5) A Two (2) Inch Wide Band Of Crack Sealant Is To Be Applied Along The Joint Between The Existing And New Asphalt Surface. Sealant Is To Be Applied In Accordance With INDOT Standard Specifications, Section 305.
- 6) Refer To Pavement Restoration Table For W.

HMA PATCH DETAIL

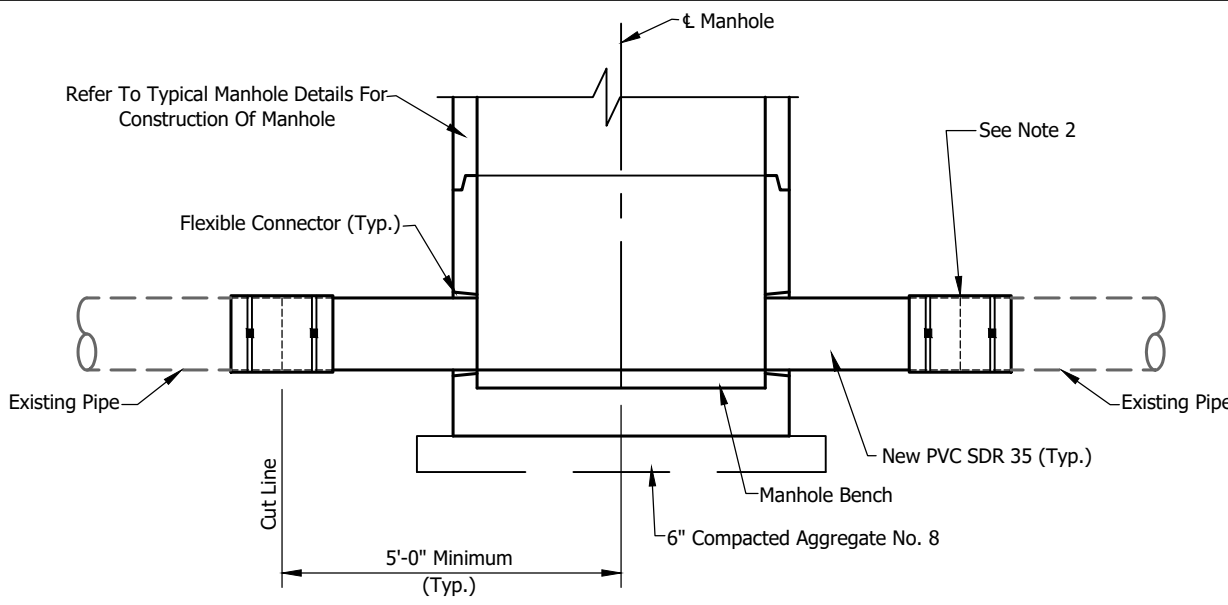
Not to Scale

| STRUCTURE DATA TABLE  |                   |        |          |                |              |                              |                                |                         |                                  |                                       |               |                |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      |                                                 |         |
|-----------------------|-------------------|--------|----------|----------------|--------------|------------------------------|--------------------------------|-------------------------|----------------------------------|---------------------------------------|---------------|----------------|----------------|----------------|----------------|--------------------|---------------|--------------------------------------------|--------------------------------|-------------------------------|-----------------------------------------|----------------------|-----------------------|-------------------------|-----|--------------------|----------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------------------|---------|
| STRUCTURE NUMBER      | LOCATION          | OFFSET |          | T.C. ELEVATION | CASTING TYPE | UPSTREAM<br>INVERT ELEVATION | DOWNSTREAM<br>INVERT ELEVATION | CONNECT TO<br>STRUCTURE | SANITARY STANDARD<br>MANHOLE 48" | SANITARY EXTERIOR DROP<br>MANHOLE 48" | 18"PVC PS 115 | 10" PVC SDR 21 | 10" PVC SDR 26 | 12" PVC SDR 21 | 12" PVC SDR 26 | 10" PVC C900 DR 18 | 8" PVC SDR 26 | STRUCTURE BACKFILL, FOR<br>SANITARY SEWERS | EXISTING MANHOLE<br>CONNECTION | SPECIAL MANHOLE<br>CONNECTION | 2' COMBINED CONCRETE<br>CURB AND GUTTER | SOLID YELLOW LINE 4" | ASPHALT MILLING, 1.5" | PAVEMENT<br>RESTORATION |     | CONCRETE CURB RAMP | 10" x 6" SDR 26 TEE WYE &<br>CAP | 6" CMP, STORM SEWER<br>PRESERVATION | 12" RCP, STORM SEWER<br>PRESERVATION | 15" RCP, STORM SEWER<br>PRESERVATION | 18" CMP, STORM SEWER<br>PRESERVATION | 24" RCP, STORM SEWER<br>PRESERVATION | 36" RCP, STORM SEWER<br>PRESERVATION | MULCHED SEEDING                                 | REMARKS |
|                       |                   |        |          |                |              |                              |                                |                         | EA.                              | EA.                                   | LFT.          | LFT.           | LFT.           | LFT.           | LFT.           | LFT.               | CYS.          | EA.                                        | EA.                            | LFT.                          | LFT.                                    | SYS.                 | SYS.                  | SYS.                    |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      |                                                 |         |
|                       |                   | LEFT   | RIGHT    |                |              |                              |                                |                         | 165<br>SYS.                      | 1320<br>SYS.                          | LBS. PER SYS  |                |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      |                                                 |         |
|                       |                   |        |          |                |              |                              |                                |                         |                                  |                                       |               |                |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      |                                                 |         |
| 45                    | 153+96.97 "PR-S2" |        |          | 811.2+/-       |              | 798.79                       | 788.36                         | 44                      | 1                                |                                       |               | 155            |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      | 912                                  |                                                 |         |
| 46                    | 155+28.86 "PR-S2" |        |          | 811.1+/-       |              | 799.25                       | 798.89                         | 45                      | 1                                |                                       |               | 128            |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      | 955                                  |                                                 |         |
| 47                    | 0+22.9 "PR-S3"    |        |          | 789.0+/-       |              | 779.84                       | 778.82                         | 27                      | 1                                |                                       |               |                |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      | This Will Be Constructed As a 6" SDR 21 Lateral |         |
| 48                    | 157+93.10 "PR-S2" |        |          | 812.1+/-       |              | 800.08                       | 799.35                         | 46                      | 1                                |                                       |               | 260            |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      | 955                                  |                                                 |         |
| 48A                   | 157+93.10 "PR-S2" |        |          |                |              | 800.33                       | 800.28                         | 48                      |                                  |                                       |               |                |                |                |                |                    | 14            |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      | Stub Pipe West With Cap                         |         |
| 49                    | 161+93.10 "PR-S2" |        |          | 814.4+/-       |              | 801.29                       | 800.18                         | 48                      | 1                                |                                       |               | 396            |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      | 955                                  |                                                 |         |
| 50                    | 136+96.69 "PR-S2" | 144.5  | 811.1+/- |                |              | 791.15                       | 790.59                         | 39                      | 1                                |                                       |               |                |                |                |                | 140                |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      |                                                 |         |
| 50A                   | 136+96.69 "PR-S2" | 144.5  |          |                |              | 791.31                       | 791.25                         | 50                      |                                  |                                       |               |                |                |                |                | 14                 |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      | Stub Pipe South With Cap                        |         |
| Summary of Quantities |                   |        |          |                |              |                              |                                |                         | 37                               | 3                                     | 27            | 792            | 4812           | 1437           | 3738           | 712                | 168           | 391                                        | 1                              | 1                             | 44                                      | 52                   | 53                    | 263                     | 210 | 16                 | 1                                | 18                                  | 58                                   | 28                                   | 31                                   | 19                                   | 30                                   | 22741                                           |         |



EXISTING MANHOLE CONNECTION DETAIL

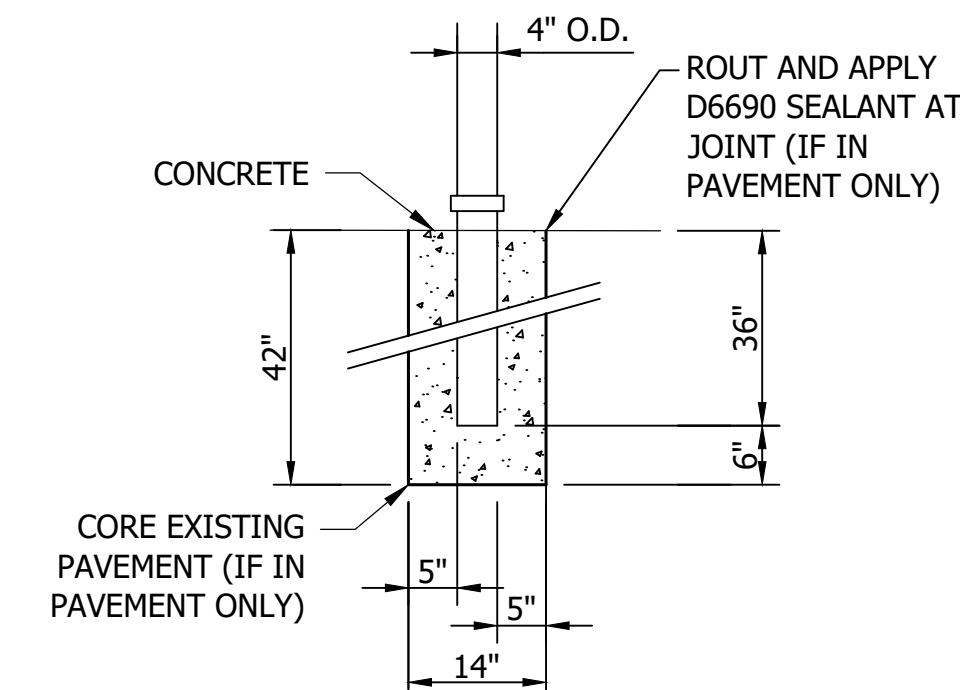
Not To Scale



- NOTE: 1.) Cut Existing Pipe(s) On The Side Of The Proposed Manhole. Remove Existing Pipe(s) Section And Install Manhole Base. Proceed With Typical Connections And Manhole Construction.
- 2.) An Unshielded Hubless Pipe Repair Coupling Or PVC/ABS Cover w/ Unshielded Flexible Transition Coupling Shall Be Used For Connections Of Plastic (PVC) To Clay Or Cast Iron Pipe.
- 3.) Where New PVC Pipe Is Being Connected To Existing PVC Pipe A Ductile Iron Repair Sleeve With Romac Grip Rings Shall Be Used.

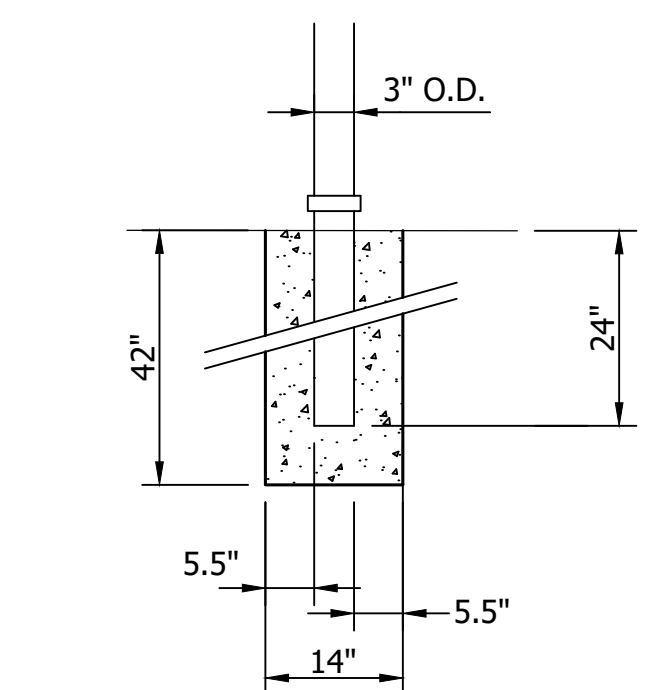
SPECIAL MANHOLE CONNECTION DETAIL

Not To Scale



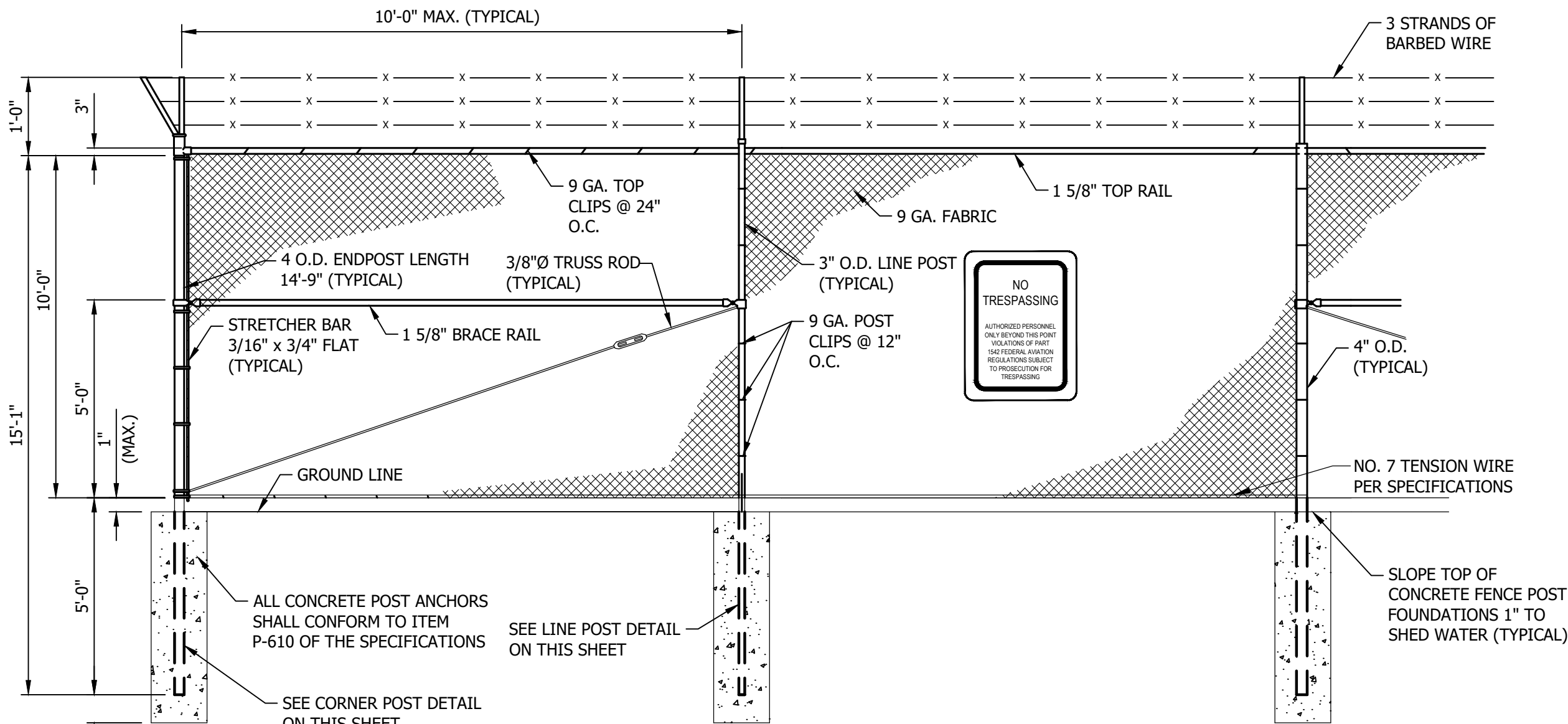
CORNER POST DETAIL (PAVEMENT/TURF)

NOT TO SCALE



LINE POST DETAIL IN TURF

NOT TO SCALE

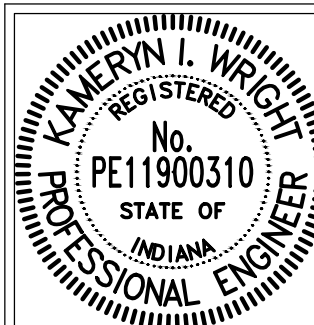


NOTES:

1. AT TURNING POSTS PLACE BARBWIRE IN A 3-VERTICAL FORMATION FOR PULLING/TENSIONING REQUIREMENTS.

10FT PERMANENT CHAIN LINK FENCE IN TURF

NOT TO SCALE

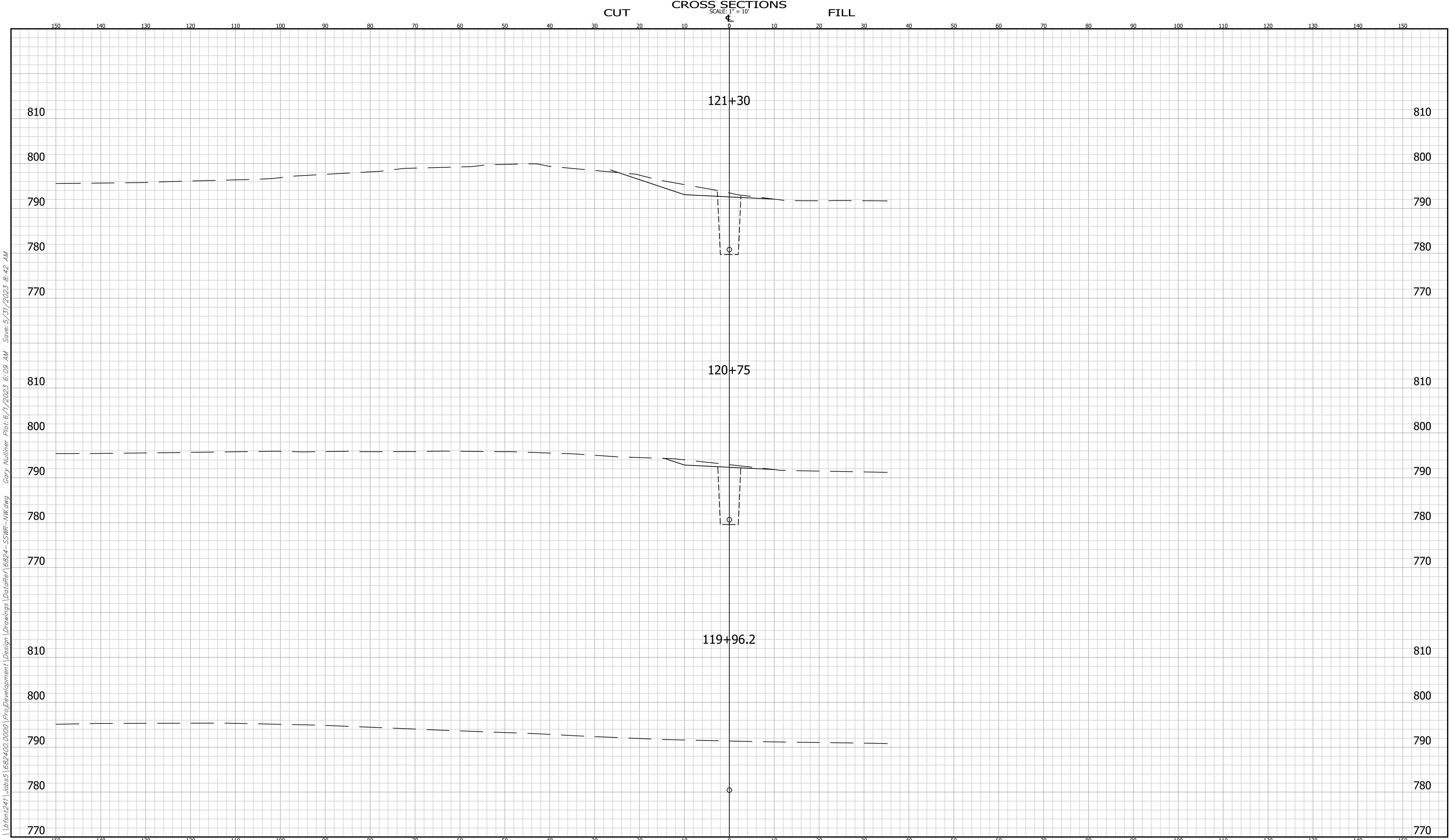


|                                                                                 |                         |
|---------------------------------------------------------------------------------|-------------------------|
| RECOMMENDED FOR APPROVAL: <i>Kameron Wright</i> DESIGN ENGINEER DATE: 6/21/2022 |                         |
| DESIGNED: G. Nulliner                                                           | DRAWN: G. Nulliner      |
| CHECKED: M. Chmeliwskyj                                                         | CHECKED: M. Chmeliwskyj |

| METRO AIRPORT SANITARY SEWER FISHERS INDIANA                                                                                                         |                                                                                                       |                                                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|--|
| Headquarters<br>8450 WESTFIELD BLVD., SUITE 300<br>LOUISVILLE INDIANAPOLIS, IN. 46240-8302<br>TEL 317-713-4616<br>FAX 317-713-4616<br>www.BFSEng.com | Branch Locations<br>FORT WAYNE<br>LOUISVILLE<br>LAFAYETTE<br>MERRILLVILLE<br>PLAINFIELD<br>SOUTH BEND | 260-459-1532<br>502-593-1998<br>765-423-5602<br>219-769-2333<br>317-839-3242<br>574-288-5727 |  |
| BFS CIVIL ENGINEERS                                                                                                                                  |                                                                                                       |                                                                                              |  |
| HORIZONTAL SCALE<br>1"=30'                                                                                                                           |                                                                                                       | VERTICAL SCALE<br>1"=10'                                                                     |  |
| SHEET<br>30 OF 33                                                                                                                                    |                                                                                                       | PROJECT                                                                                      |  |



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Sheet Added To set

| CROSS SECTIONS<br>LINE "PR-S2" |                |          |             |
|--------------------------------|----------------|----------|-------------|
| DESIGNED:                      | K. Wright      | DRAWN:   | G. Nulliner |
| CHECKED:                       | M. Chmeliwskyj | CHECKED: | K. Wright   |

METRO AIRPORT SANITARY SEWER  
FISHERS  
INDIANA

Headquarters  
8450 WESTFIELD BLVD., SUITE 300  
INDIANAPOLIS, IN. 46240-8302  
TEL 317-713-4616  
FAX 317-713-4616  
www.BFSEngr.com

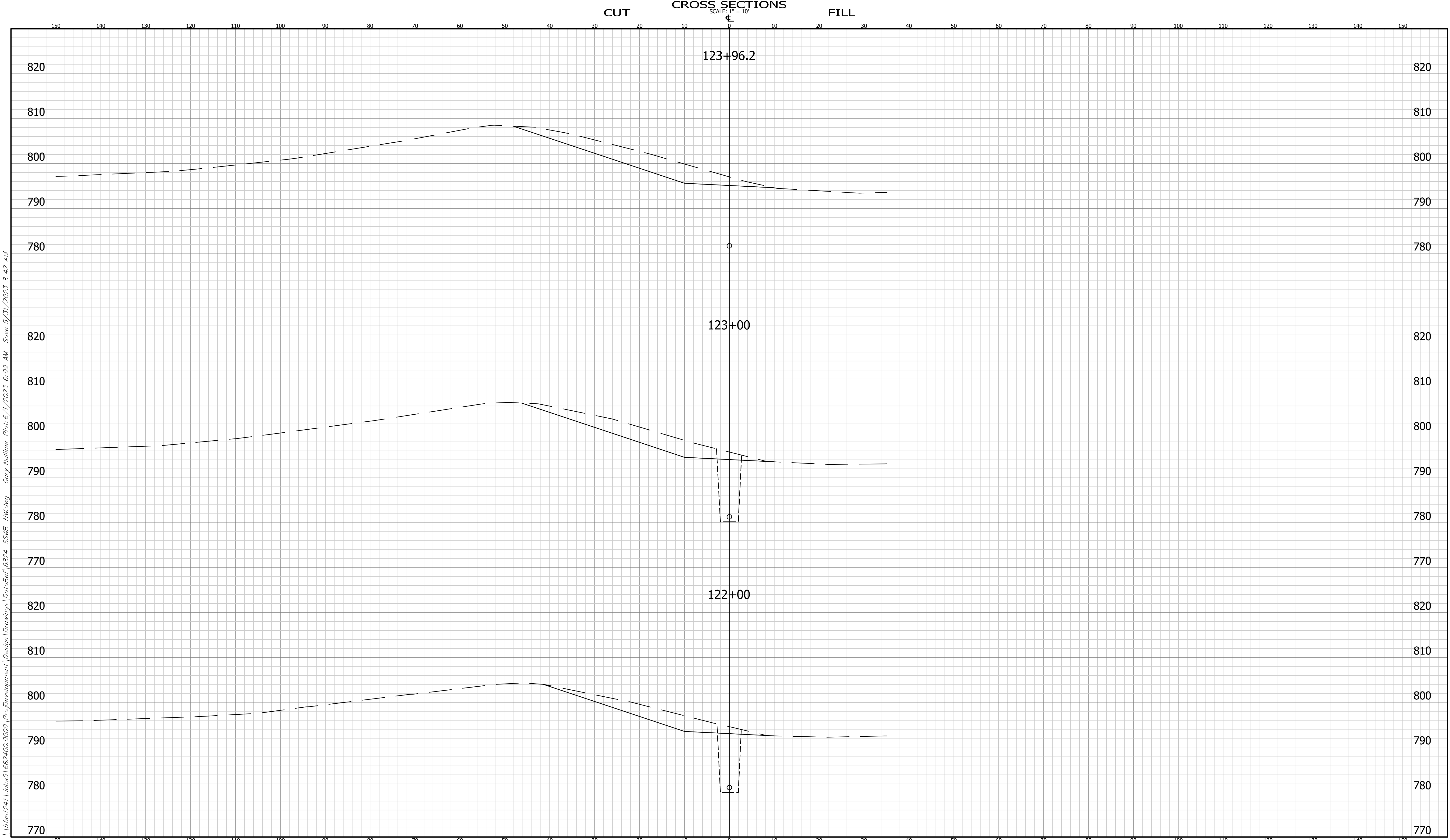
**BF&S**  
CIVIL ENGINEERS

Branch Locations  
FORT WAYNE 260-459-1532  
LOUISVILLE 502-593-1996  
LAFAYETTE 765-423-5602  
MERRILLVILLE 219-769-2333  
PLAINFIELD 317-839-3242  
SOUTH BEND 574-288-5727

|                              |       |
|------------------------------|-------|
| HORIZONTAL SCALE<br>1" = 10' |       |
| VERTICAL SCALE<br>1" = 10'   |       |
| SHEET                        |       |
| 33A                          | OF 33 |
| PROJECT                      |       |



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CROSS SECTIONS  
LINE "PR-S2"

DESIGNED: K. Wright

DRAWN: G. Nulliner

CHECKED: M. Chmeliwskyj

CHECKED: K. Wright

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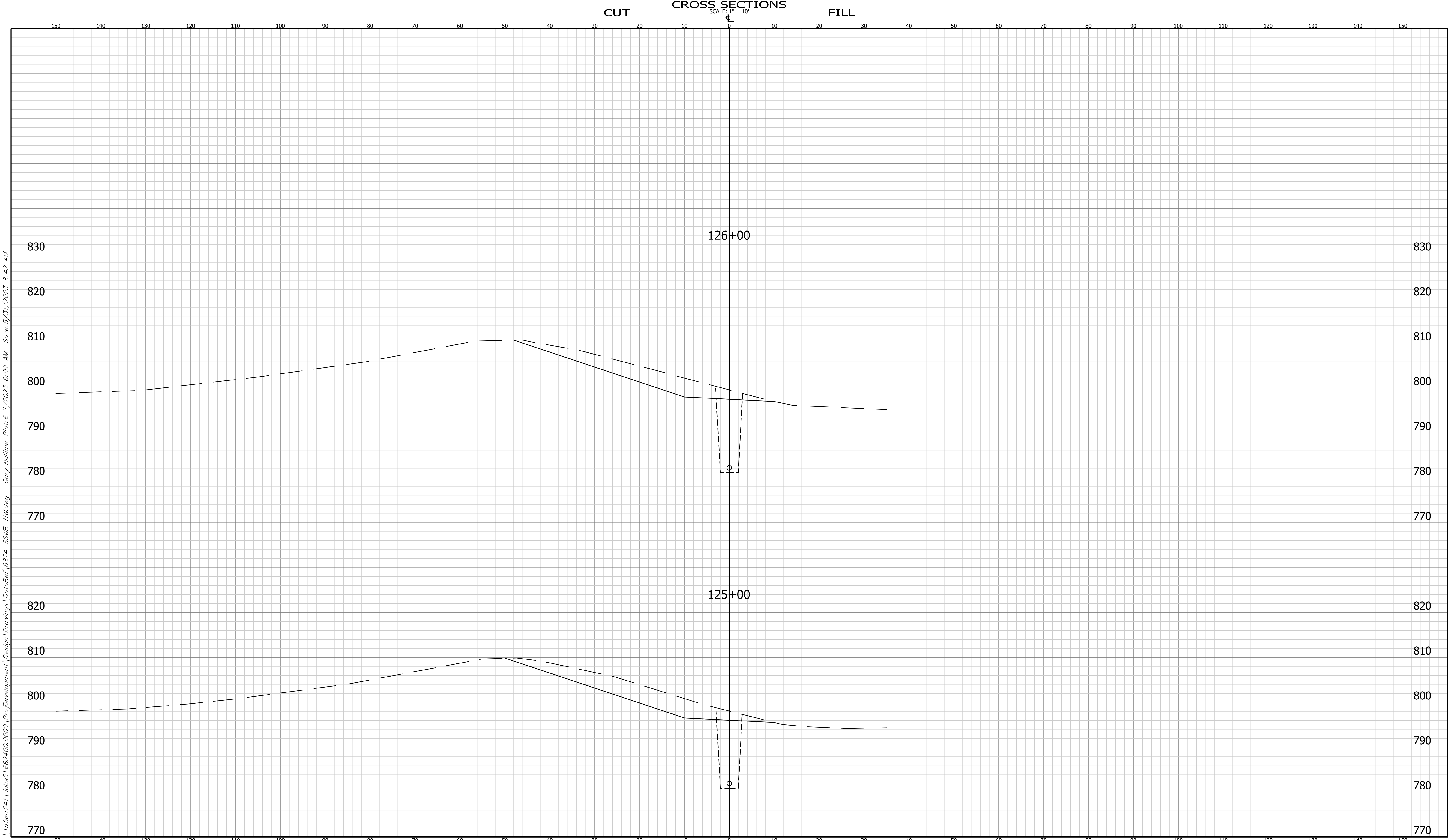
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LOUISVILLE 502-593-1996  
LAFAYETTE 765-423-5602  
MERRILLVILLE 219-769-2333  
PLAINFIELD 317-839-3242  
SOUTH BEND 574-288-5727

HORIZONTAL SCALE  
1" = 10'  
VERTICAL SCALE  
1" = 10'

SHEET  
33B OF 33  
PROJECT



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CROSS SECTIONS  
LINE "PR-S2"

DESIGNED: K. Wright  
DRAWN: G. Nulliner  
CHECKED: M. Chmeliwskyj  
CHECKED: K. Wright

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INDIANAPOLIS, IN. 46240-8302  
TEL 317-713-4616  
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Branch Locations  
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LOUISVILLE  
LAFAYETTE  
MERRILLVILLE  
PLAINFIELD  
SOUTH BEND

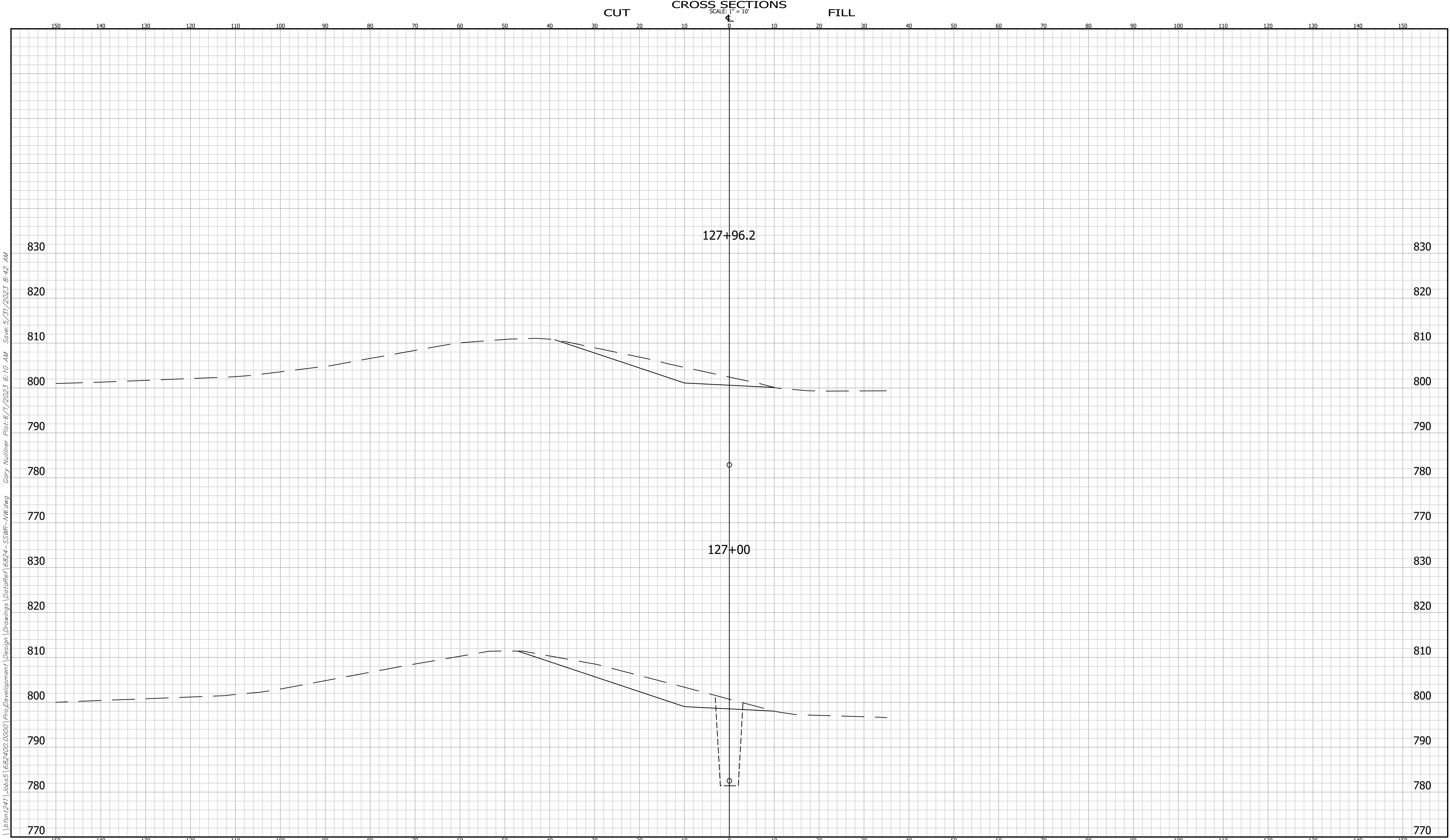
260-459-1532  
502-593-1996  
765-423-5602  
219-769-2333  
317-839-3242  
574-288-5727



HORIZONTAL SCALE  
1" = 10'  
VERTICAL SCALE  
1" = 10'  
SHEET  
33C OF 33  
PROJECT



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Sheet Added To set

| CROSS SECTIONS<br>LINE "PR-S2" |                |          |            |
|--------------------------------|----------------|----------|------------|
| DESIGNED:                      | K. Wright      | DRAWN:   | G. Nullner |
| CHECKED:                       | M. Chmeliwskyj | CHECKED: | K. Wright  |

METRO AIRPORT SANITARY SEWER  
FISHERS INDIANA

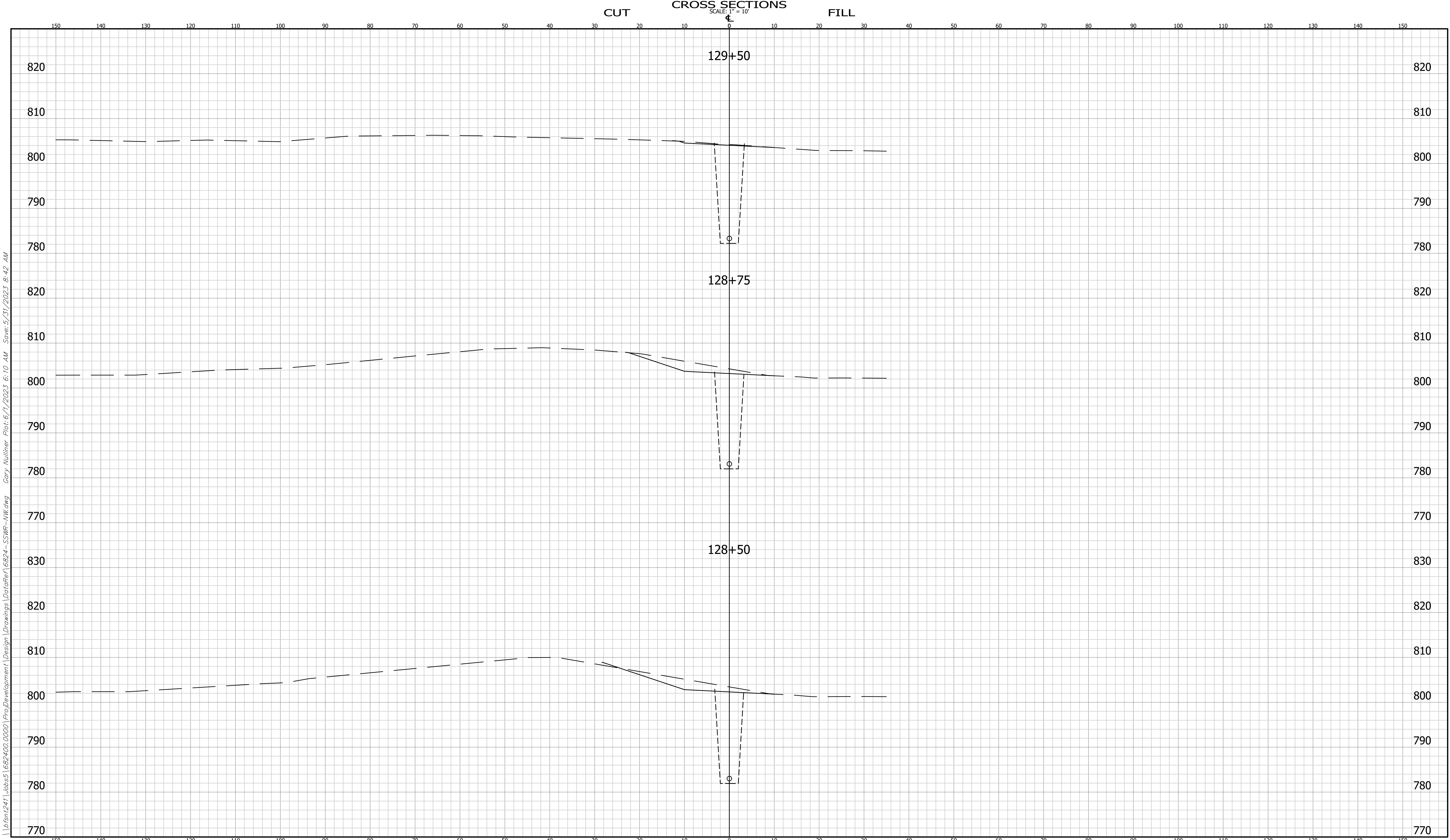
Headquarters  
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INDIANAPOLIS, IN. 46240-8302  
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PLAINFIELD 317-839-3242  
SOUTH BEND 574-288-5727

|                              |       |
|------------------------------|-------|
| HORIZONTAL SCALE<br>1" = 10' |       |
| VERTICAL SCALE<br>1" = 10'   |       |
| SHEET                        |       |
| 33D                          | OF 33 |
| PROJECT                      |       |



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1 Revised 5/19/2023  
Sheet Added To set

CROSS SECTIONS  
LINE "PR-S2"

|                         |                    |
|-------------------------|--------------------|
| DESIGNED: K. Wright     | DRAWN: G. Nullner  |
| CHECKED: M. Chmeliwskyj | CHECKED: K. Wright |

|                                                                                                                                            |  |                               |  |
|--------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--|
| METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA                                                                                            |  | HORIZONTAL SCALE<br>1" = 10'  |  |
| Headquarters<br>8450 WESTFIELD BLVD., SUITE 300<br>INDIANAPOLIS, IN. 46240-8302<br>TEL 317-713-4616<br>FAX 317-713-4616<br>www.BFSEngr.com |  | VERTICAL SCALE<br>1" = 10'    |  |
| Branch Locations<br>FORT WAYNE<br>LOUISVILLE<br>LAFAYETTE<br>MERRILLVILLE<br>PLAINFIELD<br>SOUTH BEND                                      |  | SHEET<br>33E OF 33<br>PROJECT |  |
| 260-459-1532<br>502-593-1996<br>765-423-5602<br>219-769-2333<br>317-839-3242<br>574-288-5727                                               |  | BFS NO. 6824                  |  |



**Exhibit E**  
**Construction Schedule**  
***[separately provided]***



**Exhibit F**  
**Installment Purchase Agreement**  
*[included on following pages]*

## **INSTALLMENT PURCHASE AGREEMENT**

This Installment Purchase Agreement (this “Purchase Agreement”) is made and entered into as of August \_\_, 2023, by and between GM Development Companies LLC, an Indiana limited liability company (“Seller”), and the City of Fishers, Indiana, by and through its Board of Public Works & Safety (the “Buyer”), on the following terms and conditions:

### **RECITALS**

WHEREAS, on or about November 8, 2022, the City issued its Request For Proposals And Qualifications To Design And Transfer A Wastewater Line (the “RFPQ”);

WHEREAS, pursuant to the RFPQ, the City sought offerors to design and construct a wastewater line to serve the Project Site pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 *et seq.* (the “Act”);

WHEREAS, in response to the RFPQ, Developer submitted its December 6, 2022, Wastewater Line Project submission, and the City determined that Developer is reasonably susceptible of being selected for a Build Operate and Transfer Agreement in accordance with the Act;

WHEREAS, after negotiating the best and final offer, on or about February 14, 2023 the Board held a public hearing in accordance with and pursuant to the Act and voted to enter into a public-private agreement with Developer;

WHEREAS, the Board additionally approved Developer’s (a) completion of Phase 1, and (b) continued design of the eastside project, all pursuant to that certain February \_\_\_\_, 2023 Fishers Wastewater Line Build Operate Transfer Agreement;

WHEREAS, Developer has completed Phase I and the City has completed design of Phase 2, and on August \_\_, 2023, Developer and City entered into that certain Fishers Wastewater Line Build Operate Transfer Agreement (Phase 2) for completion of Phase 2 (the “Agreement”); and

WHEREAS, the Agreement provides that the Buyer will acquire the Project on the Closing Date pursuant to an Installment Purchase Agreement;

WHEREAS, this Purchase Agreement is and shall be the Installment Purchase Agreement referenced in the Agreement; and

WHEREAS, terms not specifically defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties agree as follows:

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

**2. Definitions.** The following capitalized terms shall have the meaning set forth in this Section 2, and to the extent a capitalized term is not specifically defined in this Purchase Agreement such term shall have the meaning ascribed to it in the Agreement:

**a. Assets** shall mean Phase 2, including, without limitation: (i) all improvements, (ii) materials and (iii) work product, together with all other improvements or work performed pursuant to the Agreement and any portions thereof and all construction or other warranties related thereto.

**b. Closing Date** shall mean a date on or before five (5) days from Substantial Completion of the Project.

**c. Default** shall mean (i) a default by Seller or its successor in interest under the Agreement or any of the Ancillary Agreements which default, following any applicable notice and Cure Period has continued past the applicable cure period set forth in the Agreement or the Ancillary Agreement, as applicable; or (ii) a default by the Seller under the Agreement or any of the Ancillary Agreements which has not been cured and with the passage of time and the provision of any applicable notice would become an Event of Default under the Agreement, or the Ancillary Agreements, as applicable, which in the reasonable opinion of the Buyer will result in the Seller's failure to timely complete the Project as required by the Agreement.

**d. Disbursement Request** shall mean a written request and certification for payment submitted by the Seller to the Buyer in the form attached hereto as **Exhibit A**, which request and certification for payment shall: (i) be prepared by the Seller; (b) be accompanied by: (y) a properly completed AIA Document G702 (Application and Certificate for Payment) (or such other application and certificate that is substantially similar in all respects to AIA Document G702) certified by the general contractor; and (z) the associated properly completed AIA Document G703 (Continuation Sheet) (or such other application and certificate that is substantially similar in all respects to AIA Document G703), with the description of the work therein to be in detail similar to that included in the Construction Contract; (iii) include a detailed summary of the costs included in such Disbursement Request, (iv) be substantially consistent with the Budget for the Project, and (v) include all related invoices, lien releases, and/or other information reasonably necessary to establish the accuracy of the information set forth in the request and certification.

**e. Purchase Price** shall mean an amount equal to the total amount disbursed by Buyer to Seller pursuant to Disbursement Requests for the Assets, which amount shall not exceed the Maximum Phase 2 Price.



**3. Purchase and Sale of Assets.** In consideration of the covenants, representations and obligations of Buyer hereunder, and subject to the conditions set forth in this Purchase Agreement, Seller hereby sells, and delivers to Buyer, and Buyer hereby purchases from Seller the Assets.

**4. Purchase Price.** The total consideration to be paid by Buyer to Seller for the Assets shall be the Purchase Price.

**5. Payments.** Buyer shall pay and deliver the Purchase Price to Seller as follows: beginning not sooner than September 15, 2023, and continuing each month thereafter on or before the last day of each consecutive month until the Closing Date (or, upon mutual agreement of the parties, a later date if costs have not yet been incurred and/or invoiced by Developer's contractors or subcontractors for punchlist or other items), Seller shall submit a Disbursement Request (including the required accompanying documents and in the form attached hereto as **Exhibit A**, as applicable), that includes all costs incurred related to construction and development of the Project during the preceding thirty (30) days. Buyer shall, within thirty (30) business days, disburse a corresponding amount of the Purchase Price to parties identified in the Disbursement Request for work completed prior to any Default, which may include the Seller for (i) some or all of the Seller's fee; and/or (ii) costs previously paid by the Seller and identified in the Disbursement Request; provided however, if a Default exists, the Buyer shall have no obligation to disburse any of the Purchase Price to the Seller in response to an otherwise valid Disbursement Request, until such Default has been cured, for (x) work completed after any Default; and (y) for the Seller's fee. Moreover, if Buyer terminates the Agreement pursuant to Article X thereof, Buyer shall have no obligation to disburse any of the Purchase Price for work performed after such termination.

**6. Possession and Title to Assets.** Subject to Section 2(b), after all payments hereunder have been made, Seller shall transfer all of Seller's right, title and interest in and to the Assets to Buyer, free and clear of any liens and encumbrances thereon, and Seller shall execute the Bill of Sale evidencing the transfer of the Assets. Notwithstanding the foregoing or anything contained to the contrary herein, this Section 6 shall not be interpreted to conflict with Seller's submission of full Disbursement Requests, including, without limitation, all lien releases. Moreover, if the Agreement is terminated at any time prior to the Closing Date, within ten (10) days of Buyer's written request, Seller shall prepare the Bill of Sale and transfer all right, title and interest of Seller to those Assets for which the Buyer previously paid pursuant to Disbursement Requests.

**7. Protection, Maintenance and Operation of Assets.** Until title to the Assets has transferred, Seller shall (i) protect, keep and maintain the Assets in good operating condition and in accordance with all construction warranties provided therefore; and (ii) shall not place, or allow to be placed, any lien or encumbrance on the Assets.

**8. Additional Assurances.** Seller agrees to perform any further action and to execute and deliver any further documents reasonably necessary or proper to carry out the intent of this Purchase Agreement.

**9. Indemnification.** Seller shall indemnify, defend and hold Buyer and its affiliates, directors, officers, shareholders, employees, attorneys, agents and other representatives from and against any and all demands, claims, actions, causes of action, proceedings, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel), including without limitation damages for personal injury or death, arising out of (i) any breach of any representation, warranty or covenant of this Purchase Agreement, and (ii) Seller's operation of the Assets.

**10. Notices.** All notices to be given by any party to this Purchase Agreement to the other party shall be provided as described in the Agreement.

**11. Supplemental Agreement.** The parties acknowledge and agree that this Purchase Agreement is intended to supplement the Agreement, and to the extent there is any inconsistency between the Agreement and this Purchase Agreement, the Agreement shall control.

**12. Miscellaneous.** This Purchase Agreement shall inure to the benefit of, and be binding upon, the Seller and the Buyer, and their respective successors and assigns. This Purchase Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Purchase Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. The Buyer and Seller waive, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right each may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Purchase Agreement may be modified only by a written agreement signed by the Seller and the Buyer. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Purchase Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Purchase Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Purchase Agreement. If any provision of this Purchase Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Purchase Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Purchase Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Purchase Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Purchase Agreement or the scope or content of any of its provisions. Nothing contained in this Purchase Agreement shall be construed to create a partnership or joint venture between the Seller and the Buyer or their successors in interest.

*[SIGNATURES ON FOLLOWING PAGES]*

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Installment Purchase Agreement as of the date set forth above.

**“BUYER”**

**CITY OF FISHERS, INDIANA**

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

**“SELLER”**

**GM DEVELOPMENT COMPANIES LLC**

By: \_\_\_\_\_  
Gregory W. Martz, Sole Member



**Exhibit G**  
**Project Site**



**Exhibit H**  
**Insurance/Bond Requirements**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Workers Compensation insurance coverage in accordance with statutory requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2. | Employers Liability Insurance with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 Disease- each employee; and \$1,000,000.00 Disease Policy Limit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3. | <p>Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and Developer shall provide the City with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City of Fishers and the Indianapolis Airport Authority as additional insureds thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City of Fishers per the follows:</p> <p>(i) \$1,000,000.00 Each Occurrence (BI &amp; PD Combined Single Limit);</p> <p>(ii) \$2,000,000.00 General Occurrence (subject to per project general aggregate provision); and</p> <p>(iii) \$1,000,000.00 Personal Injury Liability to include coverage for employee-related claims.</p> |
| 4. | Business Automobile Liability Insurance: Written in the amount of not less than \$1,000,000.00 each accident to include the City of Fishers as an additional insured.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5. | Umbrella Liability: \$5,000,000.00.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6. | Professional Liability: If the Contract is the subject of any professional services or design work, Developer will use commercially reasonable efforts to cause the party rendering those services to maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed for a minimum limit of \$2,000,000.00.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 7. | <p>Performance Bond in an amount not less than fifty percent (50%) of the Maximum Phase 2 Price</p> <p>Payment Bond in an amount not less than the Maximum Phase 2 Price.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

**RESOLUTION NO. R082223D**

**RESOLUTION APPROVING FISHERS  
WASTEWATER LINE BUILD OPERATE TRANSFER AGREEMENT (PHASE 2)**

WHEREAS, on or about November 8, 2022, the City issued its Request For Proposals And Qualifications To Design And Transfer A Wastewater Line (the “RFPQ”) to serve the Project Site pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 *et seq.* (the “Act”);

WHEREAS, in response to the RFPQ, GM Development Companies LLC ("Developer") submitted its December 6, 2022, Wastewater Line Project submission, and the City determined that Developer is reasonably susceptible of being selected for a Build Operate and Transfer Agreement in accordance with the Act;

WHEREAS, after negotiating the best and final offer, on or about February 14, 2023, the Board held a public hearing in accordance with and pursuant to the Act and voted to enter into a public-private agreement with Developer;

WHEREAS, the Board additionally approved Developer’s (a) completion of Phase 1, and (b) continued design of the eastside project (Phase 2), all pursuant to that certain February 14, 2023 Fishers Wastewater Line Build Operate Transfer Agreement;

WHEREAS, City’s consultant has completed the design of Phase 2, and the Board now desires to enter into the Fishers Wastewater Line Building Operate Transfer Agreement (Phase 2) (the “Agreement”) for completion of Phase 2; and

WHEREAS, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the RFPQ or Agreement, as applicable.

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

**Section 1.** 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 22nd day of August, 2023.

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

**YAY**

**NAY**

**ABSTAIN**

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

ATTEST:  DATE: 8/22/23  
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



## **FISHERS WASTEWATER LINE BUILD OPERATE TRANSFER AGREEMENT (PHASE 2 )**

This Fishers Wastewater Line Build Operate Transfer Agreement (Phase 2) (this “Agreement”) is entered into as of the \_\_\_\_ day of August, 2023 (the “Effective Date”), by and between GM Development Companies LLC, an Indiana limited liability company (the “Developer”), and the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”) on the following terms and conditions:

### **-Recitals-**

WHEREAS, on or about November 8, 2022, the City issued its Request For Proposals And Qualifications To Design And Transfer A Wastewater Line (the “RFPQ”);

WHEREAS, pursuant to the RFPQ, the City sought offerors to design and construct a wastewater line to serve the Project Site pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 *et seq.* (the “Act”);

WHEREAS, in response to the RFPQ, Developer submitted its December 6, 2022, Wastewater Line Project submission, and the City determined that Developer is reasonably susceptible of being selected for a Build Operate and Transfer Agreement in accordance with the Act;

WHEREAS, after negotiating the best and final offer, on or about February 14, 2023, the Board held a public hearing in accordance with and pursuant to the Act and voted to enter into a public-private agreement with Developer;

WHEREAS, the Board additionally approved Developer’s (a) completion of Phase 1, and (b) continued design of the eastside project (Phase 2), all pursuant to that certain February 14, 2023 Fishers Wastewater Line Build Operate Transfer Agreement;

WHEREAS, City’s consultant has completed the design of Phase 2, and the Board now desires to enter into this Agreement for completion of Phase 2; and

WHEREAS, terms not specifically defined herein shall have the meanings ascribed to such terms in the RFPQ.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the City and Developer agree as follows:

### **ARTICLE I. RECITALS**

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

## ARTICLE II. DEFINITIONS

**Act** shall mean Ind. Code § 5-23 *et. seq.*

**Ancillary Agreements** shall mean all instruments and agreements referenced or contemplated herein, including, without limitation, the Installment Purchase Agreement, Disbursement Agreement and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this Agreement.

**Bill of Sale** shall mean that certain bill of sale for Phase 2 attached hereto as **Exhibit A**.

**Change Order** shall mean a change order executed by the City (or its designee) and Developer finalizing the inclusion into the Final Documents and Drawings of a change proposed in a Change Order Request by Developer that is approved by the City (or its designee); provided that, in the case of a Permitted Change, such change order shall be effective if executed only by Developer.

**Change Order Request** shall mean a written request for a change to the Final Documents and Drawings.

**City Body or City Bodies** shall mean any of the City or its related bodies and commissions, as applicable.

**City Fees** shall mean impact fees, park impact fees, inspection fees, variance or re-zoning fees, stormwater permit fees, improvement location fees, building permit fees, sign permit fees, and all applicable local fees if assessed by the City and directly related to Phase 2.

**Claims** shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

**Clarifications & Exclusions** shall mean the clarification and exclusions included as **Exhibit B**.

**Closing** shall mean (a) payment in full of the Phase 2 Purchase Price; and (b) execution of the Bill of Sale.

**Closing Date** shall have the meaning ascribed to it in the Installment Purchase Agreement.

**Construction Budget** shall mean the detailed, line-item budget for Phase 2 attached as **Exhibit C**.

**Construction Drawings** shall mean the drawings for Phase 2 attached as **Exhibit D**.

**Construction Contract** shall mean a contract with the General Contractor for completing Phase 2. The Construction Contract shall be (a) subject to the reasonable approval of City; and (b) terminable by the City, without recourse or liability to any City Body (other than as set forth in Section 10.05), on ten (10) days' notice in the Event of Default.

**Construction Meetings** shall mean the status meetings on the dates and times to be mutually determined by Developer and the City, at which the parties shall discuss the construction progress for Phase 2.

**Construction Schedule** shall mean the Phase 2 schedule attached as **Exhibit E**.

**Contingency** shall mean Seventy-Six Thousand, Six Hundred Eleven and no/100 Dollars (\$76,611.00) (which amounts remains from Phase I and is included and identified in the Construction Budget as the contingency).

**Cure Period** shall mean a period of: (a) ten (10) days after written notice of an Event of Default in the case of any monetary default; and (b) thirty (30) days after a party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the Event of Default; provided that, if such Event of Default is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the Event of Default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than sixty (60) days after the date of the default. Notwithstanding the foregoing, a Cure Period shall not be applicable to an Event of Default described in Section 7.01(b) or (c), and a Cure Period shall not be applicable to a default under an Ancillary Agreement, any specific cure periods for such defaults being expressly set forth in such Ancillary Agreement.

**Disbursement Request** shall have the meaning ascribed to it in the Installment Purchase Agreement.

**Effective Date** shall mean the date set forth in the opening paragraph of this Agreement.

**Event of Default** shall have the meaning set forth in Section 7.01.

**Final Documents and Drawings** shall mean, individually or collectively, the Construction Drawings, Construction Budget and Construction Schedule for Phase 2.

**Final Inspection** shall mean an inspection of Phase 2 after Substantial Completion thereof.

**Force Majeure** shall mean, with respect to Developer or City Bodies any cause that is not within the reasonable control of Developer or City Bodies, respectively, including, without limitation: (a) adverse weather conditions in excess of the 10-year NOAA average for the location of the Project; (b) the unusual unavailability of materials, equipment, services, or labor; (c) pandemic, epidemic and any direct effects thereof; and (d) utility or energy shortages or acts or omissions of public utility providers); provided that a party's failure to anticipate normal and customary delays due to weather or normal and customary delays in obtaining Required Permits shall not be deemed Force Majeure.

**General Contractor** shall mean Bowen Engineering Corporation.

**Inspector** shall mean such party or parties designated by the City as its inspector.

**Installment Purchase Agreement** shall mean that Installment Purchase Agreement by and between the City and Developer dated as of even date herewith and in the form attached hereto as **Exhibit F**.

**Latent Defect** shall mean a Material Defect that: (a) is not discovered, and reasonably is not discoverable, by the City or Inspector during a Permitted Inspection and/or the Final Inspection; and (b) has a material and adverse effect on the use, operation, structure, or longevity of Phase 2; and (c) is discovered within ten (10) years of Substantial Completion.

**Latent Defect Period** shall mean, pursuant to Ind. Code § 32-30-1-5, a period of time commencing at Substantial Completion and ending on the date that is ten (10) years thereafter; provided, however, such ten (10) year period shall only apply to any Latent Deflect.

**Laws** shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance, the Americans with Disabilities Act and the Act.

**Material Defect** shall mean any item or component of Phase 2 that: (a) contains a material defect in workmanship or materials; (b) deviates materially from the Final Documents and Drawings; or (c) has not been performed materially in accordance with the terms and conditions of this Agreement.

**Maximum Phase 2 Price** shall mean, subject to change order approved by the City and Developer, Three Million, Six Hundred Sixty-Eight Thousand, Four Hundred Fifty-Two and no/100 Dollars (\$3,668,452.00).

**Non-Compliance Notice** shall mean a written notice from the City to Developer that identifies Material Defects with respect to Phase 2 discovered by the City or the Inspector during a Permitted Inspection and/or the Final Inspection.

**Permitted Change** shall mean any change to a portion of Phase 2, so long as such change: (a) is not inconsistent with the Final Documents and Drawings; (b) does not result in Phase 2 containing structurally flawed elements; (c) does not make it unlikely, impracticable, or impossible for Developer to complete Phase 2, or any component thereof, by the applicable date set forth in the approved Construction Schedule; and (d) does not result in an increase in the Construction Budget.

**Permitted Inspection** shall mean, as applicable, an inspection by the Inspector of any item or component of Phase 2 when deemed to be necessary or appropriate by any of the City Bodies and/or the Inspector, in either of their sole discretion.

**Phase 1** shall mean completing construction of the westside sewer line project.

**Phase 2** shall mean the eastside sewer project as depicted in design plan file titled "6824 Fishers Metro Airport Sanitary Sewer \_ East Leg \_ 06012023" that includes extending sewers ranging in size from 8" – 12" from Structure 11 to Structure 50, full-depth structural backfill under roadway crossings on the proposed Andretti site, and an additional 120 LF of full-depth structural backfill for a future road on the airport property.

**Phase 2 Costs** shall mean the actual cost to design, develop, order, obtain, construct, complete, and transfer Phase 2, fund other soft costs, fees, and expenses incurred by Developer in connection

with the foregoing or otherwise completing its other obligations under the Installment Purchase Agreement and this Agreement.

**Phase 2 Purchase Price** shall mean an amount equal to the total amount disbursed pursuant to the Installment Purchase Agreement, which amount shall not exceed the Maximum Phase 2 Price.

**Project** shall mean, collectively, (a) Phase 2, (b) completing the Phase 2 Design and Bid and (c) constructing and transferring Phase 2 pursuant to the construction drawings, construction schedule and construction budget for Phase 2.

**Project Site** shall have the meaning ascribed to it in the RFPQ and is generally depicted on **Exhibit G**.

**Required Permits** shall mean all permits, licenses, approvals, and consents required by the Laws for construction and use of Phase 2.

**Shared Savings** shall mean that for every One Dollar (\$1.00) that Phase 2 is completed less than the Maximum Phase 2 Price, City shall receive eighty percent (80%) and Developer shall receive twenty (20%) of such savings; provided, however, that the City shall receive one hundred percent (100%) of any remaining allowances, including, without limitation, any portion of the Contingency. The Shared Savings shall be determined upon completion of Phase 2, and Developer shall submit a Disbursement Request (as described in the Installment Purchase Agreement) for its portion of the Shared Savings.

**Substantial Completion** shall mean the later of the date that the City certifies that Phase 2 is substantially complete in compliance with all Laws, this Agreement, and the Required Permits subject only to minor punchlist items that do not interfere with the use or operation and use thereof.

### **ARTICLE III. OBLIGATIONS OF THE PARTIES/TERM**

**3.01 The City's Obligations.** The City shall: (a) schedule and participate in Construction Meetings; (b) pay the Phase 2 Purchase Price to Developer pursuant to the Installment Purchase Agreement, which Purchase Price shall be paid in full on or prior to the Closing; (c) accept the Bill of Sale on the Closing Date; (d) execute and perform the Ancillary Agreements, including, without limitation, the Installment Purchase Agreement; (e) upon properly submitted applications by Developer, review and issue the City's development and permit applications necessary to complete Phase 2, including, whenever possible, coordinating with Developer to lower costs by issuing interim, partial, and/or conditional approvals to allow project critical activities to occur while reserving final approval of less critical activities to the extent allowed by the Laws; (f) within thirty (30) days of receipt of any Disbursement Request, review and pay any portions of such request that are not in dispute; (g) timely review requests for use of Contingency pursuant to Section 10.08; and (h) perform its other obligations set forth herein.

**3.02. Developer's Obligations.** Developer shall: (a) schedule and participate in Construction Meetings; (b) complete Phase 2 consistent with this Agreement; (c) maintain and operate Phase 2 pursuant to Section 7 of the Installment Purchase Agreement, (d) upon payment of the Purchase Price, convey Phase 2 pursuant to the Bill of Sale; (e) execute and perform the Ancillary



Agreements, including, without limitation, the Installment Purchase Agreement; (f) reach Substantial Completion of Phase 2 as required by the Construction Schedule; (g) at least but not more frequently than monthly submit Disbursement Requests as required by the Installment Purchase Agreement; (h) submit requests for use of Contingency to the City Contact pursuant to Section 10.08; and (i) perform its other obligations set forth herein.

**3.03 Term.** This Agreement shall take effect on the Effective Date and shall remain in effect until the earliest of (a) Closing, or (b) the termination of this Agreement as provided herein (the “Term”). Notwithstanding the foregoing or anything contained herein to the contrary, any provision that by its terms specifically survives termination shall continue in full force and effect as specified.

## **ARTICLE IV. REPRESENTATIONS AND WARRANTIES**

### **Section 4.01. By Developer**

a. Required Permits. Developer has determined that that it (i) obtained; or (ii) shall be able to obtain all Required Permits.

b. Ancillary Agreements. Developer has approved the form and substance of all Ancillary Agreements.

c. Authority. Developer represents and warrants to each City Body that: (i) Developer is an Indiana limited liability company duly existing and validly formed under the laws of the State of Indiana; (ii) Developer shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iii) Developer has the authority: (y) to enter into this Agreement; and (z) to perform its obligations hereunder, (iv) Developer has been duly authorized by proper action: (y) to execute and deliver this Agreement; and (z) to perform its obligations hereunder; and (v) this Agreement is the legal, valid, and binding obligation of Developer; (vi) neither Developer nor any party affiliated with Developer has engaged or dealt with any real estate broker or agent in connection with Phase 2 or this transaction and no such person or entity is entitled to claim a commission or fee in connection with this Agreement by, through, or as a result of, the acts or omissions of Developer or any party affiliated with Developer.

d. Non-Discrimination. Developer, for itself, agrees that during the completion of Phase 2, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Developer will state, in all solicitations or advertisements for employees placed by or on behalf of Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

e. E-Verify. All terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq.*, Developer covenants to enroll in and

verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Effective Date. Within ten (10) days after the Effective Date, Developer shall execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program; and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Developer shall provide the City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Developer and delivered to the City's authorized representative.

f. Control. Developer is and shall be liable for ensuring that all subcontractors, employed by or contracting with Developer to complete all or any portion the obligations or responsibilities included in this Agreement, fully comply with the terms included herein.

#### **Section 4.02. By the City.**

a. Ancillary Agreements. The City has approved the form and substance of all Ancillary Agreements.

b. Statutory Procedure. The City has completed or shall complete all procedures required by Laws to undertake the obligations contemplated hereunder; and all requisite public bodies shall have approved this Agreement and authorized the performance of the City's obligations hereunder.

c. No Violation. This Agreement and compliance with the terms hereof are not in violation of any applicable Laws.

d. Purchase Proceeds. As of the Closing Date, the City Bodies, using commercially reasonable efforts, shall have: (i) taken all action necessary and prudent to procure and expend the funds necessary to satisfy the Phase 2 Purchase Price and accept transfer of Phase 2; and (ii) demonstrated that such funds shall be sufficient to satisfy the Phase 2 Purchase Price.

e. Authority. The City represents and warrants to Developer that: (i) it shall not enter into any contracts or undertakings or take any action or fail to take action that would limit, conflict with, or constitute a breach of this Agreement; (ii) the City is a municipal corporation organized and existing under the laws of the State of Indiana; (iii) subject to the necessary proceedings required by law relating to funding the purchase of Phase 2, it has the power: (a) to enter into this Agreement; and (b) to perform its obligations hereunder; (iv) it has been duly authorized by proper action: (A) to execute and deliver this Agreement; and (c) to perform its obligations hereunder, (v) this Agreement is the legal, valid, and binding obligation of it; and (vi) it has not engaged or dealt with any real estate broker or agent in connection with Phase 2 or this transaction and no such person or entity is entitled to claim a commission or fee in connection with this transaction or otherwise by, through, or as a result of, the acts or omissions of the City.

## ARTICLE V. CONSTRUCTION & INSPECTION

**Section 5.01. Compliance with Final Documents and Drawings and Laws.** At all times, Developer shall complete Phase 2 consistent with the Final Documents and Drawings (subject to Section 5.02) and the Laws, and any failure to so complete shall be deemed a violation of and a default under this Agreement.

**Section 5.02. Change Orders.** If Developer or the City desires to make any changes to the Final Documents and Drawings, schedule or price, then Developer, on its behalf or at the direction of the City, shall submit a Change Order Request acceptable to it to the City for review and approval. Within ten (10) days after the City receives the Change Order Request, the City shall deliver to Developer written notice that it approves or rejects the Change Order Request; provided that: (a) the City shall not withhold its approval unreasonably; and (b) if the City rejects all or any part of the Change Order Request, then such notice shall: (i) specify the part or parts that the City is rejecting; and (ii) include the specific basis for such rejection. If the City approves a Change Order Request, then the City and Developer shall execute a Change Order. Notwithstanding anything to the contrary set forth herein: (y) Developer shall not be required to obtain the approval of the City with respect to a Permitted Change; and (z) a Change Order with respect to a Permitted Change shall be effective if executed only by Developer; provided that, with respect to a Permitted Change, Developer shall submit a copy of the Change Order to the City for its review prior to the execution and implementation thereof. Changes to the Final Documents and Drawings that are not identified in a Change Order approved by the City, other than Permitted Changes in a Change Order submitted to the City for review in accordance with the foregoing, shall not be deemed a Permitted Change and shall constitute an Event of Default hereunder. Notwithstanding the foregoing, for any Change Order that Developer reasonably determines will change the Construction Schedule, Developer shall request in writing a review period shorter than ten (10) days, and the (A) City shall respond within the requested time-frame; and (B) Construction Schedule shall automatically and without further action of the parties be amended to add the number of days necessary to complete the change documented in the Change Order.

**Section 5.03. Permits.** Developer acknowledges that any reviews or approvals obtained in connection with the Scoping Services completed pursuant to this Agreement are in addition to, and not in lieu of, any plan review or Required Permits required under applicable Laws for the completion of Phase 2 hereunder, including, without limitation, any permits required as a result of Change Orders. Prior to commencing Phase 2, Developer shall obtain Required Permits with respect to Phase 2 that are available prior to commencement and shall obtain the remainder of the Required Permits upon availability. The City shall use reasonable efforts to assist Developer in its efforts to obtain the Required Permits. Developer acknowledges that City Bodies cannot (and do not) guarantee that Developer will be able to obtain the Required Permits.

**Section 5.04. Completion.** Developer shall complete Phase 2: (A) in a good and workmanlike manner that allows for construction to timely proceed; (B) in accordance with the Final Documents and Drawings (as modified by any Change Orders); and (C) in compliance with the Laws.

Additionally, Developer shall continue work on the Phase 2 Design Build so that the Project can be completed by or before \_\_\_\_\_.

**Section 5.05. Fee Waiver.** The City shall waive or pay all City Fees related to completion of Phase 2, if applicable.

**Section 5.06. Permitted Inspection.** At any time during completion of Phase 2, the City may perform a Permitted Inspection. Within seven (7) business days after a Permitted Inspection, the City may deliver to Developer a Non-Compliance Notice. If the City timely delivers a Non-Compliance Notice, then Developer shall correct, or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice, except and to the extent that any such Material Defects previously have been accepted, or deemed to have been accepted, by the City. Notwithstanding anything to the contrary set forth herein, all items or components of Phase 2 with respect to which no Material Defects are identified in a timely Non-Compliance Notice shall be deemed to be accepted by the City, subject to Latent Defects.

**Section 5.07. Final Inspection.** If Developer delivers to the City a written request for a Final Inspection, then, on or before the later of the date that is ten (10) business days after: (a) receipt of such request; or (b) the date specified in such request as the Substantial Completion date; the City shall: (i) conduct the Final Inspection; and (ii) deliver a Non-Compliance Notice (if applicable) to Developer. Upon receipt of a Non-Compliance Notice, Developer shall correct or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice. All then-completed items or components of Phase 2 with respect to which no Material Defects or punchlist items are identified in a timely Non-Compliance Notice shall be deemed to be accepted by the City, subject to any later discovery of Latent Defects. All Material Defects and punchlist items shall be promptly completed; and, upon correction of all Material Defects and completion of punchlist items identified in the Non-Compliance Notice, the applicable work shall be deemed completed (subject to Section 5.09). Upon: (y) correction of all Material Defects identified in the Non-Compliance Notice; or (z) deemed acceptance pursuant to this Section 5.07; the City shall have no further inspection rights except to ensure compliance by Developer with the Required Permits and as permitted by the Laws.

**Section 5.08. Failure to Cure.** If Developer fails to cure any item in a Non-Compliance Notice or any Latent Defect identified in writing by City, in each case, within thirty (30) days of the receipt of such notice, then City, in addition to any other right or remedy provided herein (and regardless of any Cure Period provided herein), shall be entitled to Five Hundred and no/100 Dollars (\$500.00) per day from Developer for each day after the expiration of such 30-day period that any defective items in any (i) Non-Compliance Notice remain incomplete; or (ii) other notice of any Latent Defect remain incomplete; provided that, if such Material Defect or Latent Defect is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for Developer to remedy such Material Defect or Latent Defect (not to exceed sixty (60) days) so long as Developer commences to remedy such Material Defect or Latent Defect within the thirty (30)

day period and thereafter continuously and diligently pursues such remedy to completion. Notwithstanding the foregoing, the parties expressly acknowledge and agree that Developer may petition the City for an alternative resolution (other than that provided in this Section 5.08) for items subject to Cure or for Latent Defects, and the City, exercising commercially reasonable judgment and in its sole discretion, shall determine whether such an alternative resolution is acceptable.

**Section 5.09. Cure of Defects.** Upon receipt of a Non-Compliance Notice, the City and Developer shall agree when and how Developer shall remedy the Material Defect or Latent Defect that is the subject of the Non-Compliance Notice in such manner and at such times as to minimize disruption (to the extent commercially reasonable) to the operation of Phase 2.

**Section 5.10. Latent Defects.** Notwithstanding anything to the contrary set forth herein, no acceptance, or deemed acceptance, by the City pursuant to this Article V shall be applicable with respect to any Latent Defects. Upon discovery of any Latent Defects by the City, the City shall promptly provide a Non-Compliance Notice thereof to Developer that shall trigger the cure procedure set forth in Section 5.08. Developer shall be responsible for all costs incurred in correcting or remedying Latent Defects of which it receives notice within the Latent Defect Period. Developer shall be released from all liability with respect to Latent Defects of which it receives notice after the expiration of the Latent Defect Period. This Section 5.10 shall survive termination of this Agreement.

**Section 5.11. General; Testing.** In the case of a Permitted Inspection or the Final Inspection, the parties shall: (a) comply with all Laws of which such party has been informed that have been established for personnel present on the Project Site; and (b) coordinate the inspections so that the inspections do not interfere with the completion of Phase 2. The City and Developer each shall have the right to accompany, and/or have its construction manager accompany, the inspecting party during any Permitted Inspection and/or the Final Inspection. Notwithstanding anything to the contrary set forth herein, to the extent the City, in the exercise of its reasonable discretion, requires any sampling or testing (e.g., concrete testing) as part of a Permitted Inspection and/or Final Inspection: (y) the deadline for the City's issuance of a Non-Compliance Notice shall be deemed extended to five (5) business days following the City's receipt of a complete and final set of such test or sample results; and (z) the applicable dates in the Construction Schedule shall likewise be extended.

**Section 5.12. No Waiver of Police Power.** The foregoing rights in favor of the City shall be in addition to, and not in lieu of, any rights and remedies the City may have under this Agreement or applicable Laws; and nothing set forth herein shall be deemed to waive any authority, right, remedy, or power vested in any of the City Bodies under applicable Laws.

**Section 5.13. Insurance/Bonds.** For a period of six (6) months from the Closing Date, Developer shall maintain the policies of insurance described on **Exhibit H**, and until Phase 2 has been conveyed to the City pursuant to the Bill of Sale, Developer shall maintain the bonds includes in



**Exhibit I.** Each such insurance policy shall: (A) be written by a company reasonably acceptable to the City; and (B) provide that it shall not be modified or canceled without written notice to the City at least thirty (30) days in advance. The policy of general liability insurance required by this Section to be maintained by Developer shall name the City and the Indianapolis Airport Authority as additional insureds. Developer shall deliver to the City proof of the required bonds and the certificates of the insurance policies required by this Section 5.13, executed by the insurance company or the general agency writing such policies. Other required coverages may be specified in the Ancillary Agreements.

## **ARTICLE VI. PURCHASE TERMS & CLOSING**

Developer shall convey, and the City shall acquire Phase 2 at the Closing in accordance with the terms and conditions of the Installment Purchase Agreement. The Closing shall occur at such time as mutually agreed by the parties, but in no event later forty-five (45) days from the date for Substantial Completion included in the Construction Schedule.

## **ARTICLE VII. DEFAULT**

**Section 7.01 Event of Default.** It shall be an Event of Default:

- a. If any party fails to perform or observe any term or condition of this Agreement to be performed or observed by it: (i) with respect to the obligation to pay money, if such failure is not cured within ten (10) days after the date on which such payment is due; or (ii) with respect to any other obligation (except for those items addressed in subsections (b) and (c) below), if such failure is not cured within the Cure Period;
- b. Developer (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Contractor's contractual relationship with the City); or (ii) it becomes generally known that Contractor is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise; or
- c. Contractor fails to maintain the requisite professional licenses and approvals to cause the completion of Phase 2.

**Section 7.02 General Remedies.** Whenever an Event of Default occurs, the non-defaulting party may take whatever actions at law or in equity as are necessary or appropriate to: (a) collect any payments due under this Agreement; (b) protect the rights granted to the non-defaulting party under this Agreement; (c) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (d) cure, for the account of the defaulting party, any failure of the

defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting party shall reimburse the non-defaulting party for all such costs and expenses together with interest at the rate of 6% per annum. Notwithstanding anything to the contrary set forth herein, an Event of Default described in Sections 7.01(b) or (c), shall subject this Agreement to immediate termination in the sole discretion of City, a Cure Period shall not apply, and the City shall be solely and exclusively liable for paying for work performed hereunder prior to any such Event of Default.

**Section 7.03 No Exclusive Remedy; Limitation.** No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party in exercising any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a consequence of an Event of Default by such party or otherwise. In the event either party hereto employs an attorney in connection with Claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such Claims. The term "prevailing party" as used in this Agreement shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

## **ARTICLE VIII DELAY**

As a material inducement for and in consideration of the City's obligations herein, Developer has affirmed and hereby guarantees that it can reach Substantial Completion on Phase 2 no later than the date included for Substantial Completion in the Construction Schedule (the "Final Date"), subject to Force Majeure or City-caused delays. Subject to Force Majeure or City-caused delays, if Phase 2 has not reached Substantial Completion within thirty (30) days of the Final Date then City, at Closing, shall receive a credit in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) per day for each day after the Final Date that Phase 2 has not reached Substantial Completion. Moreover, Developer acknowledges that the City will suffer damages if Developer fails to timely achieve the Substantial Completion of Phase 2 as set forth in this Article VIII. Further, Developer acknowledges that the City's damages in the event of such delay or delays will be difficult, if not impossible, to definitely ascertain and quantify. Therefore, Developer agrees that the Two Hundred Fifty and 00/100 Dollars (\$250.00) per day credit is liquidated damages and not a penalty and further waives and relinquishes any claim that the liquidated damages as herein

provided are a penalty. For the avoidance of doubt, this Article XIII shall not be subject to the right to Cure.

## ARTICLE IX. INDEMNIFICATION & ASSIGNMENT

**Section 9.01. By Developer.** Developer shall indemnify and hold harmless City Bodies from and against any and all Claims arising from or connected with: (a) breaches by Developer under contracts to which Developer is a party, to the extent that such contracts relate to the performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (b) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (c) the negligence or willful misconduct of Developer or any party acting by, under, through, or on behalf of Developer; (d) Developer suffering or causing the filing of any mechanic's or materialmen's lien against the Project Site, Phase 2 or any adjacent property owned by City Bodies not caused by a failure of the City to timely pay Phase 2 Purchase Price; or (e) the breach by Developer of any term or condition of this Agreement or any Ancillary Agreement. Notwithstanding the foregoing, each City Body and any party acting by, under, through, or on behalf of such City Body shall be financially responsible for its own gross negligence or willful misconduct and in no event shall Developer indemnify City Bodies for any Claim arising in connection therewith. Notwithstanding anything to the contrary set forth herein, Developer's obligations under this Section 9.01 shall survive the termination of this Agreement.

**Section 9.02. Assignment.** No party hereto shall assign this Agreement without the prior written approval of the other party; provided that: (a) without the prior written approval of Developer, the City may assign this Agreement to another agency or instrumentality of the City that legally is able to perform the respective obligations hereunder; and (b) without the prior written approval of the City, Developer may assign this Agreement to any entity in which Developer maintains a controlling interest. Notwithstanding any assignment permitted under this Section 9.02, the City or Developer, as the case may, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other party of any assignment shall not release the City or Developer, as the case may be, from such performance; provided that, if the City assigns this Agreement to another agency or instrumentality of the City that: (y) has full power and authority to accept an assignment of this Agreement and carry out the respective obligations hereunder; and (z) expressly assumes all such obligations in writing; then the City shall be released from liability under this Agreement for all obligations to be performed after the date of such assignment and assumption.

## ARTICLE X. MISCELLANEOUS PROVISIONS

**Section 10.01. Notice.** Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight

delivery service, with confirmation of receipt, addressed as follows: to the City at 1 Municipal Drive, Fishers, Indiana 46038, Attn: Scott Fadness, Mayor, with a copy to: Jennifer Messer (via email) at [jennifermesserlaw@gmail.com](mailto:jennifermesserlaw@gmail.com); and to GM Development Companies LLC at 8561 N CR 175 E., Springport, IN 47386, Attn: Greg Martz. Either party may change its address for notice from time to time by delivering notice to the other party as provided above.

**Section 10.02. Authority.** Each undersigned person executing this Agreement on behalf of the City and Developer represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of the City and Developer, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement duly have been authorized by the City and Developer, respectively.

**Section 10.03. Force Majeure.** Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the party asserting Force Majeure shall deliver written notice thereof to the other party as soon as reasonably practical; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

**Section 10.04. Merger.** All prior agreements, understandings, and commitments between the parties regarding Phase 2 are hereby superseded, terminated, and merged herein, and shall be of no further force or effect.

**Section 10.05. Termination/Costs.** In the event of the termination of this Agreement by City on or before Closing, City shall compensate Developer for work accepted pursuant to the Installment Purchase Agreement prior to any Event of Default or termination, Developer shall transfer pursuant to a bill of sale (substantially similar to the Bill of Sale) those portions of Phase 2 for which it has been compensated, and the City and shall have no further liability to Developer, except for claims timely and properly made in accordance herewith and unresolved at the time of compensation as set forth hereunder.

**Section 10.06 Negotiation.** Except as otherwise provided herein, each party shall bear its own costs in connection with negotiation and performance of this Agreement.

**Section 10.07. Miscellaneous.** Subject to Section 9.02, this Agreement shall inure to the benefit of, and be binding upon, the City and Developer, and their respective successors and assigns. This Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal

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

**Section 10.08. Contingency.** Contingency shall be exclusively utilized for additional, unanticipated costs of work within the Maximum Phase 2 Price. Contractor shall be required to obtain approval from the City for any usage of the Contingency. Such approval shall be sought via email addressed to [Hatem](mailto:Hatem) Mekky (mekkyh@fishers.in.us), Jeremy Schmitt (schmittj@fishers.in.us) and Jennifer Messer (jennifercmesserlaw@gmail.com) (each a “City Contact”). A City Contact shall approve or disapprove with written specificity each such request within two (2) business days of receipt of such request or the request for use of Contingency shall be deemed approved.

**Section 10.09. Exhibits.** The following exhibits are attached hereto and incorporated herein as if fully set forth:

- Exhibit A: Bill of Sale
- Exhibit B: Clarifications & Exclusions
- Exhibit C: Construction Budget
- Exhibit D: Construction Drawings



Exhibit E: Construction Schedule  
Exhibit F: Installment Purchase Agreement  
Exhibit G: Project Site  
Exhibit H: Insurance

*[signatures on following pages]*

IN WITNESS WHEREOF, the City and Developer have executed this Fishers Wastewater Line Build Operate Transfer Agreement as of the day and year first written above.

**“CITY”**

**CITY OF FISHERS, INDIANA**

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

**“DEVELOPER”**

**GM DEVELOPMENT COMPANIES LLC**

By: \_\_\_\_\_  
Gregory W. Martz, Sole Member

**Exhibit A**  
**Bill of Sale**  
*[included on following pages]*

## BILL OF SALE

This Bill of Sale (this “Bill of Sale”), dated as of \_\_\_\_\_ (the “Effective Date”), is by and between GM Development Companies LLC, an Indiana limited liability company (“Developer”), and the City of Fishers, Indiana, by and through its Board of Public Works and Safety (the “City”) as follows:

### RECITALS

**WHEREAS**, Developer and City have entered into that certain Installment Purchase Agreement, dated as of \_\_\_\_\_, 2023 the (“Purchase Agreement”), pursuant to which, among other things, Developer has agreed to sell, assign, transfer and convey to City, upon the terms and conditions set forth therein, that certain Phase 2, as defined therein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Developer hereby sells, assigns, transfers and conveys to City, and City hereby accepts, as of the date hereof, in accordance with and subject to the terms of the Purchase Agreement, all of Developer’s right, title and interest in and to Phase 2 (as defined therein).

2. Conflict. This Bill of Sale is subject to all the terms and conditions of the Purchase Agreement, including without limitation all representations and warranties and indemnities. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and provisions of this Bill of Sale and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

**IN WITNESS WHEREOF**, this Bill of Sale has been duly executed and delivered by the duly authorized representatives of City and Developer as of the Effective Date.

**DEVELOPER:**

GM DEVELOPMENT COMPANIES LLC

By: \_\_\_\_\_  
Gregory W. Martz, Sole Member

**CITY:**

CITY OF FISHERS, INDIANA

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



## **Exhibit B**

### **Clarifications and Exclusions**

Phase 2 will be completed in accordance with the Agreement. In recognition of the mutual benefits of the design-assist process, it is an expectation that the details of the scope of work will change as key design decisions are made with related Phase 2 project savings.

#### **Phase 2:**

##### **Scope of Work:**

1. The proposal is based upon the file "6824 Fishers Metro Airport Sanitary Sewer\_ East Leg\_ 06012023" received on Monday, June 5th.
2. The scope includes extending an 8"-12" sewer from Structure 11 to Structure 50.
3. Pricing includes full depth structural backfill only under roadway crossings with an additional 120 LF of full depth for a future road.

##### **Base Price Proposed:**

1. Bowen has included Supply and install of approximately 3,750 LF of 12" SDR 26 PVC Pipe
2. Bowen has included Supply and install of approximately 1,400 LF of 12" SDR 21 PVC Pipe
3. Bowen has included Supply and install of approximately 950 LF of 10" SDR 26 PVC Pipe
4. Bowen has included Supply and install of approximately 140 LF of 8" SDR 26 PVC Pipe
5. Bowen has included Supply and install of structures 29 through 50
6. Bowen has included Supply and install of temporary SWPP per the provided documents.
7. Bowen has included Supply and install of temporary access road from Hague Road to station 115+00, and a laydown yard

##### **Proposal Clarifications and Exceptions:**

1. Bowen has assumed the site will be accessible from Hague Road through the Andretti property for all Bowen equipment, deliveries, and dump trucks.
2. All work is to be performed in one mobilization. Bowen has not accounted for additional mobilizations needed for sequencing work with other on-site construction activities.
3. All existing fence material will be re-used to the maximum extent possible while maintaining security for the airport.
4. All state and regulatory permits are to be provided by others. Bowen will acquire all local permits as required.
5. Pricing does not include costs for acquiring rights-of-ways, temporary and permanent easements.
6. Bowen has not included any cost related to crop damage/loss for farm field work within the easements.
7. Bowen has excluded the cost for the relocation of existing utilities which may conflict with this project.
8. Neither removal nor treatment of contaminated soils and groundwater, if encountered, has been included.
9. Rock excavation and/or demolition of rock of any kind, if encountered, has not been included.
10. The above price is based upon the assumption that the work will be performed during normal working hours (8 hours per day – approximate start/end time 7:00 AM and 5:00 PM). Holiday, weekend, and overtime costs are not included in the base price.
11. This proposal is valid for 30 days.

## Exhibit C Construction Budget

### Exhibit C - Construction Budget

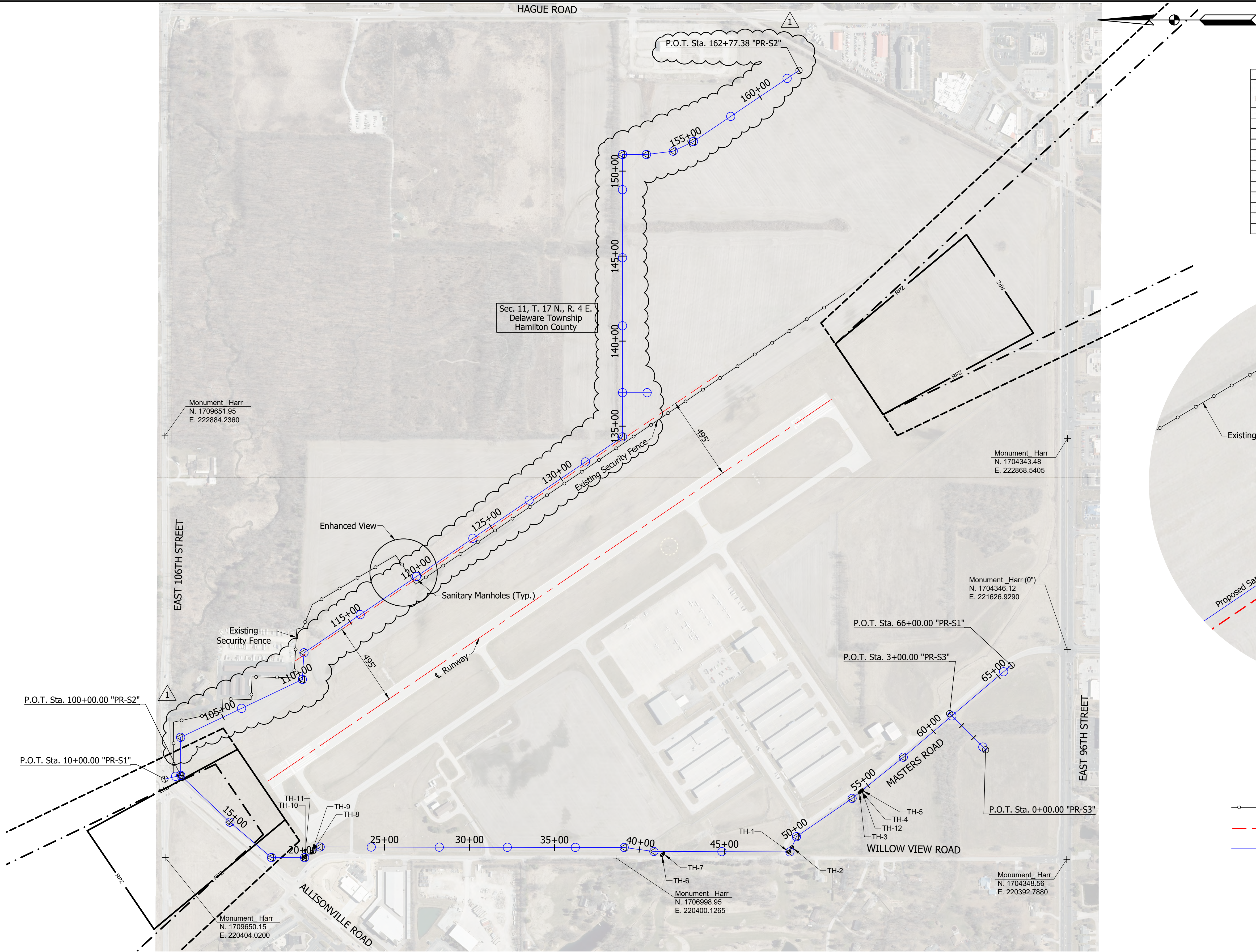
|                                    |                                      |    |              |    |   |    |                    |
|------------------------------------|--------------------------------------|----|--------------|----|---|----|--------------------|
| <b>Phase Two (East Leg):</b>       |                                      |    |              |    |   |    |                    |
| 6.01                               | Mobilization                         | \$ | 183,422.00   | \$ | - | \$ | 183,422.00 0.00%   |
| 6.02                               | Construction Engineering/Supervision | \$ | 425,000.00   | \$ | - | \$ | 425,000.00 0.00%   |
| 6.03                               | Submittals                           | \$ | 100,000.00   | \$ | - | \$ | 100,000.00 0.00%   |
| 6.04                               | Bonds and Insurance                  | \$ | 65,000.00    | \$ | - | \$ | 65,000.00 0.00%    |
| 6.05                               | General Conditions                   | \$ | 573,429.00   | \$ | - | \$ | 573,429.00 0.00%   |
| 7.00                               | Subsurface Investigation             | \$ | 135,000.00   | \$ | - | \$ | 135,000.00 0.00%   |
| 7.01                               | Hauling and Dump Fees                | \$ | 550,000.00   | \$ | - | \$ | 550,000.00 0.00%   |
| 7.02                               | Granular Material                    | \$ | 440,000.00   | \$ | - | \$ | 440,000.00 0.00%   |
| 7.03                               | SWPP                                 | \$ | 85,000.00    | \$ | - | \$ | 85,000.00 0.00%    |
| 7.04                               | Fences and Gates                     | \$ | 35,000.00    | \$ | - | \$ | 35,000.00 0.00%    |
| 7.05                               | Landscaping                          | \$ | 47,970.00    | \$ | - | \$ | 47,970.00 0.00%    |
| 8.00                               | Underground Pipe Material            | \$ | 300,000.00   | \$ | - | \$ | 300,000.00 0.00%   |
| 8.01                               | Manhole Material                     | \$ | 150,000.00   | \$ | - | \$ | 150,000.00 0.00%   |
| 8.02                               | Sanitary Sewer Installaion           | \$ | 437,060.00   | \$ | - | \$ | 437,060.00 0.00%   |
| 8.03                               | Sewer Testing and Televising         | \$ | 15,000.00    | \$ | - | \$ | 15,000.00 0.00%    |
| 9.00                               | Developer Fee                        | \$ | 5,000.00     | \$ | - | \$ | 5,000.00 0.00%     |
| 9.01                               | CM Fee (3.5%)                        | \$ | 121,571.00   | \$ | - | \$ | 121,571.00 0.00%   |
| 9.02                               | Retainage                            | \$ | -            | \$ | - | \$ | - #DIV/0!          |
| <b>Phase Two (East Leg) Total:</b> |                                      | \$ | 3,668,452.00 | \$ | - | \$ | 3,668,452.00 0.00% |



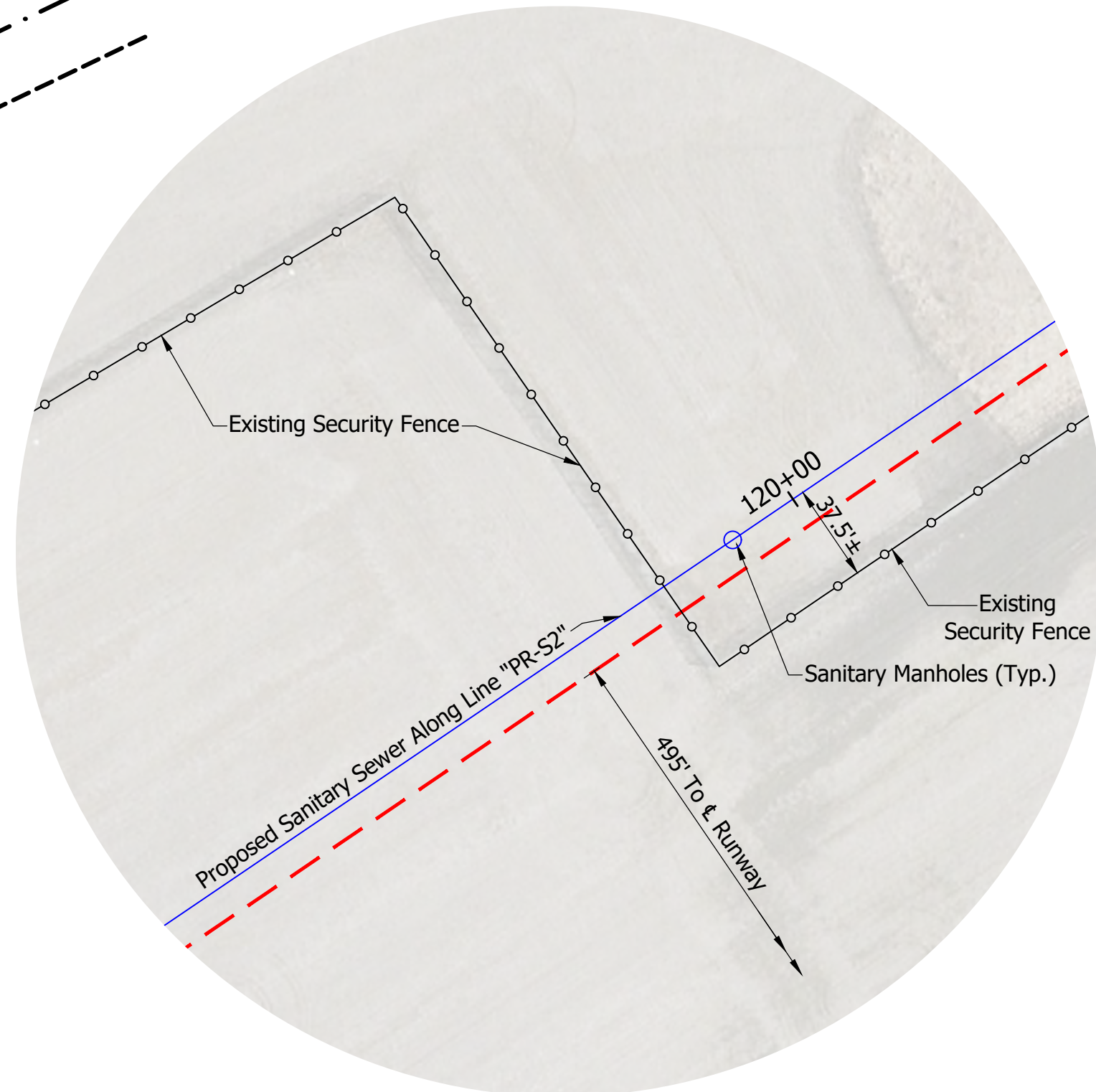
**Exhibit D**  
**Construction Drawings**  
***[separately provided]***



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| UTILITY POT HOLE TABLE |          |        |                               |                      |                             |
|------------------------|----------|--------|-------------------------------|----------------------|-----------------------------|
| POT HOLE NO.           | STATION  | OFFSET | APPROXIMATE SURFACE ELEVATION | TOP OF UTILITY DEPTH | DESCRIPTION                 |
| TH-1                   | 48+80.22 | 0.03'  | 793.32'                       | 1.90'                | Fiber - 2" Innerduct        |
| TH-2                   | 49+15.27 | -0.03' | 792.70'                       | 2.93'                | AT&T - 2" Innerduct         |
| TH-3                   | 54+36.06 | -0.17' | 792.48'                       | 3.85'                | Electric - 1/2" Direct Bury |
| TH-4                   | 54+47.65 | 0.08'  | 792.54'                       | 4.04'                | Gas - 2" Plastic            |
| TH-5                   | 54+56.28 | 0.03'  | 792.61'                       | 3.98'                | (TH-5)- Water - 4" Plastic  |
| TH-6                   | 41+33.15 | 21.39' | 784.45'                       | 3.54'                | AT&T - 2" Innerduct         |
| TH-7                   | 41+40.97 | 10.81' | 784.67'                       | 3.49'                | Electric - 1" Innerduct     |
| TH-8                   | 20+63.04 | 0.09'  | 781.17'                       | 3.07'                | AT&T - 1" Innerduct         |
| TH-9                   | 20+64.52 | -2.04' | 781.26'                       | 2.79'                | Unknown - 4" PVC            |
| TH-10                  | 20+15.61 | -0.35' | 780.91'                       | 2.71'                | AT&T - 1" Innerduct         |
| TH-11                  | 20+15.66 | -2.58' | 780.93'                       | 3.00'                | Unknown - 4" PVC            |
| TH-12                  | 54+53.65 | -0.07' | 792.61'                       | 4.61'                | Water - 12" Ductile Iron    |



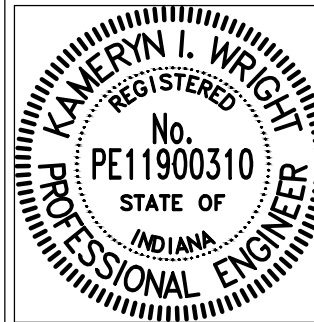
ENHANCED VIEW  
Scale: 1"=50'

- LEGEND**
- Existing Security Fence
  - 495' Runway & Offset Line
  - Proposed Sanitary Sewer And Sanitary Manholes

PROJECT INDEX MAP

|                  |    |
|------------------|----|
| HORIZONTAL SCALE |    |
| 1"=300'          |    |
| VERTICAL SCALE   |    |
| N/A              |    |
| SHEET            |    |
| 2                | 33 |
| PROJECT          |    |

1 Revised 5/19/2023  
Revised Line "PR-S2"



RECOMMENDED FOR APPROVAL: *Kameryn Wright* 7/21/2023  
DESIGNED: K. Wright DRAWN: G. Nullner  
CHECKED: M. Chmeliwskyj CHECKED: K. Wright

METRO AIRPORT SANITARY SEWER  
FISHERS INDIANA

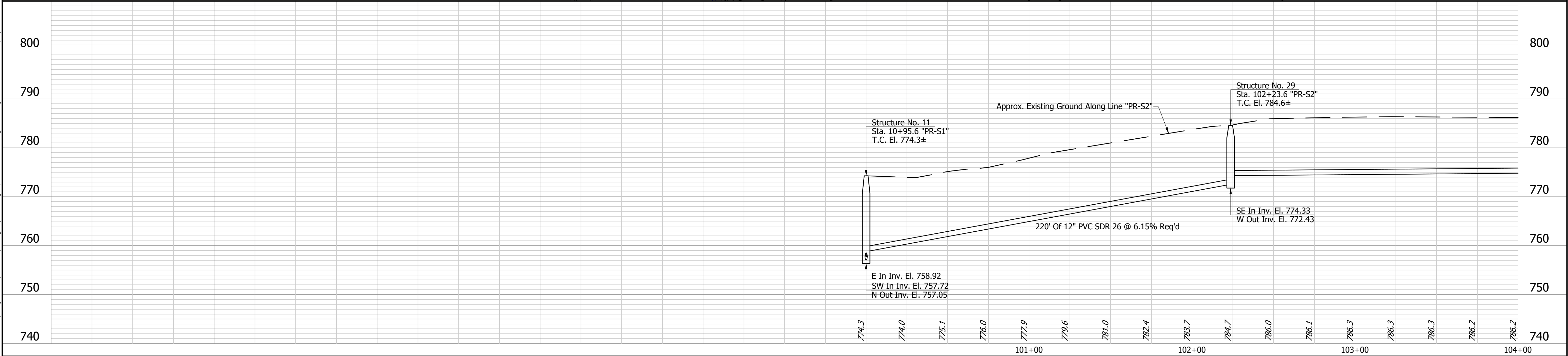
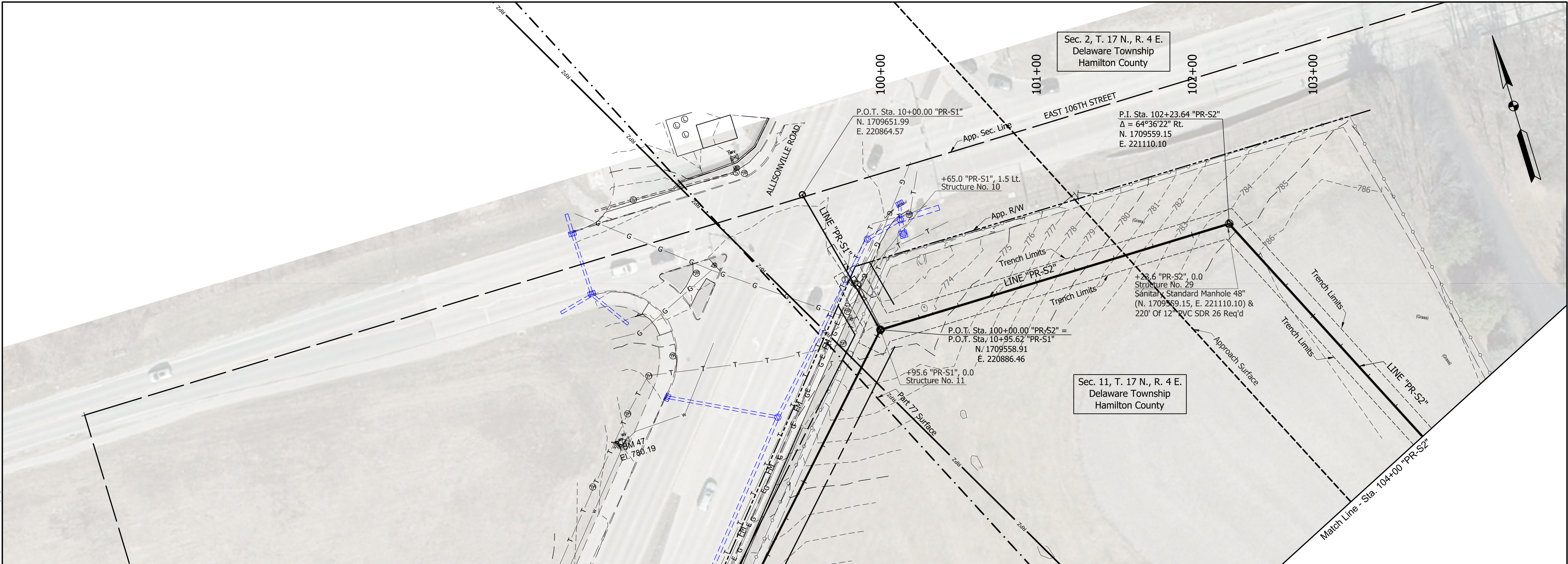
Headquarters  
8450 WESTFIELD BLVD., SUITE 300  
INDIANAPOLIS, IN 46240-8302  
TEL 317-713-4616  
FAX 317-713-4616  
www.BFSEngr.com

Branch Locations  
FORT WAYNE 260-459-1532  
LOUISVILLE 502-593-1996  
LAFAYETTE 765-423-5602  
MERRILLVILLE 219-769-2333  
PLAINFIELD 317-839-3242  
SOUTH BEND 574-288-5727

**BF&S**  
CIVIL ENGINEERS



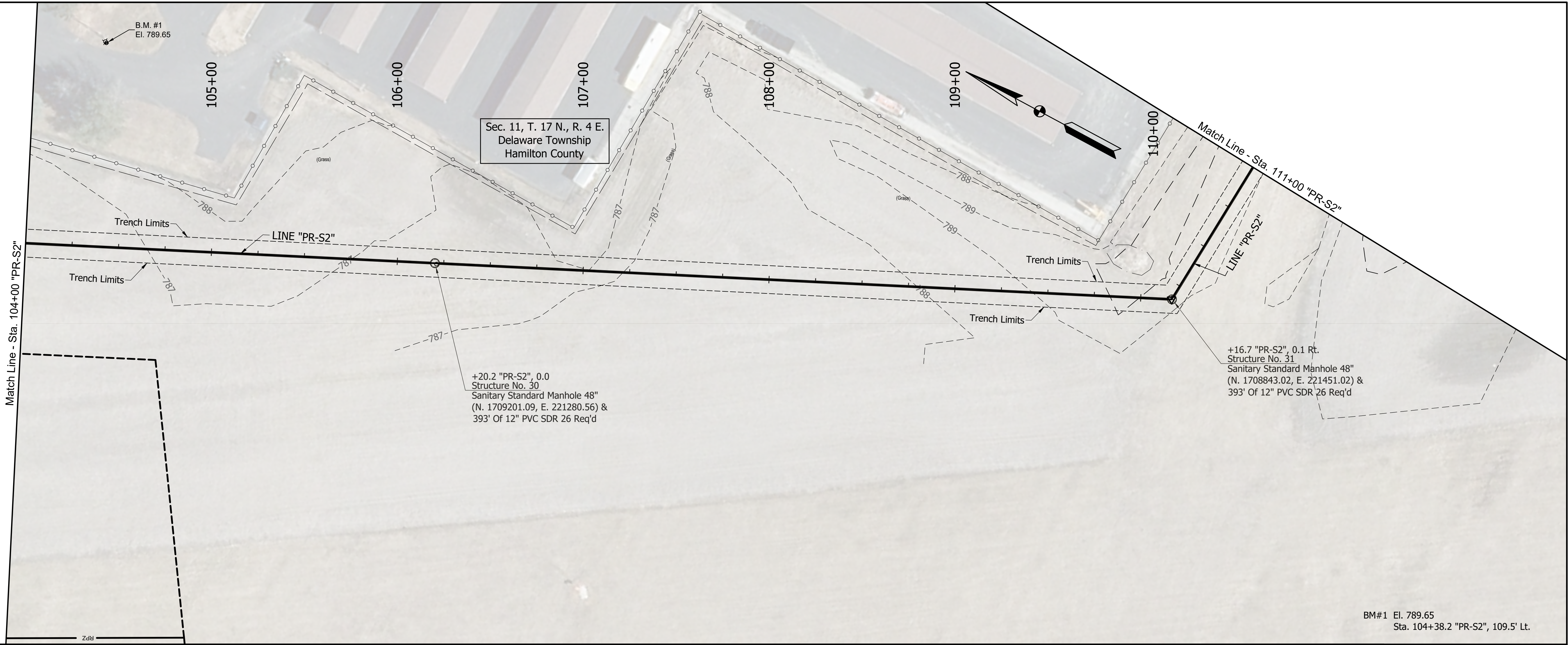
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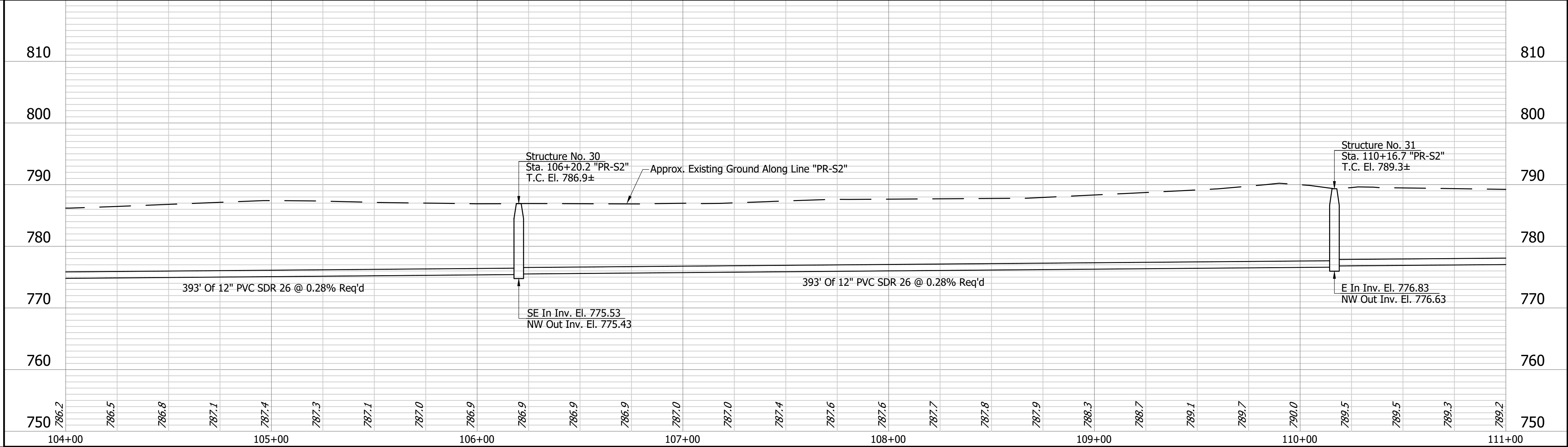
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|--|--|--|--|---------------------------------------------|--|--|--|--------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------|--|
|  |  |  |  | 1 Revised 5/19/2023<br>Revised Line "PR-S2" |  |  |  | RECOMMENDED FOR APPROVAL: <i>Kameron I. Wright</i> 7/21/2023<br>DESIGN ENGINEER DATE |  | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA                                                                                            |  |  |  | HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10' |  |                                                                                                                                                                                     |  |                              |  |
|  |  |  |  |                                             |  |  |  | DESIGNED: K. Wright DRAWN: G. Nullner                                                |  | Headquarters<br>8450 WESTFIELD BLVD., SUITE 300<br>INDIANAPOLIS, IN. 46240-8302<br>TEL 317-713-4616<br>FAX 317-713-4616<br>www.BFSEngr.com |  |  |  |                                                        |  | Branch Locations<br>FORT WAYNE 260-459-1532<br>LOUISVILLE 502-593-1996<br>LAFAYETTE 765-423-5602<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 |  | SHEET<br>14 OF 33<br>PROJECT |  |



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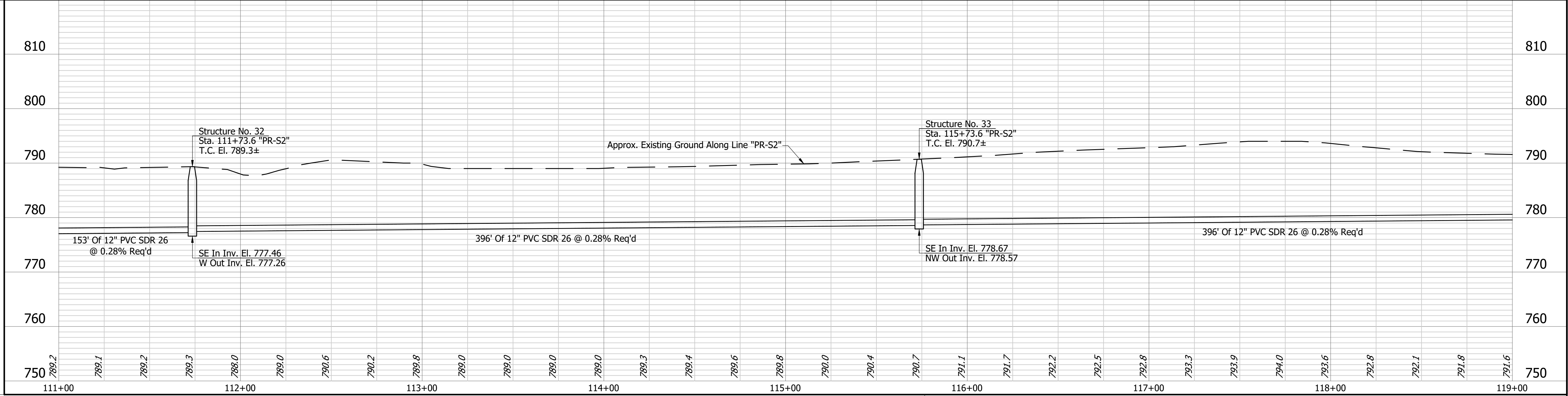
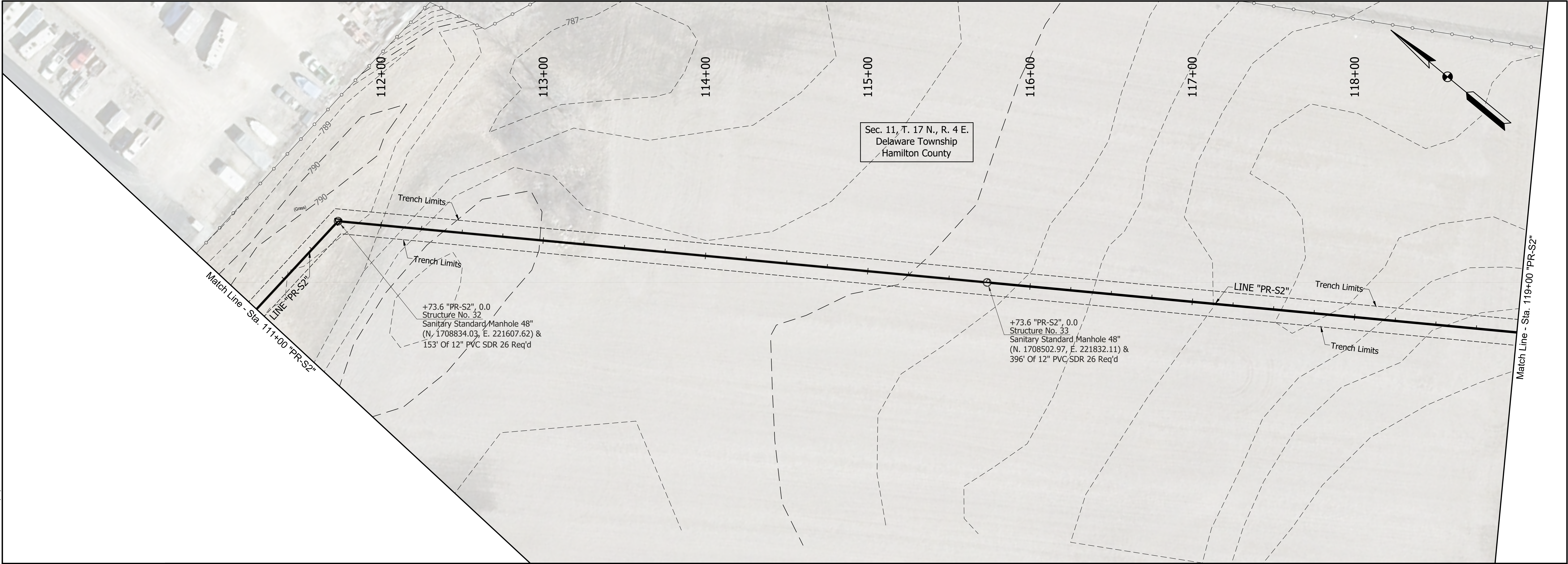
BM#1 El. 789.65  
Sta. 104+38.2 "PR-S2", 109.5' Lt.



|  |  |  |  |                                             |  |  |  |                                                                                      |  |                                                 |  |                                                                                                                                                                                          |  |                                                                                        |  |
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|  |  |  |  | 1 Revised 5/19/2023<br>Revised Line "PR-S2" |  |  |  | RECOMMENDED FOR APPROVAL: <i>Kameryn Wright</i> 7/21/2022<br>DESIGN ENGINEER DATE    |  | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA |  | <br>Branch Locations:<br>FORT WAYNE 260-459-1532<br>LOUISVILLE 502-593-1998<br>LAFAYETTE 765-423-5602<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 |  | HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10'<br>SHEET<br>15 OF 33<br>PROJECT |  |
|  |  |  |  |                                             |  |  |  | DESIGNED: K. Wright DRAWN: G. Nulliner<br>CHECKED: M. Chmeliwskyj CHECKED: K. Wright |  |                                                 |  |                                                                                                                                                                                          |  |                                                                                        |  |



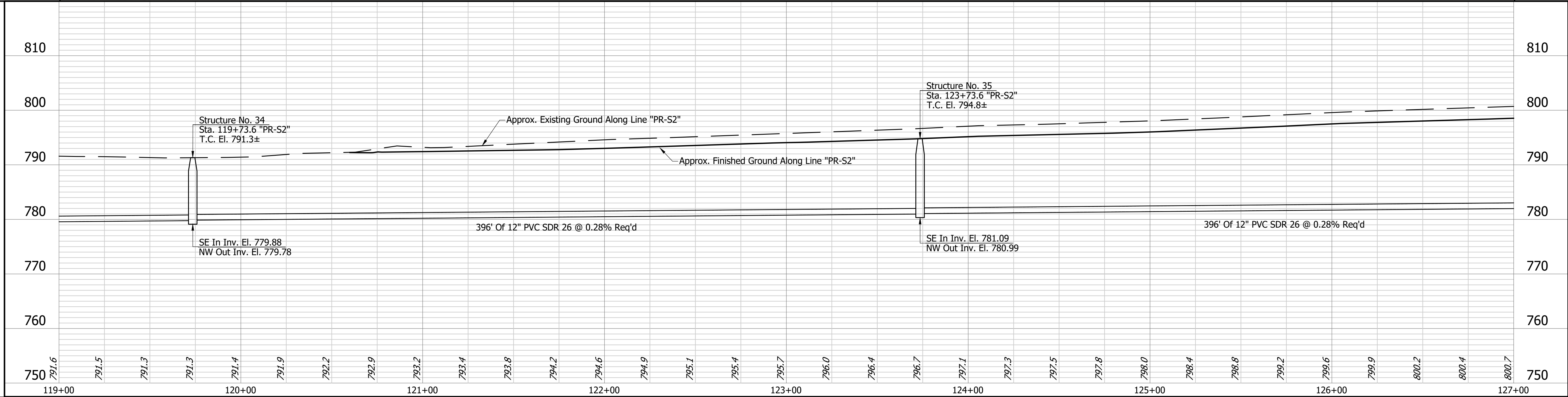
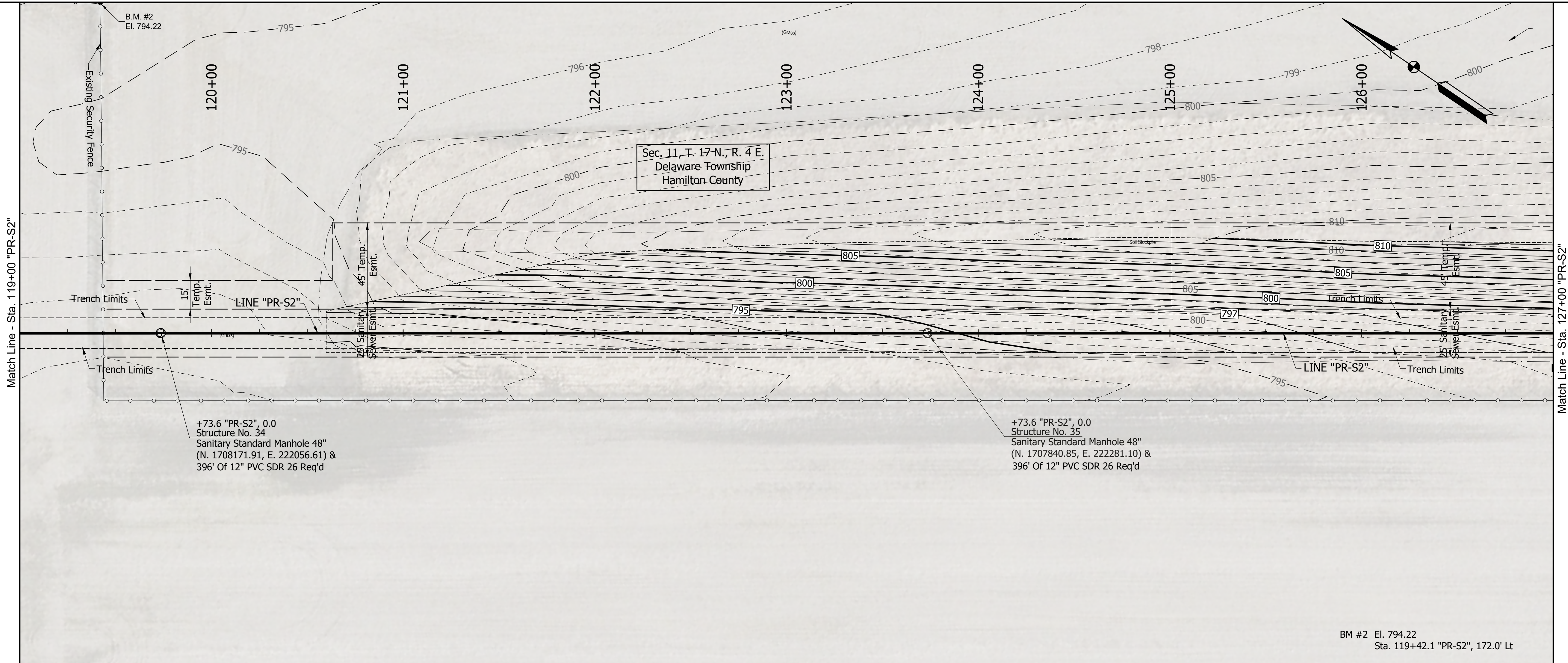
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|  |  |  |  |  |  | 1 Revised 5/19/2023<br>Revised Line "PR-S2" |  |  |  | RECOMMENDED FOR APPROVAL: <i>Kameryn Wright</i> 7/21/2022<br>DESIGN ENGINEER DATE |  | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA |  | <br>Branch Locations<br>FORT WAYNE 260-459-1532<br>LOUISVILLE 502-593-1996<br>LAFAYETTE 765-423-5602<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 |  | HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10'<br>SHEET<br>16 OF 33<br>PROJECT |  |
|  |  |  |  |  |  |                                             |  |  |  |                                                                                   |  |                                                 |  |                                                                                                                                                                                         |  | Revised 5/19/2023                                                                      |  |



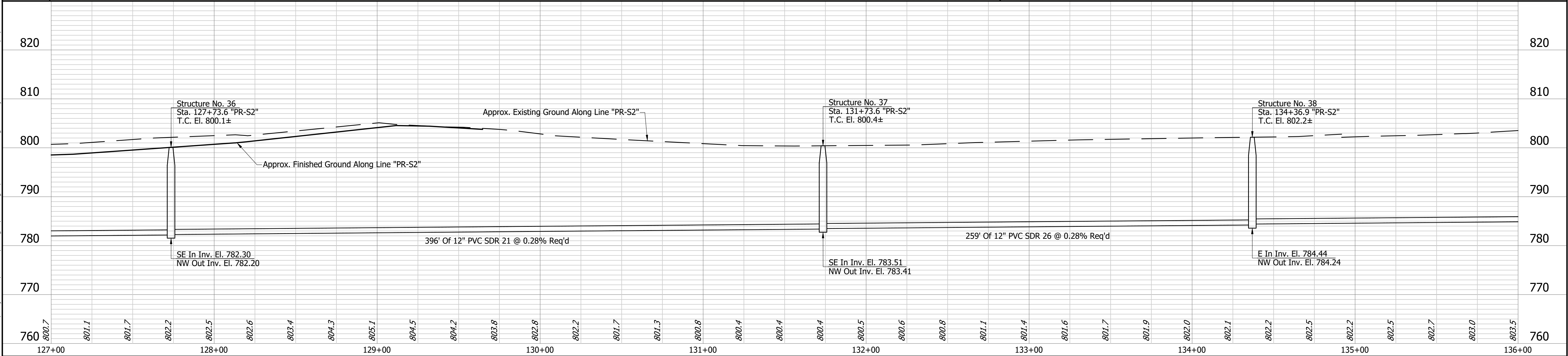
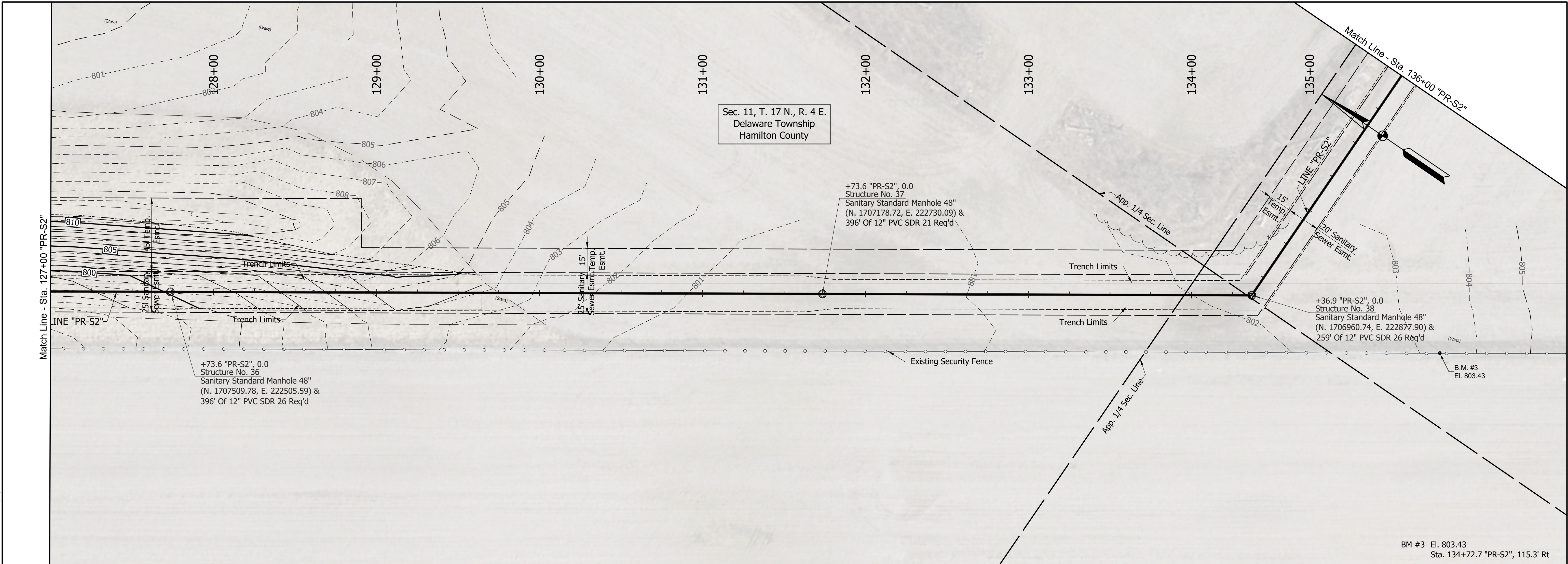
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|  |  |  |  |  |  | 1 Revised 5/19/2023<br>Revised Line "PR-S2" |  |  |  | RECOMMENDED FOR APPROVAL: <i>Kameryn Wright</i> 7/21/2023<br>DESIGN ENGINEER DATE    |  | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA |  | <br>Branch Locations:<br>FORT WAYNE 260-458-1532<br>LOUISVILLE 502-583-1998<br>LAFAYETTE 765-423-5802<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 |  | HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10'<br>SHEET<br>17 OF 33<br>PROJECT |  |
|  |  |  |  |  |  |                                             |  |  |  | DESIGNED: K. Wright DRAWN: G. Nulliner<br>CHECKED: M. Chmeliwskyj CHECKED: K. Wright |  |                                                 |  |                                                                                                                                                                                          |  |                                                                                        |  |



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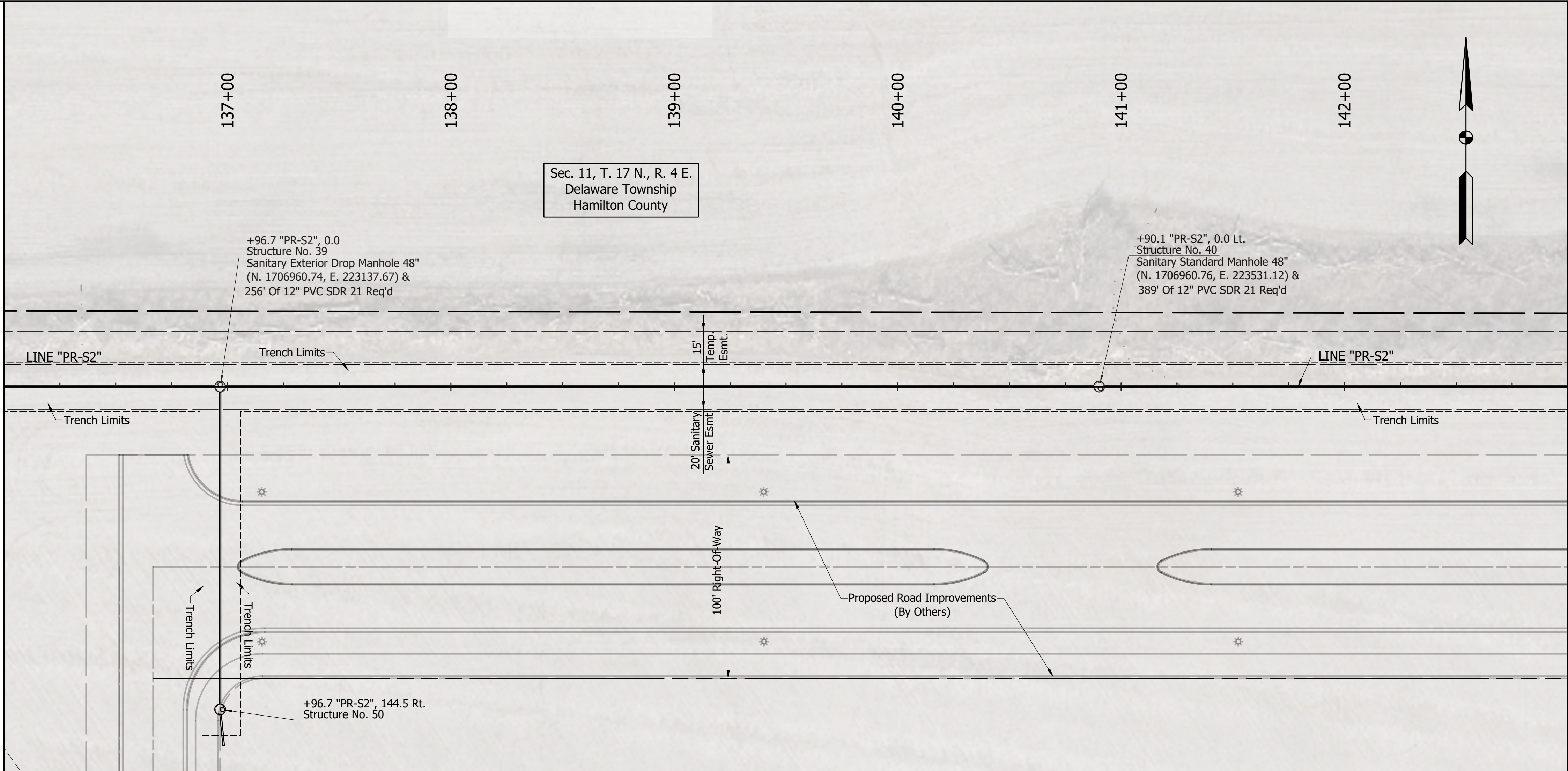


|  |  |  |  |  |                                             |                                                                                       |                                                                                           |                                                 |                                                                                                                                                                                                                                                                                                |                                                                                        |
|--|--|--|--|--|---------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
|  |  |  |  |  | 1 Revised 5/19/2023<br>Revised Line "PR-S2" |  | RECOMMENDED<br>FOR APPROVAL<br><i>Kameryn Wright</i><br>DESIGN ENGINEER<br>DATE 7/21/2023 | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA | <br>Branch Locations<br>FORT WAYNE<br>LOUISVILLE<br>LAFAYETTE<br>MERRILLVILLE<br>PLAINFIELD<br>SOUTH BEND<br>260-459-1532<br>502-593-1998<br>765-423-5602<br>219-769-2333<br>317-839-3242<br>574-288-5727 | HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10'<br>SHEET<br>18 OF 33<br>PROJECT |
|--|--|--|--|--|---------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|

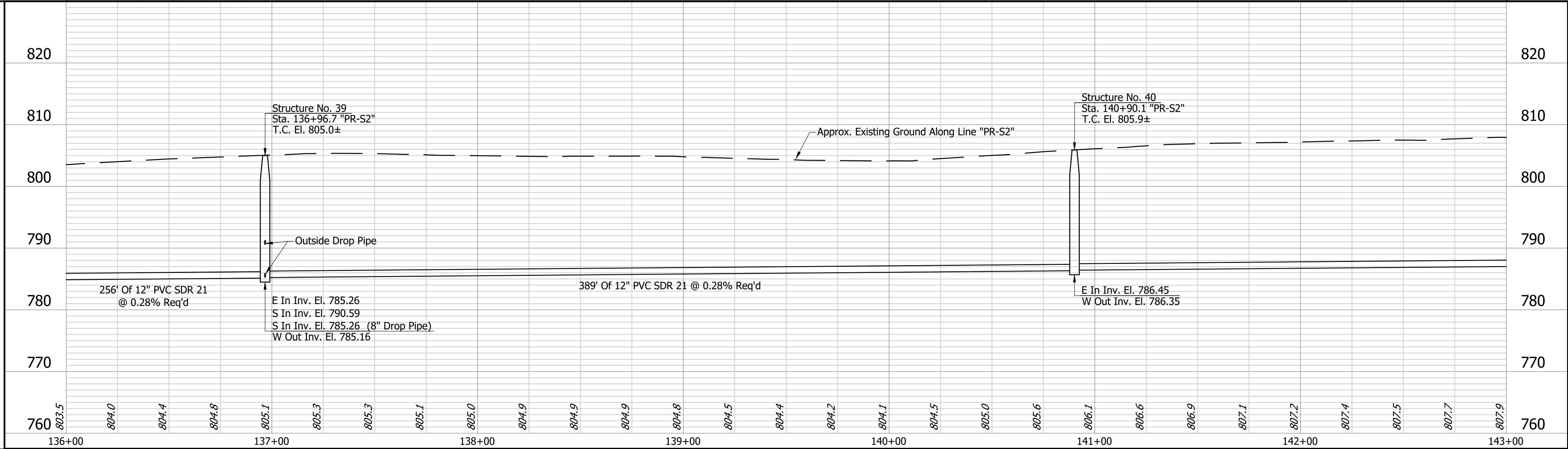


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Match Line - Sta. 136+00 "PR-S2"



Match Line - Sta. 143+00 "PR-S2"



1 Revised 5/19/2023  
Revised Line "PR-S2"



RECOMMENDED FOR APPROVAL: *Kameryn Wright* 7/21/2022  
DESIGNED: K. Wright DRAWN: G. Nulliner  
CHECKED: M. Chmeliwskyj CHECKED: K. Wright

METRO AIRPORT SANITARY SEWER  
FISHERS INDIANA

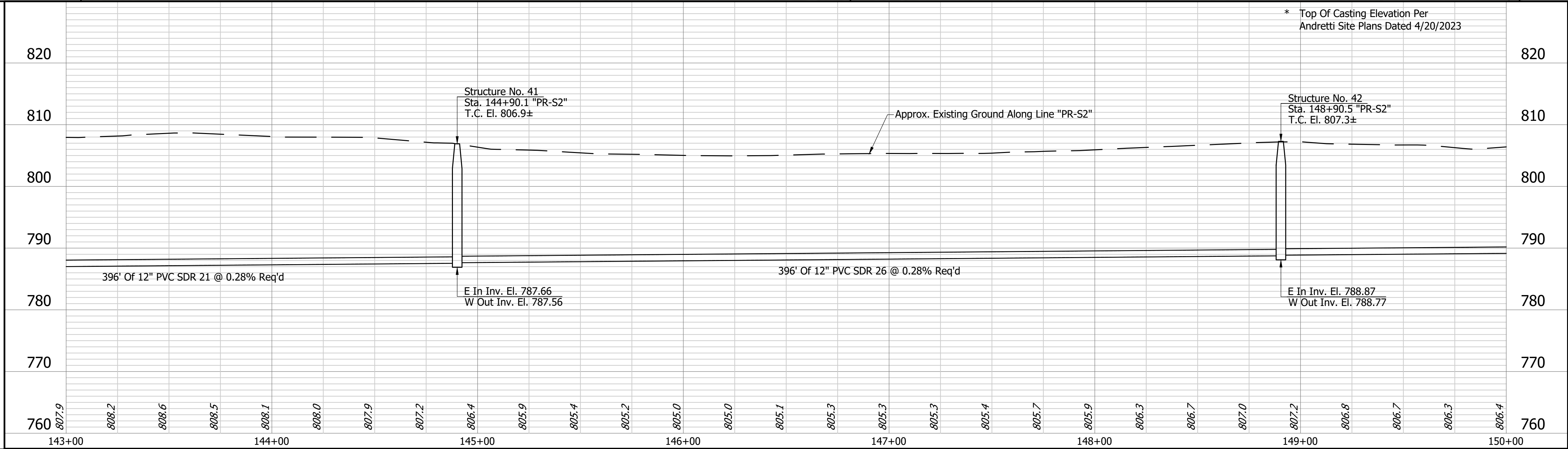
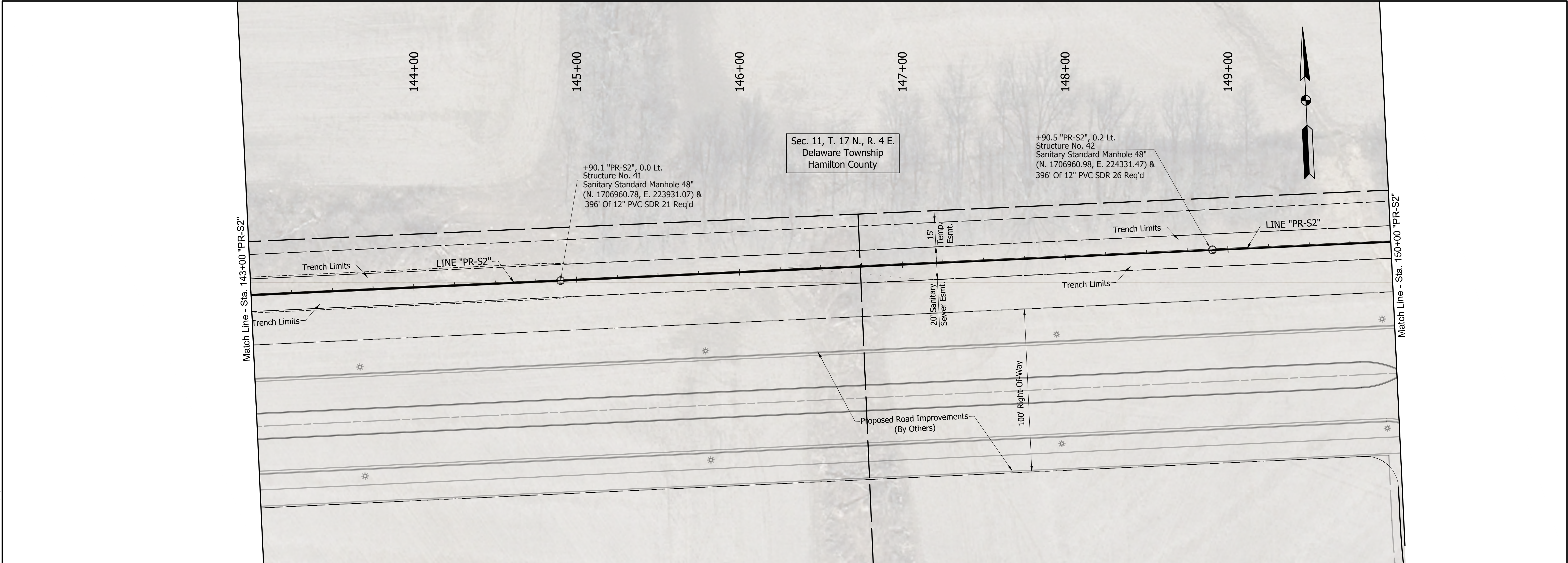
Headquarters: 8450 WESTFIELD BLVD., SUITE 300, INDIANAPOLIS, IN 46240-8302  
Branch Locations: FORT WAYNE, LOUISVILLE, LAFAYETTE, MERRILLVILLE, PLAINFIELD, SOUTH BEND

260-459-1532, 502-593-1998, 765-423-5602, 219-769-2333, 317-839-3242, 574-288-5727

|                  |    |    |
|------------------|----|----|
| HORIZONTAL SCALE |    |    |
| 1"=30'           |    |    |
| VERTICAL SCALE   |    |    |
| 1"=10'           |    |    |
| SHEET            |    |    |
| 19               | OF | 33 |
| PROJECT          |    |    |
|                  |    |    |



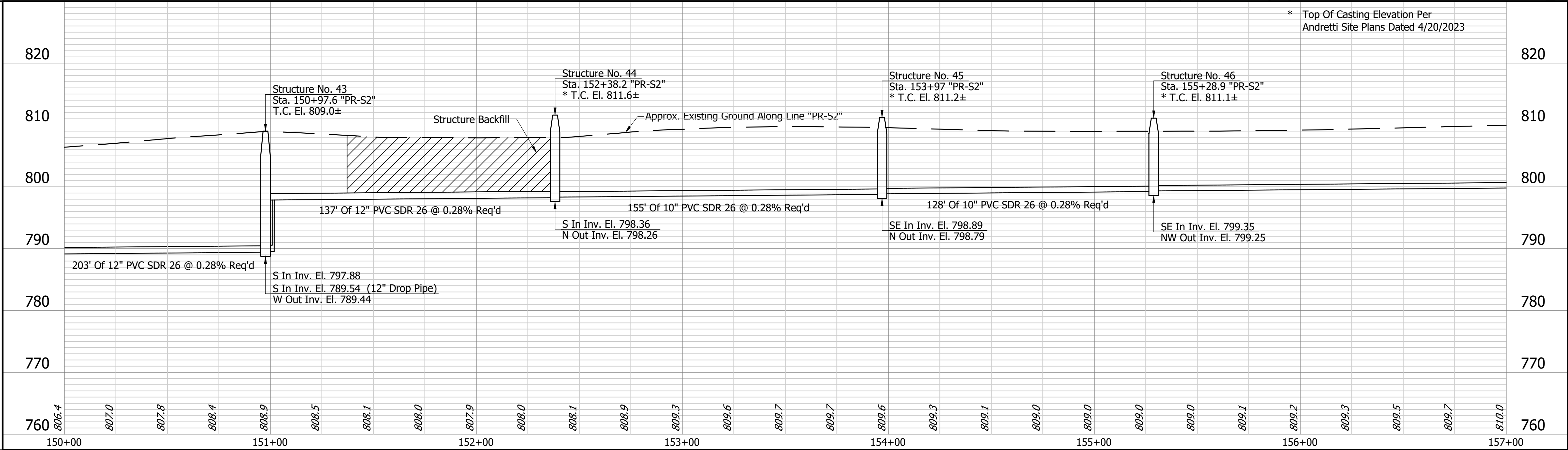
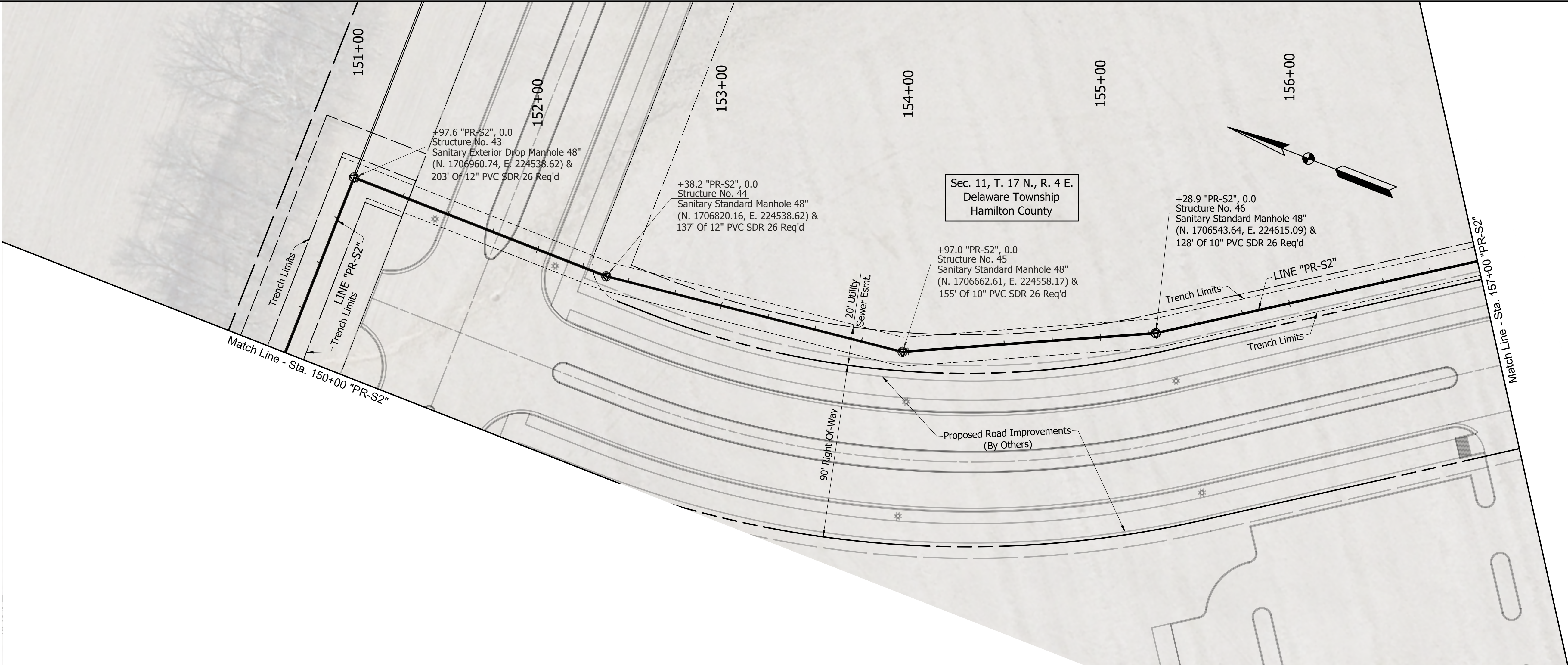
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|  |  |  |  |  |  |                                             |  |  |  |                                                                                      |  |                                                                                                                                           |  |                                                        |  |                                                                                                                                                                                     |  |                              |  |
|--|--|--|--|--|--|---------------------------------------------|--|--|--|--------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------|--|
|  |  |  |  |  |  | 1 Revised 5/19/2023<br>Revised Line "PR-S2" |  |  |  | RECOMMENDED<br>FOR APPROVAL: <i>Kameryn Wright</i> 7/21/2022<br>DESIGN ENGINEER DATE |  | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA                                                                                           |  | HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10' |  |                                                                                                                                                                                     |  |                              |  |
|  |  |  |  |  |  |                                             |  |  |  | DESIGNED: K. Wright DRAWN: G. Nulliner                                               |  | Headquarters<br>8450 WESTFIELD BLVD., SUITE 300<br>INDIANAPOLIS, IN 46240-8302<br>TEL 317-713-4616<br>FAX 317-713-4616<br>www.BFSEngr.com |  |                                                        |  | Branch Locations<br>FORT WAYNE 260-459-1532<br>LOUISVILLE 502-593-1996<br>LAFAYETTE 765-423-5602<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 |  | SHEET<br>20 OF 33<br>PROJECT |  |



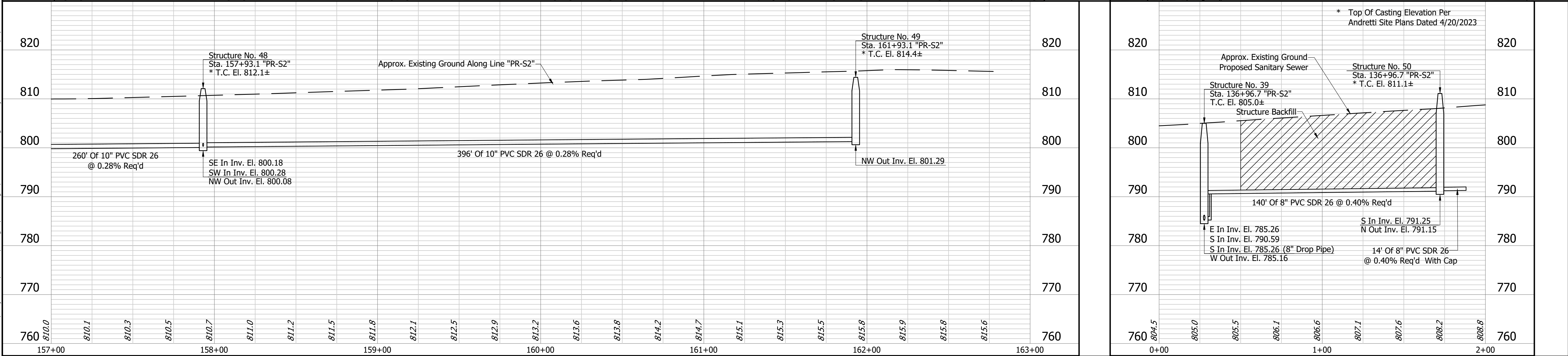
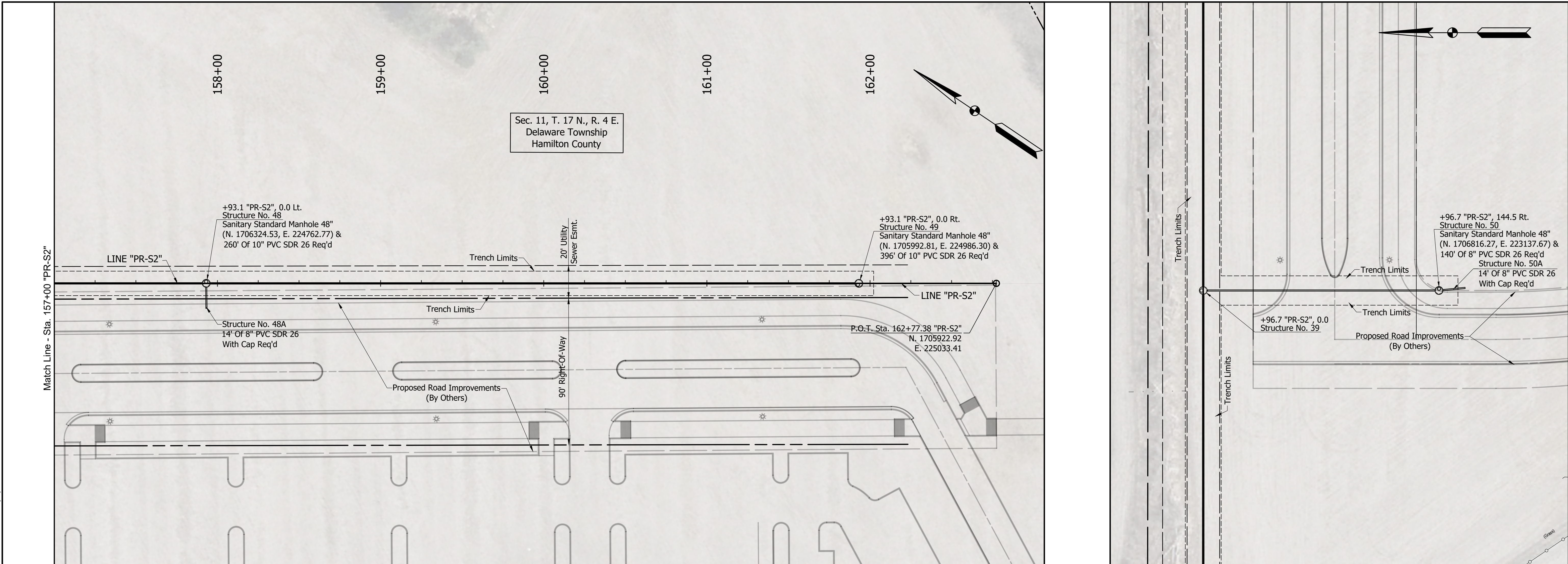
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|  |  |  |  |  |  |   |  |                                                                 |  |                                                                                      |                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                        |  |
|--|--|--|--|--|--|---|--|-----------------------------------------------------------------|--|--------------------------------------------------------------------------------------|-------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------|--|
|  |  |  |  |  |  | 1 |  | Revised 5/19/2023<br>Revised Line "PR-S2"<br>Sheet Added To Set |  | RECOMMENDED<br>FOR APPROVAL: <i>Kameryn Wright</i> 7/21/2022<br>DESIGN ENGINEER DATE | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA |  | <div>Headquarters<br/>8450 WESTFIELD BLVD., SUITE 300<br/>INDIANAPOLIS, IN 46240-8302<br/>TEL 317-713-4618<br/>FAX 317-713-4616<br/>www.BFSEngr.com</div> <div><br/>Branch Locations<br/>FORT WAYNE<br/>LOUISVILLE<br/>LAFAYETTE<br/>MERRILLVILLE<br/>PLAINFIELD<br/>SOUTH BEND<br/>260-459-1532<br/>502-593-1998<br/>765-423-5602<br/>219-769-2333<br/>317-839-3242<br/>574-288-5727</div> |  | <div>HORIZONTAL SCALE<br/>1"=30'</div> <div>VERTICAL SCALE<br/>1"=10'</div> <div>SHEET<br/>20A OF 33<br/>PROJECT</div> |  |
|  |  |  |  |  |  |   |  |                                                                 |  | DESIGNED: K. Wright DRAWN: G. Nulliner                                               |                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                        |  |
|  |  |  |  |  |  |   |  |                                                                 |  | CHECKED: M. Chmeliwskij                                                              | CHECKED: K. Wright                              |  |                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                        |  |



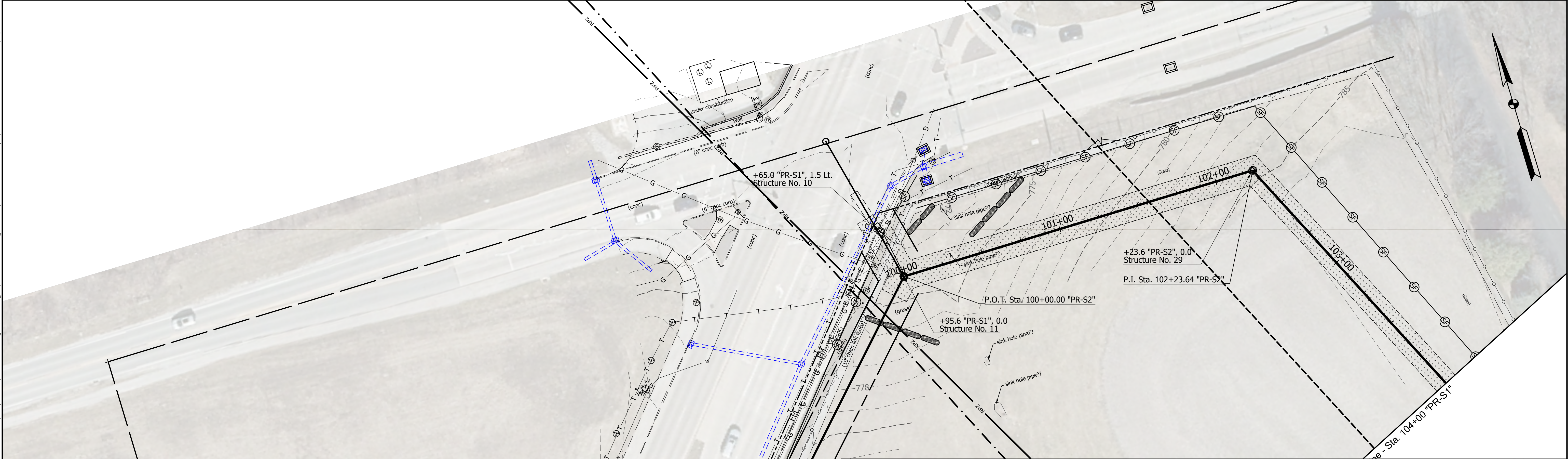
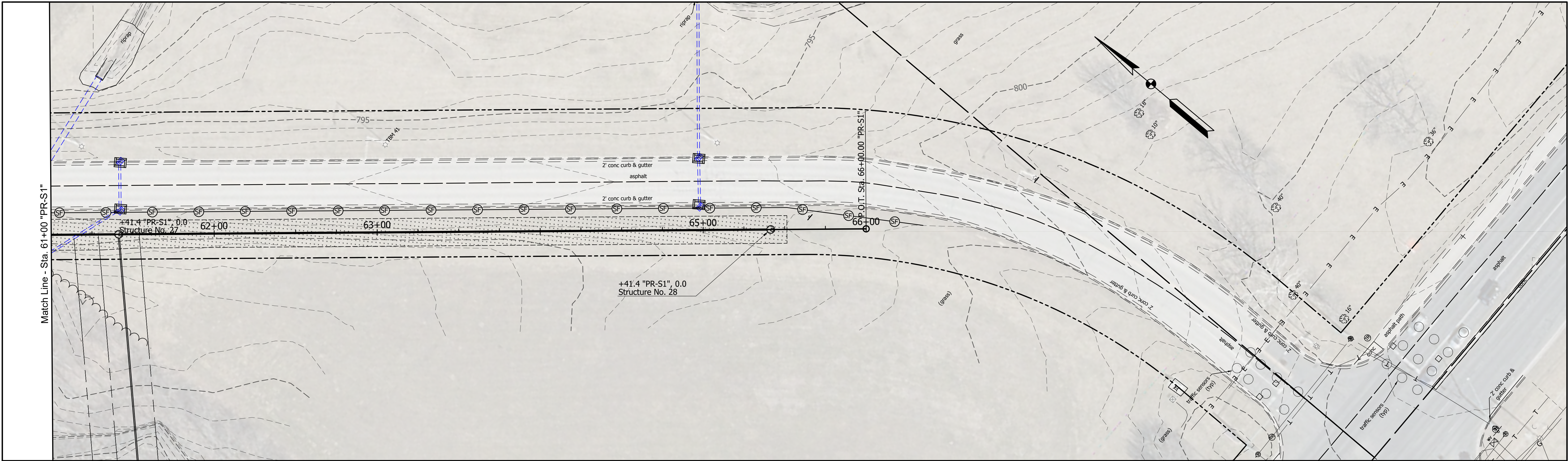
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|--|--|--|--|---|--|-----------------------------------------------------------------|--|---------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|---------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------|--|
|  |  |  |  | 1 |  | Revised 5/19/2023<br>Revised Line "PR-S2"<br>Sheet Added To Set |  |  |  | RECOMMENDED<br>FOR APPROVAL: <i>Kameryn Wright</i> 7/21/2022<br>DESIGN ENGINEER DATE |  | METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA                                                                                           |  |  |  |  |  | Branch Locations<br>FORT WAYNE 260-459-1532<br>LOUISVILLE 502-593-1998<br>LAFAYETTE 765-423-5602<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 |  | HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10'<br>SHEET<br>20B OF 33<br>PROJECT |  |
|  |  |  |  |   |  |                                                                 |  |                                                                                       |  | DESIGNED: K. Wright DRAWN: G. Nullner<br>CHECKED: M. Chmeliwskyj CHECKED: K. Wright  |  | Headquarters<br>8450 WESTFIELD BLVD., SUITE 300<br>INDIANAPOLIS, IN 46240-8302<br>TEL 317-713-4615<br>FAX 317-713-4616<br>www.BFSEngr.com |  |  |  |                                                                                       |  |                                                                                                                                                                                     |  |                                                                                         |  |

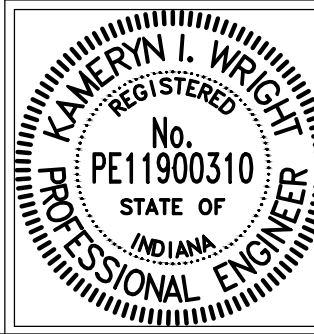


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**LEGEND**

|  |                                   |  |                                           |
|--|-----------------------------------|--|-------------------------------------------|
|  | PERIMETER PROTECTION (SILT FENCE) |  | TEMPORARY INLET PROTECTION                |
|  | MULCH SEEDING                     |  | TEMPORARY FILTER SOCK                     |
|  | EROSION CONTROL BLANKET           |  | Revised 5/19/2023<br>Revised Line "PR-S2" |



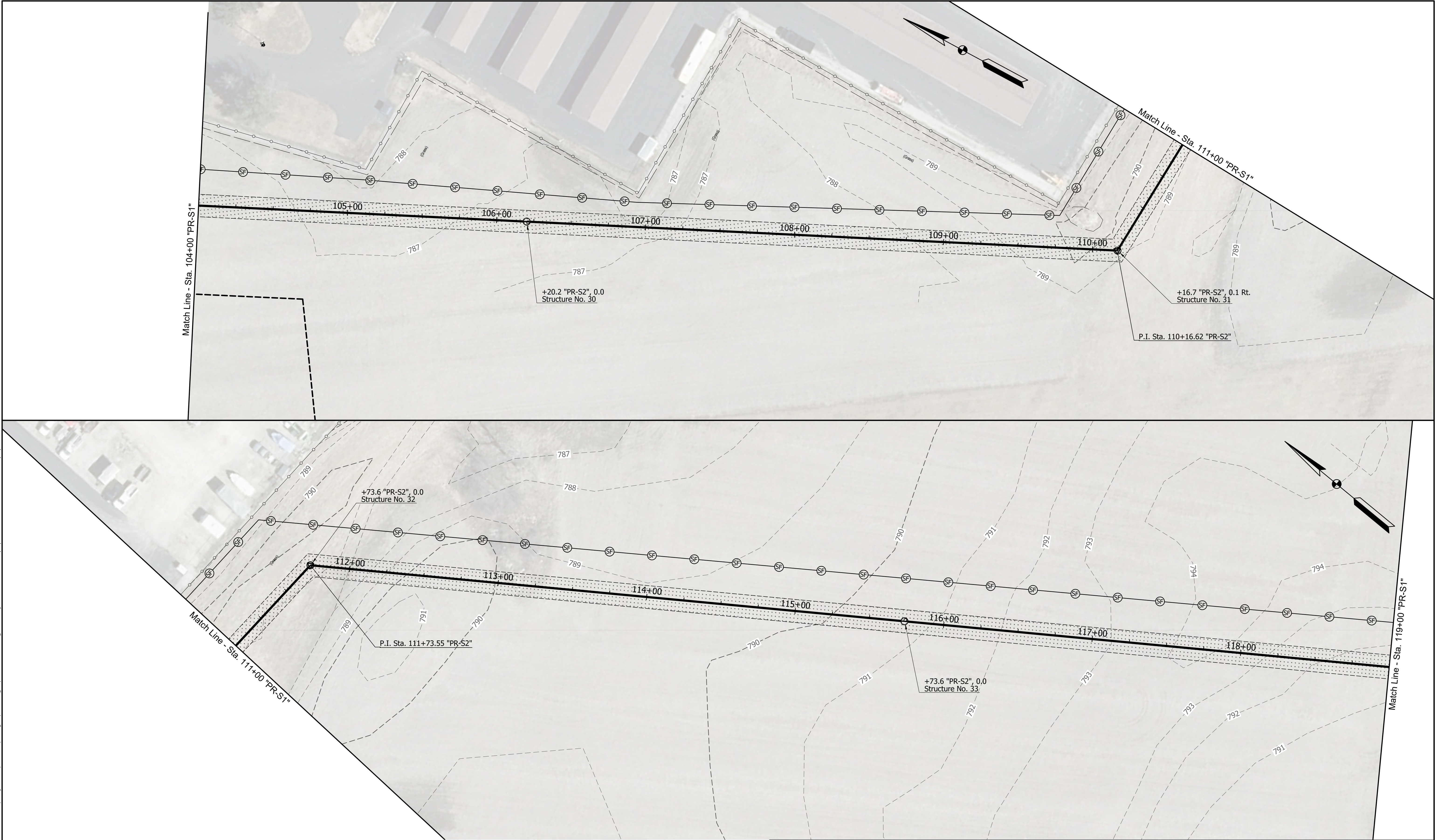
RECOMMENDED FOR APPROVAL: *Kamryn Wright* 6/21/2022  
DESIGN ENGINEER DATE

|                         |                         |
|-------------------------|-------------------------|
| DESIGNED: G. Nulliner   | DRAWN: G. Nulliner      |
| CHECKED: M. Chmeliwskyj | CHECKED: M. Chmeliwskyj |

|                                                                                                                                           |                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA                                                                                           |                                                                                                                                                                                     |
| Headquarters<br>8450 WESTFIELD BLVD., SUITE 300<br>INDIANAPOLIS, IN 46240-8302<br>TEL 317-713-4616<br>FAX 317-713-4616<br>www.BFSEngr.com | Branch Locations<br>FORT WAYNE 260-459-1532<br>LOUISVILLE 502-593-1996<br>LAFAYETTE 765-423-5602<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 |
|                                                                                                                                           |                                                                                                                                                                                     |
| HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10'                                                                                    |                                                                                                                                                                                     |
| SHEET<br>25 OF 33<br>PROJECT                                                                                                              |                                                                                                                                                                                     |

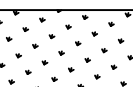


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PERIMETER PROTECTION (SILT FENCE)



MULCH SEEDING



EROSION CONTROL BLANKET



TEMPORARY INLET PROTECTION



TEMPORARY FILTER SOCK



Revised 5/19/2023  
Revised Line "PR-S2"



|                                                                                  |                         |
|----------------------------------------------------------------------------------|-------------------------|
| RECOMMENDED FOR APPROVAL <i>Kameryn Wright</i> 5/21/2022<br>DESIGN ENGINEER DATE |                         |
| DESIGNED: G. Nulliner                                                            | DRAWN: G. Nulliner      |
| CHECKED: M. Chmeliwskyj                                                          | CHECKED: M. Chmeliwskyj |

METRO AIRPORT SANITARY SEWER  
FISHERS INDIANA

Headquarters  
8450 WESTFIELD BLVD., SUITE 300  
INDIANAPOLIS, IN 46240-8302  
TEL 317-713-4616  
FAX 317-713-4616  
www.BFSEngr.com



Branch Locations  
FORT WAYNE 260-459-1532  
LOUISVILLE 502-593-1996  
LAFAYETTE 765-423-5602  
MERRILLVILLE 219-769-2333  
PLAINFIELD 317-839-3242  
SOUTH BEND 574-288-5727

|                              |  |
|------------------------------|--|
| HORIZONTAL SCALE<br>1"=30'   |  |
| VERTICAL SCALE<br>1"=10'     |  |
| SHEET<br>26 OF 33<br>PROJECT |  |

BFS NO. 6824

Revised 5/19/2023

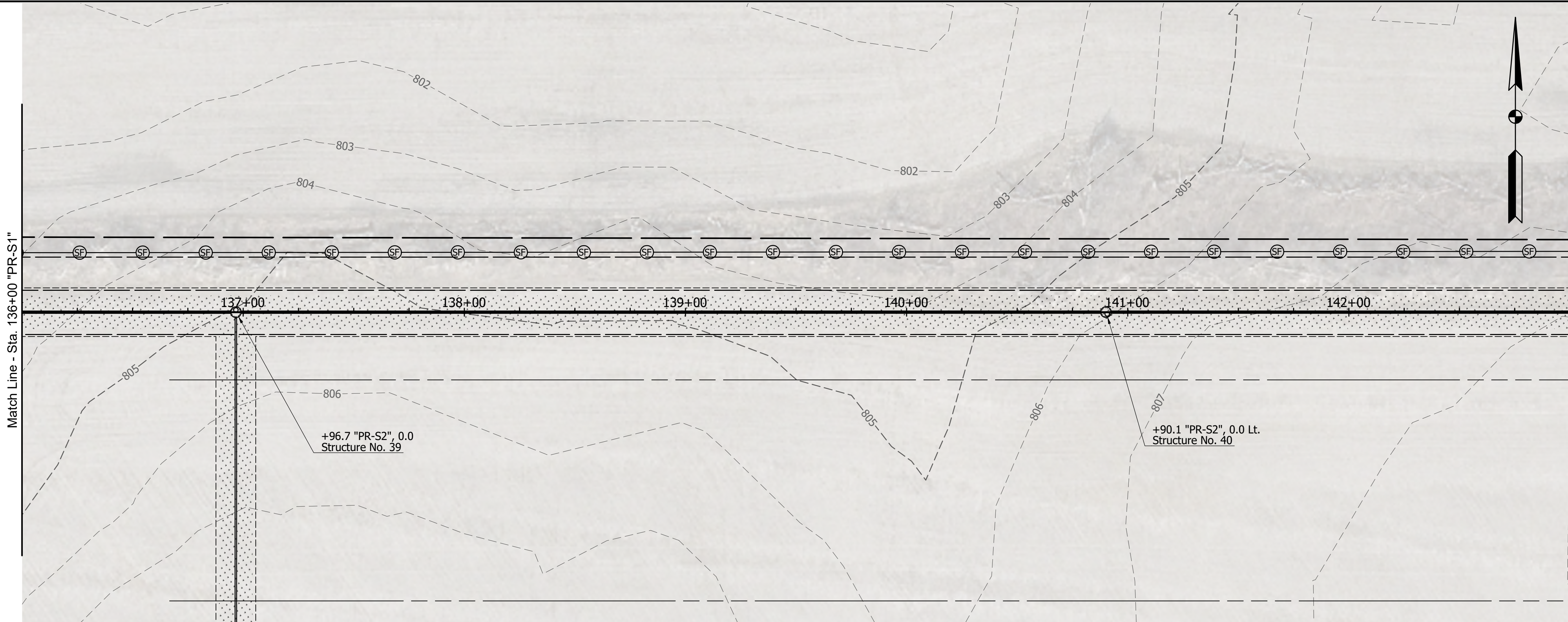
Page 369 of 433



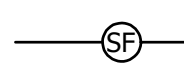
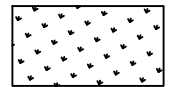
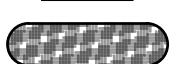


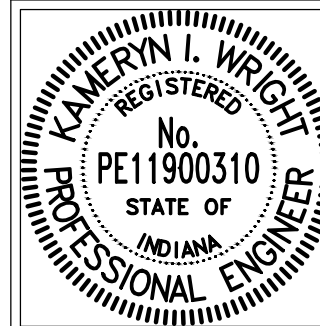


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LEGEND

- |                                                                                      |                                   |                                                                                       |                                           |
|--------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------|
|  | PERIMETER PROTECTION (SILT FENCE) |  | TEMPORARY INLET PROTECTION                |
|  | MULCH SEEDING                     |  | TEMPORARY FILTER SOCK                     |
|  | EROSION CONTROL BLANKET           |  | Revised 5/19/2023<br>Revised Line "PR-S2" |



|                          |                       |          |                |
|--------------------------|-----------------------|----------|----------------|
| RECOMMENDED FOR APPROVAL | <i>Kameryn Wright</i> | DATE     | 5/21/2022      |
| DESIGNED:                | G. Nulliner           | DRAWN:   | G. Nulliner    |
| CHECKED:                 | M. Chmeliwskyj        | CHECKED: | M. Chmeliwskyj |

METRO AIRPORT SANITARY SEWER  
FISHERS INDIANA

Headquarters  
8450 WESTFIELD BLVD., SUITE 300  
INDIANAPOLIS, IN. 46240-8302  
TEL 317-713-4616  
FAX 317-713-4616  
www.BFSEngr.com

Branch Locations  
FORT WAYNE 260-459-1532  
LOUISVILLE 502-593-1996  
LAFAYETTE 765-423-5602  
MERRILLVILLE 219-769-2333  
PLAINFIELD 317-839-3242  
SOUTH BEND 574-288-5727

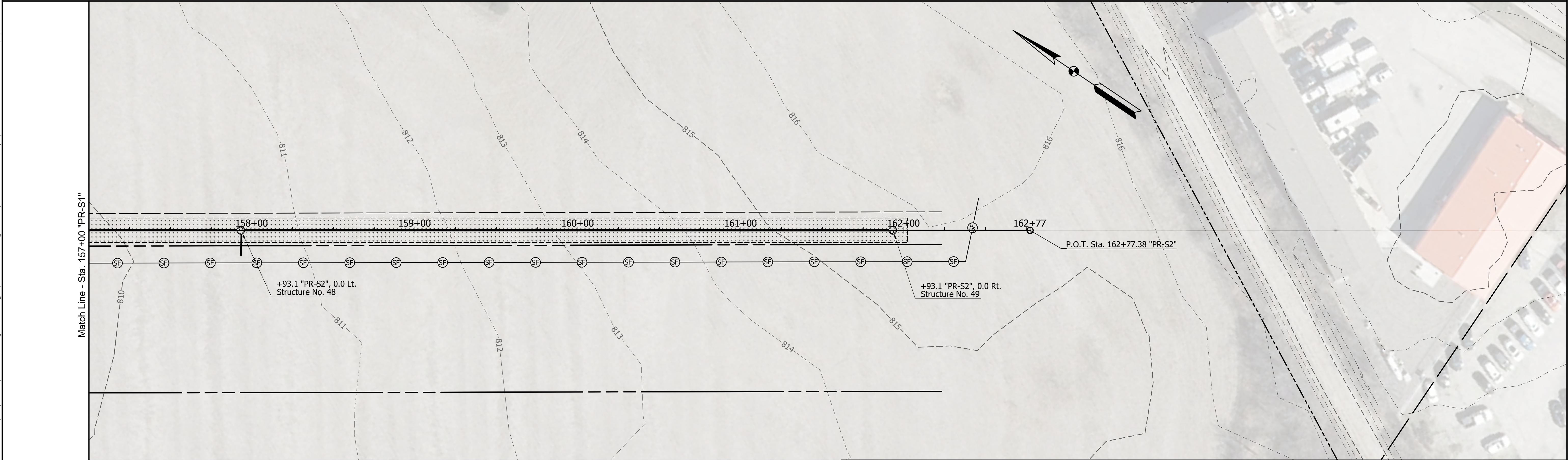
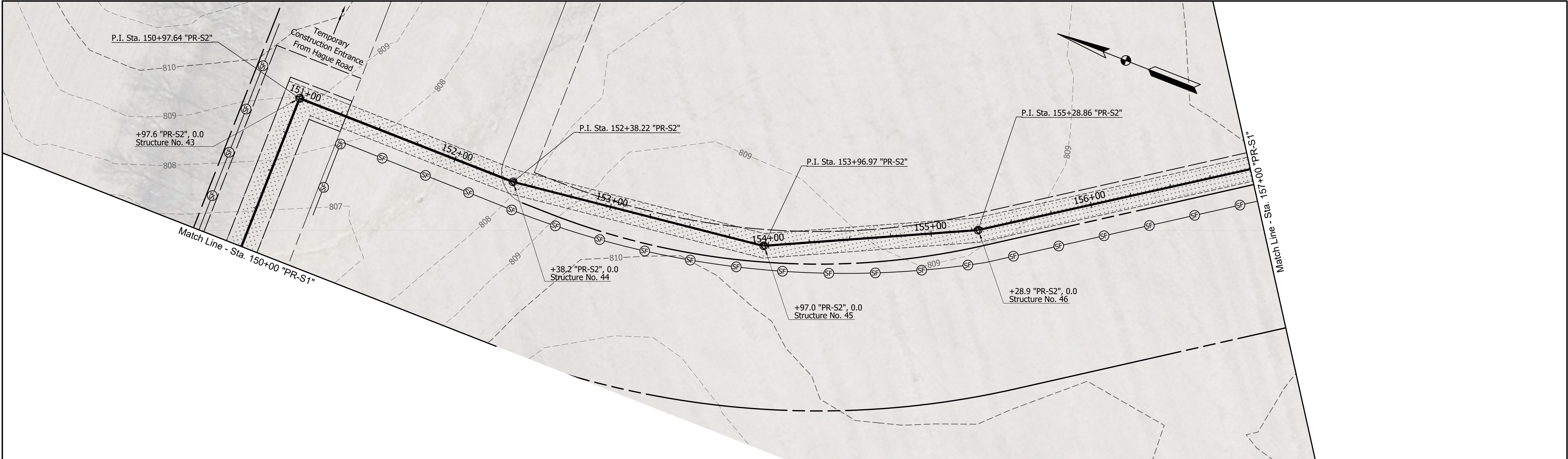
**BF&S**  
CIVIL ENGINEERS

|                  |    |    |                     |
|------------------|----|----|---------------------|
| HORIZONTAL SCALE |    |    | 6824<br><br>BFS NO. |
| 1"=30'           |    |    |                     |
| VERTICAL SCALE   |    |    |                     |
| 1"=10'           |    |    |                     |
| SHEET            |    |    |                     |
| 28               | OF | 33 |                     |
| PROJECT          |    |    |                     |
|                  |    |    |                     |

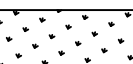
Revised 5/19/2023

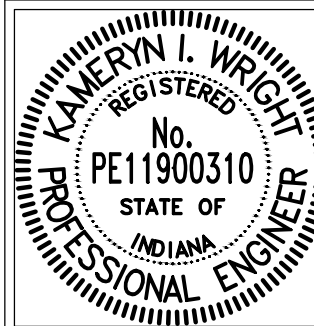


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LEGEND

- |                                                                                      |                                   |                                                                                       |                                           |
|--------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------|
|  | PERIMETER PROTECTION (SILT FENCE) |  | TEMPORARY INLET PROTECTION                |
|  | MULCH SEEDING                     |  | TEMPORARY FILTER SOCK                     |
|  | EROSION CONTROL BLANKET           |  | Revised 5/19/2023<br>Revised Line "PR-S2" |



|                          |                       |          |             |
|--------------------------|-----------------------|----------|-------------|
| RECOMMENDED FOR APPROVAL | <i>Kameryn Wright</i> | DATE     | 5/21/2022   |
| DESIGNED:                | K. Wright             | DRAWN:   | G. Nulliner |
| CHECKED:                 | M. Chmeliwskyj        | CHECKED: | K. Wright   |

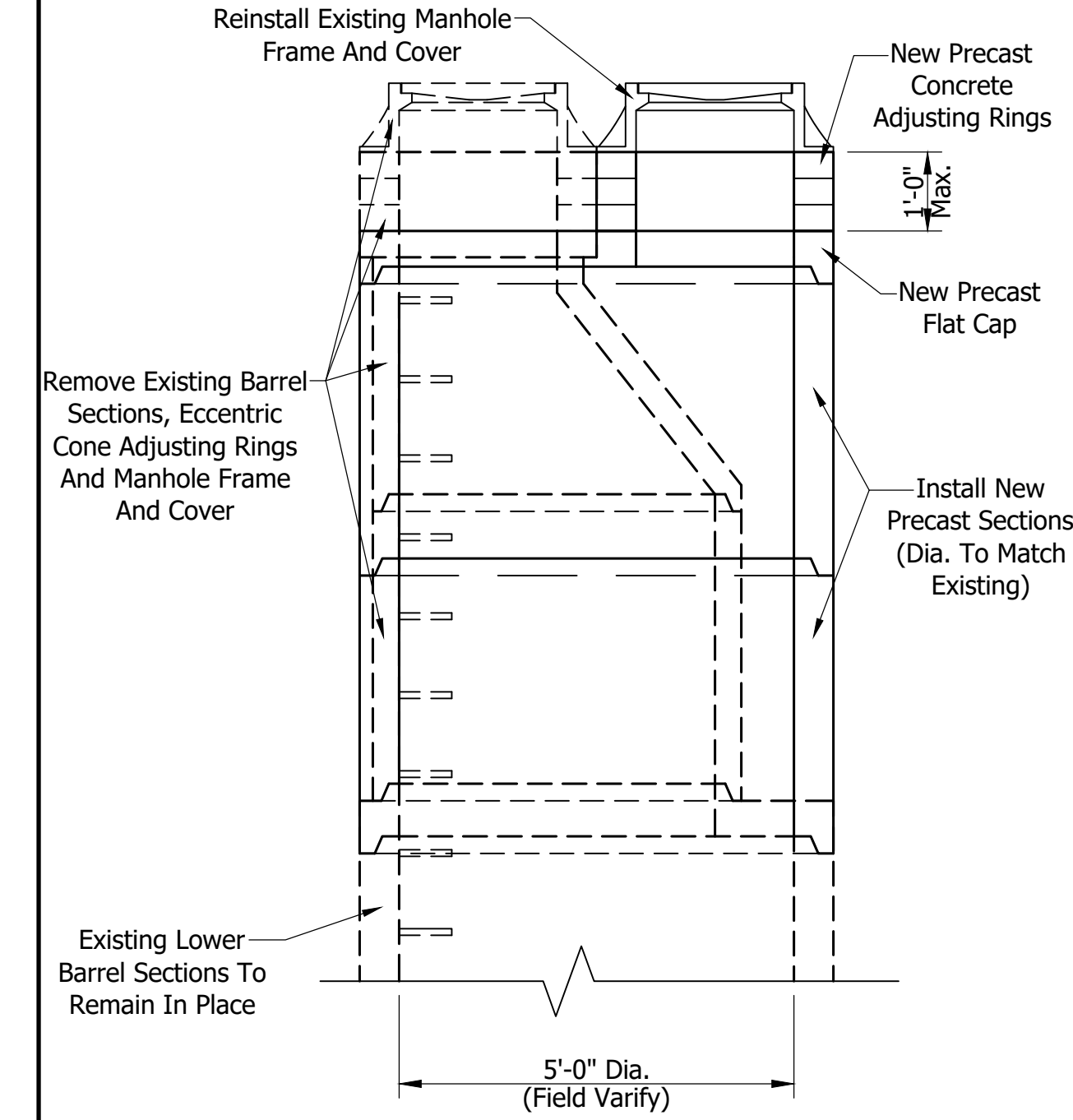
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| METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA                                                                                                                                     |  | HORIZONTAL SCALE<br>1"=30'    |
| Headquarters<br>8450 WESTFIELD BLVD., SUITE 300<br>INDIANAPOLIS, IN. 46240-8302<br>TEL 317-713-4616<br>FAX 317-713-4616<br>www.BFSEngr.com                                          |  | VERTICAL SCALE<br>1"=10'      |
| Branch Locations<br>FORT WAYNE 260-459-1532<br>LOUISVILLE 502-593-1998<br>LAFAYETTE 765-423-5602<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 |  | SHEET<br>28A OF 33<br>PROJECT |
| BFS<br>CIVIL ENGINEERS                                                                                                                                                              |  | 6824                          |



|         |      |
|---------|------|
| BFS NO. | 6824 |
|---------|------|

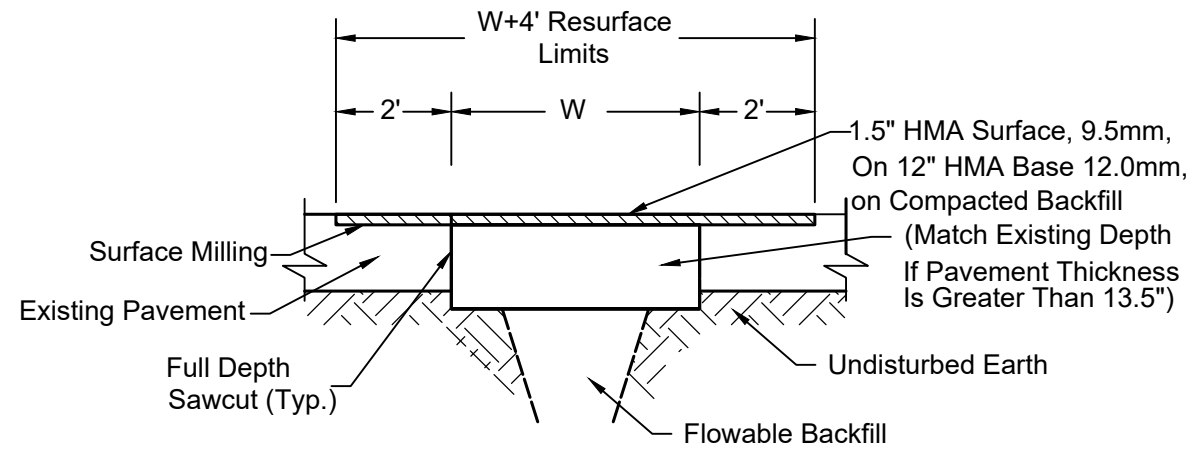


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STRUCTURE No. 10 MODIFICATION

Scale: 1/2"=1'-0"



| PAVEMENT RESTORATION TABLE |                                                  |
|----------------------------|--------------------------------------------------|
| UTILITY DEPTH RANGE (FEET) | MAXIMUM TRENCH WIDTH AT FINISHED GRADE, W (FEET) |
| 0 to 5                     | I. D. +5                                         |
| 5 to 8                     | I. D. +8                                         |
| 8 to 10                    | I. D. +10                                        |
| 10 to 12                   | I. D. +12                                        |
| 12 to 14                   | I. D. +14                                        |
| 14 to 16                   | I. D. +16                                        |
| 16 to 18                   | I. D. +18                                        |
| 18 to 20                   | I. D. +20                                        |

I. D. = Pipe or Conduit Inside Diameter

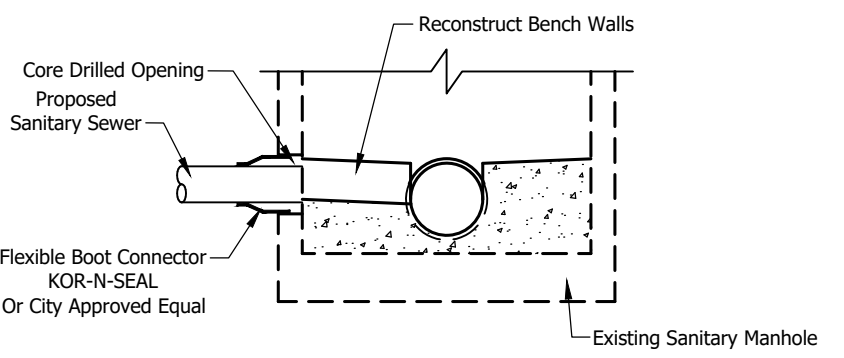
Notes:

- 1) Sawcuts Shall Provide A Vertical, Neat, And Uniform Edge.
- 2) All Materials Shall Comply With Specifications As Required By The City Of Fishers.
- 3) Contractor Shall Surface Mill (1.5") Existing Pavement 2 ft. In Each Direction From From Face-Of-Curb To Face-Of-Curb Or Edge-Of-Roadway, Replace With 1.5" HMA Surface, 9.5mm, And Appropriate Pavement Markings.
- 4) The Existing Milled Surface And HMA Base Layer Is To Be Tack Coated Prior To The Placement Of New Asphalt. The New Surface Pavement Grade Shall Match The Existing Surface Pavement Grade.
- 5) A Two (2) Inch Wide Band Of Crack Sealant Is To Be Applied Along The Joint Between The Existing And New Asphalt Surface. Sealant Is To Be Applied In Accordance With INDOT Standard Specifications, Section 305.
- 6) Refer To Pavement Restoration Table For W.

HMA PATCH DETAIL

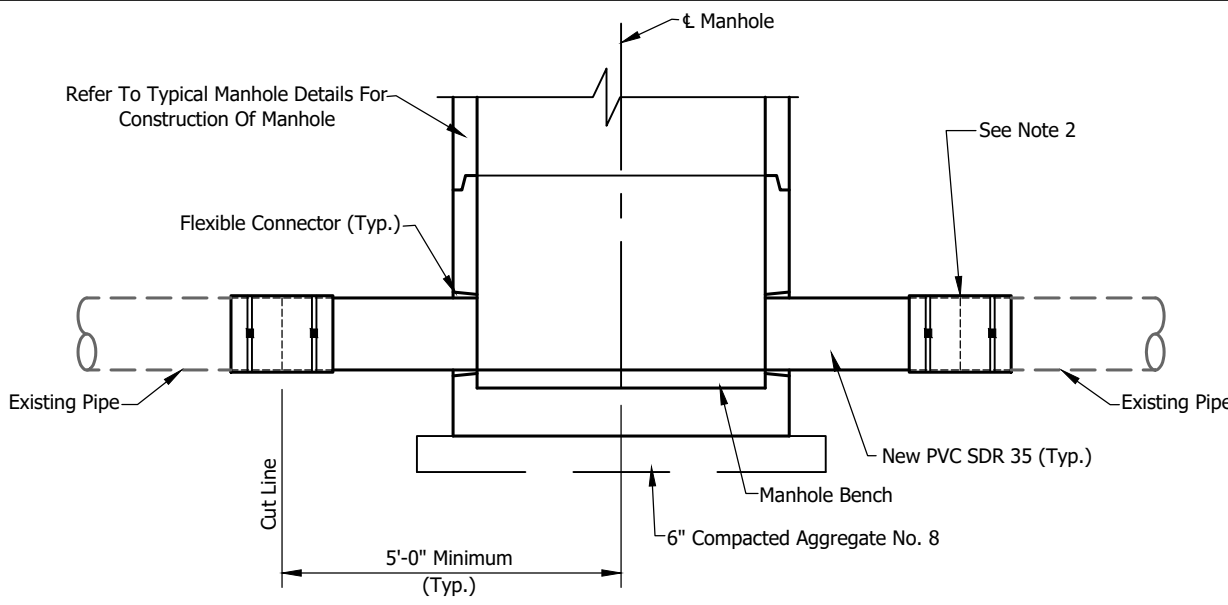
Not to Scale

| STRUCTURE DATA TABLE  |                   |                       |                     |                |              |                              |                                |                         |                                  |                                       |               |                |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      |                                                 |                          |
|-----------------------|-------------------|-----------------------|---------------------|----------------|--------------|------------------------------|--------------------------------|-------------------------|----------------------------------|---------------------------------------|---------------|----------------|----------------|----------------|----------------|--------------------|---------------|--------------------------------------------|--------------------------------|-------------------------------|-----------------------------------------|----------------------|-----------------------|-------------------------|-----|--------------------|----------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------------------|--------------------------|
| STRUCTURE NUMBER      | LOCATION          | OFFSET                |                     | T.C. ELEVATION | CASTING TYPE | UPSTREAM<br>INVERT ELEVATION | DOWNSTREAM<br>INVERT ELEVATION | CONNECT TO<br>STRUCTURE | SANITARY STANDARD<br>MANHOLE 48" | SANITARY EXTERIOR DROP<br>MANHOLE 48" | 18"PVC PS 115 | 10" PVC SDR 21 | 10" PVC SDR 26 | 12" PVC SDR 21 | 12" PVC SDR 26 | 10" PVC C900 DR 18 | 8" PVC SDR 26 | STRUCTURE BACKFILL, FOR<br>SANITARY SEWERS | EXISTING MANHOLE<br>CONNECTION | SPECIAL MANHOLE<br>CONNECTION | 2' COMBINED CONCRETE<br>CURB AND GUTTER | SOLID YELLOW LINE 4" | ASPHALT MILLING, 1.5" | PAVEMENT<br>RESTORATION |     | CONCRETE CURB RAMP | 10" x 6" SDR 26 TEE WYE &<br>CAP | 6" CMP, STORM SEWER<br>PRESERVATION | 12" RCP, STORM SEWER<br>PRESERVATION | 15" RCP, STORM SEWER<br>PRESERVATION | 18" CMP, STORM SEWER<br>PRESERVATION | 24" RCP, STORM SEWER<br>PRESERVATION | 36" RCP, STORM SEWER<br>PRESERVATION | MULCHED SEEDING                                 | REMARKS                  |
|                       |                   |                       |                     |                |              |                              |                                |                         | EA.                              | EA.                                   | LFT.          | LFT.           | LFT.           | LFT.           | LFT.           | LFT.               | CYS.          | EA.                                        | EA.                            | LFT.                          | LFT.                                    | SYS.                 | SYS.                  | SYS.                    |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      |                                                 |                          |
|                       |                   | HMA SURFACE,<br>9.5mm | HMA BASE,<br>12.0mm |                |              |                              |                                |                         | LBS. PER SYS                     |                                       | 165           | 1320           |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      |                                                 |                          |
|                       |                   | SYS.                  | SYS.                |                |              |                              |                                |                         | SYS.                             | EA.                                   | LFT           | LFT            | LFT            | LFT            | LFT            | LFT                | SYS.          |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      |                                                 |                          |
| 45                    | 153+96.97 "PR-S2" |                       |                     | 811.2+/-       |              | 798.79                       | 788.36                         | 44                      | 1                                |                                       |               | 155            |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      | 912                                  |                                                 |                          |
| 46                    | 155+28.86 "PR-S2" |                       |                     | 811.1+/-       |              | 799.25                       | 798.89                         | 45                      | 1                                |                                       |               | 128            |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      | 955                                             |                          |
| 47                    | 0+22.9 "PR-S3"    |                       |                     | 789.0+/-       |              | 779.84                       | 778.82                         | 27                      | 1                                |                                       |               |                |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      | This Will Be Constructed As a 6" SDR 21 Lateral |                          |
| 48                    | 157+93.10 "PR-S2" |                       |                     | 812.1+/-       |              | 800.08                       | 799.35                         | 46                      | 1                                |                                       |               | 260            |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      | 955                                             | Stub Pipe West With Cap  |
| 48A                   | 157+93.10 "PR-S2" |                       |                     |                |              | 800.33                       | 800.28                         | 48                      |                                  |                                       |               |                |                |                |                |                    | 14            |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      |                                                 |                          |
| 49                    | 161+93.10 "PR-S2" |                       |                     | 814.4+/-       |              | 801.29                       | 800.18                         | 48                      | 1                                |                                       |               | 396            |                |                |                |                    |               |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      | 955                                             |                          |
| 50                    | 136+96.69 "PR-S2" |                       | 144.5               | 811.1+/-       |              | 791.15                       | 790.59                         | 39                      | 1                                |                                       |               |                |                |                |                |                    | 140           |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      |                                                 | Stub Pipe South With Cap |
| 50A                   | 136+96.69 "PR-S2" |                       | 144.5               |                |              | 791.31                       | 791.25                         | 50                      |                                  |                                       |               |                |                |                |                |                    | 14            |                                            |                                |                               |                                         |                      |                       |                         |     |                    |                                  |                                     |                                      |                                      |                                      |                                      |                                      |                                                 |                          |
| Summary of Quantities |                   |                       |                     |                |              |                              |                                |                         | 37                               | 3                                     | 27            | 792            | 4812           | 1437           | 3738           | 712                | 168           | 391                                        | 1                              | 1                             | 44                                      | 52                   | 53                    | 263                     | 210 | 16                 | 1                                | 18                                  | 58                                   | 28                                   | 31                                   | 19                                   | 30                                   | 22741                                           |                          |



EXISTING MANHOLE CONNECTION DETAIL

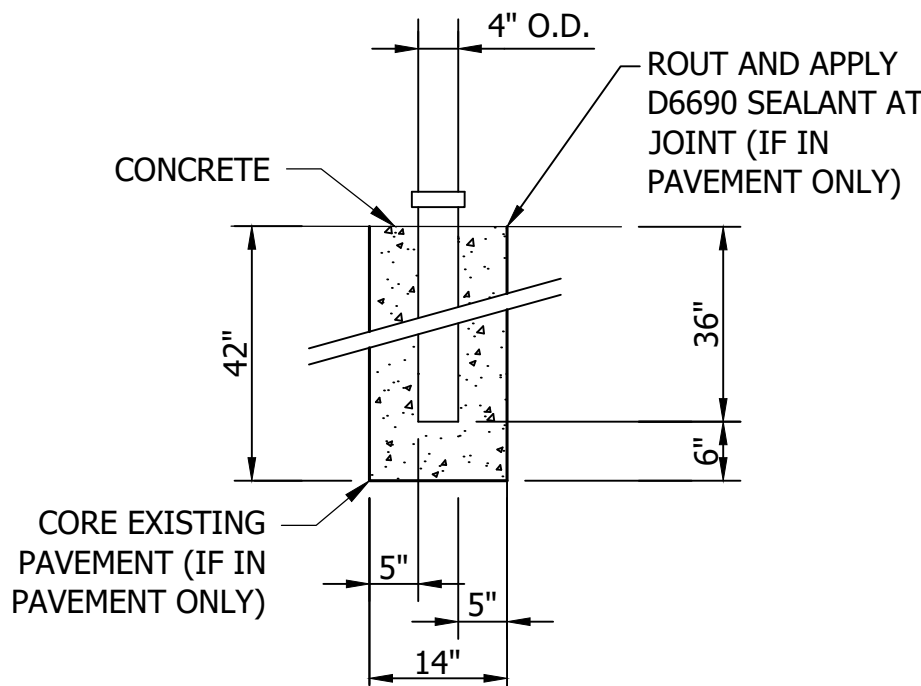
Not To Scale



- NOTE: 1.) Cut Existing Pipe(s) On The Side Of The Proposed Manhole. Remove Existing Pipe(s) Section And Install Manhole Base. Proceed With Typical Connections And Manhole Construction.
- 2.) An Unshielded Hubless Pipe Repair Coupling Or PVC/ABS Cover w/ Unshielded Flexible Transition Coupling Shall Be Used For Connections Of Plastic (PVC) To Clay Or Cast Iron Pipe.
- 3.) Where New PVC Pipe Is Being Connected To Existing PVC Pipe A Ductile Iron Repair Sleeve With Romac Grip Rings Shall Be Used.

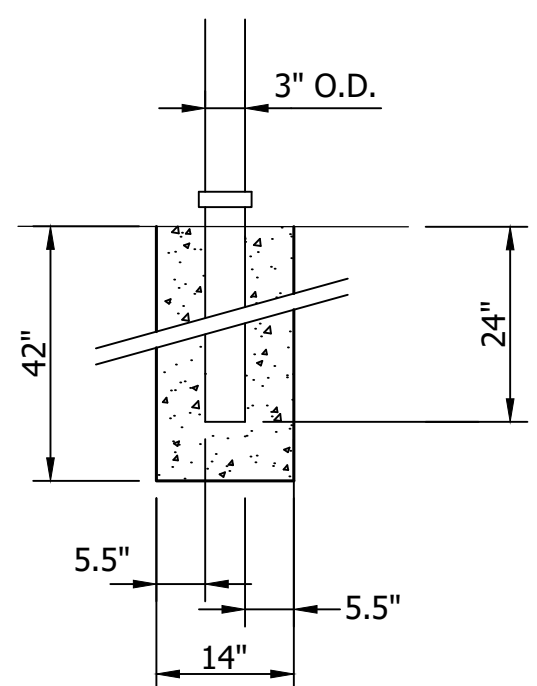
SPECIAL MANHOLE CONNECTION DETAIL

Not To Scale



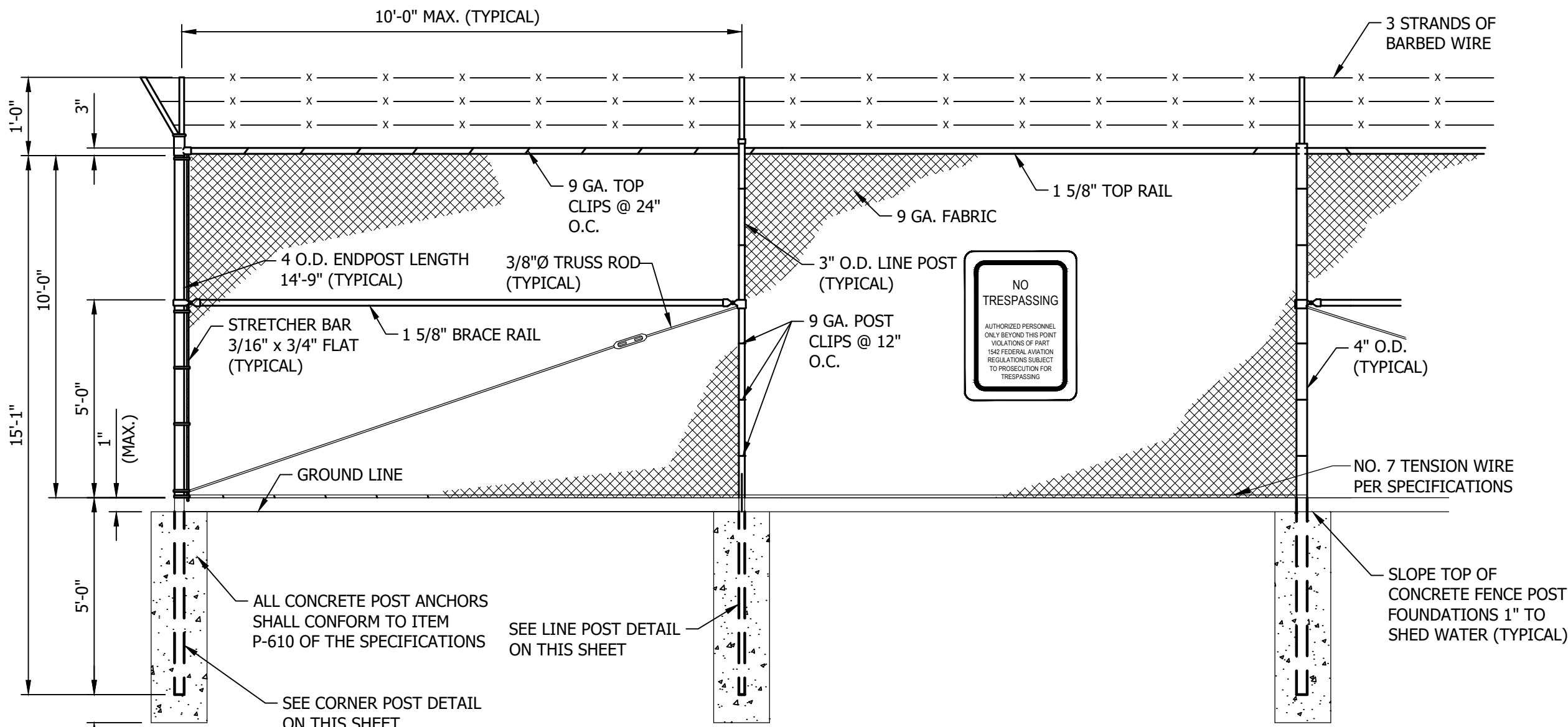
CORNER POST DETAIL (PAVEMENT/TURF)

NOT TO SCALE



LINE POST DETAIL IN TURF

NOT TO SCALE



NOTES:

1. AT TURNING POSTS PLACE BARBWIRE IN A 3-VERTICAL FORMATION FOR PULLING/TENSIONING REQUIREMENTS.

10FT PERMANENT CHAIN LINK FENCE IN TURF

NOT TO SCALE

Notes:

1. 6' Approach To Foundation Shall Be Trench.
2. Bottom Of Trench Shall Be Graded So As To Provide A Smooth Uniform Ramp To The Entry Sleeve Of The Foundation Which Causes The Cable-Duct To Enter The Sleeve At The Proper Angle Without Kinking Or Bending Excessively.
3. Each Cable Shall Have It's Own Entry Sleeve. There Shall Be At Least Two Entry Sleeves Per Footing.
4. Each Footing Shall Have An Imprinted Arrow Or Arrows On Top Of The Footing To Indicate The Direction Of The Cable Duct Run.
5. Bollard Foundation Dimensions Are 18"x36"

POLE FOOTING DETAILS

Not to Scale



- Revised 5/19/2023  
Revised Structures No. 45 To 47 And  
Added Structures No. 48 To 50A



- Revised 8/5/2022  
Per IDEM Deficiency Notice



- Revised 8/17/2022  
Per IDEM Deficiency Notice



- Revised 2/8/2023  
Changed Pipe Size And Type For  
Str. No. 11

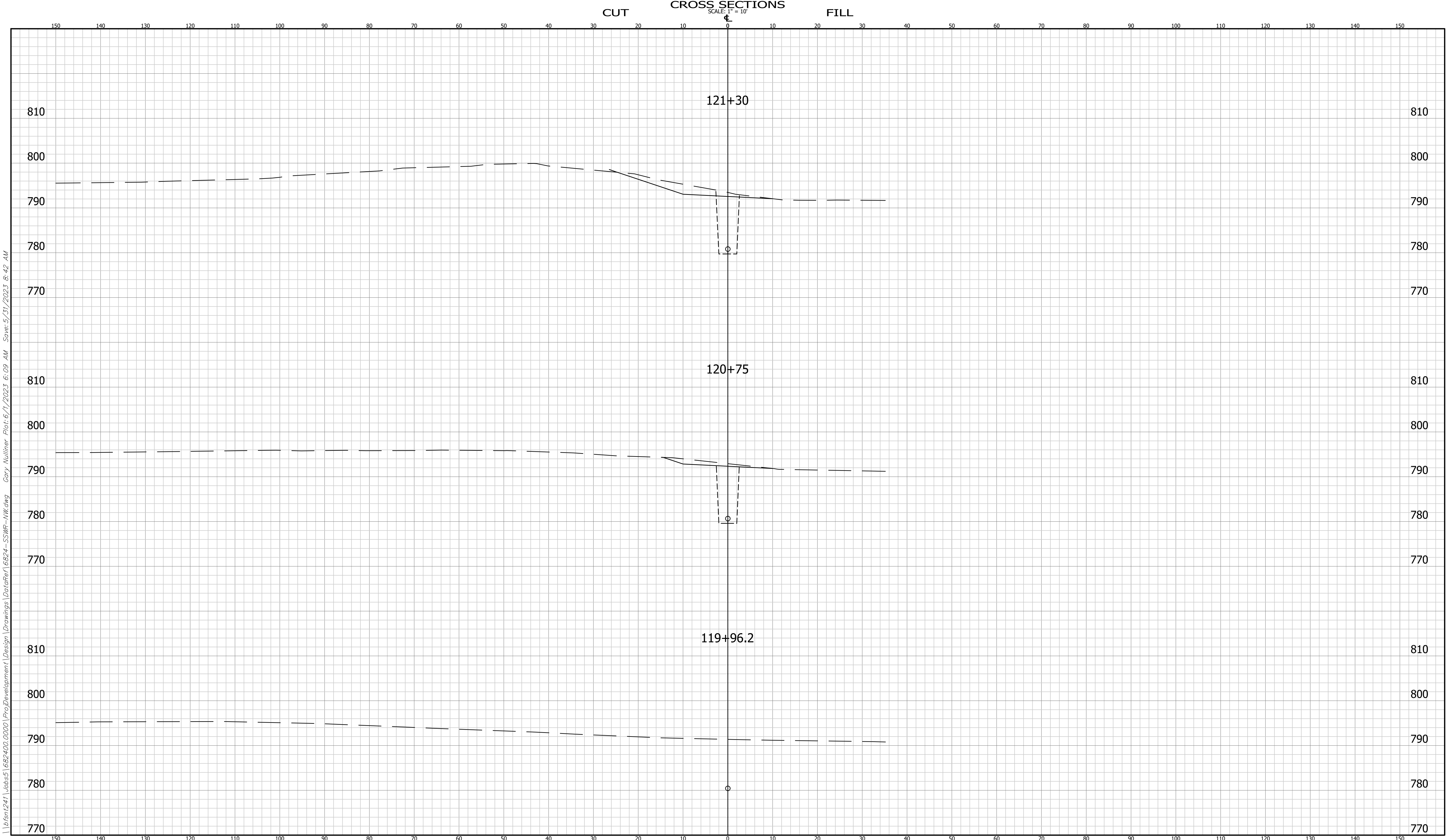


|                                                                                 |                         |
|---------------------------------------------------------------------------------|-------------------------|
| RECOMMENDED FOR APPROVAL: <i>Kameryn Wright</i> DESIGN ENGINEER DATE: 5/21/2022 |                         |
| DESIGNED: G. Nulliner                                                           | DRAWN: G. Nulliner      |
| CHECKED: M. Chmeliwskyj                                                         | CHECKED: M. Chmeliwskyj |

|                                                                                                                                                       |                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| METRO AIRPORT SANITARY SEWER<br>FISHERS INDIANA                                                                                                       |                                                                                                                                                                                     |
| Headquarters<br>8450 WESTFIELD BLVD., SUITE 300<br>LOUISVILLE INDIANAPOLIS, IN. 46240-8302<br>TEL 317-713-4616<br>FAX 317-713-4616<br>www.BFSEngr.com | Branch Locations<br>FORT WAYNE 260-459-1532<br>LOUISVILLE 502-593-1998<br>LAFAYETTE 765-423-5602<br>MERRILLVILLE 219-769-2333<br>PLAINFIELD 317-839-3242<br>SOUTH BEND 574-288-5727 |
| BFS CIVIL ENGINEERS                                                                                                                                   |                                                                                                                                                                                     |
| HORIZONTAL SCALE<br>1"=30'<br>VERTICAL SCALE<br>1"=10'                                                                                                |                                                                                                                                                                                     |
| SHEET<br>30 OF 33<br>PROJECT                                                                                                                          |                                                                                                                                                                                     |



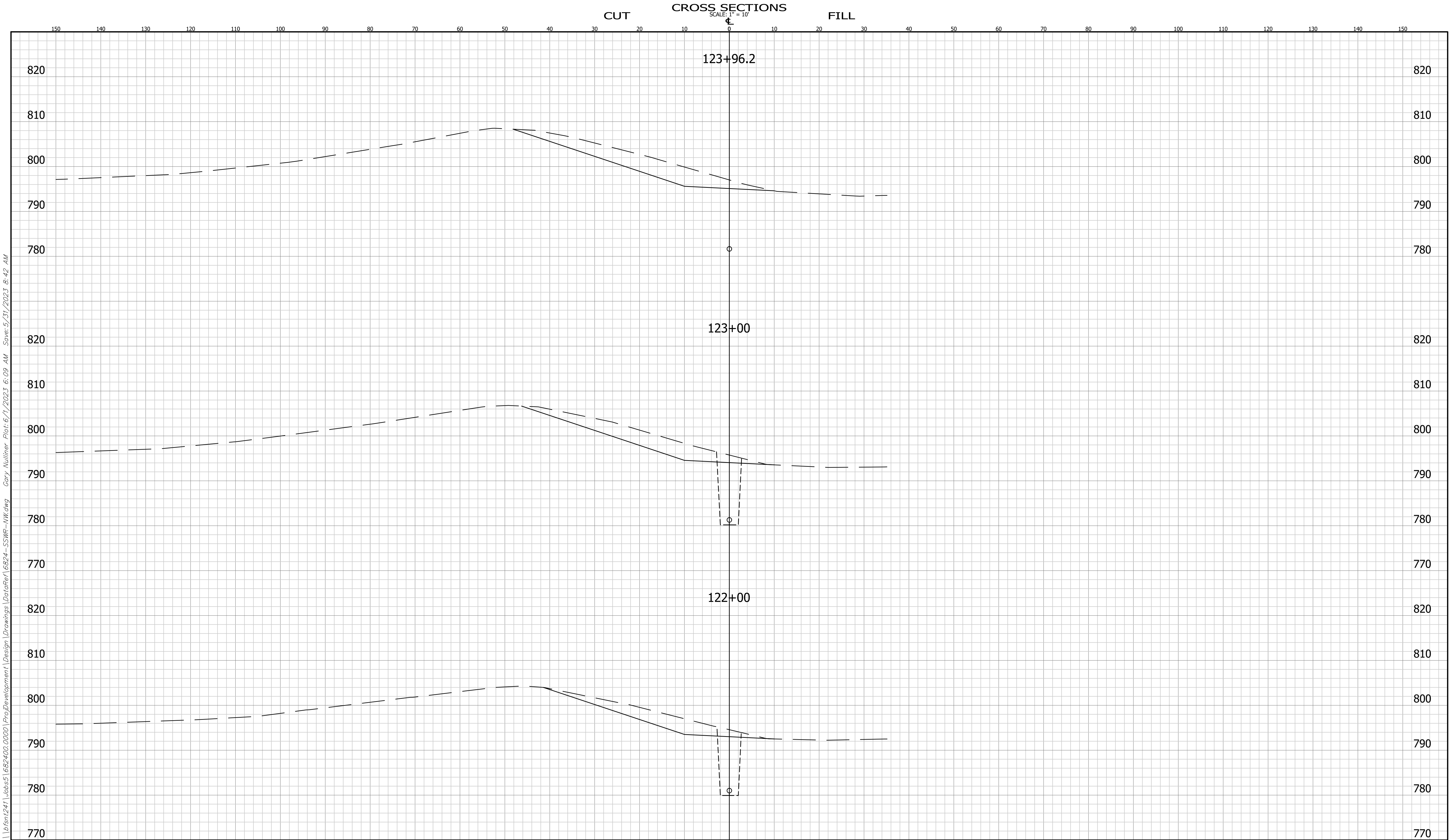
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|                                                       |                                        |                    |                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                 |
|-------------------------------------------------------|----------------------------------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------|
| <div>1 Revised 5/19/2023<br/>Sheet Added To set</div> | <b>CROSS SECTIONS<br/>LINE "PR-S2"</b> |                    | <b>METRO AIRPORT SANITARY SEWER<br/>FISHERS INDIANA</b>                                                                                                                                                                                                                                                                                                                                                        |  | <div>HORIZONTAL SCALE<br/>1" = 10'</div> <div>VERTICAL SCALE<br/>1" = 10'</div> |
|                                                       | DESIGNED: K. Wright                    | DRAWN: G. Nulliner | <div>Headquarters<br/>8450 WESTFIELD BLVD., SUITE 300<br/>INDIANAPOLIS, IN. 46240-8302<br/>TEL 317-713-4616<br/>FAX 317-713-4616<br/>www.BFSEngr.com</div> <div><b>BF&amp;S</b><br/>CIVIL ENGINEERS</div> <div>Branch Locations<br/>FORT WAYNE 260-459-1532<br/>LOUISVILLE 502-593-1996<br/>LAFAYETTE 765-423-5602<br/>MERRILLVILLE 219-769-2333<br/>PLAINFIELD 317-839-3242<br/>SOUTH BEND 574-288-5727</div> |  | <div>SHEET</div> <div>33A OF 33</div> <div>PROJECT</div>                        |
|                                                       | CHECKED: M. Chmeliwskyj                | CHECKED: K. Wright |                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                 |



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1 Revised 5/19/2023  
Sheet Added To set

CROSS SECTIONS  
LINE "PR-S2"

DESIGNED: K. Wright  
CHECKED: M. Chmeliwskyj

DRAWN: G. Nulliner  
CHECKED: K. Wright

METRO AIRPORT SANITARY SEWER  
FISHERS INDIANA

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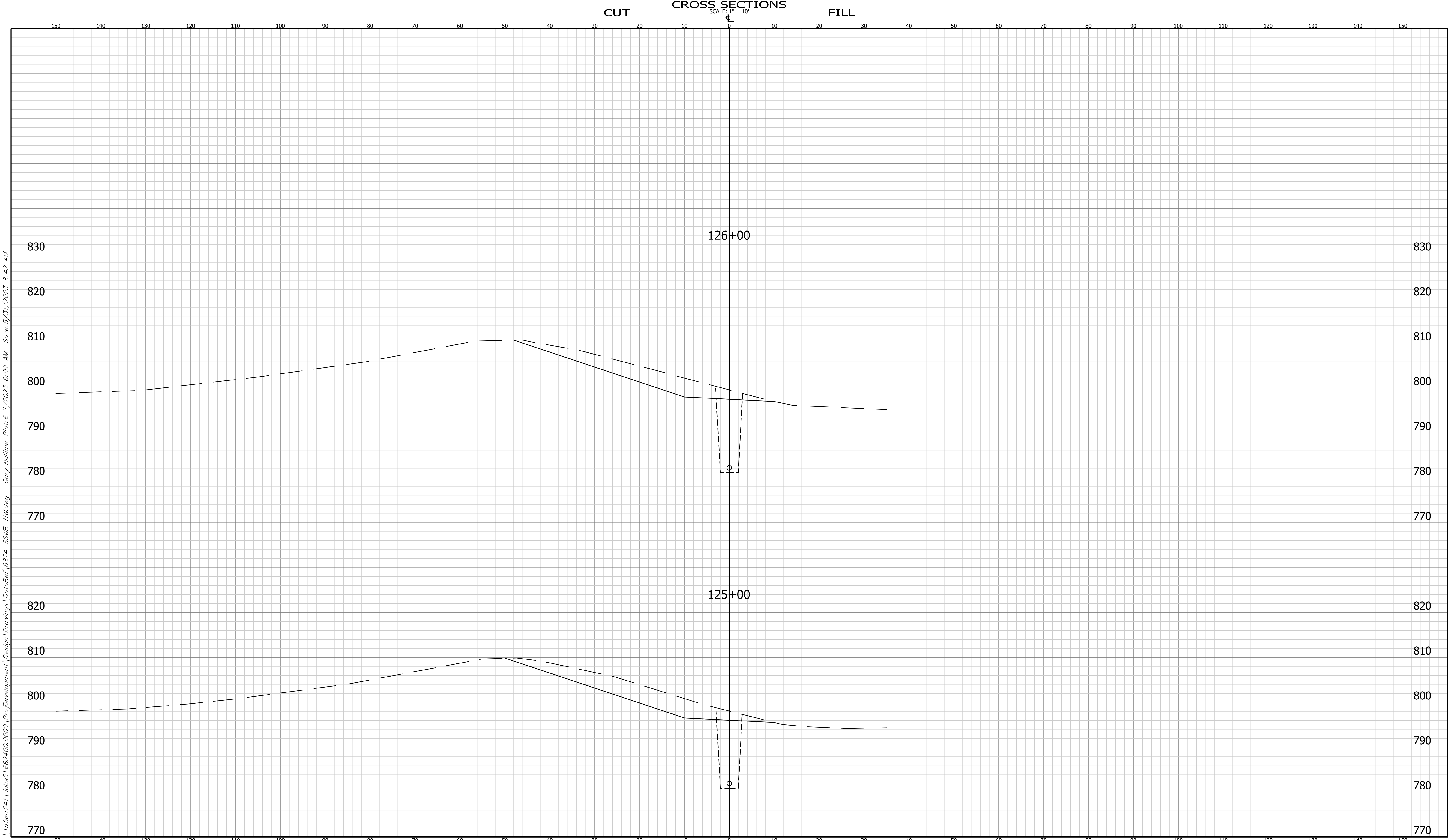
Branch Locations  
FORT WAYNE 260-459-1532  
LOUISVILLE 502-593-1996  
LAFAYETTE 765-423-5602  
MERRILLVILLE 219-769-2333  
PLAINFIELD 317-839-3242  
SOUTH BEND 574-288-5727



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| HORIZONTAL SCALE<br>1" = 10' |    |    |
| VERTICAL SCALE<br>1" = 10'   |    |    |
| SHEET                        |    |    |
| 33B                          | OF | 33 |
| PROJECT                      |    |    |



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1 Revised 5/19/2023  
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CROSS SECTIONS  
LINE "PR-S2"

|                         |                    |
|-------------------------|--------------------|
| DESIGNED: K. Wright     | DRAWN: G. Nulliner |
| CHECKED: M. Chmeliwskyj | CHECKED: K. Wright |

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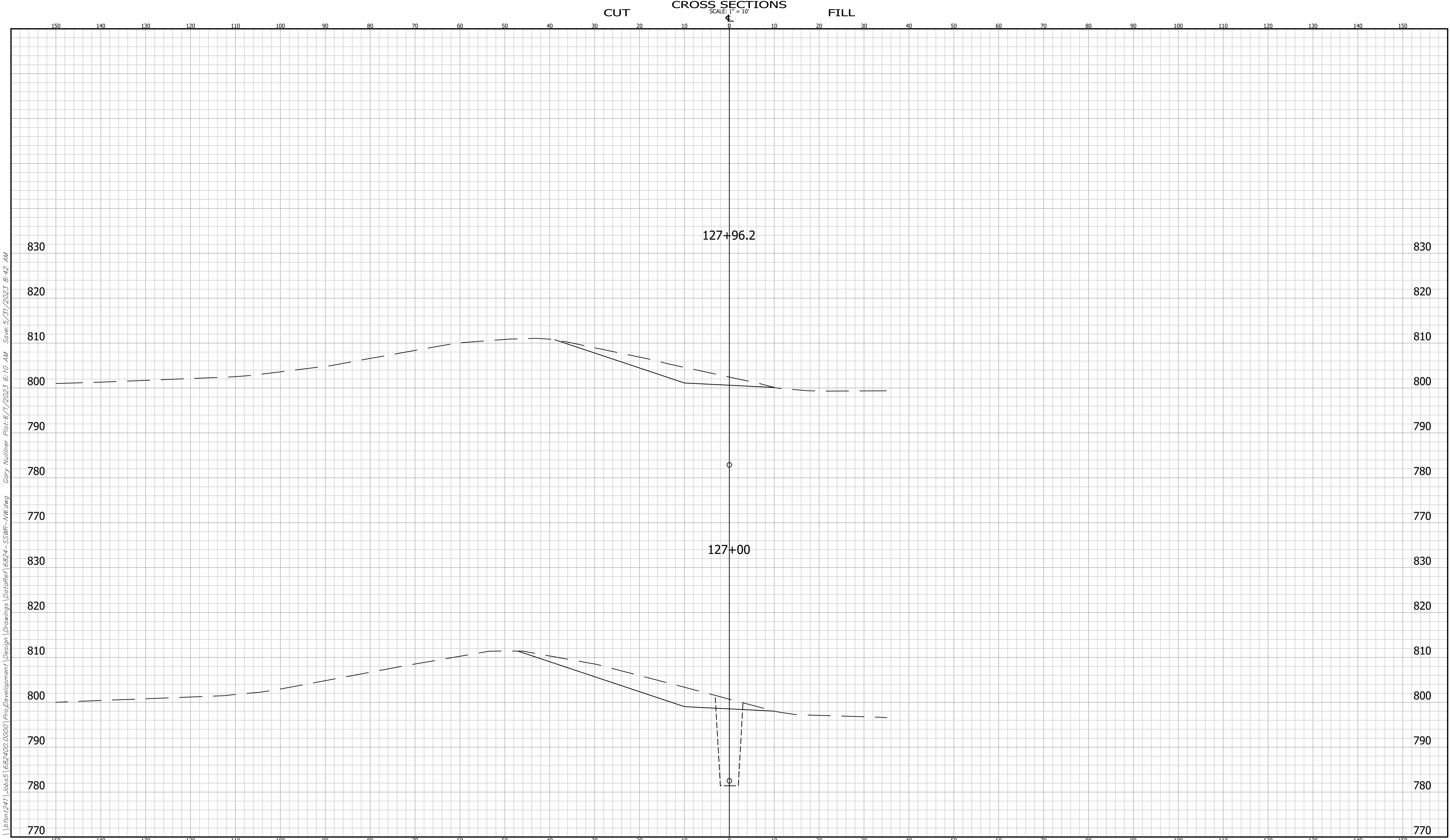
Branch Locations  
FORT WAYNE 260-459-1532  
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LAFAYETTE 765-423-5602  
MERRILLVILLE 219-769-2333  
PLAINFIELD 317-839-3242  
SOUTH BEND 574-288-5727



|                              |       |
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| HORIZONTAL SCALE<br>1" = 10' |       |
| VERTICAL SCALE<br>1" = 10'   |       |
| SHEET                        |       |
| 33C                          | OF 33 |
| PROJECT                      |       |



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Sheet Added To set

| CROSS SECTIONS<br>LINE "PR-S2" |                |          |            |
|--------------------------------|----------------|----------|------------|
| DESIGNED:                      | K. Wright      | DRAWN:   | G. Nullner |
| CHECKED:                       | M. Chmeliwskyj | CHECKED: | K. Wright  |

METRO AIRPORT SANITARY SEWER  
FISHERS INDIANA

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8450 WESTFIELD BLVD., SUITE 300  
INDIANAPOLIS, IN. 46240-8302  
TEL 317-713-4616  
FAX 317-713-4616  
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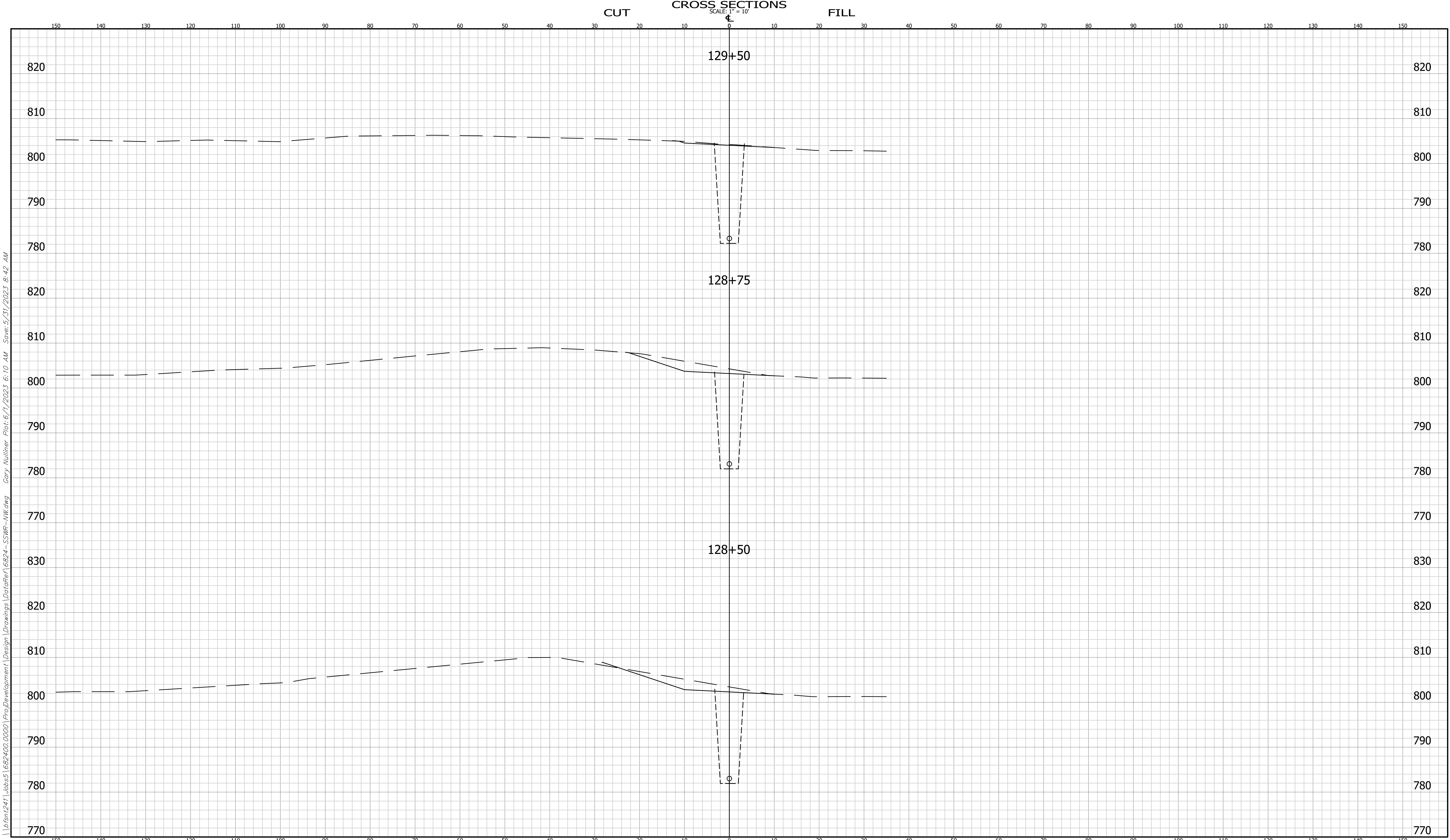
**BF&S**  
CIVIL ENGINEERS

Branch Locations  
FORT WAYNE 260-459-1532  
LOUISVILLE 502-593-1996  
LAFAYETTE 765-423-5602  
MERRILLVILLE 219-769-2333  
PLAINFIELD 317-839-3242  
SOUTH BEND 574-288-5727

|                              |       |
|------------------------------|-------|
| HORIZONTAL SCALE<br>1" = 10' |       |
| VERTICAL SCALE<br>1" = 10'   |       |
| SHEET                        |       |
| 33D                          | OF 33 |
| PROJECT                      |       |



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1 Revised 5/19/2023  
Sheet Added To set

CROSS SECTIONS  
LINE "PR-S2"

DESIGNED: K. Wright DRAWN: G. Nullner  
CHECKED: M. Chmeliwskyj CHECKED: K. Wright

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MERRILLVILLE 219-769-2333  
PLAINFIELD 317-839-3242  
SOUTH BEND 574-288-5727

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| HORIZONTAL SCALE<br>1" = 10' |    |    |
| VERTICAL SCALE<br>1" = 10'   |    |    |
| SHEET                        |    |    |
| 33E                          | OF | 33 |
| PROJECT                      |    |    |



**Exhibit E**  
**Construction Schedule**  
***[separately provided]***



**Exhibit F**  
**Installment Purchase Agreement**  
*[included on following pages]*



## **INSTALLMENT PURCHASE AGREEMENT**

This Installment Purchase Agreement (this “Purchase Agreement”) is made and entered into as of August \_\_, 2023, by and between GM Development Companies LLC, an Indiana limited liability company (“Seller”), and the City of Fishers, Indiana, by and through its Board of Public Works & Safety (the “Buyer”), on the following terms and conditions:

### **RECITALS**

WHEREAS, on or about November 8, 2022, the City issued its Request For Proposals And Qualifications To Design And Transfer A Wastewater Line (the “RFPQ”);

WHEREAS, pursuant to the RFPQ, the City sought offerors to design and construct a wastewater line to serve the Project Site pursuant to a public-private agreement between the City and the winning offeror in accordance with Ind. Code §5-23 *et seq.* (the “Act”);

WHEREAS, in response to the RFPQ, Developer submitted its December 6, 2022, Wastewater Line Project submission, and the City determined that Developer is reasonably susceptible of being selected for a Build Operate and Transfer Agreement in accordance with the Act;

WHEREAS, after negotiating the best and final offer, on or about February 14, 2023 the Board held a public hearing in accordance with and pursuant to the Act and voted to enter into a public-private agreement with Developer;

WHEREAS, the Board additionally approved Developer’s (a) completion of Phase 1, and (b) continued design of the eastside project, all pursuant to that certain February \_\_\_\_, 2023 Fishers Wastewater Line Build Operate Transfer Agreement;

WHEREAS, Developer has completed Phase I and the City has completed design of Phase 2, and on August \_\_, 2023, Developer and City entered into that certain Fishers Wastewater Line Build Operate Transfer Agreement (Phase 2) for completion of Phase 2 (the “Agreement”); and

WHEREAS, the Agreement provides that the Buyer will acquire the Project on the Closing Date pursuant to an Installment Purchase Agreement;

WHEREAS, this Purchase Agreement is and shall be the Installment Purchase Agreement referenced in the Agreement; and

WHEREAS, terms not specifically defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties agree as follows:

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

**2. Definitions.** The following capitalized terms shall have the meaning set forth in this Section 2, and to the extent a capitalized term is not specifically defined in this Purchase Agreement such term shall have the meaning ascribed to it in the Agreement:

**a. Assets** shall mean Phase 2, including, without limitation: (i) all improvements, (ii) materials and (iii) work product, together with all other improvements or work performed pursuant to the Agreement and any portions thereof and all construction or other warranties related thereto.

**b. Closing Date** shall mean a date on or before five (5) days from Substantial Completion of the Project.

**c. Default** shall mean (i) a default by Seller or its successor in interest under the Agreement or any of the Ancillary Agreements which default, following any applicable notice and Cure Period has continued past the applicable cure period set forth in the Agreement or the Ancillary Agreement, as applicable; or (ii) a default by the Seller under the Agreement or any of the Ancillary Agreements which has not been cured and with the passage of time and the provision of any applicable notice would become an Event of Default under the Agreement, or the Ancillary Agreements, as applicable, which in the reasonable opinion of the Buyer will result in the Seller's failure to timely complete the Project as required by the Agreement.

**d. Disbursement Request** shall mean a written request and certification for payment submitted by the Seller to the Buyer in the form attached hereto as **Exhibit A**, which request and certification for payment shall: (i) be prepared by the Seller; (b) be accompanied by: (y) a properly completed AIA Document G702 (Application and Certificate for Payment) (or such other application and certificate that is substantially similar in all respects to AIA Document G702) certified by the general contractor; and (z) the associated properly completed AIA Document G703 (Continuation Sheet) (or such other application and certificate that is substantially similar in all respects to AIA Document G703), with the description of the work therein to be in detail similar to that included in the Construction Contract; (iii) include a detailed summary of the costs included in such Disbursement Request, (iv) be substantially consistent with the Budget for the Project, and (v) include all related invoices, lien releases, and/or other information reasonably necessary to establish the accuracy of the information set forth in the request and certification.

**e. Purchase Price** shall mean an amount equal to the total amount disbursed by Buyer to Seller pursuant to Disbursement Requests for the Assets, which amount shall not exceed the Maximum Phase 2 Price.

**3. Purchase and Sale of Assets.** In consideration of the covenants, representations and obligations of Buyer hereunder, and subject to the conditions set forth in this Purchase Agreement, Seller hereby sells, and delivers to Buyer, and Buyer hereby purchases from Seller the Assets.

**4. Purchase Price.** The total consideration to be paid by Buyer to Seller for the Assets shall be the Purchase Price.

**5. Payments.** Buyer shall pay and deliver the Purchase Price to Seller as follows: beginning not sooner than September 15, 2023, and continuing each month thereafter on or before the last day of each consecutive month until the Closing Date (or, upon mutual agreement of the parties, a later date if costs have not yet been incurred and/or invoiced by Developer's contractors or subcontractors for punchlist or other items), Seller shall submit a Disbursement Request (including the required accompanying documents and in the form attached hereto as **Exhibit A**, as applicable), that includes all costs incurred related to construction and development of the Project during the preceding thirty (30) days. Buyer shall, within thirty (30) business days, disburse a corresponding amount of the Purchase Price to parties identified in the Disbursement Request for work completed prior to any Default, which may include the Seller for (i) some or all of the Seller's fee; and/or (ii) costs previously paid by the Seller and identified in the Disbursement Request; provided however, if a Default exists, the Buyer shall have no obligation to disburse any of the Purchase Price to the Seller in response to an otherwise valid Disbursement Request, until such Default has been cured, for (x) work completed after any Default; and (y) for the Seller's fee. Moreover, if Buyer terminates the Agreement pursuant to Article X thereof, Buyer shall have no obligation to disburse any of the Purchase Price for work performed after such termination.

**6. Possession and Title to Assets.** Subject to Section 2(b), after all payments hereunder have been made, Seller shall transfer all of Seller's right, title and interest in and to the Assets to Buyer, free and clear of any liens and encumbrances thereon, and Seller shall execute the Bill of Sale evidencing the transfer of the Assets. Notwithstanding the foregoing or anything contained to the contrary herein, this Section 6 shall not be interpreted to conflict with Seller's submission of full Disbursement Requests, including, without limitation, all lien releases. Moreover, if the Agreement is terminated at any time prior to the Closing Date, within ten (10) days of Buyer's written request, Seller shall prepare the Bill of Sale and transfer all right, title and interest of Seller to those Assets for which the Buyer previously paid pursuant to Disbursement Requests.

**7. Protection, Maintenance and Operation of Assets.** Until title to the Assets has transferred, Seller shall (i) protect, keep and maintain the Assets in good operating condition and in accordance with all construction warranties provided therefore; and (ii) shall not place, or allow to be placed, any lien or encumbrance on the Assets.

**8. Additional Assurances.** Seller agrees to perform any further action and to execute and deliver any further documents reasonably necessary or proper to carry out the intent of this Purchase Agreement.

**9. Indemnification.** Seller shall indemnify, defend and hold Buyer and its affiliates, directors, officers, shareholders, employees, attorneys, agents and other representatives from and against any and all demands, claims, actions, causes of action, proceedings, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel), including without limitation damages for personal injury or death, arising out of (i) any breach of any representation, warranty or covenant of this Purchase Agreement, and (ii) Seller's operation of the Assets.

**10. Notices.** All notices to be given by any party to this Purchase Agreement to the other party shall be provided as described in the Agreement.

**11. Supplemental Agreement.** The parties acknowledge and agree that this Purchase Agreement is intended to supplement the Agreement, and to the extent there is any inconsistency between the Agreement and this Purchase Agreement, the Agreement shall control.

**12. Miscellaneous.** This Purchase Agreement shall inure to the benefit of, and be binding upon, the Seller and the Buyer, and their respective successors and assigns. This Purchase Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Purchase Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. The Buyer and Seller waive, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right each may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Purchase Agreement may be modified only by a written agreement signed by the Seller and the Buyer. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Purchase Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Purchase Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Purchase Agreement. If any provision of this Purchase Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Purchase Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Purchase Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Purchase Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Purchase Agreement or the scope or content of any of its provisions. Nothing contained in this Purchase Agreement shall be construed to create a partnership or joint venture between the Seller and the Buyer or their successors in interest.



*[SIGNATURES ON FOLLOWING PAGES]*

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Installment Purchase Agreement as of the date set forth above.

**“BUYER”**

**CITY OF FISHERS, INDIANA**

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

**“SELLER”**

**GM DEVELOPMENT COMPANIES LLC**

By: \_\_\_\_\_  
Gregory W. Martz, Sole Member

**Exhibit G**  
**Project Site**





**Exhibit H**  
**Insurance/Bond Requirements**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Workers Compensation insurance coverage in accordance with statutory requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2. | Employers Liability Insurance with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 Disease- each employee; and \$1,000,000.00 Disease Policy Limit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3. | <p>Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and Developer shall provide the City with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City of Fishers and the Indianapolis Airport Authority as additional insureds thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City of Fishers per the follows:</p> <p>(i) \$1,000,000.00 Each Occurrence (BI &amp; PD Combined Single Limit);</p> <p>(ii) \$2,000,000.00 General Occurrence (subject to per project general aggregate provision); and</p> <p>(iii) \$1,000,000.00 Personal Injury Liability to include coverage for employee-related claims.</p> |
| 4. | Business Automobile Liability Insurance: Written in the amount of not less than \$1,000,000.00 each accident to include the City of Fishers as an additional insured.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5. | Umbrella Liability: \$5,000,000.00.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6. | Professional Liability: If the Contract is the subject of any professional services or design work, Developer will use commercially reasonable efforts to cause the party rendering those services to maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed for a minimum limit of \$2,000,000.00.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 7. | <p>Performance Bond in an amount not less than fifty percent (50%) of the Maximum Phase 2 Price</p> <p>Payment Bond in an amount not less than the Maximum Phase 2 Price.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

**RESOLUTION NO. R082223E**

**A REOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY  
APPROVING ROAD ACCESS AND DEDICATION AGREEMENT FOR CERTAIN  
PRIVATE ROADS CONTINGENT ON COMPLETION OF BARRETT LAW PROJECT  
BARRETT WEST**

WHEREAS, Indiana Code §36-9-36-1 *et seq.* (the “Act”) allows the City of Fishers (“City”) to make certain authorized 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 a preliminary resolution for the improvement which includes the cross-sections, general plans, and specifications for the improvement and an estimate of the cost of the public improvement (“Improvements”);

WHEREAS, on or around March 14, 2023, the Board adopted Resolution No. R031423C (the “Preliminary Resolution”), which authorized the use of the Act to improve certain private roads within the City, all as further described in the Preliminary Resolution, for the roads shown in the attached Exhibit A, incorporated herein, also referred to as “Barrett West”;

WHEREAS, the Board set a public hearing for March 28, 2023, sent the notice to each property owner affected by the proposed improvement as set forth in R031423C, and published notice of the Preliminary Resolution and public hearing in accordance with the Act;

WHEREAS, on March 28, 2023, the Board held a duly noticed public hearing in accordance with the Act and heard all interested persons; and

WHEREAS, the Board now desires to enter into an agreement with the owners of the Barrett West private road that provides (1) the owners will give the City authority to enter onto the private road for the purpose of making the Improvements, (2) the owner agrees to waive any objections or remonstrances against the Barrett Law process, (3) the owner will dedicate the private road after completion of the Improvements, and (4) the City will accept the road into its inventory after completion of the Improvements and dedication of the private road by the owners, all contingent upon the use of the Act for the Improvements.

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

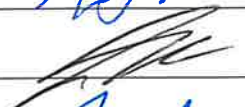
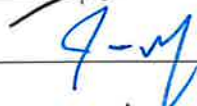
- Section 1.** The Board agrees to enter into the Road Access and Dedication Agreement in a form substantially similar to the attached Exhibit B, incorporated herein (the “Agreement”).
- Section 2.** The Board authorizes the Mayor and/or the Director of Engineering to sign the Agreement.

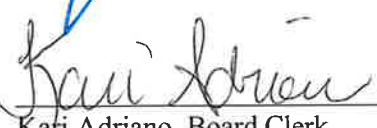
**Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 22nd Day of August 2023.



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

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

ATTEST:  DATE: 8/22/23  
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



# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                              |                                                  |                                                                                                                                |                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | August 22, 2023                                                                                                                                                                                              |                                                  |                                                                                                                                |                                                                                            |
| <b>TITLE</b>                                                                                                                                                                    | A REOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING ROAD ACCESS AND DEDICATION AGREEMENT FOR CERTAIN PRIVATE ROADS CONTINGENT ON COMPLETION OF BARRETT LAW PROJECT BARRETT WEST      |                                                  |                                                                                                                                |                                                                                            |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Rich Bassett<br>Department: Engineering                                                                                                                                                        |                                                  |                                                                                                                                |                                                                                            |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                                  | <input checked="" type="checkbox"/> Regular      | <input type="checkbox"/> Special                                                                                               | <input type="checkbox"/> Retreat                                                           |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                                             | <input type="checkbox"/> Ordinance               | <input type="checkbox"/> Resolution                                                                                            | <input checked="" type="checkbox"/> Regular                                                |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                                             | <input type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                        | <input type="checkbox"/> 3 <sup>rd</sup> Reading<br><input type="checkbox"/> Final Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                                 |                                                  | Resolution #: R082223E                                                                                                         |                                                                                            |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input checked="" type="checkbox"/> Contract <b>required</b> for this item                                                                                                                                   |                                                  | <input checked="" type="checkbox"/> Signed copy of contract attached                                                           |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                                      |                                                  | <input type="checkbox"/> <b>No contract</b> for this item                                                                      |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                                        |                                                  | <input type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                                                            |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input checked="" type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                  | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                   |                                                                                            |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                       |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                       |
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Controller's Office          |
|                                                                                             | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Finance Committee            |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> Technical Advisory Committee |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Other:                       |
|                                                                                             | <input checked="" type="checkbox"/> Legal Counsel –<br>Name of Reviewer: Lindsey Bennett                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                       |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | The City requests that the Board approve an agreement with the owners of the Barrett West private road that provides (1) the owner will give the City authority to enter onto the private road for the purpose of making the Improvements, (2) the owner agrees to waive any objections or remonstrances against the Barrett Law process, (3) the owner will dedicate the private road after completion of the Improvements, and (4) the City will accept the road into its inventory after completion of the Improvements and dedication of the private road by the owners, all contingent upon the use of the Act for the Improvements. |                                                       |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                       |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                       |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |
|                                                                                             | <b>Narrative:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                       |
| <b>OPTIONS</b><br>(Include Deny Approval Option)                                            | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Approve                                               |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Provide Alternative Direction                         |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                       |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                       |
| <b>PROJECT TIMELINE</b>                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                       |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                       |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            | Resolution Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |





## ROAD ACCESS AND DEDICATION AGREEMENT

THIS ROAD ACCESS AND DEDICATION AGREEMENT (this "Agreement") is made and entered into as of the 18<sup>th</sup> day of August, 2023 ("Effective Date"), by and between the City of Fishers, Indiana ("Fishers"), and Fishers Trade Center Owners Association, Inc., an Indiana corporation ("Owner").

### **RECITALS**

WHEREAS, the Owner is a property owner association comprised of several commercial businesses and owns real estate located in Fishers and identified as 0 Britton Park Road, Parcel No. 15-11-19-00-00-020.008 on what is attached hereto and incorporated herein by reference as Exhibit A ("Property"); and

WHEREAS, the Owner maintains a private road ("Road") on the Property and desires for Fishers to perform a full reconstruction of the roadway for a portion of Britton Park Road and Trade Center Drive, a 1.5 inch milling and repaving of the existing asphalt roadways, perform base repair where necessary, perform localized improvements to the enclosed storm sewer system, repair and reconstruct curb and ADA curb ramps where necessary (the "Improvements"); and

WHEREAS, Indiana Code §36-9-36-1 *et seq.* ("Barrett Law") allows Fishers to make certain authorized improvements and assess the total costs of the improvements against property owners who will specially benefit from the improvements, in accordance with certain procedures; and

WHEREAS, Fishers and Owner desire to utilize Barrett Law to make the Improvements and assess the costs of the Improvements against the property owners who will benefit from the improved Road; and

WHEREAS, a detailed depiction of the location, dimensions, and construction of the Road is attached as Exhibit B, and Owner and Fishers have reviewed Exhibit B and approve the construction of the Road in conformity with it; and

WHEREAS, Fishers is willing to manage the construction of the Road and maintain the Road, provided Owner agrees to dedicate the Road to Fishers per the terms of this Agreement; and

WHEREAS, Fishers and the Owner agree that mutual consideration supports this Agreement.

NOW, THEREFORE, in consideration of the mutual agreement and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Fishers and Owner (each a "Party", or collectively, the "Parties") agree that the foregoing preambles, recitations and definitions are incorporated herein by reference, and further agree as follows:

Section 1. Authority to Construct Road. Owner hereby authorizes Fishers and its designated agents and representatives to enter onto the Property to plan, construct and inspect the Road as depicted in Exhibit B, which has been reviewed and approved by Owner and

## ROAD ACCESS AND DEDICATION AGREEMENT

THIS ROAD ACCESS AND DEDICATION AGREEMENT (this "Agreement") is made and entered into as of the 16 day of August, 2023 ("Effective Date"), by and between the City of Fishers, Indiana ("Fishers"), and Fishers Trade Center Owners Association, Inc., an Indiana corporation ("Owner").

### **RECITALS**

WHEREAS, the Owner is a property owner association comprised of several commercial businesses and owns real estate located in Fishers and identified as 0 Britton Park Road, Parcel No. 15-11-19-00-00-020.008 on what is attached hereto and incorporated herein by reference as Exhibit A ("Property"); and

WHEREAS, the Owner maintains a private road ("Road") on the Property and desires for Fishers to perform a full reconstruction of the roadway for a portion of Britton Park Road and Trade Center Drive, a 1.5 inch milling and repaving of the existing asphalt roadways, perform base repair where necessary, perform localized improvements to the enclosed storm sewer system, repair and reconstruct curb and ADA curb ramps where necessary (the "Improvements"); and

WHEREAS, Indiana Code §36-9-36-1 *et seq.* ("Barrett Law") allows Fishers to make certain authorized improvements and assess the total costs of the improvements against property owners who will specially benefit from the improvements, in accordance with certain procedures; and

WHEREAS, Fishers and Owner desire to utilize Barrett Law to make the Improvements and assess the costs of the Improvements against the property owners who will benefit from the improved Road; and

WHEREAS, a detailed depiction of the location, dimensions, and construction of the Road is attached as Exhibit B, and Owner and Fishers have reviewed Exhibit B and approve the construction of the Road in conformity with it; and

WHEREAS, Fishers is willing to manage the construction of the Road and maintain the Road, provided Owner agrees to dedicate the Road to Fishers per the terms of this Agreement; and

WHEREAS, Fishers and the Owner agree that mutual consideration supports this Agreement.

NOW, THEREFORE, in consideration of the mutual agreement and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Fishers and Owner (each a "Party", or collectively, the "Parties") agree that the foregoing preambles, recitations and definitions are incorporated herein by reference, and further agree as follows:

Section 1. Authority to Construct Road. Owner hereby authorizes Fishers and its designated agents and representatives to enter onto the Property to plan, construct and inspect the Road as depicted in Exhibit B, which has been reviewed and approved by Owner and

Fishers. Fishers agrees that the Road will fully comply with the drawings and specifications in Exhibit B and will be constructed in strict compliance with all State laws, State regulations and Fishers ordinances and standards. Fishers shall be responsible for all design, planning and construction of the Road. Nothing in this Agreement shall be interpreted as providing or granting the Owner any rights or interests in the Road once the Road is dedicated by Owner and accepted by Fishers, including but not limited to any curb cuts or access rights except as already exists as of the effective date of this Agreement.

Section 2. Barrett Law Authorization. Owner has reviewed the Barrett Law provisions and procedures and agrees that Barrett Law should be utilized to improve and finance the Road in an amount not to exceed \$1,900,000. Owner agrees to waive any objections or remonstrances it may be entitled to under Barrett Law. Owner further agrees to allow Fishers to utilize Barrett Law to assess the adjacent properties for the Improvements and agrees not to challenge the Barrett Law process in a court of law. Owner has secured the authority from the property owners in accordance with its covenants to enter into this Agreement.

Section 3. Inspection. Fishers shall have the authority during all phases of construction and inspection of the Road to enter upon the Property to inspect the Road, with or without notice.

Section 4. Construction and Maintenance of Road. The Owner shall be responsible for all costs of construction and installation of the Improvements and the Parties agree that Fishers shall not reimburse the Owner for any portion of such costs, provided the construction and installation is completed in accordance with this Agreement. Prior to dedication and acceptance of the Road by Fishers, the Owner shall be responsible for all costs of maintaining the Road, except for snow removal which shall be provided by Fishers. However, following dedication of the Road and completion of the Improvements, Fishers agrees to accept the Road into its inventory and maintain and operate the Road subject to the other terms herein.

Section 5. Fishers' Liability. Absent gross negligence, Fishers shall not be liable for any damage to Owner or the adjoining property resulting from Fishers' construction, use or maintenance of the Road, including, without limitation, damage caused by events of force majeure. Fishers shall further not be liable for any indirect, special, incidental, or consequential damages. Fishers shall use its best efforts to not adversely interfere with the uses and businesses of the adjacent properties.

Section 6. Dedication of Road and Easements. The Owner agrees to dedicate the Road to Fishers after completion of construction and final inspection by Fishers. The dedication of Road shall occur by the execution of a public right-of-way dedication, in the form required by Fishers, a copy of which is attached as Exhibit C. Fishers shall record all necessary documents in the Hamilton County Recorder's Office. Fishers shall have no rights or interest in the Road or obligation to maintain and operate the Road until after dedication by Owner and acceptance Fishers, except as otherwise stated herein.

The Owner hereby authorizes and grants a public access easement to allow full public ingress and egress along and over the Road before and during construction, and the parties agree that Fishers shall have the right to regulate and control the use of the Road following its

completion.

Section 7. Recording Agreement. The Owner and Fishers agree that this Agreement shall not be recorded with the Hamilton County Recorder.

Section 8. Binding on Successors and Assigns. The parties agree that this Agreement touches and concerns the land, and the terms of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their grantees, successors and assigns.

Section 9. Attorneys' Fees and Indemnification of Fishers. Fishers is entitled to recover its costs including, but not limited to, reasonable attorneys' fees and court costs in any action brought to enforce the terms of this Agreement.

Section 10. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

Section 11. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties pertaining to the subject matter hereof.

Section 12. Amendment and Waiver. Neither this Agreement, nor any term hereof, may be changed, modified, altered, waived, discharged, or terminated, except by written instrument. Failure to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 13. Counterparts, Separate Signature Pages and Facsimile/Electronic Signatures. This Agreement may be executed in several counterparts, by separate signature pages, and/or by either emailed or facsimile/electronic signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile/electronic signatures together shall constitute one and the same Agreement.

Section 14. Authority of Parties. Each Party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required.

Section 15. Captions. The captions to this Agreement are for convenience of reference



only and shall not be given any effect in the interpretation of this Agreement.

Section 16. Notices. All notices, consents and other communications (collectively, "Notices") shall be given to Fishers or the Owner in writing to the addresses set forth below:

Fishers:

City of Fishers  
Attn: Director of Engineering  
11565 Brooks School Road  
Fishers, IN 46038

With Copy To:

City of Fishers  
Attn: City Attorney  
1 Municipal Drive  
Fishers, IN 46038

Owner: Fishers Trade Center Owners Association Inc.  
PO Box 745  
Lafayette IN 47902

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

Section 17. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY OF FISHERS**

\_\_\_\_\_  
Mayor Scott Fadness

**FISHERS TRADE CENTER OWNERS  
ASSOCIATION, INC.**

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

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

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

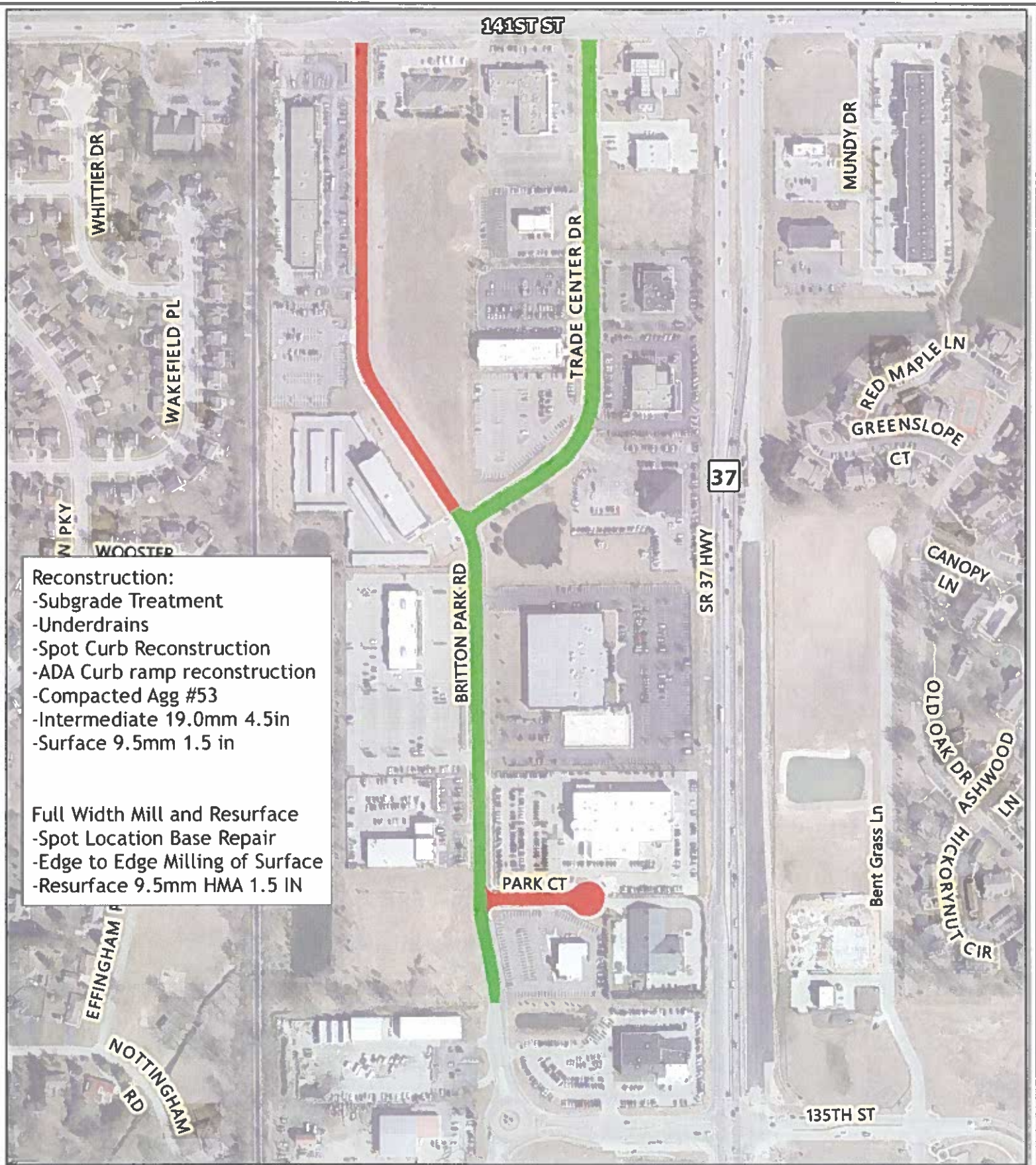
## Exhibit A

[illegible]

Author: Hamilton County



## Exhibit B



## Britton Park Rd, Trade Center Dr, and Park Ct

### Legend

- Reconstruction
- Full Width Mill & Resurface

Set 1 of 1

Exhibit



0 125 250 500

Feet

Page 408 of 433

## Exhibit C

Parcel No.: 15-11-19-00-00-020.008

Cross Ref. No.:

### DEDICATION OF PUBLIC RIGHT-OF-WAY

Fishers Trade Center Owners Association Inc., an Indiana corporation, owner of certain real property generally located at 0 Britton Park Road Fishers, Indiana and identified by parcel No. 15-11-19-00-00-020.008 (Real Estate”), hereby dedicates and conveys the portion of the Real Estate specifically described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein to the City of Fishers, Hamilton County, Indiana, for use as public right-of-way.

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

IN WITNESS WHEREOF, the undersigned, as the authorized representative of Fishers Trade Center Owners Association Inc. with full authority to do so executes this Dedication of Public Right-Of-Way this \_\_\_\_ day of \_\_\_\_\_, 2023.

**Fishers Trade Center Owners Association, Inc.**

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

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

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



Parcel No.: 15-11-19-00-00-020.008

Cross Ref. No.:

NOTARY'S CERTIFICATE

STATE OF INDIANA                     )  
                                                          ) SS:  
COUNTY OF \_\_\_\_\_ )

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

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

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

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

## **RESOLUTION NO. R082223F**

### **A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING ROAD ACCESS AND DEDICATION AGREEMENT FOR CERTAIN PRIVATE ROADS CONTINGENT ON COMPLETION OF BARRETT LAW PROJECT BARRETT EAST**

WHEREAS, Indiana Code §36-9-36-1 *et seq.* (the “Act”) allows the City of Fishers (“City”) to make certain authorized 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 a preliminary resolution for the improvement which includes the cross-sections, general plans, and specifications for the improvement and an estimate of the cost of the public improvement (“Improvements”);

WHEREAS, on or around March 14, 2023, the Board adopted Resolution No. R031423D (the “Preliminary Resolution”), which authorized the use of the Act to improve certain private roads within the City, all as further described in the Preliminary Resolution, for the roads shown in the attached Exhibit A, incorporated herein, also referred to as “Barrett East”;

WHEREAS, the Board set a public hearing for March 28, 2023, sent the notice to each property owner affected by the proposed improvement as set forth in R031423D, and published notice of the Preliminary Resolution and public hearing in accordance with the Act;

WHEREAS, on March 28, 2023, the Board held a duly noticed public hearing in accordance with the Act and heard all interested persons; and

WHEREAS, the Board now desires to enter into an agreement with the owners of the Barrett West private road that provides (1) the owners will give the City authority to enter onto the private road for the purpose of making the Improvements, (2) the owner agrees to waive any objections or remonstrances against the Barrett Law process, (3) the owner will dedicate the private road after completion of the Improvements, and (4) the City will accept the road into its inventory after completion of the Improvements and dedication of the private road by the owners, all contingent upon the use of the Act for the Improvements.

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 agrees to enter into the Road Access and Dedication Agreement in a form substantially similar to the attached Exhibit B, incorporated herein (the “Agreement”).
- Section 2.** The Board authorizes the Mayor and/or the Director of Engineering to sign the Agreement.

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

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 22nd Day of August 2023.

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

**YAY**

**NAY**

**ABSTAIN**

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

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

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

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





# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                              |                                                  |                                                                                                                                |                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | August 22, 2023                                                                                                                                                                                              |                                                  |                                                                                                                                |                                                                                            |
| <b>TITLE</b>                                                                                                                                                                    | A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING ROAD ACCESS AND DEDICATION AGREEMENT FOR CERTAIN PRIVATE ROADS CONTINGENT ON COMPLETION OF BARRETT LAW PROJECT BARRETT EAST     |                                                  |                                                                                                                                |                                                                                            |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Rich Bassett<br>Department: Engineering                                                                                                                                                        |                                                  |                                                                                                                                |                                                                                            |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                                  | <input checked="" type="checkbox"/> Regular      | <input type="checkbox"/> Special                                                                                               | <input type="checkbox"/> Retreat                                                           |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input type="checkbox"/> Consent                                                                                                                                                                             | <input type="checkbox"/> Ordinance               | <input type="checkbox"/> Resolution                                                                                            | <input checked="" type="checkbox"/> Regular                                                |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                                             | <input type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                        | <input type="checkbox"/> 3 <sup>rd</sup> Reading<br><input type="checkbox"/> Final Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                                 |                                                  | Resolution #: R082223F                                                                                                         |                                                                                            |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input checked="" type="checkbox"/> Contract <b>required</b> for this item                                                                                                                                   |                                                  | <input checked="" type="checkbox"/> Signed copy of contract attached                                                           |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                                      |                                                  | <input type="checkbox"/> <b>No contract</b> for this item                                                                      |                                                                                            |
|                                                                                                                                                                                 | <input type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                                        |                                                  | <input type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                                                            |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input checked="" type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                  | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                   |                                                                                            |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                       |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                       |
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> Controller's Office          |
|                                                                                             | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/> Finance Committee            |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Technical Advisory Committee |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Other:                       |
|                                                                                             | <input checked="" type="checkbox"/> Legal Counsel –<br>Name of Reviewer: Lindsey Bennett                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                       |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | The City requests that the Board approve an agreement with the Property Owners Association of the Barrett East private road that provides (1) the owner will give the City authority to enter onto the private road for the purpose of making the Improvements, (2) the owner agrees to waive any objections or remonstrances against the Barrett Law process, (3) the owner will dedicate the private road after completion of the Improvements, and (4) the City will accept the road into its inventory after completion of the Improvements and dedication of the private road by the owners, all contingent upon the use of the Act for the Improvements. |                                                       |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                       |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                       |
|                                                                                             | <b>Narrative:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |
| <b>OPTIONS</b><br>(Include Deny Approval Option)                                            | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Approve                                               |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Provide Alternative Direction                         |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                       |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                       |
| <b>PROJECT TIMELINE</b>                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                       |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            | Resolution Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                       |



## ROAD ACCESS AND DEDICATION AGREEMENT

THIS ROAD ACCESS AND DEDICATION AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of August, 2023 ("Effective Date"), by and between the City of Fishers, Indiana ("Fishers"), and Parkside Owners Association, Inc., an Indiana corporation ("Owner").

### RECITALS

WHEREAS, the Owner is a property owner association comprised of several commercial businesses and owns real estate located in Fishers and identified as 0 Parkside Drive, Parcel No. 15-11-30-00-00-023.014 on what is attached hereto and incorporated herein by reference as Exhibit A ("Property"); and

WHEREAS, the Owner maintains a private road on the Property ("Road") and desires for Fishers to perform on portions of Publishers Drive, Parkside Drive and Enterprise Drive a 3 inch milling of the existing roadways and place 3-1/2 inch of new asphalt, perform base repair at necessary locations, repair and reconstruct curb and ADA curb ramps where necessary (the "Improvements"); and

WHEREAS, Indiana Code §36-9-36-1 *et seq.* ("Barrett Law") allows Fishers to make certain authorized improvements and assess the total costs of the improvements against property owners who will specially benefit from the improvements, in accordance with certain procedures; and

WHEREAS, Fishers and Owner desire to utilize Barrett Law to make the Improvements and assess the costs of the Improvements against the property owners who will benefit from the improved Road; and

WHEREAS, a detailed depiction of the location, dimensions, and construction of the Road is attached as Exhibit B, and Owner and Fishers have reviewed Exhibit B and approve the construction of the Road in conformity with it; and

WHEREAS, Fishers is willing to manage the construction of the Road and maintain the Road, provided Owner agrees to dedicate the Road to Fishers per the terms of this Agreement; and

WHEREAS, Fishers and the Owner agree that mutual consideration supports this Agreement.

NOW, THEREFORE, in consideration of the mutual agreement and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Fishers and Owner (each a "Party", or collectively, the "Parties") agree that the foregoing preambles, recitations and definitions are incorporated herein by reference, and further agree as follows:

Section 1. Authority to Construct Road. Owner hereby authorizes Fishers and its designated agents and representatives to enter onto the Property to plan, construct and inspect the Road as depicted in Exhibit B, which has been reviewed and approved by Owner and Fishers. Fishers agrees that the Road will fully comply with the drawings and specifications in Exhibit B and will be constructed in



strict compliance with all State laws, State regulations and Fishers' ordinances and standards. Fishers shall be responsible for all design, planning and construction of the Road. Nothing in this Agreement shall be interpreted as providing or granting the Owner any rights or interests in the Road once the Road is dedicated by Owner and accepted by Fishers, including but not limited to any curb cuts or access rights.

Section 2. Barrett Law Authorization. Owner has reviewed the Barrett Law provisions and procedures and agrees that Barrett Law should be utilized to improve and finance the Road in an amount not to exceed \$1,000,000. Owner agrees to waive any objections or remonstrances it may be entitled to under Barrett Law. Owner further agrees to allow Fishers to utilize Barrett Law to assess the adjacent properties for the Improvements and agrees not to challenge the Barrett Law process in a court of law. Owner has secured the authority from the property owners in accordance with its covenants to enter into this Agreement.

Section 3. Inspection. Fishers shall have the authority during all phases of construction and inspection of the Road to enter upon the Property to inspect the Road, with or without notice.

Section 4. Construction and Maintenance of Road. The Owner shall be responsible for all costs of construction and installation of the Improvements and the Parties agree that Fishers shall not reimburse the Owner for any portion of such costs. Prior to dedication and acceptance of the Road by Fishers, the Owner shall be responsible for all costs of maintaining the Road, except for snow removal which shall be provided by Fishers. However, following dedication of the Road, Fishers agrees to accept the Road into its inventory and maintain and operate the Road subject to the other terms herein.

Section 5. Fishers' Liability. Absent gross negligence, Fishers shall not be liable for any damage to Owner or the adjoining property resulting from Fishers' construction, use or maintenance of the Road, including, without limitation, damage caused by events of force majeure. Fishers shall further not be liable for any indirect, special, incidental, or consequential damages.

Section 6. Dedication of Road and Easements. The Owner agrees to dedicate the Road to Fishers after completion of construction and final inspection by Fishers. The dedication of Road shall occur by the execution of a public right-of-way dedication, in the form required by Fishers, a copy of which is attached as Exhibit C. Fishers shall record all necessary documents in the Hamilton County Recorder's Office. Fishers shall have no rights or interest in the Road or obligation to maintain and operate the Road until after dedication by Owner and acceptance Fishers.

The Owner hereby authorizes and grants a public access easement to allow full public ingress and egress along and over the Road before and during construction, and the parties agree that Fishers shall have the right to regulate and control the use of the Road following its completion.

Section 7. Recording Agreement. The Owner and Fishers agree that this Agreement shall not be recorded with the Hamilton County Recorder.

Section 8. Binding on Successors and Assigns. The parties agree that this Agreement touches and concerns the land, and the terms of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their grantees, successors and assigns.

Section 9. Attorneys' Fees and Indemnification of Fishers. Fishers is entitled to recover its costs including, but not limited to, reasonable attorneys' fees and court costs in any action brought to enforce the terms of this Agreement.

Section 10. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

Section 11. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties pertaining to the subject matter hereof.

Section 12. Amendment and Waiver. Neither this Agreement, nor any term hereof, may be changed, modified, altered, waived, discharged, or terminated, except by written instrument. Failure to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 13. Counterparts, Separate Signature Pages and Facsimile/Electronic Signatures. This Agreement may be executed in several counterparts, by separate signature pages, and/or by either emailed or facsimile/electronic signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile/electronic signatures together shall constitute one and the same Agreement.

Section 14. Authority of Parties. Each Party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required.

Section 15. Captions. The captions to this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.

Section 16. Notices. All notices, consents and other communications (collectively, "Notices") shall be given to Fishers or the Owner in writing to the addresses set forth below:

Fishers:

City of Fishers

Attn: Director of Engineering  
11565 Brooks School Road  
Fishers, IN 46038

With Copy To:

City of Fishers  
Attn: City Attorney  
1 Municipal Drive  
Fishers, IN 46038

Owner:

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

Section 17. Governing Law.  
the laws of the State of Indiana.

This Agreement shall be governed by and construed under

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY OF FISHERS**

\_\_\_\_\_  
Mayor Scott Fadness

**PARKSIDE OWNERS ASSOCIATION, INC.**

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

Printed Name: J. Brian Mann

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

President



Parcel No.: 15-11-30-00-00-023.014

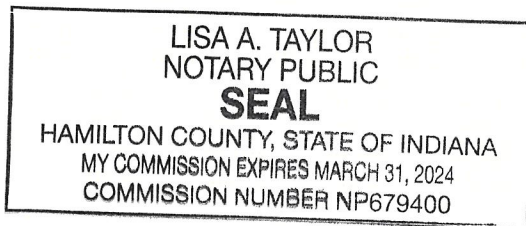
Cross Ref. No.:

NOTARY'S CERTIFICATE

STATE OF INDIANA )  
COUNTY OF Marion ) SS:  
)

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

Witness my hand and Notarial Seal this 14 day of August, 2023.



By:

[Signature]  
Notary Public

Printed Name

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

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

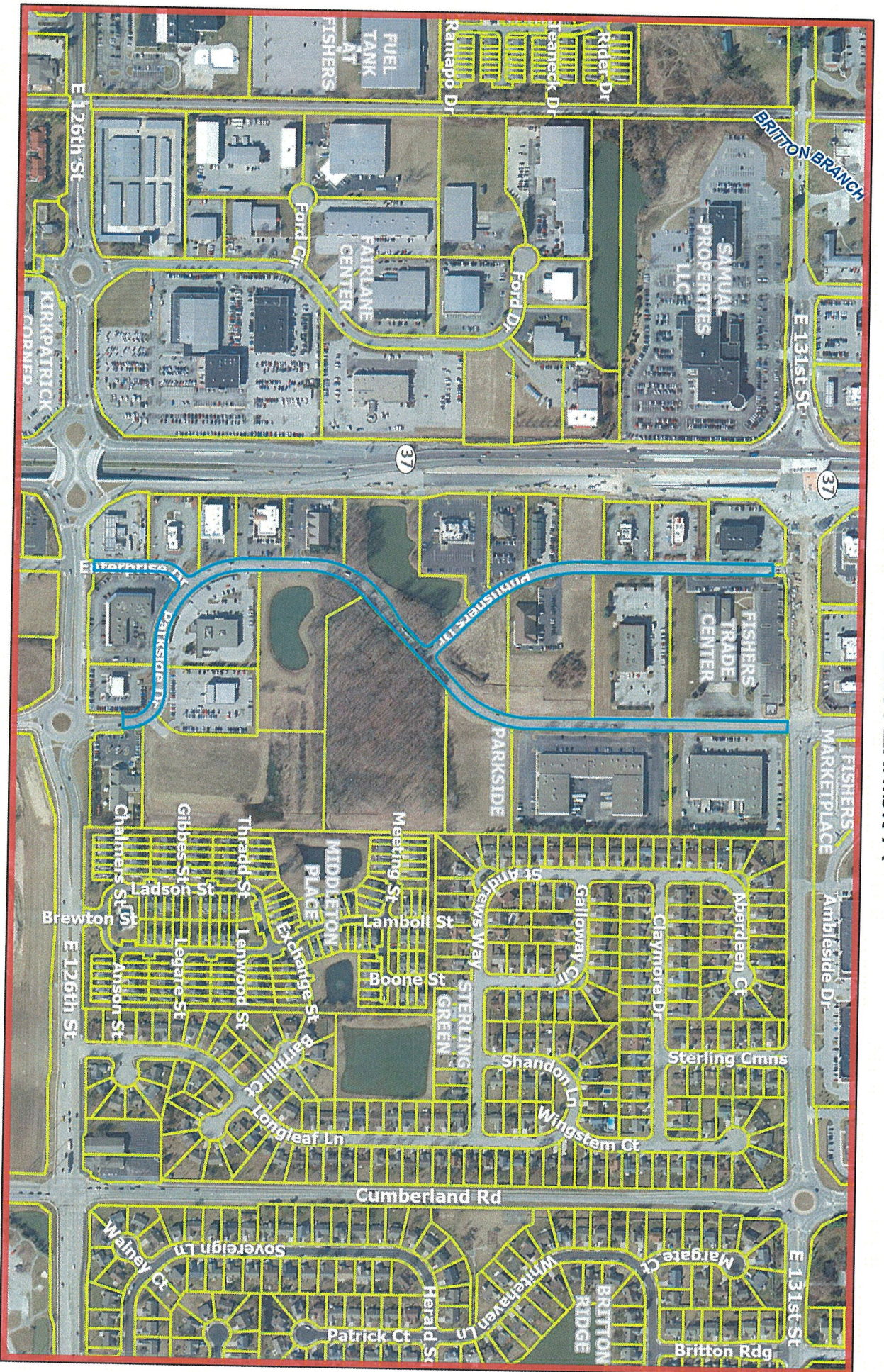
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Lindsey M. Bennett



## Exhibit A



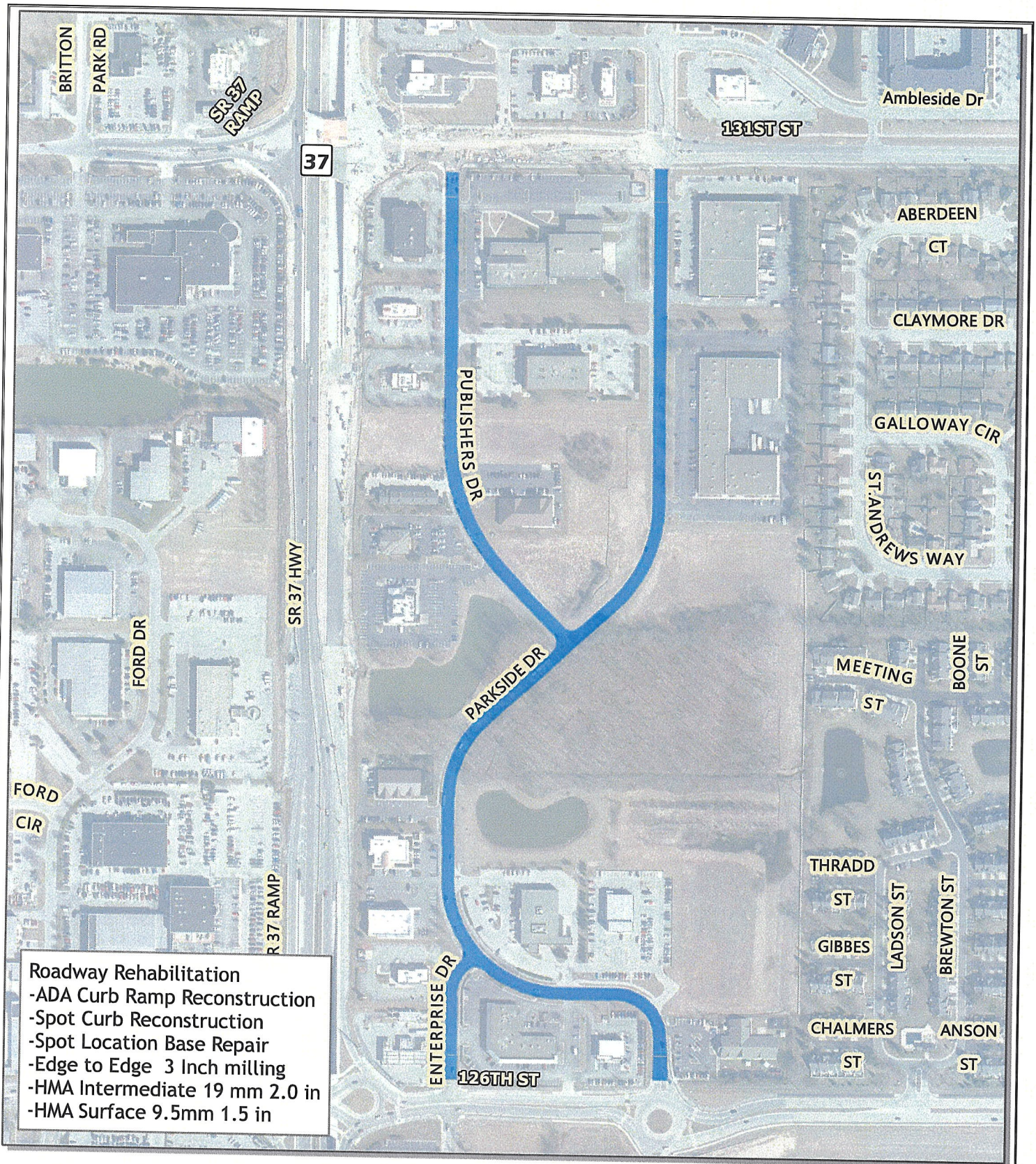
# Barrett East Exhibit A





## Exhibit B





**Roadway Rehabilitation**  
 -ADA Curb Ramp Reconstruction  
 -Spot Curb Reconstruction  
 -Spot Location Base Repair  
 -Edge to Edge 3 Inch milling  
 -HMA Intermediate 19 mm 2.0 in  
 -HMA Surface 9.5mm 1.5 in

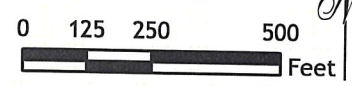
## Parkside Dr, Publishers Dr, and Enterprise Dr

### Legend

 Roadway Rehabilitation

Set 1 of 1

Exhibit





## Exhibit C

Parcel No.: 15-11-30-00-00-023.014

Cross Ref. No.:

### DEDICATION OF PUBLIC RIGHT-OF-WAY

Parkside Owners Association Inc., an Indiana corporation, owner of certain real property generally located at 0 Parkside Drive, Fishers, Indiana and identified by parcel No. 15-11-30-00-00-023.014 (Real Estate”), hereby dedicates and conveys the portion of the Real Estate specifically described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein to the City of Fishers, Hamilton County, Indiana, for use as public right-of-way.

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

IN WITNESS WHEREOF, the undersigned, as the authorized representative of Parkside Owners Association Inc. with full authority to do so executes this Dedication of Public Right-Of-Way this \_\_\_\_ day of \_\_\_\_\_, 2023.

**Parkside Owners Association, Inc.**

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

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

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



# Board Action Form

|                                                                                                                                                                                 |                                                                                                                                                                                                   |                                                             |                                                                                                                                           |                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>MEETING DATE</b>                                                                                                                                                             | August 22, 2023                                                                                                                                                                                   |                                                             |                                                                                                                                           |                                                             |
| <b>TITLE</b>                                                                                                                                                                    | Resolution Dedication And Transferring Real Property To The Fishers Town Hall Building Corporation                                                                                                |                                                             |                                                                                                                                           |                                                             |
| <b>SUBMITTED BY</b>                                                                                                                                                             | Name & Title: Jennifer Messer, Legal Counsel                                                                                                                                                      |                                                             |                                                                                                                                           |                                                             |
|                                                                                                                                                                                 | Department:                                                                                                                                                                                       |                                                             |                                                                                                                                           |                                                             |
| <b>MEETING TYPE</b>                                                                                                                                                             | <input type="checkbox"/> Work Session<br><input type="checkbox"/> Executive                                                                                                                       | <input checked="" type="checkbox"/> Regular                 | <input type="checkbox"/> Special                                                                                                          | <input type="checkbox"/> Retreat                            |
| <b>AGENDA CLASSIFICATION</b>                                                                                                                                                    | <input checked="" type="checkbox"/> Consent                                                                                                                                                       | <input type="checkbox"/> Ordinance                          | <input type="checkbox"/> Resolution                                                                                                       | <input type="checkbox"/> Regular                            |
| <b>ORDINANCE/RESOLUTION</b><br>(New ordinances or resolutions are assigned a new number)                                                                                        | <input checked="" type="checkbox"/> 1 <sup>st</sup> Reading                                                                                                                                       | <input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading | <input type="checkbox"/> Public Hearing                                                                                                   | <input checked="" type="checkbox"/> 3 <sup>rd</sup> Reading |
|                                                                                                                                                                                 | Ordinance #:                                                                                                                                                                                      |                                                             | Resolution #: R082223H                                                                                                                    |                                                             |
| <b>CONTRACTS</b><br>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> ) | <input type="checkbox"/> Contract <b>required</b> for this item                                                                                                                                   |                                                             | <input checked="" type="checkbox"/> Signed copy of contract attached                                                                      |                                                             |
|                                                                                                                                                                                 | <input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date                                                                                           |                                                             | <input type="checkbox"/> <b>No contract</b> for this item                                                                                 |                                                             |
|                                                                                                                                                                                 | <input type="checkbox"/> Contract <b>over</b> \$50,000<br><br>Please mark the box in the other column that pertains to this contract.                                                             |                                                             | <input checked="" type="checkbox"/> Services<br><br><input type="checkbox"/> Capital Outlay<br><br><input type="checkbox"/> Debt Services |                                                             |
| <b>HAMILTON COUNTY</b><br>(Some documents need recorded by the City Clerk)                                                                                                      | <input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office<br><br><input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office |                                                             | <input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office                              |                                                             |

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |                                                       |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------------|
| <b>APPROVALS/REVIEWS</b>                                                                    | <input type="checkbox"/> Assistant/Deputy Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       | <input type="checkbox"/> Controller's Office          |
|                                                                                             | <input checked="" type="checkbox"/> Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       | <input type="checkbox"/> Finance Committee            |
|                                                                                             | <input type="checkbox"/> Deputy Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       | <input type="checkbox"/> Technical Advisory Committee |
|                                                                                             | <input type="checkbox"/> Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       | <input type="checkbox"/> Other:                       |
|                                                                                             | <input checked="" type="checkbox"/> Legal Counsel –<br>Name of Reviewer: Jennifer C. Messer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |                                                       |
| <b>BACKGROUND</b><br>(Includes description, background, and justification)                  | <p>The City purchased land to construct Saxony Hall and acquired the right to operate Saxony Beach in 2014 pursuant to that certain August 12, 2014 Amended And Restated Agreement For Impact Fee Credit; Saxony Beach and Lake Easement; And Maintenance And Operation Of Saxony Beach by and among Saxony Office Park Association ("Saxony Agreement").</p> <p>The Saxony Agreement states that if the City ceases operation of Saxony Beach, Interstate is entitled to acquire Saxony Hall for a price determined by the average of two appraisals. The City decided to stop operating Saxony Beach after opening its Geist Park.</p> <p>Interstate stated that it desired to acquire Saxony Hall, and the City obtained two appraisals, the average of which is \$884,500.00.</p> <p>Now, the City desires to transfer Saxony Hall to the Fishers Town Hall Building Corporation so that it can be sold to Interstate pursuant to the Saxony Agreement.</p> |                       |                                                       |
| <b>BUDGETING AND FINANCIAL IMPACT</b><br>(Includes project costs and funding sources)       | Budgeted \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | none                  |                                                       |
|                                                                                             | Expenditure \$:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | none                  |                                                       |
|                                                                                             | Source of Funds:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | none                  |                                                       |
|                                                                                             | Additional Appropriation #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |                                                       |
|                                                                                             | Narrative:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |                                                       |
| <b>OPTIONS</b><br>(Include Deny Approval Option)                                            | 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Approve the Agreement |                                                       |
|                                                                                             | 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Reject the Agreement  |                                                       |
|                                                                                             | 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |                                                       |
|                                                                                             | 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |                                                       |
| <b>PROJECT TIMELINE</b>                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |                                                       |
| <b>STAFF RECOMMENDATION</b><br>(Board reserves the right to accept or deny recommendations) | Staff recommends approval of the agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                       |                                                       |
| <b>SUPPLEMENTAL INFORMATION</b><br>(List all attached documents)                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |                                                       |





**RESOLUTION NO. R082223H**

**RESOLUTION DEDICATING AND TRANSFERRING REAL PROPERTY TO THE  
FISHERS TOWN HALL BUILDING CORPORATION**

WHEREAS, in 2014, the City of Fishers, Hamilton County, Indiana purchased land to construct Saxony Hall and acquired the right to operate Saxony Beach pursuant to that certain August 12, 2014 Amended And Restated Agreement For Impact Fee Credit; Saxony Beach and Lake Easement; And Maintenance And Operation Of Saxony Beach by and among Saxony Office Park Association (“Saxony Agreement”);

WHEREAS, the Saxony Agreement states that if the City ceases operation of Saxony Beach, Interstate Holdings, LLC (“Interstate”) is entitled to acquire Saxony Hall for a price determined by the average of two appraisals;

WHEREAS, the City decided to stop operating Saxony Beach after opening its Geist Park, and Interstate stated that it desires to acquire Saxony Hall;

WHEREAS, the City obtained two appraisals, the average of which is \$884,500.00 (the “Purchase Price”);

WHEREAS, to satisfy the Saxony Agreement, the City desires to transfer and convey Saxony Hall to the Fishers Town Hall Building Corporation (the “FTHBC”) which will, ultimately, complete the requirements of the Saxony Agreement and sell Saxony Hall to Interstate for the Purchase Price;

WHEREAS, Saxony Hall shall be conveyed to the FTHBC pursuant to a quitclaim deed (the “Deed”).

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

- Section 1.**      The Board hereby approves the transfer and conveyance of Saxony Hall to the FTHBC.
- Section 2.**      The Mayor is authorized to execute the Deed and any other documents necessary to effectuate the intent of this Resolution.
- Section 3.**      This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 22<sup>nd</sup> day of August, 2023.

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

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

ATTEST:  DATE: 8/22/23  
Kari Adriano, Board Clerk