



CITY OF FISHERS AGENDA

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

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

BOARD/COMMISSION: Board of Public Works and Safety Meeting

DATE: 3/12/2024, at 9:00 AM

DIRECTIONS: [Fishers City Services Building](#)

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

- 1. Meeting Called to Order**
- 2. Announcements**
- 3. Presentations**
- 4. Consent Agenda**
 - a. Request to review the previous meeting memoranda: Meeting Minutes 2-27-24.
 - b. Request to approve the account payable register: Accounts Payable 3-12-24.
- 5. Resolution**
 - a. **R031224** – Request to approve Participating Agreement- Humana. Board Action Form | Resolution | Exhibit A
 - b. **R031224A** – Resolution to approve the 2024 Fishers Arts & Culture Commission Grants. Board Action Form | Resolution | Exhibit A

- c. **R031224B** – Resolution to approve a Professional Services Agreement with Fishers Arts Council. Board Action Form | Resolution | Exhibit A
- d. **R031224C** – Resolution to approve Certain Property as Surplus. Board Action Form | Resolution
- e. **R031224D** – Request to approve Purchase of Three 3500HD Flatbed Trucks. Board Action Form | Resolution | Exhibit A
- f. **R031224E** – Request to approve Purchase Replacement Turnout Gear and Fire Boots. Board Action Form | Resolution | Exhibit A
- g. **R031224F** – Request to approve Professional Services Agreement (Construction Consulting). Board Action Form. | Resolution | Exhibit A
- h. **R031224G** – Request to approve Sewer Variance for Conner Prairie Museum Expansion. Board Action Form | Resolution | Exhibit A
- i. **R031224H** – Request to approve Sewer Variance for Carrington Homes Office. Board Action Form | Resolution | Exhibit A
- j. **R031224I** – Request to approve resolution amending the City of Fishers Traffic Schedule. Board Action Form | Resolution | Exhibit A | Exhibit B
- k. **R031224J** – Request approval to Bid Award of 96th St Beautification Project. Board Action Form | Resolution | Exhibit A | Exhibit B
- l. **R031224K** – Request to approve Paperless Billing Policy. Board Action Form | Resolution | Exhibit A

6. Unfinished/New Business

7. Meeting Adjournment



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety

DATE: 02/27/2024

DIRECTIONS: [Fishers City Services Building](#)

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:45 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 and Scott Fadness were present.
- Staff present/Legal: Hatem Mekky, Brad Pease, Laura Gropp, Jordin Alexander, Jeremy Schmidt, Megan Baumgartner, Marissa Deckert, Jake Reardon McSoley, Tracy Gaynor, Lindsey Bennett, Luke Gannon, and Kari Adriano.
- Public Present: Larry Lannan and Katie England.
- Members of the public were able to submit comments to the Board via form submission. [Public Comment](#).

2. Announcements:

3. Presentations:

CONSENT AGENDA

4a. Request to review the previous meeting memoranda: [Meeting Minutes 2-15-24](#).

4b. Request to approve the account payable register: [Accounts Payable 2-27-24](#).

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

RESOLUTION

5. R022724 – Request to approve Untied Healthcare Participation Agreement.

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

- Laura Gropp, Deputy Director of Finance, Fishers Health Department, presented **R022724** to the board.
- Jason Meyer made a motion to approve **R022724**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

6. R022724A – Request to approve Proposed Request for Proposal Pursuant to Indiana Code §36-9-30-5.3.

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

- Jordin Alexander, Chief of Staff, presented **R022724A** to the board.
- Jason Meyer made a motion to approve **R022724A**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

7. R022724B – Request to approve Safe Streets for All (SS4A) Grant Award Agreement.

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

- Hatem Mekky, Engineering Director, presented **R022724B** to the board.
- Jason Meyer made a motion to approve **R022724B**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



8. R022724C – Request to approve Professional Services Agreement.

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

- Megan Baumgartner, Director of Economic & Community Development, presented **R022724C** to the board.
- Jason Meyer made a motion to approve **R022724C**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

9. R022724D – Request to approve special purchase with Associated Controls + Design.

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

- Tracy Gaynor, Director of IT, presented **R022724D** to the board.
- Jason Meyer made a motion to approve **R022724D**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

10. R022724E - Request to approve Professional Services Agreement (Jim Dunbar Architect).

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

- Marissa Deckert, Director of Parks & Recreation, presented **R022724E** to the board.
- Scott Fadness made a motion to approve **R022724E**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

11. R022724F – Request to approve Sponsor Agreement.

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

- Jake Reardon McSoley, Director of Recreation & Wellness, presented **R022724F** to the board.
- Jason Meyer made a motion to approve **R022724F**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

12. R022724G – Request to approve Construction Manager as Advisor Agreement.

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

- Luke Gannon, Assistant Chief of Police, presented **R22724G** to the board.
- Jason Meyer made a motion to approve **R22724G**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



CITY OF FISHERS AGENDA

REGULAR ITEMS

13. Unfinished/New Business:

14. Meeting Adjournment

- Jason Meyer made a motion to adjourn the meeting. Scott Fadness seconded the motion.
- There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- The meeting was adjourned at 9:12 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.

March 12, 2024

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF FISHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 79 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$2,993,365.66.

Dated this 12th day of March 2024.

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

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

		VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
70407	02/28/2024 EFT	3972	Parker Fence LLC3	85108 80279 20,000.00 10100000 43100	02/26/2024 22301039	22824EP Professional Services	20,000.00
			85113 80285 2,650.00 10100000 43100	02/26/2024 22301082	22824EP Professional Services		2,650.00
						CHECK 70407 TOTAL:	22,650.00
70408	02/28/2024 EFT	486	Signal Construction,	85115 4173 18,534.00 10100000 43100	02/15/2024 22301038	22824EP Professional Services	18,534.00
						CHECK 70408 TOTAL:	18,534.00
70409	02/28/2024 EFT	2039	Ultimate Technologie	85182 ARI001036 56,546.38 40106050 44400	02/16/2024 22400254	22824EP Improve't Other than Buildings	56,546.38
			85187 ARI001035 121,248.68 40106050 44400	02/16/2024 22400255	22824EP Improve't Other than Buildings		121,248.68
						CHECK 70409 TOTAL:	177,795.06
NUMBER OF CHECKS				3	*** CASH ACCOUNT TOTAL ***		218,979.06
TOTAL EFT'S				COUNT	AMOUNT		
				3	218,979.06		
						*** GRAND TOTAL ***	218,979.06

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
242	02/28/2024	EFT	3097 Southeastern Indiana	85110	0000054346	02/22/2024	22301356	22824H	815,711.58
				3,973.55	10101013 41400			Self-Funded Insurance	
				454.12	20109011 41400			Self-Funded Insurance	
				253.55	21205058 41400			Self-Funded Insurance	
				1,192.07	60601013 41400			Self-Funded Insurance	
				768.22	62601013 41400			Self-Funded Insurance	
				809,070.07	70400000 43100			Professional Services	
CHECK 242 TOTAL:									815,711.58
NUMBER OF CHECKS					1	*** CASH ACCOUNT TOTAL ***			815,711.58
TOTAL EFT'S						COUNT	AMOUNT		
						1	815,711.58		
*** GRAND TOTAL ***									815,711.58

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10108			FIB CIRDA Account							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET	
70223	02/26/2024	EFT	4113 City of Carmel	85103	READI_007	01/23/2024		22624RD	3,975.50	
						CHECK	70223	TOTAL:	3,975.50	
						NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	3,975.50	
						TOTAL EFT'S	COUNT	AMOUNT		
							1	3,975.50		
						*** GRAND TOTAL ***				3,975.50

A/P CASH DISBURSEMENTS JOURNAL Jan MetLife

CASH ACCOUNT: 99900000 10102				FIB Payroll Account					
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
1312024	03/01/2024	MANL	231 Metropolitan Life In	85385	01312024	03/01/2024		WIRE_001	33,096.22
				33,096.22	80600000 29008	Elective Benefits			
CHECK 1312024 TOTAL:									33,096.22
NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL ***									33,096.22
						COUNT	AMOUNT		
TOTAL MANUAL CHECKS						1	33,096.22		
*** GRAND TOTAL ***									33,096.22

A/P CASH DISBURSEMENTS JOURNAL

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

		VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
70410	03/01/2024	MANL	1574 Citizens Energy Grou	85221 7045787560 3,085.19 60609014 43500	02/20/2024 Utility Services	3124DD	3,085.19
						CHECK 70410 TOTAL:	3,085.19
70411	03/01/2024	MANL	1521 Indiana Gas Company	85194 0260060206155108969 32.35 21105058 43100	02/16/2024 Professional Services	3124DD	32.35
						CHECK 70411 TOTAL:	32.35
NUMBER OF CHECKS				2	*** CASH ACCOUNT TOTAL ***		3,117.54
TOTAL MANUAL CHECKS				COUNT	AMOUNT		
				2	3,117.54		
						*** GRAND TOTAL ***	3,117.54

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
70412	03/05/2024	EFT	700 AT&T Mobility	II, L 85330 124.96	287303132695x021924 E 21223003 .PROFSE. 27155058 43100 31.24 21205058 43100	02/11/2024		3524EP	156.20
								Professional Services Professional Services	
							CHECK	70412 TOTAL:	156.20
70413	03/05/2024	EFT	700 AT&T Mobility	II, L 85331 343.64 31.24 31.24	287299683950x021924 10106050 43100 21105058 43100 21205058 43100	02/11/2024	22400191	3524EP	406.12
								Professional Services Professional Services Professional Services	
							CHECK	70413 TOTAL:	406.12
70414	03/05/2024	EFT	700 AT&T Mobility	II, L 85332 2,964.84 37.50	287283895228x021524 10106050 43100 10106050 42200	02/07/2024	22400191	3524EP	3,002.34
								Professional Services Operating Supplies	
							CHECK	70414 TOTAL:	3,002.34
70415	03/05/2024	EFT	700 AT&T Mobility	II, L 85333 4,030.14	287286291889x021924 62606050 43100	02/11/2024	22400174	3524EP	4,030.14
								Professional Services	
							CHECK	70415 TOTAL:	4,030.14
70416	03/05/2024	EFT	700 AT&T Mobility	II, L 85334 6,237.90	287288211554x021924 10106050 43100	02/11/2024	22400191	3524EP	6,237.90
								Professional Services	
							CHECK	70416 TOTAL:	6,237.90
70417	03/05/2024	EFT	700 AT&T Mobility	II, L 85335 9,019.99	287301827393x021924 10106050 43100	02/11/2024	22400191	3524EP	9,019.99
								Professional Services	
							CHECK	70417 TOTAL:	9,019.99
70418	03/05/2024	EFT	700 AT&T Mobility	II, L 85336 79.73	287282926527x022024 10106050 43100	02/12/2024	22400191	3524EP	79.73
								Professional Services	
							CHECK	70418 TOTAL:	79.73
70419	03/05/2024	EFT	700 AT&T Mobility	II, L 85337 172.72	287282927199x022024 10106050 43100	02/12/2024	22400191	3524EP	172.72
								Professional Services	

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

								CHECK	70419	TOTAL:	172.72
70420	03/05/2024	EFT	700 AT&T Mobility	II, L	85338	287282745434x022024	02/12/2024 22400191 3524EP				201.96
					201.96	10106050 43100	Professional Services				
								CHECK	70420	TOTAL:	201.96
70421	03/05/2024	EFT	700 AT&T Mobility	II, L	85339	287282942898x022024	02/12/2024 22400191 3524EP				573.05
					219.95	10106050 43100	Professional Services				
					353.10	10106050 42200	Operating Supplies				
								CHECK	70421	TOTAL:	573.05
70422	03/05/2024	EFT	1574 Citizens Energy Grou		85423	2692830000	02/16/2024 22400009 3524EP				2,572.14
					2,572.14	62609014 43500	Utility Services				
								CHECK	70422	TOTAL:	2,572.14
70423	03/05/2024	EFT	1574 Citizens Energy Grou		85424	0919940000	02/16/2024 22400002 3524EP				228.84
					228.84	60609014 43500	Utility Services				
								CHECK	70423	TOTAL:	228.84
70424	03/05/2024	EFT	1574 Citizens Energy Grou		85427	4012520000	02/16/2024 22400002 3524EP				39.98
					39.98	60609014 43500	Utility Services				
								CHECK	70424	TOTAL:	39.98
70425	03/05/2024	EFT	1574 Citizens Energy Grou		85433	1651147128	02/19/2024 22400002 3524EP				28.70
					28.70	60609014 43500	Utility Services				
								CHECK	70425	TOTAL:	28.70
70426	03/05/2024	EFT	1574 Citizens Energy Grou		85437	6841968857	02/19/2024 22400002 3524EP				28.70
					28.70	60609014 43500	Utility Services				
								CHECK	70426	TOTAL:	28.70
70427	03/05/2024	EFT	1574 Citizens Energy Grou		85440	7946473576	02/19/2024 22400002 3524EP				39.98
					39.98	60609014 43500	Utility Services				
								CHECK	70427	TOTAL:	39.98

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

70428	03/05/2024	EFT	1574 Citizens Energy Group	85450 2,531.55	4753108926 60609014 43500	02/29/2024 22201345 3524EP Utility Services		2,531.55
						CHECK	70428 TOTAL:	2,531.55
70429	03/05/2024	EFT	1574 Citizens Energy Group	85456 100.00	7045787560 60609014 43500	02/20/2024 22400002 3524EP Utility Services		100.00
						CHECK	70429 TOTAL:	100.00
70430	03/05/2024	EFT	2753 Dominique Davis	85347 281.25	1059s1 E 21221005 .PROFSE. 27055058 43100	02/23/2024 22200539 3524EP Professional Services		281.25
						CHECK	70430 TOTAL:	281.25
70431	03/05/2024	EFT	2664 Exelon Corporation	85307 3.71	3975053 60609014 43500	02/29/2024 22301004 3524EP Utility Services		3.71
				85349 14,738.91	3975056 10109012 43100	02/29/2024 22300258 3524EP Professional Services		20,218.29
				5,479.38	60609014 43500	Utility Services		
						CHECK	70431 TOTAL:	20,222.00
70432	03/05/2024	EFT	2039 Ultimate Technologies	85229 9,687.96	ARI001055 10301011 43100	02/27/2024 22400250 3524EP Professional Services		9,687.96
						CHECK	70432 TOTAL:	9,687.96
70433	03/05/2024	EFT	654 Waste Mgmt of Indian	85220 832.16	0122630-4672-9 60609014 43100	02/28/2024 3524EP Professional Services		832.16
						CHECK	70433 TOTAL:	832.16

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 22 *** CASH ACCOUNT TOTAL *** 60,473.41

	COUNT	AMOUNT
TOTAL EFT'S	22	60,473.41

*** GRAND TOTAL *** 60,473.41

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

70434	03/05/2024	MANL	1521 Indiana Gas Company	85379	0260057493154555067	02/06/2024 22301005 3524DD	2,767.35
				1,187.15	60609014 43500	Utility Services	
				1,580.20	60609014 43500	Utility Services	

CHECK 70434 TOTAL: 2,767.35

70435	03/05/2024	MANL	1521 Indiana Gas Company	85380	0260057493159020964	02/12/2024 22400007 3524DD	49.63
				49.63	60609014 43500	Utility Services	

CHECK 70435 TOTAL: 49.63

70436	03/05/2024	MANL	1521 Indiana Gas Company	85381	0260057493158562158	02/22/2024 22400007 3524DD	18.23
				18.23	60609014 43500	Utility Services	

CHECK 70436 TOTAL: 18.23

70437	03/05/2024	MANL	1521 Indiana Gas Company	85382	0260057493155649320	02/16/2024 22400007 3524DD	17.98
				17.98	60609014 43500	Utility Services	

CHECK 70437 TOTAL: 17.98

70438	03/05/2024	MANL	1521 Indiana Gas Company	85383	0260057493158938235	02/22/2024 22400007 3524DD	17.98
				17.98	60609014 43500	Utility Services	

CHECK 70438 TOTAL: 17.98

70439	03/05/2024	MANL	1521 Indiana Gas Company	85384	0260057493159184911	02/20/2024 22400007 3524DD	48.77
				48.77	60609014 43500	Utility Services	

CHECK 70439 TOTAL: 48.77

NUMBER OF CHECKS 6 *** CASH ACCOUNT TOTAL *** 2,919.94

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	6	2,919.94

*** GRAND TOTAL *** 2,919.94

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10108				FIB CIRDA Account					
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
70434	03/05/2024	EFT	4186 Environmental Resour	85126	280922	02/01/2024		3524RD	67,381.45
						CHECK	70434	TOTAL:	67,381.45
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***		67,381.45
					TOTAL EFT'S	COUNT	AMOUNT		
						1	67,381.45		
						*** GRAND TOTAL ***			67,381.45

A/P CASH DISBURSEMENTS JOURNAL

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

		VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
70440	03/07/2024	MANL	364 Cinergy Corp	85693 165.50	910158950950 60609014 43500	02/19/2024 Utility Services	3724DD 165.50
				CHECK	70440	TOTAL:	165.50
70441	03/07/2024	MANL	364 Cinergy Corp	85692 12,341.59	930000025377 10109012 43100	02/27/2024 Professional Services	22400119 3724DD 12,341.59
				CHECK	70441	TOTAL:	12,341.59
70442	03/07/2024	MANL	364 Cinergy Corp	85696 2,482.55	910144299905 10109012 43100	03/01/2024 Professional Services	22400119 3724DD 2,482.55
				CHECK	70442	TOTAL:	2,482.55
70443	03/07/2024	MANL	364 Cinergy Corp	85699 222.99	910122992414 10109012 43100	02/22/2024 Professional Services	22400119 3724DD 222.99
				CHECK	70443	TOTAL:	222.99
70444	03/07/2024	MANL	364 Cinergy Corp	85701 279.15	910122920575 10109012 43100	02/19/2024 Professional Services	22400119 3724DD 279.15
				CHECK	70444	TOTAL:	279.15
70445	03/07/2024	MANL	364 Cinergy Corp	85704 7,391.24	910123073012 10109012 43100	02/16/2024 Professional Services	22400119 3724DD 7,391.24
				CHECK	70445	TOTAL:	7,391.24
70446	03/07/2024	MANL	364 Cinergy Corp	85705 5,869.18	910123020704 10109012 43100	02/16/2024 Professional Services	22400119 3724DD 5,869.18
				CHECK	70446	TOTAL:	5,869.18
70447	03/07/2024	MANL	364 Cinergy Corp	85706 2,618.10	910123018635 10109012 43100	02/16/2024 Professional Services	22400119 3724DD 2,618.10
				CHECK	70447	TOTAL:	2,618.10

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 8 *** CASH ACCOUNT TOTAL *** 31,370.30

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	8	31,370.30

*** GRAND TOTAL *** 31,370.30

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224H 03/07/2024
DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10103			FIB Health/Flex Account								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1315	Tx: Team Rehab Inc		0000		EFT	03/30/2024	1831		80528	85392	
ACCOUNT DETAIL							LINE AMOUNT				
1	70400000	43100	EHF	PROSERVICE			11,700.00				
								11,700.00			
							CHECK TOTAL	11,700.00			
1	INVOICES					WARRANT TOTAL	11,700.00	11,700.00			
							CASH ACCOUNT BALANCE	-6,246,831.10			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2299	539 Apparel LLC	0000		EFT	03/22/2024	1005892		80223	85052	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		96.00				
							96.00			
						CHECK TOTAL	96.00			
68	A&F Engineering Co LL	0000		EFT	04/05/2024	18329		80815	85702	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 43100		MVHEng	PROSERVICE		1,775.00				
							1,775.00			
						CHECK TOTAL	1,775.00			
68	A&F Engineering Co LL	0000	22400188	EFT	02/25/2024	18291		80844	85734	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20204010 44200		LRS - ENG	INFRSTR		12,435.00				
							12,435.00			
						CHECK TOTAL	12,435.00			
68	A&F Engineering Co LL	0000	22400188	EFT	03/24/2024	18303		80845	85735	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20204010 44200		LRS - ENG	INFRSTR		12,435.00				
							12,435.00			
						CHECK TOTAL	12,435.00			
316	AAA Exterminating Inc	0000		EFT	03/19/2024	621720		80559	85418	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		35.00				
							35.00			
316	AAA Exterminating Inc	0000		EFT	03/19/2024	621723		80561	85425	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		50.00				
							50.00			
316	AAA Exterminating Inc	0000		EFT	03/19/2024	621744		80564	85428	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00				
							40.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
316	AAA Exterminating Inc	0000		EFT	03/19/2024	621730		80565	85429		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		50.00					
							50.00				
316	AAA Exterminating Inc	0000		EFT	03/19/2024	621761		80566	85430		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000		EFT	03/19/2024	621769		80567	85431		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		30.00					
							30.00				
316	AAA Exterminating Inc	0000		EFT	03/19/2024	621758		80568	85432		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		65.00					
							65.00				
316	AAA Exterminating Inc	0000		EFT	03/19/2024	621766		80570	85434		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		45.00					
							45.00				
316	AAA Exterminating Inc	0000		EFT	03/19/2024	621771		80571	85435		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		50.00					
							50.00				
316	AAA Exterminating Inc	0000		EFT	03/20/2024	621908		80572	85436		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		95.00					
							95.00				
316	AAA Exterminating Inc	0000		EFT	03/20/2024	621861		80574	85438		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				
316	AAA Exterminating Inc	0000		EFT	03/20/2024	621870		80576	85439		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00					
							55.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
316	AAA Exterminating Inc	0000		EFT	03/20/2024	621879		80577	85441	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00	55.00			
316	AAA Exterminating Inc	0000		EFT	03/20/2024	621896		80578	85442	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00	55.00			
316	AAA Exterminating Inc	0000		EFT	03/20/2024	621890		80579	85443	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00	55.00			
316	AAA Exterminating Inc	0000		EFT	03/20/2024	621922		80580	85444	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		235.00	235.00			
316	AAA Exterminating Inc	0000		EFT	03/20/2024	621925		80581	85445	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		75.00	75.00			
316	AAA Exterminating Inc	0000		EFT	03/22/2024	622061		80582	85446	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		175.00	175.00			
316	AAA Exterminating Inc	0000		EFT	03/22/2024	621956		80583	85447	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00	55.00			
316	AAA Exterminating Inc	0000		EFT	03/22/2024	622086		80584	85448	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00	40.00			
316	AAA Exterminating Inc	0000		EFT	03/22/2024	622092		80585	85449	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		40.00	40.00			
CHECK TOTAL							1,410.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4467	Accurate Cutting Tech	0000		EFT	03/21/2024	67647		80345	85175	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		423.35				
							423.35			
						CHECK TOTAL	423.35			
2826	AHEAD Inc	0000		EFT	03/30/2024	BD0101037		80538	85402	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		14.24				
							14.24			
						CHECK TOTAL	14.24			
124	Airgas, Inc.	0000		EFT	03/20/2024	9147105114		80299	85129	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		55.46				
							55.46			
						CHECK TOTAL	55.46			
90	Amazon Web Services L	0000	22400175	EFT	04/01/2024	1609488445		80539	85403	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		4,562.28				
	2 60606050 43100		SewIT	PROSERVICE		570.29				
	3 62606050 43100		SWIT	PROSERVICE		570.29				
							5,702.86			
						CHECK TOTAL	5,702.86			
808	Amazon.com LLC	0000		EFT	03/11/2024	13HG-7H4D-DP9W		79739	84558	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		11.72				
	2 10108013 42200		GenInvstgt	OPERSUP		267.77				
	3 10108015 42200		GenPDSpprt	OPERSUP		139.27				
							418.76			
808	Amazon.com LLC	0000		EFT	03/01/2024	1Q9Y-XH9K-HN1C		79742	84563	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		62.53				
							62.53			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	03/18/2024	1QG3-CL66-HX47		80147	84974	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		386.00	386.00			
808	Amazon.com LLC	0000		EFT	03/22/2024	1CDF-61JW-7VKM		80168	84995	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 42200		GenPDAdmin	OPERSUP		36.55	36.55			
808	Amazon.com LLC	0000		EFT	03/18/2024	1VW3-VN6G-FJK9		80199	85027	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		149.50	149.50			
808	Amazon.com LLC	0000		EFT	03/21/2024	1CDF-61JW-3HFN		80206	85035	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		98.41	98.41			
808	Amazon.com LLC	0000		EFT	03/20/2024	1T9C-6LH4-MGM3		80212	85041	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		279.72	279.72			
808	Amazon.com LLC	0000		EFT	03/21/2024	19LL-KJWJ-4K3N		80215	85044	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFND	OPERSUP		22.79	22.79			
808	Amazon.com LLC	0000		EFT	03/22/2024	1PKW-QPHX-3LQJ		80230	85059	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		123.06				
	2 10108012 42200		GenPatrol	OPERSUP		21.99	145.05			
808	Amazon.com LLC	0000		EFT	03/12/2024	1QND-VRGT-GGGV		80275	85104	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		-72.99	-72.99			
808	Amazon.com LLC	0000		EFT	03/22/2024	1YJJ-KMT7-3XNY		80290	85120	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 42200		GRTSHD	OPERSUP		140.99	140.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	03/23/2024	1FJC-KHNT-9MTF		80291	85121	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFNDPERSUP			58.20	58.20			
808	Amazon.com LLC	0000		EFT	03/24/2024	1LPJ-JTVK-MYYM		80292	85122	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFNDPERSUP			-58.20	-58.20			
808	Amazon.com LLC	0000		EFT	03/26/2024	1MJG-HYTR-RF7R		80300	85130	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm OPERSUP			241.74	241.74			
808	Amazon.com LLC	0000		EFT	03/26/2024	1HP1-3WJD-RY4G		80327	85157	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol OPERSUP			9.99				
	2 10108011 42200		GenPDAdmin OPERSUP			28.77	38.76			
808	Amazon.com LLC	0000		EFT	03/26/2024	1FT4-PTD1-TG7W		80329	85159	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol OPERSUP			37.68				
	2 10108015 42200		GenPDSpprt OPERSUP			92.83	130.51			
808	Amazon.com LLC	0000		EFT	02/23/2024	1FNR-LMJK-D7YT		80334	85164	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks OPERSUP			571.85	571.85			
808	Amazon.com LLC	0000		EFT	02/26/2024	1FWL-MJ4V-41LG		80335	85165	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks OPERSUP			34.98	34.98			
808	Amazon.com LLC	0000		EFT	02/27/2024	1FWL-MJ4V-79L1		80336	85166	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks OPERSUP			40.06	40.06			
808	Amazon.com LLC	0000		EFT	02/23/2024	1G3T-KLQK-FW1P		80337	85167	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks OPERSUP			21.98	21.98			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	03/23/2024	1L36-VDJ9-7G4C		80338	85168		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		12.99	12.99				
808	Amazon.com LLC	0000		EFT	03/20/2024	1LJY-YVRN-TPRT		80339	85169		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		31.98	31.98				
808	Amazon.com LLC	0000		EFT	03/22/2024	1VVP-XYM9-6139		80340	85170		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		18.38	18.38				
808	Amazon.com LLC	0000		EFT	03/23/2024	1WQ1-JHQH-7N1K		80341	85171		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		221.48	221.48				
808	Amazon.com LLC	0000		EFT	02/23/2024	13CL-WJ76-GHFG		80342	85172		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		59.99	59.99				
808	Amazon.com LLC	0000		EFT	02/24/2024	14LV-3HGX-L969		80343	85173		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		252.80	252.80				
808	Amazon.com LLC	0000		EFT	02/27/2024	16GG-YXCR-4FJ9		80344	85174		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		930.34	930.34				
808	Amazon.com LLC	0000		EFT	03/28/2024	19HJ-JNRL-9KNP		80349	85180		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		50.43	50.43				
808	Amazon.com LLC	0000		EFT	03/28/2024	176X-HV61-G4W6		80375	85207		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFND	OPERSUP		53.86	53.86				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	03/28/2024	16TG-774W-7THG		80377	85209		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21105058 42200		MNCPLHDFNDPERSUP			58.20					
							58.20				
808	Amazon.com LLC	0000	22301350	EFT	03/21/2024	1YKL-K6W7-3Y63		80479	85340		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD OPERSUP			52.96					
							52.96				
808	Amazon.com LLC	0000	22301350	EFT	03/21/2024	1G3Y-FTLH-3D19		80480	85341		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD OPERSUP			347.88					
							347.88				
808	Amazon.com LLC	0000	22301350	EFT	03/21/2024	1FMH-QN7D-1GCJ		80481	85342		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD OPERSUP			12.04					
							12.04				
808	Amazon.com LLC	0000	22301350	EFT	03/12/2024	1KHC-HNWF-P391		80483	85344		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD OPERSUP			334.24					
							334.24				
808	Amazon.com LLC	0000	22301350	EFT	03/22/2024	1TRM-LVTF-3DCD		80484	85345		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD OPERSUP			369.63					
							369.63				
808	Amazon.com LLC	0000	22301350	EFT	03/26/2024	1LPJ-JTVK-W1W6		80485	85346		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD OPERSUP			444.29					
							444.29				
808	Amazon.com LLC	0000	22301350	EFT	03/28/2024	11NH-Y4YT-6PP9		80487	85348		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD OPERSUP			159.78					
							159.78				
808	Amazon.com LLC	0000		EFT	03/08/2024	116Q-9L7G-NKYN		80522	85386		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt OPERSUP			282.68					
							282.68				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	03/12/2024	1RL3-6VGQ-KKDH		80529	85393	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		153.97				
	2 10108013 42200		GenInvstgt	OPERSUP		144.97				
	3 10108015 42200		GenPDSpprt	OPERSUP		168.11				
							467.05			
808	Amazon.com LLC	0000		EFT	04/01/2024	1WYW-7MPW-N6T4		80587	85451	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		82.90				
							82.90			
808	Amazon.com LLC	0000		EFT	04/03/2024	1XNY-LJRL-V4VP		80588	85452	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		398.00				
							398.00			
808	Amazon.com LLC	0000		EFT	03/27/2024	17XX-T74M-1QKR		80589	85453	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 42200		GenExAff	OPERSUP		162.75				
							162.75			
808	Amazon.com LLC	0000		EFT	04/02/2024	17DR-VKNN-TGFQ		80598	85464	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		116.26				
							116.26			
808	Amazon.com LLC	0000		EFT	03/12/2024	1GKV-9KLX-KF74		80605	85471	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		175.04				
							175.04			
808	Amazon.com LLC	0000		EFT	03/30/2024	1QCQ-T4RX-3CHR		80606	85472	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		14.88				
							14.88			
808	Amazon.com LLC	0000		EFT	04/02/2024	163H-GXYG-QFLJ		80644	85517	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		153.00				
							153.00			
808	Amazon.com LLC	0000		EFT	03/16/2024	1T9C-6LH4-1DGT		80671	85545	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		154.48				
							154.48			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC		0000		EFT	03/16/2024	1G1M-MXM3-HQGG		80673	85547	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 42200		GenPDSpprt	OPERSUP		294.43				
	2	10108013 42200		GenInvstgt	OPERSUP		21.42				
	3	10108012 42200		GenPatrol	OPERSUP		57.56				
								373.41			
808	Amazon.com LLC		0000		EFT	04/03/2024	1NHR-X1GP-3GTH		80758	85646	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105013 42200		GenLogist	OPERSUP		39.94				
								39.94			
808	Amazon.com LLC		0000		EFT	04/04/2024	1VTP-FRPY-61V7		80769	85658	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 42200		GenPDSpprt	OPERSUP		-5.99				
								-5.99			
808	Amazon.com LLC		0000		EFT	03/23/2024	1H3C-XQJQ-F1DT		80779	85668	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101017 42200		GenFndCS	OPERSUP		269.85				
								269.85			
808	Amazon.com LLC		0000		EFT	03/24/2024	1FQF-GPPK-H7FX		80781	85670	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101016 42200		GenPR	OPERSUP		128.22				
								128.22			
808	Amazon.com LLC		0000		EFT	03/27/2024	16HG-R7QH-1THJ		80786	85675	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101017 42200		GenFndCS	OPERSUP		34.66				
								34.66			
808	Amazon.com LLC		0000	22301350	EFT	04/02/2024	1WYW-7MPW-QJ43		80837	85726	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	21205058 42200		CHD	OPERSUP		15.99				
								15.99			
808	Amazon.com LLC		0000		EFT	04/05/2024	1HDT-41WM-D3LX		80847	85737	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105011 42200		GenFireAdm	OPERSUP		30.44				
								30.44			
							CHECK TOTAL	9,052.02			

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

WARRANT: 31224 03/07/2024

DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22201233	EFT	03/24/2024	1FJC-KHNT-KXNQ		80555	85420	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		30.05				
	2 62604010 42200		SWEng	OPERSUP		53.84				
							83.89			
						CHECK TOTAL	83.89			
808	Amazon.com LLC	0000	22201233	EFT	03/22/2024	1QTR-3RC4-4GDG		80556	85421	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		3.22				
	2 62604010 42200		SWEng	OPERSUP		5.77				
							8.99			
						CHECK TOTAL	8.99			
808	Amazon.com LLC	0000	22201233	EFT	03/30/2024	1GPX-G6YF-9DCY		80613	85481	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		12.70				
	2 62604010 42200		SWEng	OPERSUP		22.76				
							35.46			
						CHECK TOTAL	35.46			
808	Amazon.com LLC	0000	22201233	EFT	03/31/2024	1NKM-CRPP-J394		80614	85482	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP		5.37				
	2 62604010 42200		SWEng	OPERSUP		9.61				
							14.98			
						CHECK TOTAL	14.98			
468	American Pump Repair	0000	22301364	EFT	04/04/2024	79029		80821	85710	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		35,381.00				
							35,381.00			
468	American Pump Repair	0000	22301364	EFT	04/04/2024	79031		80822	85711	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		36,720.00				
							36,720.00			
						CHECK TOTAL	72,101.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2468	Andrew R Mork	0000	22400197	EFT	01/20/2024	1966		80784	85673	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		1,500.00				
							1,500.00			
2468	Andrew R Mork	0000	22400197	EFT	03/27/2024	1984		80785	85674	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		1,500.00				
							1,500.00			
2468	Andrew R Mork	0000	22400197	EFT	03/31/2024	1990		80787	85676	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		4,500.00				
							4,500.00			
						CHECK TOTAL	7,500.00			
243	Apparatus Service Co	0000		EFT	03/24/2024	50842		80405	85240	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP			982.00				
							982.00			
						CHECK TOTAL	982.00			
3153	Ashley Heckly	0000		INV	03/20/2024	80224		80224	85053	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 43200		GenExAff	COMMTRANS		324.50				
							324.50			
						CHECK TOTAL	324.50			
1069	Association of Law En	0000		EFT	03/15/2024	24-045		80250	85079	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43100		GenInvstgt	PROSERVICE		595.00				
							595.00			
						CHECK TOTAL	595.00			
566	Axon Enterprise Inc	0000	22400241	EFT	02/01/2024	INUS215761		80596	85462	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE		459,769.15				
							459,769.15			
						CHECK TOTAL	459,769.15			

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WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
670	Bardach Awards, Inc.	0000		EFT	03/31/2024	328925		80788	85677		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 42200		GenMayorOf	OPERSUP		40.45					
							40.45				
						CHECK TOTAL	40.45				
584	BBC Pump & Equipment	0000	22201297	EFT	03/23/2024	30084650		80454	85293		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		2,932.60					
	2 60609014 42200		SewPWWater	OPERSUP		1,226.60					
	3 60609014 43100		SewPWWater	PROSERVICE		630.00					
							4,789.20				
						CHECK TOTAL	4,789.20				
2460	Beaver Gravel Corpora	0000		EFT	03/10/2024	G1392021		80266	85095		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		340.00					
							340.00				
2460	Beaver Gravel Corpora	0000		EFT	03/13/2024	G1392129		80267	85096		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		170.00					
							170.00				
2460	Beaver Gravel Corpora	0000		EFT	03/16/2024	G1392327		80389	85223		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		340.00					
							340.00				
2460	Beaver Gravel Corpora	0000		EFT	03/28/2024	G1392923		80400	85234		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		340.00					
							340.00				
2460	Beaver Gravel Corpora	0000		EFT	03/23/2024	G1392691		80401	85235		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		170.00					
							170.00				
2460	Beaver Gravel Corpora	0000		EFT	03/14/2024	G1392194		80402	85236		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		340.00					
							340.00				

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WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2460	Beaver Gravel Corpora	0000		EFT	01/26/2024	G1389453		80403	85238		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		160.00					
							160.00				
2460	Beaver Gravel Corpora	0000	22400204	EFT	03/13/2024	G1392100		80656	85529		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		2,250.00					
							2,250.00				
2460	Beaver Gravel Corpora	0000		EFT	03/14/2024	G1392184		80669	85543		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		750.00					
							750.00				
2460	Beaver Gravel Corpora	0000		EFT	03/14/2024	G1392176		80670	85544		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		750.00					
							750.00				
2460	Beaver Gravel Corpora	0000		EFT	03/16/2024	G1392343		80676	85550		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		2,000.00					
							2,000.00				
						CHECK TOTAL	7,610.00				
615	Beaver Research Compa	0000		EFT	02/10/2024	0366466-IN		80764	85652		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		395.07					
							395.07				
						CHECK TOTAL	395.07				
4313	Becky Wassermann	0000		EFT	03/21/2024	4		80213	85042		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		1,250.00					
							1,250.00				
						CHECK TOTAL	1,250.00				
592	Bernath LLC	0000		EFT	03/28/2024	57413-0001		80720	85596		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20206191 42200		LRSICSRTS	OPERSUP		106.19					
							106.19				

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Detail Invoice List

WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	106.19			
621	Best Way of Indiana I	0000	22301153	EFT	03/25/2024	002794		80770	85659	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43151		SWPWWater SLUDGE				1,000.83			
								1,000.83		
621	Best Way of Indiana I	0000	22300167	EFT	03/25/2024	002785		80771	85660	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43151		SewPWWaterSLUDGE				57,292.25			
								57,292.25		
						CHECK TOTAL	58,293.08			
786	Bicycle Garage of Ind	0000		EFT	02/04/2024	41432		80293	85123	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSpprt PROSERVICE				199.00			
								199.00		
						CHECK TOTAL	199.00			
540	Bio Chem, Incorporate	0000	22301370	EFT	03/25/2024	25109		80512	85375	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				6,119.89			
	2 60609014 42200		SewPWWaterOPERSUP				13,482.51			
								19,602.40		
						CHECK TOTAL	19,602.40			
2465	Blue Grass Farms Inc	0000		EFT	03/16/2024	181989		80235	85064	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP				1,873.00			
								1,873.00		
						CHECK TOTAL	1,873.00			
373	Bound Tree Medical, L	0000		EFT	03/17/2024	85252468		80282	85111	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS OPERSUP				1,370.58			
								1,370.58		
373	Bound Tree Medical, L	0000		EFT	03/17/2024	85252469		80283	85112	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS OPERSUP				1,382.27			

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WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
373	Bound Tree Medical, L	0000		EFT	03/20/2024	85253699	1,382.27	80284	85114		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP			239.59				
							239.59				
373	Bound Tree Medical, L	0000		EFT	03/22/2024	85256653		80301	85131		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP			124.45				
							124.45				
373	Bound Tree Medical, L	0000		EFT	03/22/2024	85259378		80590	85454		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP			1,227.96				
							1,227.96				
373	Bound Tree Medical, L	0000		EFT	03/26/2024	85262285		80591	85455		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP			252.14				
							252.14				
373	Bound Tree Medical, L	0000		EFT	03/29/2024	85263862		80742	85620		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP			1,880.71				
							1,880.71				
						CHECK TOTAL	6,477.70				
1507	Lisa Bradford	0000		INV	03/12/2024	111023PDPCBox		80385	85219		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP			150.00				
							150.00				
						CHECK TOTAL	150.00				
3868	Brittany Cheviron	0000		INV	03/12/2024	22124		80330	85160		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43200		CHD	COMMTRANS			31.49				
							31.49				
						CHECK TOTAL	31.49				
4510	BROWN, MARTI	0000		INV	03/12/2024	80326		80326	85156		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES			397.56				

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WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							397.56			
						CHECK TOTAL	397.56			
706	Brownells Inc	0000		EFT	02/19/2024	2024410920143		80126	84953	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			533.81			
							533.81			
706	Brownells Inc	0000		EFT	02/16/2024	2024410918625		80129	84956	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			26.60			
							26.60			
706	Brownells Inc	0000		EFT	01/15/2024	2023410839278		80139	84966	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			359.53			
							359.53			
						CHECK TOTAL	919.94			
567	Buckeye Power Sales C	0000	22301374	EFT	03/23/2024	PSV361939		80441	85280	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				250.00			
							250.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/23/2024	PSV361940		80442	85281	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				170.00			
							170.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/23/2024	PSV361941		80443	85282	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				210.00			
							210.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/23/2024	PSV361942		80444	85283	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				450.00			
							450.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/24/2024	PSV362098		80445	85284	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				170.00			
							170.00			

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WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
567	Buckeye Power Sales C	0000	22301374	EFT	03/24/2024	PSV362099		80446	85285	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			190.00				
							190.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/24/2024	PSV362100		80447	85287	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/24/2024	PSV362101		80449	85288	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			250.00				
							250.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/24/2024	PSV362102		80450	85289	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			330.00				
							330.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/28/2024	PSV362459		80451	85290	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			150.00				
							150.00			
567	Buckeye Power Sales C	0000	22301374	EFT	03/28/2024	PSV362460		80452	85291	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			190.00				
							190.00			
						CHECK TOTAL	2,560.00			
737	Butler, Fairman & Seu	0000	22301340	EFT	03/19/2024	103312		80791	85681	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 37804010 44920		SR37PRJENGCAPEXP			2,142.82				
							2,142.82			
						CHECK TOTAL	2,142.82			
737	Butler, Fairman & Seu	0000	22300173	EFT	02/28/2024	103095		80840	85730	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27074010 44200		PIFENG	INFRSTR		3,837.25				
	2 27074010 44200		PIFENG	INFRSTR		2,500.00				
	3 27074010 44200		PIFENG	INFRSTR		6,365.25				
							12,702.50			

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WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	12,702.50			
737	Butler, Fairman & Seu	0000	22301314	EFT	02/28/2024	103100		80841	85731	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27074010 44200		PIFENG	INFRSTR		21,600.00				
							21,600.00			
						CHECK TOTAL	21,600.00			
737	Butler, Fairman & Seu	0000	22301315	EFT	03/29/2024	103455		80842	85732	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27074010 44200		PIFENG	INFRSTR		2,499.31				
							2,499.31			
						CHECK TOTAL	2,499.31			
737	Butler, Fairman & Seu	0000	22301338	EFT	03/29/2024	103456		80843	85733	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27074010 44200		PIFENG	INFRSTR		42,352.25				
	2 27074010 44200		PIFENG	INFRSTR		9,327.50				
	3 27074010 44200		PIFENG	INFRSTR		4,635.25				
							56,315.00			
						CHECK TOTAL	56,315.00			
2441	BW Construction LLC	0000		EFT	03/30/2024	20230712		80427	85263	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 44391011 43100		ECNDEVMY	PROSERVICE		18,518.00				
							18,518.00			
						CHECK TOTAL	18,518.00			
3686	Carmel Glass & Mirror	0000		EFT	03/21/2024	0224-31		80440	85279	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		79.20				
							79.20			
						CHECK TOTAL	79.20			
3854	Carmel Trucking LLC	0000		EFT	12/14/2023	23-1235		80176	85003	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		1,125.00				
							1,125.00			

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WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3854	Carmel Trucking LLC	0000		EFT	12/15/2023	23-1236		80179	85006		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		1,000.00					
							1,000.00				
3854	Carmel Trucking LLC	0000		EFT	02/07/2024	23-1243		80366	85197		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		3,600.00					
							3,600.00				
3854	Carmel Trucking LLC	0000		EFT	02/10/2024	23-1241		80367	85198		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		812.50					
							812.50				
3854	Carmel Trucking LLC	0000		EFT	02/07/2024	23-1240		80371	85203		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		3,050.00					
							3,050.00				
3854	Carmel Trucking LLC	0000		EFT	02/24/2024	23-1242		80715	85590		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 43100		LRSPWSTRT	PROSERVICE		625.00					
							625.00				
3854	Carmel Trucking LLC	0000		EFT	03/07/2024	23-1244		80755	85642		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		1,062.50					
							1,062.50				
						CHECK TOTAL	11,275.00				
703	CDW Government, Inc.	0000	22300866	EFT	03/28/2024	PV73648		80530	85394		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		191.58					
							191.58				
703	CDW Government, Inc.	0000	22300866	EFT	03/10/2024	PN50653		80531	85395		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		355.63					
	2 10106050 42200		GenIT	OPERSUP		2,149.01					
							2,504.64				
703	CDW Government, Inc.	0000	22400234	EFT	03/09/2024	PM96741		80532	85396		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		9,712.36					

Report generated: 03/07/2024 13:09:27
User: Carrie Clark (clarkc)
Program ID: apwarrnt

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WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
703	CDW Government, Inc.	0000	22400234	EFT	03/13/2024	PP02957	9,712.36	80534	85398	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			1,731.02			
703	CDW Government, Inc.	0000	22300866	EFT	03/27/2024	PV14964	1,731.02	80535	85399	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			191.58			
	2 10106050 42200		GenIT	OPERSUP			4,402.38			
703	CDW Government, Inc.	0000	22400234	EFT	03/27/2024	PT99327	4,593.96	80536	85400	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			1,873.21			
703	CDW Government, Inc.	0000	22400234	EFT	03/30/2024	PW79663	1,873.21	80537	85401	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			2,717.19			
						CHECK TOTAL	2,717.19			
							23,323.96			
4489	CHINTALACHARUVU, SUBB	0000		INV	03/12/2024	80305		80305	85135	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62600000 34900		SW	USERFEES			70.32			
						CHECK TOTAL	70.32			
							70.32			
4495	Chris Jordan	0000		INV	03/12/2024	80311		80311	85141	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES			169.72			
						CHECK TOTAL	169.72			
							169.72			
691	Christopher B Burke E	0000	22300637	EFT	04/03/2024	33028		80632	85502	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE			2,695.00			
						CHECK TOTAL	2,695.00			
							2,695.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
691	Christopher B Burke E	0000	22301157	EFT	03/29/2024	33010		80852	85742	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTENGP	PROSERVICE		7,397.50				
							7,397.50			
						CHECK TOTAL	7,397.50			
691	Christopher B Burke E	0000	22301157	EFT	03/29/2024	33009		80853	85743	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTENGP	PROSERVICE		112.50				
	2 60854010 43100		SWRCPTENGP	PROSERVICE		1,207.50				
							1,320.00			
						CHECK TOTAL	1,320.00			
691	Christopher B Burke E	0000	22400218	EFT	03/29/2024	33008		80854	85744	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTENGP	PROSERVICE		495.00				
							495.00			
						CHECK TOTAL	495.00			
714	Cintas Corporation No	0000		EFT	03/20/2024	5198498871		80197	85025	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		77.78				
							77.78			
714	Cintas Corporation No	0000		EFT	03/23/2024	4184366465		80332	85162	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		104.36				
							104.36			
714	Cintas Corporation No	0000		EFT	01/07/2024	5187459640		80359	85190	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		122.47				
							122.47			
714	Cintas Corporation No	0000		EFT	03/22/2024	5198677284		80361	85192	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		94.63				
							94.63			
714	Cintas Corporation No	0000		EFT	03/23/2024	4184366609		80370	85202	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		235.52				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	03/10/2024	4184811141	235.52	80602	85468	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE			55.55			
714	Cintas Corporation No	0000	22300416	EFT	03/16/2024	4183648094	55.55	80686	85561	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			91.21			
714	Cintas Corporation No	0000	22300416	EFT	03/23/2024	4184366467	91.21	80691	85566	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			91.21			
714	Cintas Corporation No	0000	22300416	EFT	03/09/2024	4182928459	91.21	80693	85568	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			90.31			
714	Cintas Corporation No	0000		EFT	03/27/2024	5199566015	90.31	80694	85569	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNDPERSUP				48.86			
714	Cintas Corporation No	0000		EFT	04/01/2024	4185086115	48.86	80750	85637	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE			122.32			
714	Cintas Corporation No	0000		EFT	04/05/2024	5200661729	122.32	80768	85656	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP			88.45			
						CHECK TOTAL	88.45			
							1,222.67			
2708	Circle City Cleaners	0000		EFT	03/01/2024	119688		80649	85522	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE			487.50			
						CHECK TOTAL	487.50			
							487.50			

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Detail Invoice List

WARRANT: 31224 03/07/2024
DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2791	Co-Alliance Cooperati	0000	22400249	EFT	03/25/2024	506009482		80468	85308		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42221		GenFleet	FUEL		15,869.42					
	2 20106010 42221		MVHFleet	FUEL		1,569.85					
	3 60606010 42221		SewFleet	FUEL		1,251.88					
	4 62606010 42221		SWFleet	FUEL		486.81					
							19,177.96				
2791	Co-Alliance Cooperati	0000	22301256	EFT	03/25/2024	566016659		80508	85370		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		2,689.50					
							2,689.50				
2791	Co-Alliance Cooperati	0000	22301256	EFT	03/25/2024	566016686		80509	85371		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		1,390.41					
							1,390.41				
2791	Co-Alliance Cooperati	0000	22301256	EFT	03/25/2024	566016867		80510	85373		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 42221		MVHFleet	FUEL		1,147.23					
							1,147.23				
2791	Co-Alliance Cooperati	0000	22400272	EFT	03/25/2024	506009499		80716	85593		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42221		GenFleet	FUEL		17,047.76					
	2 20106010 42221		MVHFleet	FUEL		2,016.20					
	3 60606010 42221		SewFleet	FUEL		729.90					
	4 62606010 42221		SWFleet	FUEL		279.81					
							20,073.67				
						CHECK TOTAL	44,478.77				
750	Commission on Accredi	0000		EFT	12/16/2023	INV42189		80369	85200		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		1,544.40					
							1,544.40				
						CHECK TOTAL	1,544.40				
3567	CredibleMind Inc.	0000	22400274	EFT	02/17/2024	1238		80702	85577		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21201012 43100		HDFBSG	PROSERVICE		15,000.00					
							15,000.00				

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

WARRANT: 31224 03/07/2024

DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	15,000.00			
811	Current Publishing LL	0000	22300085	EFT	04/29/2024	75268		80804	85691	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER		1,976.00				
							1,976.00			
						CHECK TOTAL	1,976.00			
3245	Desmon Saxton	0000	22400261	EFT	03/20/2024	03022024		80675	85549	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		400.00				
							400.00			
						CHECK TOTAL	400.00			
952	Dive Rescue Internati	0000		EFT	03/14/2024	INV194871		79863	84685	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSpprt	PROSERVICE		1,035.00				
							1,035.00			
						CHECK TOTAL	1,035.00			
4490	Donald Friend	0000		INV	03/12/2024	80306		80306	85136	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		79.58				
							79.58			
						CHECK TOTAL	79.58			
1018	Donley & Associates I	0000	22301040	EFT	03/28/2024	67109		80601	85467	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		10,927.55				
							10,927.55			
						CHECK TOTAL	10,927.55			
4493	DUGAN, NANCY J	0000		INV	03/12/2024	80309		80309	85139	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		31.00				
							31.00			
						CHECK TOTAL	31.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1898	Duo Security Inc		0000	22400236	EFT	03/24/2024	INV26338439		80540	85404	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43100		GenIT	PROSERVICE		25,077.60				
	2	60606050 43100		SewIT	PROSERVICE		2,332.80				
	3	62606050 43100		SWIT	PROSERVICE		1,749.60				
								29,160.00			
							CHECK TOTAL	29,160.00			
3636	Eckart LLC		0000		EFT	03/25/2024	S100981587.001		80433	85272	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	PERSUP		53.31				
								53.31			
							CHECK TOTAL	53.31			
4498	Eddie Smith		0000		INV	03/12/2024	80314		80314	85144	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES		198.95				
								198.95			
							CHECK TOTAL	198.95			
1186	Elwood Fire Equipment		0000		EFT	03/06/2024	71965		80271	85100	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106010 43100		GenFleet	PROSERVICE		1,031.40				
								1,031.40			
1186	Elwood Fire Equipment		0000		EFT	03/08/2024	73182		80527	85391	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 43100		GenPDSprt	PROSERVICE		922.70				
								922.70			
							CHECK TOTAL	1,954.10			
3280	EMBR Designs LLC		0000		EFT	01/20/2024	0000192		80789	85678	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101016 43100		GenPR	PROSERVICE		500.00				
								500.00			
3280	EMBR Designs LLC		0000		EFT	03/29/2024	0000205		80790	85679	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101016 43100		GenPR	PROSERVICE		500.00				
								500.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,000.00			
387	EMP Technology Group	0000	22400243	EFT	03/28/2024	PS-INV-40074		80464	85304	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		8,990.00				
							8,990.00			
						CHECK TOTAL	8,990.00			
1028	Environmental Laborat	0000		EFT	03/01/2024	20393153		80237	85066	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		105.00				
							105.00			
						CHECK TOTAL	105.00			
4480	Eric S Willett	0000		EFT	02/26/2024	1013		80214	85043	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		850.00				
							850.00			
						CHECK TOTAL	850.00			
1182	Fineline Graphics Inc	0000		EFT	03/29/2024	152671		80805	85694	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER		460.00				
							460.00			
						CHECK TOTAL	460.00			
3088	FlashParking Inc	0000		EFT	04/01/2024	INV988653		80549	85413	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		568.90				
							568.90			
						CHECK TOTAL	568.90			
1193	Fluid Waste Services,	0000	22400258	EFT	03/16/2024	62316		80437	85276	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		3,070.00				
							3,070.00			
						CHECK TOTAL	3,070.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1196	Frey Water Conditioni	0000		EFT	03/07/2024	104275706		80260	85089		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		49.95					
							49.95				
1196	Frey Water Conditioni	0000		EFT	03/07/2024	104275691		80261	85090		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		25.98					
							25.98				
1196	Frey Water Conditioni	0000		EFT	03/07/2024	104277082		80262	85091		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		57.94					
							57.94				
1196	Frey Water Conditioni	0000		EFT	03/07/2024	104277850		80264	85093		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		81.91					
							81.91				
1196	Frey Water Conditioni	0000		EFT	03/12/2024	104682239		80373	85205		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		144.55					
							144.55				
							360.33				
1196	Frey Water Conditioni	0000		EFT	02/08/2024	104275969		80554	85419		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20104010 42200		MVHEng	OPERSUP		41.75					
							41.75				
							41.75				
4522	Great Lakes Water & S	0000		EFT	03/30/2024	1462		80795	85684		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		895.58					
							895.58				
							895.58				
686	Green Stone LLC	0000		EFT	03/31/2024	19572		80639			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSR	TS OPERSUP		56.35					
							56.35				

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Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
686	Green Stone LLC	0000		EFT	03/29/2024	19555		80640	85511		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			128.38					
							128.38				
686	Green Stone LLC	0000		EFT	03/30/2024	19563		80641	85512		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			408.66					
							408.66				
						CHECK TOTAL	593.39				
4491	GREENWOOD, ANTHONY	0000		INV	03/12/2024	80307		80307	85137		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900	Sew	USERFEES			31.00					
							31.00				
						CHECK TOTAL	31.00				
4301	GuidePoint Security L	0000	22400142	EFT	03/27/2024	INV078494		80541	85405		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100	GenIT	PROSERVICE			4,716.89					
							4,716.89				
						CHECK TOTAL	4,716.89				
1434	H&H Industries, Inc	0000		EFT	03/08/2024	845358		80238	85068		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200	GFICBLDGMN	OPERSUP			479.00					
							479.00				
						CHECK TOTAL	479.00				
1496	Hageman Investments,	0000	22400280	EFT	03/29/2024	2024A		80723	85600		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100	GenPWBuild	PROSERVICE			2,100.66					
							2,100.66				
						CHECK TOTAL	2,100.66				
1417	Hamilton County Recor	0000		INV	03/12/2024	liens3724P		80839	85729		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60601013 43100	SewContr	PROSERVICE			75.00					
							75.00				

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WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	75.00			
1446	Hamilton County Treas	0000		INV	03/31/2024	224Deferral		80642	85515	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27021011 43100		DEFMAYOR	PROSERVICE		375.00				
							375.00			
						CHECK TOTAL	375.00			
1431	Hamilton Southeastern	0000	22400271	EFT	04/03/2024	2292024		80735	85612	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42221		GenFleet	FUEL		7,461.55				
	2 20106010 42221		MVHFleet	FUEL		3,563.48				
	3 60606010 42221		SewFleet	FUEL		612.80				
	4 62606010 42200		SWFleet	OPERSUP		748.85				
							12,386.68			
						CHECK TOTAL	12,386.68			
2053	Rodney V Hartley	0000		EFT	03/17/2024	3041		80287	85116	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		18,970.00				
							18,970.00			
						CHECK TOTAL	18,970.00			
3718	HD Supply Inc	0000	22301286	EFT	03/24/2024	INV00286112		80456	85296	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		219.55				
							219.55			
3718	HD Supply Inc	0000	22301286	EFT	03/13/2024	INV00274417		80458	85298	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		259.29				
							259.29			
3718	HD Supply Inc	0000	22301286	EFT	03/13/2024	INV00274540		80459	85299	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		260.51				
							260.51			
3718	HD Supply Inc	0000	22301286	EFT	03/21/2024	INV00281975		80460	85300	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		984.92				

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Detail Invoice List

WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3718	HD Supply Inc	0000	22301286	EFT	03/21/2024	INV00282449	984.92	80461	85301		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			194.23					
							194.23				
3718	HD Supply Inc	0000	22301286	EFT	03/21/2024	INV00282523		80462	85302		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			206.44					
							206.44				
3718	HD Supply Inc	0000	22301286	EFT	03/31/2024	INV00293371		80628	85497		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			194.23					
							194.23				
3718	HD Supply Inc	0000	22301286	EFT	04/04/2024	INV00294617		80796	85685		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			901.17					
							901.17				
						CHECK TOTAL	3,220.34				
1217	Arthur Hennig	0000		INV	03/28/2024	2		80747	85630		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt PROSERVICE			750.00					
							750.00				
						CHECK TOTAL	750.00				
844	Heritage Crystal Clea	0000		EFT	03/24/2024	18527726		80374	85206		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			1,490.00					
							1,490.00				
844	Heritage Crystal Clea	0000		EFT	03/16/2024	18511345		80379	85211		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild PROSERVICE			547.96					
							547.96				
						CHECK TOTAL	2,037.96				
3303	Holsapple Communicati	0000	22400193	EFT	03/31/2024	2021		80820	85709		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43100		GenPR PROSERVICE			3,000.00					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							3,000.00			
						CHECK TOTAL	3,000.00			
350	Honeywell Analytics I	0000		EFT	03/20/2024	5266071568		80759	85647	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105014 43100		GenSpecOps	PROSERVICE		1,155.00				
							1,155.00			
						CHECK TOTAL	1,155.00			
1412	Hoosier Fire Equipmen	0000	22301225	EFT	03/07/2024	118854		80727	85604	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		480.02				
	2 10105015 42231		GenSafeTr	UNIFORMS		7,093.63				
							7,573.65			
						CHECK TOTAL	7,573.65			
708	Hoosier Portable Rest	0000		EFT	03/13/2024	68190		80270	85099	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		480.00				
							480.00			
						CHECK TOTAL	480.00			
2904	Hosia D Smith Sr	0000		EFT	08/01/2023	21788		80063	84886	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,360.00				
							1,360.00			
						CHECK TOTAL	1,360.00			
147	Hydronic & Steam Equi	0000		EFT	03/30/2024	622077		80718	85595	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		241.51				
							241.51			
						CHECK TOTAL	241.51			
1791	IDN H Hoffman, Inc	0000		EFT	03/12/2024	10395158-00		80622	85491	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		1,615.47				
							1,615.47			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1791	IDN H Hoffman, Inc		0000		EFT	03/12/2024	10377707-01		80624	85493	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20106191 42200			MVHICSRTS	OPERSUP		286.35				
								286.35			
							CHECK TOTAL	1,901.82			
1543	Indiana Oxygen Compan		0000		EFT	03/29/2024	10349072		80761	85649	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		85.26				
								85.26			
							CHECK TOTAL	85.26			
3144	Indiana Police Accred		0000		EFT	03/15/2024	24-008		79886	84709	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108015 43100			GenPDSpprt	PROSERVICE		150.00				
								150.00			
							CHECK TOTAL	150.00			
4486	Indiana Symphony Soci		0000		EFT	03/02/2024	1377-65-65-1729		80381	85214	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10101014 43100			GenEcon	PROSERVICE		160.00				
								160.00			
							CHECK TOTAL	160.00			
793	Indiana Underground P		0000		EFT	03/15/2024	112993		80090	84916	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 62603011 43100			SWPI	PROSERVICE		1,588.40				
								1,588.40			
							CHECK TOTAL	1,588.40			
2393	Indianapolis Airport		0000	22400053	EFT	03/30/2024	24225595		80849	85739	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 27070000 43100			ParkImpact	PROSERVICE		4,880.18				
								4,880.18			
							CHECK TOTAL	4,880.18			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1820	Intellicorp Records,	0000		EFT	03/30/2024	1475011		80794	85683		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101015 43100		GenHR	PROSERVICE		1,044.40					
							1,044.40				
1820	Intellicorp Records,	0000		EFT	02/29/2024	1465733		80818	85707		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101015 43100		GenHR	PROSERVICE		501.00					
							501.00				
						CHECK TOTAL	1,545.40				
1929	Interpreting Services	0000		EFT	03/23/2024	INV-007766		80372	85204		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10102100 43100		GenCourt	PROSERVICE		110.00					
							110.00				
						CHECK TOTAL	110.00				
1823	Irving Materials, Inc	0000		EFT	03/10/2024	71309257		80272	85101		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		816.95					
							816.95				
1823	Irving Materials, Inc	0000	22301280	EFT	03/23/2024	71310793		80618	85487		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 42200		LRSPWSTR	OPERSUP		657.29					
							657.29				
1823	Irving Materials, Inc	0000	22301280	EFT	03/26/2024	71311232		80619	85489		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 42200		LRSPWSTR	OPERSUP		311.05					
							311.05				
1823	Irving Materials, Inc	0000		EFT	03/14/2024	71308231		80753	85640		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		1,654.07					
							1,654.07				
1823	Irving Materials, Inc	0000		EFT	03/15/2024	71308656		80754	85641		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP		1,105.82					
							1,105.82				
						CHECK TOTAL	4,545.18				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
32	Jack Doheny Companies	0000		EFT	04/08/2024	220655		80797	85686	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		10.08				
							10.08			
						CHECK TOTAL	10.08			
3256	Jeffery Meyer	0000	22301327	EFT	04/01/2024	3012024		80514	85378	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42200		MVHFleet	OPERSUP		9,813.61				
							9,813.61			
3256	Jeffery Meyer	0000		EFT	03/28/2024	041862		80704	85580	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		13.97				
							13.97			
3256	Jeffery Meyer	0000	22400276	EFT	03/29/2024	3012024-1		80733	85610	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		19,807.96				
	2 10106010 43100		GenFleet	PROSERVICE		2,781.11				
	3 20106010 43100		MVHFleet	PROSERVICE		2,256.64				
							24,845.71			
						CHECK TOTAL	34,673.29			
878	Jennifer C Messer PC	0000	22300094	EFT	04/01/2024	FEB2024		80793	85682	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43101		GenMayorOf	LGLSVCS		6,428.57				
	2 60601011 43101		SewMayor	LGLSVCS		3,571.43				
							10,000.00			
878	Jennifer C Messer PC	0000	22400198	EFT	04/01/2024	FEB2024A		80806	85695	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43101		GenMayorOf	LGLSVCS		6,428.57				
	2 60601011 43101		SewMayor	LGLSVCS		3,571.43				
							10,000.00			
						CHECK TOTAL	20,000.00			
2387	Kelleher, Helmrich &	0000	22400281	EFT	02/29/2024	20240309		80721	85598	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		4,590.00				
							4,590.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	4,590.00			
4497	Kevin & Carrie Bessig	0000		INV	03/12/2024	80313		80313	85143	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES		39.79				
							39.79			
						CHECK TOTAL	39.79			
607	Kimley-Horn and Assoc	0000		EFT	02/23/2024	170257001-1023		80273	85102	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43100	FishersI69		PROSERVICE		1,657.50				
							1,657.50			
						CHECK TOTAL	1,657.50			
150	Kirby Risk Corporatio	0000		EFT	03/31/2024	S112505957.004		80434	85273	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200	GFICBLDGMN		OPERSUP		-717.30				
							-717.30			
150	Kirby Risk Corporatio	0000		EFT	03/31/2024	S210204613.001		80594	85459	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200	GenSafeTr		OPERSUP		263.64				
							263.64			
150	Kirby Risk Corporatio	0000		EFT	03/31/2024	S210204613.002		80595	85460	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200	GenSafeTr		OPERSUP		23.68				
							23.68			
150	Kirby Risk Corporatio	0000	22301231	EFT	03/31/2024	S210201872.001		80621	85490	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200	GenPWBuild		OPERSUP		32.82				
							32.82			
150	Kirby Risk Corporatio	0000	22301231	EFT	03/31/2024	S210201909.001		80650	85523	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200	GenPWBuild		OPERSUP		35.78				
							35.78			
150	Kirby Risk Corporatio	0000		EFT	03/31/2024	S210193326.001		80666	85539	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920	GenContr		CAPEXP		592.26				
							592.26			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
150	Kirby Risk Corporatio		0000		EFT	03/31/2024	S210201872.002		80698	85573	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	PERSUP			637.67			
								637.67			
150	Kirby Risk Corporatio		0000		EFT	03/31/2024	S210206993.001		80762	85650	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	PERSUP			114.20			
								114.20			
150	Kirby Risk Corporatio		0000		EFT	03/31/2024	S210201909.002		80763	85651	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106192 42200		GFICBLDGMN	PERSUP			60.93			
								60.93			
							CHECK TOTAL	1,043.68			
117	Kleen-It Group, Inc		0000	22300142	EFT	12/27/2023	84659		80646	85519	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE			425.00			
								425.00			
117	Kleen-It Group, Inc		0000	22300142	EFT	03/14/2024	85029		80674	85548	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE			9,311.99			
	2	10109012 43100		GenPWBuild	PROSERVICE			39,438.01			
								48,750.00			
117	Kleen-It Group, Inc		0000	22400273	EFT	02/15/2024	84920		80748	85634	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 43100		GenPWBuild	PROSERVICE			13,400.00			
	2	21205058 43100		CHD	PROSERVICE			1,320.00			
								14,720.00			
							CHECK TOTAL	63,895.00			
152	Krieg Devault LLP		0000	22400199	EFT	03/20/2024	555698		80800	85689	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101011 43101		GenMayorOf	LGLSVCS			5,500.00			
								5,500.00			
							CHECK TOTAL	5,500.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3966	Laboratory Corporation	0000		EFT	03/25/2024	79264723		80603	85469	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27055058 43100		GRTSHD	PROSERVICE		150.00				
						CHECK TOTAL	150.00			
							150.00			
936	Lehman's Inc of Ander	0000		EFT	02/12/2024	18757		80269	85098	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		424.00				
						CHECK TOTAL	424.00			
							424.00			
345	Logical Concepts Inc	0000		EFT	03/27/2024	94394		80297	85127	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		386.44				
						CHECK TOTAL	386.44			
							386.44			
289	Macallister Machinery	0000		EFT	03/27/2024	S8112210		80357	85188	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE		171.00				
						CHECK TOTAL	171.00			
							171.00			
289	Macallister Machinery	0000	22400277	EFT	03/22/2024	R64563440802		80726	85603	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		6,119.00				
						CHECK TOTAL	6,119.00			
							6,290.00			
2457	MacQueen Equipment LL	0000		EFT	03/29/2024	W03267		80635	85505	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		479.95				
						CHECK TOTAL	479.95			
							479.95			
4488	MARCINKO, THOMAS & LI	0000		INV	03/12/2024	80304		80304	85134	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62600000 34900		SW	USERFEES		79.92				
						CHECK TOTAL	79.92			
							79.92			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	79.92			
4496	Marigoula Mendakis	0000		INV	03/12/2024	80312		80312	85142	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES		79.58				
							79.58			
						CHECK TOTAL	79.58			
4499	Mark & Whitney Harri	0000		INV	03/12/2024	80315		80315	85145	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES		39.79				
							39.79			
						CHECK TOTAL	39.79			
4502	Mary K. Price	0000		INV	03/12/2024	80318		80318	85148	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES		39.79				
							39.79			
						CHECK TOTAL	39.79			
232	McMaster-Carr Supply	0000		EFT	03/19/2024	22349977		80430	85269	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200	MVHICSRTS		OPERSUP		366.11				
							366.11			
232	McMaster-Carr Supply	0000		EFT	03/28/2024	22912959		80717	85591	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200	GFICBLDGMN		OPERSUP		20.82				
							20.82			
						CHECK TOTAL	386.93			
2743	Med-Bill Corporation	0000	22400057	EFT	03/28/2024	MB-9018		80593	85457	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100	GenEMS		PROSERVICE		11,319.28				
							11,319.28			
						CHECK TOTAL	11,319.28			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4500	Melissa A Jones	0000		INV	03/12/2024	80316		80316	85146	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES			79.58			
						CHECK TOTAL	79.58			
							79.58			
266	Menard Inc	0000		EFT	03/27/2024	77077		80298	85128	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				511.68			
							511.68			
266	Menard Inc	0000		EFT	03/28/2024	77123		80333	85163	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				42.92			
							42.92			
266	Menard Inc	0000		EFT	03/20/2024	76756		80346	85177	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP				383.58			
							383.58			
266	Menard Inc	0000		EFT	03/28/2024	77121		80347	85178	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr OPERSUP				37.93			
							37.93			
266	Menard Inc	0000		EFT	03/28/2024	77122		80348	85179	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr OPERSUP				5.96			
							5.96			
266	Menard Inc	0000		EFT	03/29/2024	77189		80410	85245	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				74.97			
							74.97			
266	Menard Inc	0000		EFT	03/24/2024	76955		80422	85257	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				115.15			
							115.15			
266	Menard Inc	0000		EFT	03/13/2024	76475		80493	85351	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP				99.80			
							99.80			

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Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	03/14/2024	76518		80497	85356		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		111.68	111.68				
266	Menard Inc	0000		EFT	03/15/2024	76576		80504	85360		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		39.92	39.92				
266	Menard Inc	0000		EFT	03/20/2024	76800		80631	85501		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		118.93	118.93				
266	Menard Inc	0000		EFT	03/22/2024	76898		80633	85503		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		14.99	14.99				
266	Menard Inc	0000		EFT	03/23/2024	76939		80634	85504		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		36.47	36.47				
266	Menard Inc	0000		EFT	03/21/2024	76848		80636	85506		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		74.40	74.40				
266	Menard Inc	0000		EFT	03/09/2024	76299		80713	85588		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		60.95	192.36				
	2 20106191 42200		MVHICSR	TS OPERSUP		73.47					
	3 10106193 42200		GFICPKSMNT	OPERSUP		57.94					
266	Menard Inc	0000		EFT	04/03/2024	77422		80745	85623		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		1,076.23	1,076.23				
266	Menard Inc	0000		EFT	03/29/2024	77241		80827	85716		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		207.21	207.21				

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WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	3,144.18			
4082	Metronet Systems Hold	0000	22400047	EFT	03/25/2024	3-4-2024		80722	85599	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		900.00				
							900.00			
						CHECK TOTAL	900.00			
434	Michael A Reuter Cons	0000		EFT	04/01/2024	Reuter424		80551	85415	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60601013 43100		SewContr	PROSERVICE		350.00				
	2 62601013 43100		SWContr	PROSERVICE		350.00				
	3 10101013 43100		GenContr	PROSERVICE		1,680.00				
							2,380.00			
						CHECK TOTAL	2,380.00			
3148	Michigan Playgrounds	0000	22400259	EFT	02/25/2024	SINV-06967		80463	85303	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		3,013.00				
							3,013.00			
						CHECK TOTAL	3,013.00			
257	Midwest Garage Door S	0000		EFT	03/05/2024	33624		80268	85097	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		978.50				
							978.50			
257	Midwest Garage Door S	0000		EFT	03/15/2024	33758		80355	85186	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		255.00				
							255.00			
						CHECK TOTAL	1,233.50			
331	Milestone Contractors	0000	22301281	EFT	03/26/2024	165327		80615	85480	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 42200		LRSPWSTR	OPERSUP		1,551.83				
							1,551.83			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
331	Milestone Contractors	0000	22301281	EFT	03/27/2024	165339		80616	85483		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 42200		LRSPWSTRTOPERSUP			702.08					
						702.08					
						CHECK TOTAL	2,253.91				
2252	Millers Towing and Tr	0000		EFT	04/05/2024	181347		80765	85653		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		73.00					
						73.00					
						CHECK TOTAL	73.00				
845	Multi Service Technol	0000		EFT	03/22/2024	991-1-71586		80259	85088		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			200.00					
						200.00					
845	Multi Service Technol	0000		EFT	03/29/2024	991-1-71793		80399	85233		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater OPERSUP			188.99					
						188.99					
						CHECK TOTAL	388.99				
234	Municipal Emergency S	0000		EFT	03/09/2024	IN2004469		80526	85390		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		1,009.99					
						1,009.99					
234	Municipal Emergency S	0000	22301074	EFT	04/03/2024	IN2017643		80724	85601		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		926.50					
						926.50					
234	Municipal Emergency S	0000	22300888	EFT	04/03/2024	IN2017644		80725	85602		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		2,734.50					
						2,734.50					
234	Municipal Emergency S	0000	22301211	EFT	04/06/2024	IN2019220		80848	85738		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		4,367.07					
						4,367.07					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	9,038.06			
4298	Naptown Franchising L	0000		EFT	01/01/2024	339		80211	85040	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		875.00				
						CHECK TOTAL	875.00			
2716	Nelson & Co LLC	0000		EFT	03/01/2024	SI128571		79128	83895	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		1,134.35				
							1,134.35			
2716	Nelson & Co LLC	0000		EFT	03/01/2024	SI158572		79129	83896	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		1,134.35				
							1,134.35			
2716	Nelson & Co LLC	0000		EFT	03/01/2024	SI158574		79130	83897	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		1,134.35				
							1,134.35			
2716	Nelson & Co LLC	0000		EFT	03/01/2024	SI158580		79131	83898	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		1,134.35				
							1,134.35			
2716	Nelson & Co LLC	0000		EFT	03/01/2024	SI158581		79132	83899	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		1,134.35				
							1,134.35			
2716	Nelson & Co LLC	0000		EFT	03/01/2024	SI158582		79133	83900	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		1,134.35				
							1,134.35			
2716	Nelson & Co LLC	0000		EFT	03/07/2024	SI158777		79532	84339	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS		1,173.85				
							1,173.85			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2716	Nelson & Co LLC	0000		EFT	03/09/2024	SI158839		79663	84479		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		485.27					
							485.27				
2716	Nelson & Co LLC	0000		EFT	03/10/2024	SI158901		79783	84605		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		1,134.45					
							1,134.45				
2716	Nelson & Co LLC	0000		EFT	03/16/2024	SI159029		79946	84769		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		1,134.35					
							1,134.35				
2716	Nelson & Co LLC	0000		EFT	03/17/2024	SI159056		80252	85081		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		63.00					
							63.00				
2716	Nelson & Co LLC	0000		EFT	03/02/2024	SI158654		80692	85567		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 43100		GenPatrol	PROSERVICE		29.20					
							29.20				
2716	Nelson & Co LLC	0000		EFT	03/31/2024	SI159461		80714	85589		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		161.85					
							161.85				
2716	Nelson & Co LLC	0000		EFT	03/10/2024	SI158902		80731	85607		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		17.90					
							17.90				
2716	Nelson & Co LLC	0000		EFT	04/05/2024	SI159567		80825	85714		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		139.98					
							139.98				
2716	Nelson & Co LLC	0000		EFT	04/05/2024	SI159568		80826	85715		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr	UNIFORMS		265.78					
							265.78				
						CHECK TOTAL	11,411.73				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
327	Nelson Alarm Inc.	0000	22100677	INV	03/21/2024	240301149		80609	85476		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		450.00					
							450.00				
						CHECK TOTAL	450.00				
3733	Next Bite LLC	0000		EFT	11/01/2023	5266		80256	85085		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		436.99					
							436.99				
3733	Next Bite LLC	0000		EFT	11/01/2023	5267		80257	85086		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		436.99					
							436.99				
						CHECK TOTAL	873.98				
4393	Nicole Pence Becker	0000	22400187	EFT	04/04/2024	202880		80699	85574		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101014 43100		GenEcon	PROSERVICE		6,450.00					
							6,450.00				
						CHECK TOTAL	6,450.00				
3717	Norfolk Southern Rail	0000		INV	03/09/2024	93552248		80557	85422		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 43510000 44100		THBC	LAND		1,904.10					
							1,904.10				
						CHECK TOTAL	1,904.10				
4506	NORMAN, MARK & LINDA	0000		INV	03/12/2024	80322		80322	85152		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		39.79					
							39.79				
						CHECK TOTAL	39.79				
3313	Nova Healthcare IN LL	0000		EFT	03/08/2024	000002575606		80523	85387		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		1,026.00					
							1,026.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							CHECK TOTAL	1,026.00			
590	Nugent Inc		0000		EFT	03/07/2024	1471688		80766	85654	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101013 44920		GenContr	CAPEXP		314.72				
								314.72			
							CHECK TOTAL	314.72			
335	Office Three Sixty In		0000		EFT	03/23/2024	2820499		80382	85215	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10103012 42200		GenPZ	OPERSUP		234.96				
								234.96			
							CHECK TOTAL	234.96			
2130	OfficeWorks Services		0000		EFT	03/12/2024	29890		80749	85635	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 42200		GenIT	OPERSUP		2,221.24				
								2,221.24			
							CHECK TOTAL	2,221.24			
99995	DOROTHY BOCOCK		0000		INV	03/06/2024	FD2023-00007201-1		80740	85618	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		105.39				
								105.39			
							CHECK TOTAL	105.39			
99995	JEAN K TRAVERSO		0000		INV	03/06/2024	FD2023-00006578-1		80738	85616	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43901		GenEMS	REFUNDS		88.24				
								88.24			
							CHECK TOTAL	88.24			
99995	JEAN K TRAVERSO		0000		INV	03/06/2024	FD2023-00007270-1		80741	85619	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43901		GenEMS	REFUNDS		546.26				
								546.26			
							CHECK TOTAL	546.26			

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

WARRANT: 31224 03/07/2024

DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
99995	UNITED HEALTHCARE INS	0000		INV	03/07/2024	FD2023-00004452-1		80736	85614	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43901		GenEMS	REFUNDS		258.96				
							258.96			
						CHECK TOTAL	258.96			
99995	VINCENT C NITTOLI	0000		INV	03/06/2024	FD2023-00007039-1		80739	85617	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 36000		GenEMS	OTHEREV		98.54				
							98.54			
						CHECK TOTAL	98.54			
99995	WPS GH A	0000		INV	03/21/2024	FD2023-00005504-1		80737	85615	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 36000		GenEMS	OTHEREV		225.41				
							225.41			
						CHECK TOTAL	225.41			
99997	Rozina Noorani	0000		INV	03/27/2024	Noorani 65927487		80362	85193	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43901		GenParks	REFUNDS		275.00				
							275.00			
						CHECK TOTAL	275.00			
343	OneZone Inc	0000		EFT	03/13/2024	78781		80384	85218	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21703012 43100		PZDON	PROSERVICE		320.00				
							320.00			
343	OneZone Inc	0000		EFT	03/13/2024	78817		80700	85575	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21703012 43100		PZDON	PROSERVICE		320.00				
							320.00			
						CHECK TOTAL	640.00			
4484	OVG Media & Conferenc	0000		EFT	10/20/2023	90548		80365	85196	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		648.00				
							648.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	648.00			
4509	PAC RES SPE IV LLC	0000		INV	03/12/2024	80325		80325	85155	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES		39.79				
						CHECK TOTAL	39.79			
359	Parkside Animal Hospi	0000		EFT	01/28/2024	617632		80249	85078	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200	GenPatrol		OPERSUP		526.70				
						CHECK TOTAL	526.70			
2230	Patrick A Hankley	0000		EFT	03/03/2024	06272078		80208	85037	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100	GenParks		PROSERVICE		200.00				
						CHECK TOTAL	200.00			
2230	Patrick A Hankley	0000		EFT	03/02/2024	0627076		80364	85195	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100	GenParks		PROSERVICE		200.00				
						CHECK TOTAL	200.00			
						CHECK TOTAL	400.00			
384	Pinnacle Partners Inc	0000	22301288	EFT	03/31/2024	51314		80542	85406	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100	GenIT		PROSERVICE		10,851.50				
						CHECK TOTAL	10,851.50			
366	Plumbers Supply Compa	0000		EFT	03/25/2024	90726129		80453	85292	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200	GFICBLDGMN		OPERSUP		579.69				
						CHECK TOTAL	579.69			
366	Plumbers Supply Compa	0000		EFT	03/25/2024	90727839		80457	85295	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200	GFICBLDGMN		OPERSUP		455.40				
						CHECK TOTAL	455.40			

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WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,035.09			
4508	PRIMAVERA, JOSEPH & A	0000		INV	03/12/2024	80324		80324	85154	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES		119.37				
							119.37			
						CHECK TOTAL	119.37			
4207	Propio LS LLC	0000		EFT	03/30/2024	0193790224		80728	85605	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21201012 43100	HDFBSG		PROSERVICE		922.85				
							922.85			
						CHECK TOTAL	922.85			
375	PTR, Inc.	0000		EFT	03/07/2024	208494		80034	84858	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100	GenParks		PROSERVICE		1,032.05				
							1,032.05			
375	PTR, Inc.	0000		EFT	12/10/2023	208143		80799	85688	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100	GenPR		PROSERVICE		1,074.00				
							1,074.00			
						CHECK TOTAL	2,106.05			
374	PVS Nolwood Chemicals	0000	22301372	EFT	03/16/2024	823762		80438	85277	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200	SewPWWaterOPERSUP				11,790.29				
							11,790.29			
						CHECK TOTAL	11,790.29			
4505	Randy Bryant	0000		INV	03/12/2024	80321		80321	85151	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES		40.00				
							40.00			
						CHECK TOTAL	40.00			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 31224 03/07/2024
DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4477	Reedy Financial Group		0000	22400252	EFT	03/01/2024	10483		80773	85662	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101011 43100		GenMayorOf	PROSERVICE		2,092.50	2,092.50			
4477	Reedy Financial Group		0000	22400252	EFT	03/01/2024	10388		80774	85663	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101011 43100		GenMayorOf	PROSERVICE		5,924.15	5,924.15			
4477	Reedy Financial Group		0000	22400252	EFT	03/01/2024	10389		80775	85664	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101011 43100		GenMayorOf	PROSERVICE		310.00	310.00			
4477	Reedy Financial Group		0000	22400252	EFT	03/01/2024	10390		80777	85666	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101011 43100		GenMayorOf	PROSERVICE		310.00	310.00			
							CHECK TOTAL	8,636.65			
825	Rick L Alexander		0000		EFT	03/16/2024	23-025		80277	85106	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101013 44920		GenContr	CAPEXP		2,200.00	2,200.00			
							CHECK TOTAL	2,200.00			
440	RQAW Corporation		0000	22301199	EFT	02/29/2024	3264		80553	85417	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60854010 43100		SWRCPTENG	PROSERVICE		9,000.00	9,000.00			
							CHECK TOTAL	9,000.00			
4507	SANDLIN, HOLLY R.		0000		INV	03/12/2024	80323		80323	85153	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60600000 34900		Sew	USERFEES		79.58	79.58			
							CHECK TOTAL	79.58			

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WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4494	SCHWIND, KYLE A	0000		INV	03/12/2024	80310		80310	85140	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		62.00				
						CHECK TOTAL	62.00			
							62.00			
466	Sharp Printing Servic	0000		EFT	03/22/2024	101561		80258	85087	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101015 43100		GenHR	PROSERVICE		192.50				
							192.50			
466	Sharp Printing Servic	0000		EFT	03/21/2024	101598		80289	85119	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 43100		MNCPLHDFNBROSERVICE			112.50				
							112.50			
466	Sharp Printing Servic	0000		EFT	03/23/2024	101575		80294	85124	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 43100		MNCPLHDFNBROSERVICE			420.00				
							420.00			
466	Sharp Printing Servic	0000		EFT	03/28/2024	101426		80350	85181	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		250.00				
							250.00			
466	Sharp Printing Servic	0000		EFT	03/22/2024	101511		80397	85231	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		80.00				
							80.00			
						CHECK TOTAL	1,055.00			
3062	SHI International Cor	0000	22400240	EFT	03/26/2024	B18005752		80550	85414	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		98,420.65				
							98,420.65			
						CHECK TOTAL	98,420.65			

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WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
486	Signal Construction,		0000	22300663	EFT	03/15/2024	4172		80752	85639	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20104010 43100			MVHEng	PROSERVICE		3,517.94				
	2 20104010 43100			MVHEng	PROSERVICE		3,282.00				
	3 20104010 43100			MVHEng	PROSERVICE		1,405.31				
								8,205.25			
							CHECK TOTAL	8,205.25			
4476	Silly Safari Shows In		0000		EFT	07/21/2023	27526		79800	84622	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10107010 43100			GenParks	PROSERVICE		1,625.00				
								1,625.00			
							CHECK TOTAL	1,625.00			
484	Sirchie Acquisition C		0000		EFT	03/15/2024	0631476-IN		80239	85067	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108013 42200			GenInvstgt	OPERSUP		206.36				
								206.36			
484	Sirchie Acquisition C		0000		EFT	02/18/2024	0627441-IN		80251	85080	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108013 42200			GenInvstgt	OPERSUP		517.35				
								517.35			
							CHECK TOTAL	723.71			
201	SiteOne Landscape Sup		0000	22400207	EFT	03/15/2024	138239931-001		80513	85377	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10106193 42200			GFICPKSMNT	OPERSUP		4,927.00				
	2 10106193 42200			GFICPKSMNT	OPERSUP		51.00				
								4,978.00			
							CHECK TOTAL	4,978.00			
2372	Smyrna Ready Mix Conc		0000		EFT	03/14/2024	1020465595		80234	85063	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20106191 42200			MVHICSRTS	OPERSUP		1,223.00				
								1,223.00			
2372	Smyrna Ready Mix Conc		0000		EFT	01/29/2024	1020454812		80295	85125	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20106191 42200			MVHICSRTS	OPERSUP		1,404.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2372	Smyrna Ready Mix Conc	0000		EFT	03/26/2024	1020469151	1,404.00	80620	85484	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			1,112.00				
							1,112.00			
						CHECK TOTAL	3,739.00			
2114	St Vincent Health, We	0000		EFT	03/30/2024	20-41608		80823	85712	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm PROSERVICE			330.90				
							330.90			
2114	St Vincent Health, We	0000		EFT	03/30/2024	20-41607		80824	85713	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm PROSERVICE			99.96				
							99.96			
						CHECK TOTAL	430.86			
479	St. Regis Culvert, In	0000		EFT	03/28/2024	121478		80652	85513	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater OPERSUP			43.46				
							43.46			
						CHECK TOTAL	43.46			
473	State Safety & Compli	0000		EFT	03/28/2024	10720791		80411	85246	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			131.34				
							131.34			
473	State Safety & Compli	0000		EFT	03/27/2024	10720763		80490	85297	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN OPERSUP			1,475.20				
							1,475.20			
						CHECK TOTAL	1,606.54			
4503	STEIN, ANDREW J & ANN	0000		INV	03/12/2024	80319		80319	85149	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew USERFEES			39.79				
							39.79			
						CHECK TOTAL	39.79			

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Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2339	Stephanie Perry	0000		INV	03/27/2024	22924		80757	85645	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43200		GenPR	COMMTRANS		82.02				
							82.02			
						CHECK TOTAL	82.02			
4504	Steve & Debra McGucki	0000		INV	03/12/2024	80320		80320	85150	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		39.79				
							39.79			
						CHECK TOTAL	39.79			
4501	Steve Emery	0000		INV	03/12/2024	80317		80317	85147	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		79.58				
							79.58			
						CHECK TOTAL	79.58			
2873	Stevenson Legal Group	0000		EFT	03/01/2024	17086		80811	85700	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43101		GenMayorOf	LGLSVCS		828.35				
							828.35			
						CHECK TOTAL	828.35			
504	Straeffner Pump & Supp	0000	22400257	EFT	03/20/2024	40926		80435	85274	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			5,050.00				
							5,050.00			
504	Straeffner Pump & Supp	0000	22400257	EFT	03/20/2024	40927		80436	85275	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			2,860.00				
							2,860.00			
						CHECK TOTAL	7,910.00			
507	Sunbelt Rentals Inc	0000		EFT	04/27/2024	150921977-0001		80607	85473	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		144.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							144.00			
						CHECK TOTAL	144.00			
507	Sunbelt Rentals Inc	0000		EFT	03/22/2024	150611244-0001		80194	85022	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				402.90			
							402.90			
						CHECK TOTAL	402.90			
3019	Taylor Systems LLC	0000	22400102	EFT	04/08/2024	106375		80482	85343	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFNDPERSUP				1,958.15			
	2 21105058 43100		MNCPLHDFNBROSERVICE				1,229.02			
							3,187.17			
3019	Taylor Systems LLC	0000		EFT	04/05/2024	106355		80544	85408	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT PROSERVICE				250.00			
							250.00			
						CHECK TOTAL	3,437.17			
2149	Techline Technologies	0000	22400104	EFT	04/03/2024	INV24-0107		80599	85465	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS OPERSUP				396.80			
							396.80			
						CHECK TOTAL	396.80			
4475	The Full Company LLC	0000		EFT	02/15/2024	2459		79801	84623	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks PROSERVICE				1,995.00			
							1,995.00			
						CHECK TOTAL	1,995.00			
548	The Paper of Montgome	0000		EFT	03/13/2024	TL21215		80751	85636	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr CAPEXP				180.17			
							180.17			
						CHECK TOTAL	180.17			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3174	The Pitney Bowes Bank	0000		EFT	03/20/2024	8000909011493785		80851	85741		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43202		CHD	POSTAGE		301.50					
						CHECK TOTAL	301.50				
							301.50				
							301.50				
572	The Sherwin-Williams	0000		EFT	03/20/2024	6106-6		80455	85294		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNDPERSUP			100.54					
						CHECK TOTAL	100.54				
							100.54				
							100.54				
3314	Thomas J Morris III	0000	22400156	EFT	02/21/2024	150157		80661	85534		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt OPERSUP			3,601.00					
						CHECK TOTAL	3,601.00				
							3,601.00				
							3,601.00				
4492	Thomas Marcinko	0000		INV	03/12/2024	80308		80308	85138		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		39.79					
						CHECK TOTAL	39.79				
							39.79				
							39.79				
4516	Transportation Contro	0000		EFT	02/23/2024	22819		80412	85248		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			669.15					
						CHECK TOTAL	669.15				
							669.15				
							669.15				
839	Tyler Technologies In	0000	22400282	EFT	03/17/2024	045-455684		80734	85611		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		188,738.00					
						CHECK TOTAL	188,738.00				
							188,738.00				
							188,738.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
58	Uline Inc	0000		EFT	03/01/2024	173800964		80205	85034		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,199.60					
							1,199.60				
58	Uline Inc	0000		EFT	03/15/2024	174443481		80623	85492		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		192.88					
							192.88				
						CHECK TOTAL	1,392.48				
4214	United Rentals (North	0000		EFT	03/02/2024	221237525-009		80353	85184		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		195.00					
							195.00				
4214	United Rentals (North	0000		EFT	03/03/2024	221237525-009		80393	85228		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		195.00					
							195.00				
4214	United Rentals (North	0000		EFT	03/18/2024	224169921-007		80396	85230		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		765.00					
							765.00				
						CHECK TOTAL	1,155.00				
2071	Utility Pipe Sales of	0000		EFT	03/22/2024	3191342-00		80254	85083		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		720.69					
							720.69				
2071	Utility Pipe Sales of	0000		EFT	03/28/2024	3191579-00		80360	85191		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		1,510.00					
							1,510.00				
2071	Utility Pipe Sales of	0000	22400248	EFT	03/17/2024	3191066-00		80431	85270		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		4,575.00					
							4,575.00				

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WARRANT: 31224 03/07/2024
DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2071	Utility Pipe Sales of	0000	22400266	EFT	03/22/2024	3190959-00		80730	85608	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		29,920.00				
							29,920.00			
						CHECK TOTAL	36,725.69			
614	Van Ausdall & Farrar	0000	22301084	EFT	03/24/2024	603798		80545	85409	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		2.88				
	2 62606050 43100		SWIT	PROSERVICE		0.00				
							2.88			
614	Van Ausdall & Farrar	0000	22301084	EFT	03/24/2024	603799		80546	85410	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		76.04				
	2 62606050 43100		SWIT	PROSERVICE		0.00				
							76.04			
614	Van Ausdall & Farrar	0000	22301084	EFT	03/31/2024	84185		80547	85411	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,988.39				
	2 62606050 43100		SWIT	PROSERVICE		244.51				
	3 10106050 43100		GenIT	PROSERVICE		2,287.62				
	4 62606050 43100		SWIT	PROSERVICE		240.48				
							6,761.00			
						CHECK TOTAL	6,839.92			
645	WEX Bank	0000		EFT	03/26/2024	95590790		80648	85521	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42221		GenFleet	FUEL		1,248.57				
							1,248.57			
						CHECK TOTAL	1,248.57			
2380	Whites Ace Hardware F	0000		EFT	02/10/2024	37504162		80195	85023	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP		419.60				
							419.60			
2380	Whites Ace Hardware F	0000		EFT	02/03/2024	37502698		80196	85024	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		4.96				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							4.96			
2380	Whites Ace Hardware F	0000		EFT	03/22/2024	37512624		80255	85084	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			4.99			
2380	Whites Ace Hardware F	0000	22400245	EFT	01/19/2024	37499440		80654	85527	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNT	OPERSUP			3,178.51			
2380	Whites Ace Hardware F	0000		EFT	03/29/2024	37513929		80655	85528	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP			64.80			
2380	Whites Ace Hardware F	0000		EFT	03/15/2024	37511269		80657	85530	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP			14.99			
2380	Whites Ace Hardware F	0000		EFT	03/29/2024	37513915		80665	85540	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			12.06			
							12.06			
						CHECK TOTAL	3,699.91			
2737	Wild Ridge Lawn & Lan	0000	22400046	EFT	02/29/2024	32329		80597	85463	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE			31,872.60			
2737	Wild Ridge Lawn & Lan	0000	22400046	EFT	02/29/2024	32330		80608	85474	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE			5,770.37			
							5,770.37			
						CHECK TOTAL	37,642.97			
2597	Winsupply of Indianap	0000		EFT	03/14/2024	20296103		80352	85183	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP			167.50			
							167.50			
						CHECK TOTAL	167.50			

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WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	03/17/2024	9022910328		80203	85032	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRSTS OPERSUP			25.77				
							25.77			
1309	WW Grainger Inc	0000		EFT	03/17/2024	9022910310		80240	85069	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNOPERSUP			524.12				
							524.12			
1309	WW Grainger Inc	0000		EFT	03/14/2024	9018445081		80241	85070	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNOPERSUP			165.00				
							165.00			
1309	WW Grainger Inc	0000		EFT	03/14/2024	9018445115		80242	85071	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNOPERSUP			1,483.30				
							1,483.30			
1309	WW Grainger Inc	0000		EFT	03/13/2024	9017824823		80243	85072	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNOPERSUP			-1,284.16				
							-1,284.16			
1309	WW Grainger Inc	0000		EFT	03/15/2024	9019851196		80244	85073	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRSTS OPERSUP			39.09				
							39.09			
1309	WW Grainger Inc	0000		EFT	03/15/2024	9019851220		80245	85074	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOBERSUP			39.09				
							39.09			
1309	WW Grainger Inc	0000		EFT	03/14/2024	9018445099		80246	85075	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNOPERSUP			87.75				
							87.75			
1309	WW Grainger Inc	0000		EFT	03/14/2024	9018445073		80247	85076	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNOPERSUP			6.50				
							6.50			

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Detail Invoice List

WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	03/14/2024	9018445107		80248	85077		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		87.75					
							87.75				
1309	WW Grainger Inc	0000		EFT	03/15/2024	9019379552		80302	85132		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		285.93					
							285.93				
1309	WW Grainger Inc	0000		EFT	03/20/2024	9024212988		80303	85133		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		384.42					
							384.42				
1309	WW Grainger Inc	0000		EFT	03/16/2024	9021459939		80378	85210		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		23.02					
							23.02				
1309	WW Grainger Inc	0000		EFT	03/27/2024	9033206930		80392	85226		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		-100.48					
							-100.48				
1309	WW Grainger Inc	0000		EFT	03/27/2024	9032597065		80395	85227		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		100.48					
							100.48				
1309	WW Grainger Inc	0000		EFT	03/28/2024	9033998452		80406	85241		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		136.88					
							136.88				
1309	WW Grainger Inc	0000		EFT	03/28/2024	9033998445		80407	85242		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP		113.56					
							113.56				
1309	WW Grainger Inc	0000		EFT	03/28/2024	9033998437		80408	85243		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,901.00					
							1,901.00				

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WARRANT: 31224 03/07/2024
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	03/27/2024	9032597040		80409	85244		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		170.55	170.55				
1309	WW Grainger Inc	0000		EFT	03/21/2024	9026731407		80415	85250		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		62.55	62.55				
1309	WW Grainger Inc	0000		EFT	03/21/2024	9026731399		80417	85252		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		27.72	27.72				
1309	WW Grainger Inc	0000		EFT	03/28/2024	9033998429		80418	85253		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,666.64	1,666.64				
1309	WW Grainger Inc	0000		EFT	03/27/2024	9032597024		80419	85254		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNT	OPERSUP		21.40	21.40				
1309	WW Grainger Inc	0000		EFT	03/27/2024	9032597057		80420	85255		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		263.10	263.10				
1309	WW Grainger Inc	0000		EFT	03/27/2024	9032597016		80421	85256		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRSTS	OPERSUP		92.13	92.13				
1309	WW Grainger Inc	0000		EFT	03/27/2024	9032597008		80428	85266		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,582.47	1,582.47				
1309	WW Grainger Inc	0000		EFT	03/27/2024	9032596992		80429	85268		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		34.71	34.71				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	03/31/2024	9038971652		80611	85478	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTO	PERSUP		18.65	18.65			
1309	WW Grainger Inc	0000		EFT	03/30/2024	9036844141		80629	85499	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSR	TS OPERSUP		197.20	197.20			
1309	WW Grainger Inc	0000		EFT	03/30/2024	9036844125		80630	85500	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		59.33	59.33			
1309	WW Grainger Inc	0000		EFT	04/03/2024	9039607529		80703	85578	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		625.95	625.95			
1309	WW Grainger Inc	0000		EFT	03/23/2024	9030355409		80706	85581	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		-264.00	-264.00			
1309	WW Grainger Inc	0000		EFT	03/30/2024	9036844133		80707	85582	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		83.53	83.53			
1309	WW Grainger Inc	0000		EFT	03/27/2024	9032597032		80708	85583	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		709.36	709.36			
1309	WW Grainger Inc	0000		EFT	03/17/2024	9022910302		80709	85584	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,883.47	1,883.47			
1309	WW Grainger Inc	0000		EFT	03/15/2024	9019851170		80710	85585	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		161.97	161.97			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31224 03/07/2024
 DUE DATE: 03/07/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	03/27/2024	9032597073		80711	85586	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		230.08				
							230.08			
1309	WW Grainger Inc	0000		EFT	03/21/2024	9026271263		80743	85621	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		143.92				
							143.92			
1309	WW Grainger Inc	0000		EFT	03/22/2024	9028470103		80744	85622	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		384.40				
							384.40			
						CHECK TOTAL	12,174.15			
3176	Zoho Corporation	0000	22400235	EFT	03/24/2024	2396749		80548	85412	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		10,351.40				
	2 60606050 43100		SewIT	PROSERVICE		2,268.80				
	3 62606050 43100		SWIT	PROSERVICE		1,559.80				
							14,180.00			
						CHECK TOTAL	14,180.00			
485	INVOICES					WARRANT TOTAL	1,744,640.66			
						CASH ACCOUNT BALANCE				
							1,744,640.66			
							45,409,503.74			



Board Action Form

MEETING DATE	March 12, 2024			
TITLE	Request to approve Participation Agreement with Humana Insurance Company			
SUBMITTED BY	Name & Title: Laura Gropp, Deputy Director of Finance & Operations Department: Health Department			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R031224	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Records' Office		☒ Document does not need recorded with the County Recorder's Office	

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

RESOLUTION NO. R031224

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

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

WHEREAS, Humana Insurance Company and Humana Health Plan, Inc. is an insurance company that provides health benefit plans for covered participants (“Humana”);

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

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

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

- Section 1.** The Board hereby approves the Humana Agreement, as more particularly described in Exhibit A, which is attached hereto and incorporated herein.
- Section 2.** The Board hereby further authorizes the Mayor or the Director of the Health Department to execute the Agreement and any and all documents necessary to effectuate its intent.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 12th day of March 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____DATE: _____
Kari Adriano, Board Clerk

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

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



2/22/2024

Dear Eric Ward:

We appreciate your interest in becoming a part of the Humana and/or ChoiceCare Network. We know that high-quality, affordable healthcare requires a high-quality network of professionals focused on the health of their patients.

While your paperwork is being finalized, please review the manuals and appendices for healthcare professionals located at [Humana.com/publications](https://www.humana.com/publications). That webpage also includes a resource sheet offering tips and key contacts to make doing business with Humana even easier, as well as our claim payment inquiry resolution process guide.

The Centers for Medicare & Medicaid Services (CMS) and state agencies require you to complete compliance training if your contract includes participation with a Medicare Advantage, Medicaid or dual Medicare-Medicaid network. Please visit [Humana.com/ProviderCompliance](https://www.humana.com/ProviderCompliance) to ensure compliance training timelines are met, according to your contracted line(s) of business.

The compliance training can be completed while your credentialing and participation agreement are pending approval and execution.

Humana's Care Highlight program follows the industry standard by establishing physician performance ratings related to effectiveness and efficiency. These ratings offer guidance to primary care physicians with respect to referral patterns and are used when evaluating physician participation in Humana networks. Additionally, these ratings are shared publicly through our Find-a-doctor web-based tool. For more information about how we establish physician performance ratings, methodology and use of results, go to [Humana.com/CareHighlight](https://www.humana.com/CareHighlight).

Again, thank you for your interest in becoming a part of the Humana network. If you have questions or need clarification, please contact the Humana/ChoiceCare Network Provider Relations team at 800-626-2741 (TTY:711). We are ready to assist you Monday through Friday from 8 a.m. to 5 p.m., Central time.

Sincerely,

A handwritten signature in black ink that reads "Beverly Steen". The signature is written in a cursive, flowing style.

Beverly Steen
Director, Provider Contracting

Humana
Ancillary PARTICIPATION AGREEMENT
State: Indiana
COVER SHEET

Creation Date: 2/22/2024

Icertis Contract Number: ICMPT_Ancillary_24680 MERLIN ID: 1283091

Provider Name:

Legal Name: City of Fishers

DBA Name: Fishers Health Department

Federal Tax ID:

EIN: 351361390

Optional Information:

NPI: 1033990106

Provider Specialty: APHW-Public Health or Welfare Agency

Contract Contact Information:

Name: Eric Ward

Address Line 1: 8939 TECHNOLOGY DR

Address Line 2:

City: FISHERS

State: IN Zip: 460382835

Phone: 3175675045 Ext :

Fax: 7186915208

Email: eric.ward@curemd.com

Address for Notice

Name: City of Fishers DBA Fishers Health Department

Address Line 1: 8939 TECHNOLOGY DR

Address Line 2:

City: FISHERS

State: IN Zip: 460382835

Phone: 3175675045 Ext :

Fax: 7186915208

Email: groppl@fishers.in.us

Contractor Information:

Name: Cassandra Kralovetz

Address Line 1: 500 W MAIN ST

Address Line 2:

City: LOUISVILLE

State: KY Zip: 402022946

Phone: 5022766706 Ext

Fax:

Email: ckralovetz@humana.com

ANCILLARY PARTICIPATION AGREEMENT

This **Ancillary** Participation Agreement ("**Agreement**") is made and entered into by and between the party named on the signature page below (hereinafter referred to as "**Provider**") and Humana Insurance Company and Humana Health Plan, Inc. and their affiliates that underwrite or administer health plans (hereinafter referred to as "**Humana**").

1. RELATIONSHIP OF THE PARTIES

- 1.1 In performance of their respective duties and obligations hereunder, **Humana** and **Provider**, and their respective employees and agents, are at all times acting and performing as independent contractors, and neither party, nor their respective employees and agents, shall be considered the partner, agent, servant, employee of, or joint venture with, the other party. Unless otherwise agreed to herein, the parties acknowledge and agree that neither **Provider** nor **Humana** will be liable for the activities of the other nor the agents and employees of the other, including but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority arising out of or in connection with: (i) any failure to perform any of the agreements, terms, covenants or conditions of this Agreement; (ii) any negligent act or omission or other misconduct; (iii) the failure to comply with any applicable laws, rules or regulations; or (iv) any accident, injury or damage to persons or property. Notwithstanding anything to the contrary contained herein, **Provider** further agrees to and hereby does indemnify, defend and hold harmless **Humana** from any and all claims, judgments, costs, liabilities, damages and expenses whatsoever, including reasonable attorneys' fees, arising from any acts or omissions in the provision by **Provider** of Health Care Services to Members. This provision shall survive termination or expiration of this Agreement.
- 1.2 The parties agree that **Humana's** affiliates whose Members receive services hereunder do not assume joint responsibility or liability between or among such affiliates for the acts or omissions of such other affiliates.

2. SERVICES TO MEMBERS

- 2.1 Subject at all times to the terms of this Agreement, **Provider** agrees to provide or arrange for professional medical service and/or related Health Care Services to individuals designated by Humana (herein referred to as "Members") with an identification card or other means of identifying them as Members and covered under self-funded or insured health benefits plans to which **Provider** has agreed to participate as set forth in the product participation list attachment.
- 2.2 **Provider** further agrees to provide Health Care Services to individuals covered under other third party payors' (hereinafter referred to as "**Payor**" or "**Payors**") health benefits contracts (hereinafter referred to as "**Plan**" or "**Plans**") and agrees to comply with such Payors' policies and procedures. For Covered Services rendered to such individuals, **Provider** acknowledges and agrees that all rights and responsibilities arising with respect to benefits to such individuals shall be subject to the terms of the Payor Plan covering such individuals. Individuals covered under such Plans will have an identification card as a means of identifying the Payor Plan which provides coverage. Such identification cards will display a **Humana** logo and/or name.
- 2.3 For Covered Services provided to those individuals identified in Section 2.2 above, **Provider** will accept payments for Covered Services from Plans in accordance with the terms and conditions of this Agreement and the rates set forth in the Payment Attachment applicable to the type of Plan. **Provider** agrees that in no event, including, but not limited to, nonpayment by Payor, or Payor's insolvency, shall **Provider** bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against **Humana** for services provided by **Provider** to such Plans' Members. This provision shall not prohibit collection by **Provider** from Plans' Members for non-covered services and/or Member cost share amounts in accordance with the terms of the applicable Member Plan. Payors Plans will provide appropriate steerage mechanisms including benefit designs and/or provider directory and web site listings to ensure their covered individuals have incentives to utilize **Provider's** services. All obligations of **Provider** under this

Agreement with respect to **Humana's** Members shall equally apply to the individuals identified in Section 2.2 above.

3. THIRD PARTY BENEFICIARIES

- 3.1 Except as is otherwise specifically provided in this Agreement, the parties have not created and do not intend to create by this Agreement any rights in other parties as third party beneficiaries of this Agreement, including, without limitation, Members.

4. SCOPE OF AGREEMENT

- 4.1 This Agreement sets forth the rights, responsibilities, terms and conditions governing: (i) the status of **Provider** and **Provider's** employees, subcontractors and independent contractors as health care providers (hereinafter referred to as "**Participating Providers**") providing Health Care Services; and (ii) **Provider's** provision of medical or related Health Care Services (hereinafter referred to as "**Provider Services**") to Members. All terms and conditions of this Agreement which are applicable to "**Provider**" are equally applicable to each Participating Provider, unless the context requires otherwise.
- 4.2 **Provider** acknowledges and agrees that its Participating Providers will abide by the terms and conditions of this Agreement. The parties acknowledge and agree that nothing contained in this Agreement is intended to interfere with or hinder communications between **Provider** and Members regarding the Members' medical conditions or treatment options, and **Provider** acknowledges that all patient care and related decisions are the sole responsibility of **Provider** and **Humana** does not dictate or control clinical decisions with respect to the medical care or treatment of Members. **Provider** agrees to provide **Humana**, upon request, with copies of orders from Member's attending physician.
- 4.3 **Provider** acknowledges and agrees that with respect to self-funded groups, unless otherwise provided herein, **Humana's** responsibilities hereunder are limited to provider network administration and/or claims processing.

5. ACQUISITIONS

- 5.1 This Section applies to any **Provider** acquisition through any means including, but not limited to, asset or stock purchase, merger, or consolidation (collectively, "**Acquisition**") of an ownership interest in a facility or other provider of whatever type or construction including, but not limited to, a (i) hospital, (ii) free standing ambulatory surgery center, (iii) radiology center, (iv) sleep center; or (v) physician, physician group, Independent Practice Association or Physician Hospital Organization (collectively, "**Entity**"). In the event of **Provider's** Acquisition of an Entity and such Entity has an agreement in effect with **Humana** for the provision of Health Care Services, then such Entity shall not become a participating provider with **Humana** under this Agreement but, rather, the existing separate agreement between **Humana** and such Entity will control for its duration. Furthermore, **Provider** shall not exercise any termination or nonrenewal right which may exist in the agreement between **Humana** and such Entity for a period of twelve (12) months subsequent to the effective date **Provider** acquires its ownership interest in such Entity.
- 5.2 In the event **Provider's** ownership, separate existence or entity construction (e.g., corporation, limited liability company, etc.) is altered or affected in any way as a result of acquisition, merger, consolidation or through any other means whatsoever (including, but not limited to, being merged into an affiliated entity), then this Agreement shall continue to control with respect to **Provider's** provision of Health Care Services to **Humana's** Members notwithstanding any contrary outcome which may otherwise be allowed or required by law. Furthermore, **Provider** agrees that it shall not exercise any termination or nonrenewal right which may otherwise exist in this Agreement for a period of twelve (12) months subsequent to the effective date of such transaction event.

6. TERM AND TERMINATION

- 6.1 The term of this Agreement shall commence on the date Humana inserts in this Agreement (the "Effective Date"). Humana has full authority to determine the Effective Date according

to Humana's processing and/or credentialing requirements. The initial term of this Agreement shall be for Three (3) year(s). After the Initial Term, this Agreement shall automatically renew for subsequent one (1) year terms unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the end of the initial term or any subsequent renewal terms.

- 6.2 Notwithstanding anything to the contrary herein, after the Initial Term, either party may terminate this Agreement without cause at any time following the initial term of this Agreement by providing to the other party ninety (90) days prior written notice of termination.
- 6.3 Humana may terminate this Agreement immediately upon written notice to Provider, stating the cause for such termination, in the event: (i) Provider's or any Participating Provider's continued participation under this Agreement may adversely affect the health, safety or welfare of any Member or brings Humana or its health care networks into disrepute; (ii) Provider or any Participating Provider fails to meet Humana's credentialing or re-credentialing criteria; (iii) Provider or any Participating Provider is excluded from participation in any federal health care program; (iv) Provider voluntarily or involuntarily seeks protection from creditors through bankruptcy proceedings or engages in or acquiesces to receivership or assignment of accounts for the benefit of creditors; or (v) Humana loses its authority to do business in total or as to any limited segment of business, but then only as to that segment.
- 6.4 In the event of a breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon at least sixty (60) days prior written notice to the breaching party, which notice shall specify in detail the nature of the alleged breach; provided, however, that if the alleged breach is susceptible to cure, the breaching party shall have thirty (30) days from the date of receipt of notice of termination to cure such breach, and if such breach is cured, then the notice of termination shall be void of and of no effect. If the breach is not cured within the thirty (30) day period, then the date of termination shall be that date set forth in the notice of termination. Notwithstanding the foregoing, any breach related to credentialing or re-credentialing, quality assurance issues or alleged breach regarding termination by Humana in the event that Humana determines that continued participation under this Agreement may affect adversely the health, safety or welfare of any Member or bring Humana or its health care networks into disrepute, shall not be subject to cure and shall be cause for immediate termination upon written notice to Provider.
- 6.5 Provider agrees that the notice of termination or expiration of this Agreement shall not relieve Provider of its obligation to provide or arrange for the provision of Provider Services through the effective date of termination or expiration of this Agreement.
- 6.6 Provider agrees that Humana may terminate Provider or an individual Participating Provider's participation from one or more line(s) of business and/or provider network(s) covered by this Agreement by providing ninety (90) days prior written notice to Provider. In such event, the affected Provider or Participating Provider(s) shall remain participating with respect to all other line(s) of business, if any, and/or provider network(s) covered by this Agreement.

7. POLICIES AND PROCEDURES

- 7.1 Provider agrees to comply with Humana's quality assurance, quality improvement, accreditation, risk management, utilization review, utilization management, clinical trial and other administrative policies and procedures established and revised by Humana from time to time and, in addition, those policies and procedures which are set forth in Humana's Provider Manual for Physicians, Hospitals, and Other Health Care Providers, or its successor (hereinafter referred to as the "Manual"), and bulletins or other written materials that may be promulgated by Humana from time to time to supplement the Manual. The Manual and updated policies and procedures may be issued and distributed by Humana in electronic format. Paper copies may be obtained by Provider upon written request. Revisions to such policies and procedures shall become binding upon Provider ninety (90) days after such notice to Provider by mail or electronic means, or such other period of time as necessary for Humana to comply with any statutory, regulatory and/or accreditation requirements.
- 7.2 Humana shall maintain an authorization procedure for Provider to verify coverage of Members under a Humana health benefits contract.

Notwithstanding anything to the contrary in this Agreement or in the Member's health benefits contract, **Provider** shall obtain authorization from **Humana** prior to the provision of those services for which **Humana** requires prior authorization. Prior to rendering any non-emergent service, **Provider** is responsible for determining if such service requires prior authorization by reviewing **Humana's** prior authorization requirements posted on <http://www.humana.com/providers/> (or any subsequent location as may be specified in the Manual or otherwise by written notice) or by contacting **Humana's** customer service phone number, as indicated on Member's identification card.

8. CREDENTIALING AND PROFESSIONAL LIABILITY INSURANCE

- 8.1 Participation under this Agreement by **Provider** and Participating Providers is subject to the satisfaction of all applicable credentialing and re-credentialing standards established by **Humana**. **Provider** shall provide **Humana**, or its designee, information necessary to ensure compliance with such standards at no cost to **Humana** or its designee. **Provider** agrees to use electronic credentialing and recredentialing processes when administratively feasible.
- 8.2 **Provider** shall maintain, at no expense to **Humana**, policies of comprehensive general liability, professional liability, and workers' compensation coverage, insuring **Provider** and **Provider's** employees and agents against any claim or claims for damages arising as a result of injury to property or person, including death, occasioned directly or indirectly in connection with the provision of Health Care Services contemplated by this Agreement and/or the maintenance of **Provider's** facilities and equipment. Upon request, **Provider** shall provide **Humana** with evidence of said coverage. **Provider** shall within ten (10) business days following service upon **Provider**, or such other period of time as may be required by any applicable law, rule or regulation, notify **Humana** in writing of any Member lawsuit alleging malpractice involving a Member.

9. PROVISION OF MEDICAL SERVICES

- 9.1 **Provider** shall provide Members all available Health Care Services within the normal scope of and in accordance with **Provider's** licenses, certifications and privileges to provide certain services as delineated by **Humana**. **Provider** agrees to comply with all requests for information related to **Humana** determination of **Provider's** privileging status. **Provider** shall not bill, charge, seek payment or have any recourse against **Humana** or Members for any amounts related to the provision of Health Care Services for which privileges have not been granted to **Provider** by **Humana**.
- 9.2 **Provider** shall maintain all medical equipment including, but not limited to, imaging, diagnostic and/or therapeutic equipment (hereinafter referred to as "**Equipment**") in acceptable working order and condition and in accordance with the Equipment manufacturer's recommendations for scheduled service and maintenance. Such Equipment shall be located in areas that promote patient and employee safety. **Provider** shall provide **Humana** or its agents with access to such Equipment for inspection and an opportunity to review all records reflecting Equipment maintenance and service history. Such Equipment shall only be operated by qualified technicians with appropriate training and required licenses and certifications.
- 9.3 Equipment owned and/or operated by **Provider** shall comply with all standards for use of such Equipment and technician qualifications established by **Humana**. **Provider** agrees to comply with all requests for information related to Equipment and **Provider's** and/or **Provider's** staff, qualifications for use of same. In the event: (i) **Provider's** Equipment fails to meet **Humana's** standards; or (ii) **Provider** declines to comply with **Humana's** standards for use of Equipment, **Provider** agrees that it will not use such Equipment while providing Health Care Services to Members and shall not bill, charge, seek payment or have any recourse against **Humana** or Members for any amounts for Health Care Services with respect to such Equipment.

10. STANDARDS OF PROFESSIONAL PRACTICE

- 10.1 Health Care Services shall be made available to Members without differentiation or discrimination on the basis of type of health benefits plan, source of payment, employment status, socioeconomic status, sex, sexual preference, age, race, ethnicity, religion, national origin, health status, disability,

military service or veterans' status. **Provider** shall provide Health Care Services to Members in the same manner as provided to its other patients and in accordance with prevailing practices and standards of care.

11. QUALITY AND UTILIZATION REVIEW DATA REQUESTED BY HUMANA

- 11.1 **Provider** agrees to participate in **Humana's** utilization review program, whether performed internally or by an external vendor of **Humana's** choosing, and to provide data requested by **Humana** to conduct quality and utilization review activities concerning **Humana** Members.
- 11.2 **Provider** agrees to obtain from Members authorization for **Humana's** review personnel to have access to Members during their term of treatment and to Members' medical records, and pursuant to such authorization, provide **Humana's** review personnel such access. **Provider** further agrees to furnish **Humana's** review personnel access to **Provider** and **Provider's** personnel during the term of a Member's treatment.

12. MEDICAL RECORDS

- 12.1 **Provider** shall prepare, maintain and retain as confidential the medical records of all Members receiving Health Care Services, and Members' other personally identifiable health information received from **Humana**, in a form and for time periods required by applicable state and federal laws, licensing requirements, accreditation and reimbursement rules and regulations to which **Provider** is subject, and in accordance with accepted medical practice. **Provider** shall obtain authorization of Members permitting **Humana** or its designee, and/or any state or federal agency as permitted by law, to obtain a copy and have access, upon reasonable request, to any medical record of Member related to Health Care Services provided by **Provider** pursuant to applicable state and federal laws. Medical records shall be provided by **Provider** to **Humana** at no cost to **Humana** or the Member. **Provider** will use best efforts to provide medical records electronically. If **Provider** utilizes a vendor to provide medical records to **Humana**, **Provider** agrees **Humana** is only obligated to pay the vendor the amount specified for medical records in this Agreement and further agrees to require its vendor to accept that amount as payment in full. Any expense for Medical Records in excess of the fees outlined in this Agreement shall be the responsibility of the **Provider**. Upon the written request of **Humana** and unless applicable law requires otherwise, **Provider** shall provide an agreed upon, electronic, automated means, at no cost, for **Humana** or its designee to access Member clinical information including, but not limited to, medical records for all **Humana** health plan functions including but not limited to case management, utilization management, claims review and audit, and claims adjudication.
- 12.2 Upon request from **Humana** or a Member, **Provider** shall transfer a complete copy of the medical records of any Member transferred to another physician and/or facility for any reason, including termination or expiration of this Agreement. The copy and transfer of medical records shall be made at no cost to **Humana** or the Member and shall be made within a reasonable time following the request, but in no event more than five (5) business days, except in cases of emergency where the transfer shall be immediate. **Provider** agrees that such timely transfer of medical records is necessary to provide for the continuity of care for Members. **Provider** agrees to pay court costs and/or legal fees incurred by **Humana** or the Member to enforce the terms of this provision.
- 12.3 **Provider** and **Humana** agree, and **Humana** will require its designee to agree, to maintain the confidentiality of information maintained in the medical records of Members, and information obtained from **Humana** through the verification of Member eligibility, as required by law. This **Section 12.3** shall survive any expiration or termination of this Agreement, regardless of the cause.

13. GRIEVANCE AND APPEALS PROCESS/BINDING ARBITRATION

- 13.1 **Grievance and Appeals Internal Administrative Review.** **Provider** shall cooperate and participate with **Humana** in grievance and appeals procedures to resolve disputes that may arise between **Humana** and its Members. **Provider** and **Humana** further agree that in the event they are unable to resolve disputes that may arise with respect to this Agreement, **Provider** will first exhaust any internal **Humana** administrative review or appeal procedures prior to submitting any matters to binding arbitration.

- 13.2 **Agreement to Arbitrate.** The parties agree that any dispute arising out of their business relationship which cannot be settled by mutual agreement shall be submitted to final and binding arbitration under the Healthcare Payor Provider Arbitration Rules of the American Arbitration Association (“AAA”), including disputes concerning the scope, validity or applicability of this agreement to arbitrate (“**Arbitration Agreement**”). The parties agree that this Arbitration Agreement is subject to, and shall be interpreted in accordance with, the Federal Arbitration Act, 9 U.S.C. §§ 1-16. No claim or allegation shall be excepted from this Arbitration Agreement, including alleged breaches of the Agreement, alleged violations of state or federal statutes or regulations, tort or other common law claims, and claims of any kind that a party to the Agreement has conspired or coordinated with, or aided and abetted, one or more third parties in violation of law. Without limiting the foregoing, this Arbitration Agreement requires arbitration of disputes involving antitrust, racketeering and similar claims. This Arbitration Agreement supersedes any prior arbitration agreement between the parties. The parties agree to arbitrate disputes arising from the parties’ business relationship prior to the effective date of the Agreement under the terms of this arbitration provision. This Arbitration Agreement, however, does not revive any claims that were barred by the terms of prior contracts, by applicable statutes of limitations or otherwise.
- 13.3 **Arbitration Process.** The arbitration shall be conducted by one neutral arbitrator selected by the parties from the AAA National Healthcare Panel of arbitrators. The arbitrator shall have prior professional, business or academic experience in health care, managed care or health insurance matters. In the event of an arbitration of antitrust claims, the arbitrator shall have prior professional, business or academic experience in antitrust matters. The arbitration shall be conducted in a location selected by mutual agreement or, failing agreement, at a location selected by the AAA that is no more than fifty (50) miles from **Provider’s** place of business. The cost of any arbitration proceeding(s) hereunder shall be borne equally by the parties. Each party shall be responsible for its own attorneys’ fees and such other costs and expenses incurred related to the proceedings, except to the extent the applicable substantive law specifically provides otherwise.
- 13.4 **Joinder; Class Litigation.** Any arbitration under this Arbitration Agreement shall be solely between **Humana** and **Provider**, shall not be joined with another lawsuit, claim, dispute or arbitration commenced by any other person, and may not be maintained on behalf of any purported class.
- 13.5 **Expense of Compelling Arbitration.** If either party commences a judicial proceeding asserting claims subject to this Arbitration Agreement or refuses to participate in an arbitration commenced by the other party, and the other party obtains a judicial order compelling arbitration of such claims, the party that commenced the judicial proceeding or refused to participate in an arbitration in violation of this Arbitration Agreement shall pay the other party’s costs incurred in obtaining an order compelling arbitration, including the other party’s reasonable attorneys’ fees.
- 13.6 **Judgment on the Decision and Award.** Judgment upon the decision and award rendered by an arbitrator under this Arbitration Agreement may be entered in any court having jurisdiction thereof

14. USE OF PROVIDER’S NAME

- 14.1 **Humana** may include the following information in any and all marketing and administrative materials published or distributed in any medium: **Provider’s** name, the names of all Participating Providers, **Provider’s** and Participating Providers’ telephone numbers, addresses, available services, and **Provider’s** Internet web-site address. **Humana** will provide **Provider** with access to such information or copies of such administrative or marketing materials upon request.
- 14.2 **Provider** may advertise or utilize marketing materials, logos, trade names, service marks, or other materials created or owned by **Humana** after obtaining **Humana’s** written consent. **Provider** shall not acquire any right or title in or to such materials as a result of such permissive use.
- 14.3 **Provider** agrees to allow **Humana** to distribute a public announcement of **Provider’s** affiliation with **Humana**.

15. PAYMENT

- 15.1 **Provider** shall accept payment from **Humana** for those Health Care Services provided to Members for which benefits are payable under a Member's health benefits contract (herein referred to as "**Covered Services**") provided to Member in accordance with the reimbursement terms in the Payment Attachment. **Provider** shall collect directly from Member any co-payment, coinsurance, or other Member cost share amounts (hereinafter referred to as "**Copayments**") applicable to the Covered Services provided and shall not waive, discount or rebate any such Copayments. Payments made in accordance with the Payment Attachment less the Copayments owed by Members pursuant to their health benefits contracts shall be accepted by **Provider** as payment in full from **Humana** for all Covered Services. This provision shall not prohibit collection by **Provider** from Member for any services not covered under the terms of the applicable Member health benefits contract. A reduction in payment as a result of claims policies and/or processing procedures is not an indication that the service provided is a non-covered service.
- 15.2 **Provider** agrees that payment may not be made by **Humana** for Health Care Services rendered to Members which are determined by **Humana** not to be Medically Necessary. "**Medically Necessary**" (or "**Medical Necessity**"), unless otherwise defined in the applicable Member health benefits contract, means services or supplies provided by a licensed, certified or approved, as applicable, hospital, physician or other health care provider to identify or treat a condition, disease, ailment, sickness or bodily injury and which, in the opinion of **Humana**, are: (i) consistent with the symptoms, diagnosis and treatment of the condition, disease, ailment, sickness or bodily injury; (ii) appropriate with regard to standards of accepted medical practice; (iii) not primarily for the convenience of the patient or the hospital, physician, or other health care provider; (iv) the most appropriate and cost-effective supply, setting, or level of service which safely can be provided to the patient; and (v) substantiated by records and documentation maintained by the provider of services. When applied to an inpatient, it further means that the patient's symptoms or condition requires that the services or the supplies cannot be provided safely to the patient as an outpatient. Notwithstanding anything to the contrary in this Agreement, **Provider** agrees that in the event of a denial of payment for Health Care Services rendered to Members determined not to be Medically Necessary by **Humana**, that **Provider** shall not bill, charge, seek payment or have any recourse against Member for such services. Notwithstanding the immediately preceding sentence: a) **Provider** may bill a Member who is enrolled in a Commercial plan for services determined not to be Medically Necessary only if **Provider** provides the Member with advance written notice that: (i) identifies the proposed services, (ii) informs the Member that such services may be deemed by **Humana** to be not Medically Necessary, and (iii) provides an estimate of the cost to the Member for such services and the Member agrees in writing in advance of receiving such services to assume financial responsibility for such services; and b) **Provider** may bill a Member who is enrolled in a Medicare Advantage plan for services determined not to be Medically Necessary only if either: (i) the Member's plan's evidence of coverage states the specific service is never covered; or (ii) before providing the service: A) **Provider** requests an advance coverage determination ("ACD"); B) **Humana's** ACD determination is that the service is non-covered; and C) Member, nevertheless, agrees to receive the service and be responsible for payment of it; and, after providing the service: D) **Provider** submits a claim to **Humana** with a charge for that service reported as required by **Humana** policy.
- 15.3 **Provider** agrees that **Humana** may recover overpayments made to **Provider** by **Humana** by offsetting such amounts from later payments to **Provider**, including, without limitation, making retroactive adjustments to payments to **Provider** for errors and omissions relating to data entry errors and incorrectly submitted claims or incorrectly applied discounts. **Humana** shall provide **Provider** thirty (30) days advance written notice of **Humana's** intent to offset such amounts prior to deduction of any monies due. If **Provider** does not refund said monies or request review of the overpayments described in the notice within thirty (30) days following receipt of notice from **Humana**, **Humana** may without further notice to **Provider** deduct such amounts from later payments to **Provider**. **Humana** may make retroactive adjustments to payments for a period not to exceed eighteen (18) months from original date of payment or such other period as may be required or allowed by applicable law.

- 15.4 In the event **Humana** has access to **Provider's**, or a Participating Provider's, services through one or more other agreements or arrangements in addition to this Agreement, **Humana** will determine under which agreement payment for Covered Services will be made.
- 15.5 Nothing contained in this Agreement is intended by **Humana** to be a financial incentive or payment that directly or indirectly acts as an inducement for **Provider** to limit Medically Necessary services.
- 15.6 Notwithstanding any other reimbursement terms specified in this Agreement, for all Covered Services rendered to Medicare Advantage Members (including but not limited to Members enrolled in Medicare-Medicaid alignment plans or their equivalent) the reimbursement for which under this Agreement is determined in whole or in part by a Medicare reimbursement methodology, the final payment amount to **Provider** as determined under this Agreement shall be reduced in the same manner as the reduction in the final payment amount that CMS is applying to provider payments in Medicare Parts A and/or B pursuant to the Balanced Budget and Emergency Deficit Control Act of 1985, as amended by the Budget Control Act of 2011, or any successor legislation ("Sequestration"). This provision is effective April 1, 2013 and shall apply for the duration of the time in which Sequestration reductions apply to provider payments under Medicare Parts A and/or B.

16. SUBMISSION OF CLAIMS

- 16.1 **Provider** shall submit all claims and encounters to **Humana** or its designee, as applicable, using the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") compliant 837 electronic format, or a UB-04 and/or a CMS 1500 paper format (in accordance with industry standard), or their successors. Claims and encounters will utilize HIPAA compliant Code Sets for all coded values. Claims shall include the **Provider's** NPI and the valid taxonomy code that most accurately describes the Health Care Services reported on the claim. Claims shall be submitted within ninety (90) days from the date of service or within the time specified by applicable state law. **Humana** may, in its sole discretion, deny payment for any claim(s) received by **Humana** after the later of ninety (90) days from the date of service, or the time specified by applicable state law. **Provider** acknowledges and agrees that at no time shall Members be responsible for any payments to **Provider** except for applicable Copayments and non-covered services provided to such Members.
- 16.2 **Humana** will process **Provider** claims which are accurate and complete in accordance with **Humana's** normal claims processing procedures and applicable state and/or federal laws, rules and regulations with respect to the timeliness of claims processing. Such claims processing procedures and edits may include, without limitation, automated systems applications which identify, analyze and compare the amounts claimed for payment with the diagnosis codes and which analyze the relationships among the billing codes used to represent the Health Care Services provided to Members. These automated systems may result in an adjustment of the payment to the **Provider** for the Health Care Services or in a request, prior to payment, for the submission for review of medical records that relate to the claim. **Provider** may request reconsideration of any adjustments produced by these automated systems by submitting a timely request for reconsideration to **Humana**. A reduction in payment as a result of claims policies and/or processing procedures is not an indication that the service provided is a non-covered service. In no event may **Provider** bill a Member for any amount adjusted in payment. In no event may **Provider** bill a Member for any amount adjusted in payment.
- 16.3 Unless applicable law mandates submission may be in paper format, **Provider** shall submit all claims, encounters, and clinical data to **Humana** by electronic means available and accepted as industry standard, which may include claims clearinghouses or electronic data interface companies used by **Humana**. **Provider** acknowledges that **Humana** may market certain products that will require electronic submission of claims and clinical data in order for **Provider** to participate. **Provider** shall notify **Humana** when they have completed their transition to Electronic Medical Records and agrees to provide information on the status to **Humana** upon request. Unless applicable law mandates submission may be in paper format, **Provider** shall submit to **Humana** all **Humana** required clinical data (including, but not limited to, laboratory data) by available electronic means within thirty (30) days of the date of service or within the time specified by applicable law.

17. COORDINATION OF BENEFITS

- 17.1 When a Member has coverage, other than with **Humana**, which requires or permits coordination of benefits from a third party payor in addition to **Humana**, **Humana** will coordinate its benefits with such other payor(s). In all cases, **Humana** will coordinate benefits payments in accordance with applicable laws and regulations and in accordance with the terms of its health benefits contracts. When permitted to do so by such laws and regulations and by its health benefits contracts, **Humana** will pay the lesser of: (i) the amount due under this Agreement; (ii) the amount due under this Agreement less the amount payable or to be paid by the other payor(s); or (iii) the difference between the primary Payor's allowed amount and the amount paid by the other payor(s). In no event, however, will **Humana**, when its plan is a secondary payor, pay an amount, which, when combined with payments from the other payor(s), exceeds the rates set out in this Agreement; provided, however, if Medicare is the primary payer, **Humana** will, to the extent required by applicable law, regulation or Centers for Medicare and Medicaid Services ("**CMS**") Office of Inspector General ("**OIG**") guidance, pay **Provider** an amount up to the amount **Humana** would have paid, if it had been primary, toward any applicable unpaid Medicare deductible or coinsurance.

18. NO LIABILITY TO MEMBER FOR PAYMENT

- 18.1 **Provider** agrees that in no event, including, but not limited to, nonpayment by **Humana**, **Humana's** insolvency or breach of this Agreement, shall **Provider** or any Participating Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than **Humana** (or the payor issuing the health benefits contract administered by **Humana**) for Health Care Services provided by **Provider**. This provision shall not prohibit collection by **Provider** from Member for any non-covered service and/or Copayments in accordance with the terms of the applicable Member health benefits contract.
- 18.2 **Provider** further agrees that: (i) this provision shall survive the expiration or termination of this Agreement regardless of the cause giving rise to expiration or termination and shall be construed to be for the benefit of the Member; (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between **Provider** and Member or persons acting on their behalf; and (iii) this provision shall apply to all employees, agents, trustees, assignees, subcontractors, and independent contractors of **Provider**, and **Provider** shall obtain from such persons specific agreement to this provision.
- 18.3 Any modification to this **Section 18** shall not become effective unless approved by the Commissioner of Insurance, in the event such approval is required by applicable state law or regulation, or such changes are deemed approved in accordance with state law or regulation.

19. ACCESS TO INFORMATION

- 19.1 **Provider** agrees that **Humana** or its designee, or any state or federal regulatory agency as required by law, shall have reasonable access and an opportunity to examine **Provider's** financial and administrative records as they relate to Health Care Services provided to Members during normal business hours, on at least **seventy-two (72) hours** advance notice, or such shorter notice as may be imposed on **Humana** by a federal or state regulatory agency or accreditation organization.

20. NEW PRODUCT INTRODUCTION AND NETWORK SELECTION

- 20.1 From time to time during the term of this Agreement, **Humana** may develop or implement new products. Should **Humana** offer participation in any such new product to **Provider**, **Provider** shall be provided with ninety (90) days' written notice prior to the implementation of such new product. If **Provider** does not object in writing to its participation in such new product within such ninety (90) day notice period, **Provider** shall be deemed to have accepted participation in the new product. In the event **Provider** objects to its participation in a new product, the parties shall confer in good faith to reach agreement on the terms of **Provider's** participation. If agreement on such new product cannot be reached, such new product shall not apply to this Agreement.

- 20.2 **Humana** may in its discretion, establish, develop, manage and market provider networks in which **Provider** may not be selected to participate. In addition, **Provider** agrees to participate as a network provider in health benefits plans that **Humana** may establish, develop and/or manage that have varying Member Copayment obligations on services provided by **Humana** participating providers, including **Provider**.

21. ASSIGNMENT

- 21.1 The assignment by **Provider** of this Agreement or any interest hereunder shall require the prior written consent of **Humana**, which may be granted or withheld in **Humana's** sole discretion. Any attempt by **Provider** to assign this Agreement or any interest hereunder without complying with the terms of this section shall be void and of no effect, and **Humana**, at its option, may elect to terminate this Agreement upon thirty (30) days' written notice to **Provider**, without any further liability or obligation to **Provider**. Such right of termination shall be in addition to and not a limitation of any and all other remedies that may be available to **Humana** at law or in equity in connection with such impermissible assignment. **Humana** may assign this Agreement in whole or in part to any purchaser of or successor to the assets or operations of **Humana**, or any affiliate of **Humana**, provided that the assignee agrees to assume **Humana's** obligations under this Agreement. For purposes of this Agreement, the term "assignment" shall include a change of control of **Provider** by (i) consolidation or merger with or into any entity that, giving effect to any such transaction, results in the beneficial owners of the outstanding voting securities or other ownership interests of **Provider** immediately prior to such transaction owning less than thirty-three percent (33%) of such securities or interests after such transaction; (ii) sale, transfer or other disposition of all or substantially all of the assets of **Provider**; or (iii) acquisition by any entity, or group of entities acting in concert, of beneficial ownership of thirty-three percent (33%) or more of the outstanding voting securities or other ownership interests of **Provider**.

22. COMPLIANCE WITH REGULATORY REQUIREMENTS

- 22.1 **Provider** acknowledges, understands and agrees that this Agreement may be subject to the review and approval of state regulatory agencies with regulatory authority over the subject matter of this Agreement. Any modification of this Agreement requested by such agencies or required by applicable law or regulations shall be incorporated herein as provided in **Section 24.10**, of this Agreement.
- 22.2 **Provider** and **Humana** agree to be bound by and comply with the provisions of all applicable state and/or federal laws, rules and regulations. The alleged failure by either party to comply with applicable state and federal laws or regulations shall not be construed as allowing either party a private right of action against the other in any court, administrative or arbitration proceeding in matters in which such right is not recognized or authorized by such law or regulation. If **Provider** violates any of the provisions of applicable state and/or federal laws, rules and regulations, or commits any act or engages in conduct for which **Provider's** or other Participating Providers' professional license, certification, registration or accreditation is revoked or suspended, or otherwise is restricted by any state licensing or certification agency by which **Provider** or Participating Providers are licensed or certified, **Humana** may immediately terminate this Agreement or any individual Participating Provider.
- 22.3 **Provider** shall procure and maintain for the term of this Agreement such accreditation, certification, licensure and/or registration as is required under all applicable state and federal laws and regulations, and further shall ensure appropriate accreditation, certification, licensure and/or registration of all of its Participating Providers required to be so accredited, certified, licensed and/or registered, in accordance with all applicable state and federal laws, rules and regulations. **Provider** shall notify **Humana** immediately of any suspensions, revocations, restrictions or any other changes in its or its Participating Providers' accreditation, certification, licensure or registration status.

23. DISPUTE RESOLUTION/LIMITATIONS ON PROCEEDINGS

- 23.1 **Provider** and **Humana** agree that in the event they are unable to resolve disputes that may arise with respect to this Agreement, **Provider** will first exhaust any internal **Humana** administrative review or appeal mechanisms prior to submitting any matters to binding arbitration.

- 23.2 **Provider** may contest the amount of the payment, denial or nonpayment of a claim only within a period of eighteen (18) months following the date such claim was paid, denied or not paid by the required date by **Humana**. In order to contest such payments, **Provider** shall provide to **Humana**, at a minimum, in a clear and acceptable written format, the following information: Member name and identification number, date of service, relationship of the Member to the patient, claim number, name of the provider of the services, charge amount, payment amount, the allegedly correct payment amount, difference between the amount paid and the allegedly correct payment amount, and a brief explanation of the basis for the contestation. **Humana** will review such contestation(s) and respond to **Provider** within sixty (60) days of the date of receipt by **Humana** of such contestation.

24. MISCELLANEOUS PROVISIONS

- 24.1 **SEVERABILITY.** If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be reformed, if possible, to conform to law, and if reformation is not possible, that part shall be deleted, and the other parts of this Agreement shall remain fully effective.
- 24.2 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the applicable laws of the state in which Health Care Services are provided. The parties agree that applicable state and/or federal laws and/or regulations may make it necessary to include in this Agreement specific provisions relevant to the subject matter contained herein. Such state law provisions, if any, are set forth in the State Law Coordinating Provisions Attachment. Such federal law provisions, if any, are set forth in the Medicare Advantage Provisions Attachment. The parties agree to comply with any and all such provisions and in the event of a conflict between the provisions in the State Law Coordinating Provisions Attachment and/or the Medicare Advantage Provisions Attachment and any other provisions in this Agreement, the provisions in those attachments, as applicable, shall control. In the event that state and/or federal laws, rules or regulations enacted after the Effective Date expressly require specific language be included in this Agreement, such provisions are hereby incorporated by reference without further notice by or action of the parties and such provisions shall be effective as of the effective date stated in such laws, rules or regulations.
- 24.3 **WAIVER.** The waiver, whether express or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent or continuing breach of the same provision. In addition, the waiver of one of the remedies available to either party in the event of a default or breach of this Agreement by the other party shall not at any time be deemed a waiver of a party's right to elect such remedy at any subsequent time if a condition of default continues or recurs.
- 24.4 **NOTICES.** Any notices, requests, demands or other communications, except notices of changes in policies and procedures pursuant to **Section 7**, required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given: (i) on the date of personal delivery; or (ii) provided such notice, request, demand or other communication is received by the party to which it is addressed in the ordinary course of delivery: (a) on the third day following deposit in the United States mail, postage prepaid, or by certified mail, return receipt requested; (b) on the date of transmission by facsimile transmission; or (c) on the date following delivery to a nationally recognized overnight courier service, each addressed to the other party at the address set forth below their respective signatures to this Agreement, or to such other person or entity as either party shall designate by written notice to the other in accordance herewith. **Humana** may also provide such notices to **Provider** by electronic means to the e-mail address of **Provider** set forth on the Cover Sheet to this Agreement or to other e-mail addresses **Provider** provides to **Humana** by notice as set forth herein. Unless a notice specifically limits its scope, notice to any one party included in the term "**Provider**" or "**Humana**" shall constitute notice to all parties included in the respective terms.
- 24.5 **CONFIDENTIALITY.** **Provider** agrees that the terms of this Agreement and information regarding any dispute arising out of this Agreement are confidential, and agrees not to disclose the terms of this Agreement nor information regarding any dispute arising out of this Agreement to any third party without the express written consent of **Humana**, except pursuant to a valid court order, or when disclosure is required by a governmental agency. Notwithstanding anything to the contrary

herein, the parties acknowledge and agree that **Provider** may discuss the payment methodology included herein with Members requesting such information.

- 24.6 **COUNTERPARTS, HEADINGS AND CONSTRUCTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. The headings in this Agreement are for reference purposes only and shall not be considered a part of this Agreement in construing or interpreting any of its provisions. Unless the context otherwise requires, when used in this Agreement, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require. It is the parties' desire that if any provision of this Agreement is determined to be ambiguous, then the rule of construction that such provision is to be construed against its drafter shall not apply to the interpretation of the provision.
- 24.7 **INCORPORATION OF ATTACHMENTS.** All attachments attached hereto are incorporated herein by reference.
- 24.8 **FORCE MAJEURE.** Neither party to this Agreement shall be deemed to breach its obligations under this Agreement if that party's failure to perform under the terms of this Agreement is due to an act of God, riot, war or natural disaster.
- 24.9 **ENTIRE AGREEMENT.** This Agreement, including the attachments, addenda and amendments hereto and the documents incorporated herein, constitutes the entire agreement between **Humana** and **Provider** with respect to the subject matter hereof, and it supersedes any prior or contemporaneous agreements, oral or written, between **Humana** and **Provider**.
- 24.10 **MODIFICATION OF AGREEMENT.** This Agreement may be amended in writing as mutually agreed upon by **Provider** and **Humana**. In addition, **Humana** may amend this Agreement upon ninety (90) days' written notice to **Provider**. Failure of **Provider** to object in writing to such amendment during the ninety (90) day notice period shall constitute acceptance of such amendment by **Provider**.

Each party to this Agreement represents that it has full power and authority to enter into this Agreement and the person signing below on behalf of either party represents that they have been duly authorized to enter into this Agreement on behalf of the party they represent. This Agreement is effective as of the Effective Date of .

**PROVIDER
AUTHORIZED SIGNATORY**

HUMANA

Legal Entity: City of Fishers

Signature:

Provider DBA Name: Fishers Health Department

Printed Name:

Signature:

Title:

Printed Name:

Date:

Title:

Date:

Tax ID: 351361390

Address For Notice:

Provider:

Humana:

<u>Provider</u> :	<u>Copy to:</u>
City of Fishers DBA Fishers Health Department	Humana Inc
8939 TECHNOLOGY DR	Attn: Law Department
	P.O. Box 1438
FISHERS, IN, 460382835	Louisville, Kentucky 40201-1438

PRODUCT PARTICIPATION LIST

ATTACHMENT

Provider agrees to participate in the health benefits plan(s) selected below, whether self-funded or fully insured, that are offered or administered by **Humana**.

Health Benefits Plan (Check only those which apply)

Commercial PPO Plans	X
Commercial HMO Plans	X
Commercial POS Plans	X
Commercial EPO Plans	X
Medicare PPO Plans	X
Medicare POS Plans	X
Medicare Network PFFS Plans	X
Medicare HMO Plans	X
PathWays for Aging Program	X

HUMANA'S UTILIZATION REVIEW PROGRAM

ATTACHMENT

Humana interventions can occur throughout the continuum of care. The channels for that engagement can include telephone, on-site engagement and written communication. **Provider** agrees to participate in and cooperate with **Humana's** utilization review program that includes, but is not limited to, the following processes:

1. **Provider** agrees to verify that the Member's physician has obtained pre-authorization approval of the admission from **Humana** for all non-emergency admissions and surgical cases.
2. **Provider** agrees to notify **Humana's** admission review department of all admissions within twenty-four (24) hours of admission.
3. **Provider** agrees to notify **Humana** on a daily basis, of Members who have been discharged or transferred from **Provider**.
4. **Provider** agrees to obtain authorization from Members at time of admission for the **Provider** to release medical records to **Humana** and for **Humana's** review personnel to review the Member's medical records during hospitalization and after discharge.
5. **Provider** agrees to allow **Humana** review personnel to have access to Member's medical records and to Members to undertake concurrent review. This access can be either telephonic or on site.
6. **Provider** agrees to cooperate with **Humana's** review personnel in discharge planning for Members.
7. **Provider** agrees to make adequate space available, when needed, in the medical records department for **Humana's** review personnel to carry out review activities or cooperate with telephonic reviews. **Provider** agrees to allow **Humana** access to electronic records when that is the only way to view a medical record.
8. Upon discharge of Members, **Provider** agrees to submit a completed claim form, in the format specified in the Agreement for each Member to **Humana** with the admitting and discharge diagnosis recorded and coded.
9. **Provider** agrees to allow **Humana's** review personnel to photocopy any portion of the medical records of Members.
10. **Provider** agrees to release copies of medical records to **Humana** of Members who have been discharged from **Provider** for retrospective review and special studies.

STATE LAW COORDINATING PROVISIONS

ATTACHMENT

INDIANA

Humana and **Provider** agree that the following provisions are incorporated into the Agreement solely to the extent specifically required to ensure compliance with applicable Indiana laws, rules and regulations. To the extent this Agreement covers any Medicare Advantage line(s) of business, the parties further agree that none of the provisions of this Attachment apply to same.

1. Notwithstanding anything to the contrary in the Agreement, **Humana** may amend the Agreement upon not less than forty-five (45) days written notice to **Provider** before the proposed effective date of the amendment. Upon receipt of such notice, **Provider** may terminate the Agreement without penalty by informing **Humana** that **Provider** chooses not to approve the amendment. Such notice must be in writing and given not later than fifteen (15) days after **Provider** receives notice of the proposed amendment. Termination of the Agreement under these circumstances is effective: (a) ninety (90) days after **Humana** receives written notice from **Provider** that **Provider** does not approve the amendment; or (b) on such earlier date mutually agreed upon by the parties. If **Humana** receives such notice from **Provider**, such amendment shall not apply to the Agreement. If **Provider** elects to terminate the Agreement under this provision, **Provider** shall, except in any emergency, before providing services to a Member who is covered by the Agreement, notify the Member that the Agreement has been or will be terminated. This provision does not apply to an amendment to the Agreement that is required to comply with a state or federal law.

2. Notwithstanding any other provision of this Agreement, at such time as **Provider** may, under the terms of **Section 7**, terminate this Agreement, **Provider** must give at least sixty (60) days advance written notice before terminating this Agreement unless **Provider** provides thirty percent (30%) or more of the Covered Services provided to those Members enrolled in products offered by **Humana** in Indiana, in which case, **Provider** must give at least one hundred twenty (120) days advance written notice.

3. Notwithstanding any other provision of this Agreement, **Provider**, shall, upon the request of a Member, continue to treat the Member for up to sixty (60) days following the termination of this Agreement, and in the case of a pregnant Member in the third trimester of pregnancy, throughout the term of the Member's pregnancy. **Provider** shall, upon the request of a Member, continue to treat the Member until the earlier of the following: (i) for up to sixty (60) days following the termination of this Agreement; or (ii) the Member is released from inpatient status. During this continuation period, **Provider** shall agree: (i) to continue to accept payment under the contract terms and conditions of this Agreement, together with payment of any applicable Copayments, as payment in full; and (ii) not to bill or collect from the Member any amounts in excess of the Member's applicable Copayment.

4. **Provider** shall post in a conspicuous public location, in each place where health care services are provided under this Agreement, a notice to Members of their right to file a grievance with their health maintenance organization. This notice shall be in bold face type at least one half (1/2) inch in height and must contain the following or substantially similar language:

"We participate in the following HMOs: [list names of and toll free number of participating HMOs]. If you have coverage through one of these HMOs and have a complaint or grievance, you may call the HMO at its toll free number listed above. The HMO is required by law to try to resolve your complaint or grievance. You may also register a complaint with the Indiana Department of Insurance at 1-800-622-4461. The HMO cannot retaliate against you or your provider for making a complaint."

The notice must also contain the telephone number and address at which complaints and grievances may be filed.

PROVIDER REIMBURSEMENT
ATTACHMENT
Commercial Plans

Provider agrees to accept as payment in full from **Humana** for Covered Services rendered to Members, the lesser of **Provider's** billed charges or the amount specified below, less any Copayments due from Member.

Service:	Reimbursement:
Drugs & Biologicals	100% of Humana's 201-544 fee schedule
In-office Laboratory and Pathology Services are limited to codes listed on Humana's Nat'l Lab Table 2988	45% of Humana's 005-460 fee schedule
HCPCS codes, listed on Humana's Nat'l DME, Supply & Orthotics Table 283	75% of Humana's 005-460 fee schedule
Physical Therapy, Occupational Therapy & Speech Therapy Codes: 97001 - 98943, 92506 - 92508	75% of Humana's 005-460 fee schedule
All other services	100% of Humana's 201-518 fee schedule
Physician Extender Services (Except for Drugs & Biologicals, Laboratory and Pathology Services, HCPCS and Therapy codes which pay as outlined above).	80% of Humana's 201-518 fee schedule
Any service/code for which reimbursement is not specified above (except for in-office laboratory services not listed on Humana's National Lab Table 2988): Physician Extenders	100% of Humana's 005-460 fee schedule 80% of Humana's 005-460 fee schedule

Claims filed with an "unlisted" service or procedure code must include documentation of the service provided. The documentation must include a written description of the service and the appropriate medical reports related to the service, including the NDC number for drugs or a copy of the invoice for equipment, if applicable. Unlisted procedure codes are defined as CPT or HCPCS code descriptions that include one of the following "NOC, NEC, NOS, unlisted, not specified, miscellaneous or special report". Each claim will be reviewed manually and **Humana** will assign the allowable fee based on established fees for comparable services.

Medicare Advantage

Provider agrees to accept as payment in full from **Humana** for Covered Services rendered to Members, the **lesser** of **Provider's** billed charges or the amount specified below, less any Copayments due from Member.

Plan / Service:	Reimbursement:
Drugs & Biologicals	100% of Humana 's 201-544 fee schedule
Laboratory & Pathology Services are limited to codes listed on Humana's Nat'l Lab Table 2988	45% of Humana's 005-460 fee schedule
HCPCS codes, listed on Humana's Nat'l DME, Supply & Orthotics Table 283	75% of Humana's 005-460 fee schedule
Physical Therapy, Occupational Therapy & Speech Therapy Codes: 97001 - 98943, 92506 - 92508	75% of Humana's 005-460 fee schedule
All other services	85% of Humana 's 005-460 fee schedule
Physician Extender Services Except for Drugs & Biologicals, Laboratory & Pathology services, HCPCS and Therapy codes which pay as outlined above	72% of Humana 's 005-460 fee schedule

Claims filed with an "unlisted" service or procedure code must include documentation of the service provided. The documentation must include a written description of the service and the appropriate medical reports related to the service, including the NDC number for drugs or a copy of the invoice for equipment, if applicable. Unlisted procedure codes are defined as CPT or HCPCS code descriptions that include one of the following "NOC, NEC, NOS, unlisted, not specified, miscellaneous or special report". Each claim will be reviewed manually and **Humana** will assign the allowable fee based on established fees for comparable services

FEE SCHEDULE DESCRIPTIONS

201-518 Fee Schedule

Humana's (201-518) fee schedule is based upon a modified version of the 2006 Medicare Resource Based Relative Value Scale ("**RBRVS**") fee schedule and payment systems, including the site-of-service payment differential. Various percentages are applied by **Humana** to the fees in the schedule for specific Current Procedural Terminology ("**CPT**") and Healthcare Common Procedure Coding System ("**HCPCS**") codes or ranges of CPT and HCPCS codes.

Humana may modify schedule (201-518) to include codes and/or fees for services that are not included in this fee schedule hereinafter ("**Gap Codes**"). In most cases, the Gap Codes are adjusted by Humana using the relative value unit ("**RVU**") multiplied by Medicare's conversion factor and geographic factor to assign the fee at the same percentage applied by Humana for other codes within that code range.

Additionally, **Humana** may incorporate new CPT and HCPCS codes into schedule (201-518). The fee attributable to such code(s) will be determined by applying the same percentage as **Humana** applied to other codes within such code range to that code's RBRVS which is current as of the date of creation of the code.

Periodic updates for new CPT codes, HCPCS codes and/or Gap Codes, or for modification of fees resulting from adjustments to a code's RVU as specified above, shall be incorporated into schedule (201-518) without notice to **Physician**, but will be available to **Provider** upon request. **Humana** may make other adjustments and modifications to this fee schedule. In such cases, **Humana** will provide **Physician** a ninety (90) day written notice prior to implementation of any other modifications and adjustments to schedule (201-518).

005-460 Fee Schedule

Humana's (005-460) fee schedule is based on the Medicare Resource-Based Relative Value Scale, RBRVS, fee schedule and payment systems, for the state of Indiana , locality 00, including the site-of-service payment differential, in effect as of the effective date of this Agreement and will change thereafter to reflect the updates to the schedules made by the Centers for Medicare and Medicaid Services ("**CMS**"). Depending upon the services and/or supplies in question, "payment system(s)" as referenced in the immediately preceding sentence is inclusive of, but not limited to, Durable Medical Equipment, Prosthetics/Orthotics, and Supplies ("**DMEPOS**") Fee Schedule and Clinical Laboratory Fee Schedule, or its/their successors, as applicable.

Additionally, **Humana** will adjust the schedule to include and assign fees for services, which are not covered by RBRVS (hereinafter "**Gap Codes**"). In most cases, the Gap Codes are adjusted by **Humana** using the relative value unit ("**RVU**") multiplied by Medicare's conversion factor and geographic factor to assign the fee.

Such updates by CMS and any corresponding adjustments by **Humana** shall be incorporated herein without notice to the Provider, but will be available to the Provider upon request. **Humana** may make other adjustments and modifications to the fee schedule. In such cases, **Humana** will provide to Provider a ninety (90) day written notice prior to implementation of any other modifications and adjustments to the fee schedule.

201-544 Fee Schedule:

Humana's injectable fee schedule (201-544) uses a percentage of the CMS Average Sales Price (ASP) or other industry standard as the basis of the 201-544 fee schedule. The fee schedule also includes but is not limited to the following administration codes: 90460, 90461, 90470, 90471, 90472, 90473, and 90474. Notwithstanding anything to the contrary in the Agreement, in the event the basis for the schedule is changed from a percentage of ASP or other industry standard to another basis or methodology, then **Humana** will provide ninety (90) days advance notice to **Provider**, of the new basis. The list of codes and associated fees are reviewed and updated quarterly to reflect market pricing. These quarterly updates, if any, as well as any change in the basis may result in fees being adjusted either upward or downward. These updates shall be incorporated in the **Humana** injectable fee schedule (201-544) without notice to **Provider**, but will be made available to **Provider**, upon written request.

FEE SCHEDULE SAMPLES

Humana has provided a representative sample of these fee schedules to **Provider** prior to **Provider's** execution of this Agreement, and thereafter will supply a sample upon written request by **Provider**. **Provider** hereby acknowledges receipt of fee schedule sample.

EQUIPMENT AND SUPPLIES

Provider and other Participating Providers shall provide only those laboratory, injectable, infusion therapies, durable medical equipment, radiology, nuclear medicine, physical therapy and other ancillary health care services which Participating Provider is qualified to provide by license, certification, and state and/or federal law.

ANCILLARY SERVICES

Provider agrees to provide only those laboratory, injectable, infusion therapies, durable medical equipment, radiology, nuclear medicine, physical therapy and other ancillary health care services which **Provider** is qualified to provide by license, certification, and state and/or federal law.

VARIABLE COPAYMENTS

Provider understands that **Humana** may market or administer products that contain variable Copayment amounts due from the Member for Covered Services based on the medical specialty of certain **Providers** and the unit costs or reimbursement rates provided for in provider participation agreements. **Provider** agrees to participate in such products and to bill and accept as payment in full for Covered Services rendered to Members in such products the reimbursement rates set forth above, less any Copayments, coinsurance, deductibles or other cost-share amounts due from such Member. Inquiries regarding specific **Humana** products should be directed to **Humana**.

In circumstances where the Member's Copayment for a Covered Service is equal to or greater than the rate set forth herein for that service, **Provider** agrees to accept as payment in full for the service the Member's Copayment, not to exceed the rates set forth herein. Furthermore, in such cases, **Provider** agrees to refund to Member the difference, if any, between the Copayment collected from the Member and such rate.

PROVIDER LOCATIONS

ATTACHMENT

(To be provided by **Provider** prior to execution of this Agreement)

The following is a list of **Provider's** locations, including address, tax identification number, specialty services available for each service location included in this Agreement and other **Provider** personnel who will be providing services to **Humana** Members under this Agreement. **Provider** shall provide **Humana** with no less than sixty (60) days prior written notice of any addition, change or closing of a location. Any such addition, change or closing shall not affect the other locations and shall be subject to **Humana's** approval, which shall not be unreasonably withheld. Failure to obtain **Humana's** prior approval may result, in **Humana's** sole and complete discretion, in the termination of such location from participation under this Agreement. **Provider** will provide updates of this listing to **Humana** on a quarterly basis.

Legal Name	Facility Type	DBA	Tax ID	Physical Address	City	State	Zip code
City of Fishers	Public Health Department	Fishers Health Department	351361390	8937 Technology Drive	Fishers	IN	46038

MEDICARE ADVANTAGE PROVISIONS

ATTACHMENT

The following additional provisions ("Medicare Advantage Provisions") relate specifically to Medicare Advantage products and plans and are hereby incorporated by reference into the Agreement.

- a) **Provider** agrees to: (i) abide by all state and federal laws regarding confidentiality, privacy and disclosure of medical records or other health and enrollment information, (ii) ensure that medical information is released only in accordance with applicable state and/or federal law, or pursuant to court orders or subpoenas, (iii) maintain all Member records and information in an accurate and timely manner, and (iv) allow timely access by Members to the records and information that pertain to them.
- b) **Humana** and **Provider** agree that **Humana** will process all claims for Covered Services which are accurate and complete within thirty (30) days from the date of receipt.
- c) **Provider** agrees that in no event, including, but not limited to, nonpayment by **Humana**, **Humana's** insolvency or breach of this Agreement, shall **Provider** bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than **Humana** (or the payor issuing the health benefits contract administered by **Humana**) for Covered Services provided by **Provider** for which payment is the legal obligation of **Humana**. This provision shall not prohibit collection by **Provider** from Member for any non-covered service and/or Copayments in accordance with the terms of this Agreement and the applicable Member health benefits contract. **Provider** further agrees that: (i) this provision shall survive the expiration or termination of this Agreement regardless of the cause giving rise to expiration or termination and shall be construed to be for the benefit of the Member; (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between **Provider** and Member or persons acting on their behalf; and (iii) this provision shall apply to all employees, agents, trustees, assignees, subcontractors, and independent contractors of **Provider**, and **Provider** shall obtain from such persons specific agreement to this provision.
- d) **Provider's** performance of services under the Agreement shall be consistent and in compliance with **Humana's** contractual obligations under its Medicare Advantage contract(s). **Provider** agrees to cooperate with and assist **Humana** in its efforts to comply with its Medicare Advantage contract(s) and/or Medicare Advantage rules and regulations and to assist **Humana** in complying with corrective action plans necessary for **Humana** to comply with such rules and regulations.
- e) **Provider** agrees that nothing in the Agreement shall be construed as relieving **Humana** of its responsibility for performance of duties agreed to through its Medicare Advantage contracts existing now or entered into in the future with CMS.
- f) **Provider** agrees to comply with and be subject to all applicable Medicare program laws, rules and regulations, reporting requirements, and CMS instructions as implemented and amended by CMS. This includes, without limitation the rights of **Humana** and applicable, federal and state regulatory agencies including, but not limited to, HHS, the Comptroller General or their designees to evaluate, inspect and audit **Provider's** operations, books, records, and other documentation and pertinent information related to **Provider's** obligations under the Agreement, as well as all other state and federal laws, rules and regulations applicable to individuals and entities receiving federal funds. **Provider** further agrees that such rights to inspect, evaluate and audit any pertinent information for any particular contract period will exist through ten (10) years from the final date of the contract period between **Humana** and CMS or from the date of completion of any audit, whichever is later, and agrees to cooperate, assist and provide information as requested by such entities.
- g) **Provider** agrees to retain all contracts, books, documents, papers and other records related to the provision of services to Medicare Advantage Members and/or as related to **Provider's** obligations under the Agreement for a period of not less than ten (10) years from: (i) each successive December 31; or (ii) the end of the contract period between **Humana** and CMS; or (iii) from the date of completion of any audit, whichever is later.
- h) **Provider** agrees in the event certain identified activity(ies) have been delegated to **Provider** under the Agreement, any sub-delegation of the noted activity(ies) by **Provider** requires the prior written approval of **Humana**. Notwithstanding anything to the contrary in the Agreement, **Humana** will

monitor **Provider's** performance of any delegated activity(ies) on an ongoing basis and hereby retains the right to modify, suspend or revoke such delegated activity(ies) in the event **Humana** and/or CMS determines, in their discretion, that **Provider** is not meeting or has failed to meet its obligations under the Agreement related to such delegated activity(ies). In the event that **Humana** has delegated all or any part of the claims payment process to **Provider** under the Agreement, **Provider** shall comply with all prompt payment requirements to which **Humana** is subject. **Humana** agrees that it shall review the credentials of **Provider** or, if **Humana** has delegated the credentialing process to **Provider**, **Humana** shall review and approve **Provider's** credentialing process and audit it on an ongoing basis.

- i) **Provider** agrees to comply with **Humana's** policies and procedures and complete general compliance training and fraud, waste, and abuse training as required by CMS.
- j) **Provider** agrees to maintain full participation status in the federal Medicare program. This also includes all of **Provider's** employees, subcontractors, and/or independent contractors who will provide services, including, without limitation, health care, utilization review, medical social work, and/or administrative services under the Agreement.
- k) **Provider** agrees that payment from **Humana** for services rendered to **Humana's** Medicare Advantage Members is derived, in whole or in part, from federal funds received by **Humana** from CMS.
- l) **Provider** agrees to disclose to **Humana**, upon request and within thirty (30) days or such lesser period of time required for **Humana** to comply with all applicable state and/or federal laws, all of the terms and conditions of any payment arrangement that constitutes a "physician incentive plan" as defined by CMS and/or any federal law or regulation. Such disclosure should identify, at a minimum, whether services not furnished by the physician/provider are included, the type of incentive plan including the amount, identified as a percentage, of any withhold or bonus, the amount and type of any stop-loss coverage provided for or required of the physician/provider, and the patient panel size broken down by total group or individual physician/provider panel size, and by the type of insurance coverage (i.e., Commercial HMO, Medicare Advantage HMO, Medicare PPO, and Medicaid HMO).
- m) **Provider** agrees that in the event of **Humana's** insolvency or termination of **Humana's** contract with CMS, benefits to Members will continue through the period for which premium has been paid and benefits to Members confined in an inpatient facility will continue until their discharge.
- n) **Provider** agrees to provide or arrange for continued treatment, including, but not limited to, medication therapy, to Medicare Advantage Members upon expiration or termination of the Agreement. In accordance with all applicable state and federal laws, rules and/or regulations, treatment must continue until the Member: (i) has been evaluated by a new participating provider who has had a reasonable opportunity to review or modify the Medicare Advantage Member's course of treatment, or until **Humana** has made arrangements for substitute care for the Medicare Advantage Member; and (ii) until the date of discharge for Medicare Advantage Members hospitalized on the effective date of termination or expiration of the Agreement. **Provider** agrees to accept as payment in full from **Humana** for Covered Services rendered to **Humana's** Medicare Advantage Members, the rates set forth in the **Provider** Reimbursement Attachment which are applicable to such Member.
- o) **Provider** agrees to cooperate with the activities and/or requests of any independent quality review and improvement organization utilized by and/or under contract with **Humana** as related to the provision of services to Medicare Advantage Members.
- p) **Provider** agrees to cooperate with **Humana's** health risk assessment program.
- q) **Provider** agrees to provide to **Humana** accurate and complete information regarding the provision of Covered Services by **Provider** to Members ("Data") on a complete CMS 1500 or UB 04 form, or their respective successor forms as may be required by CMS, or such other form as may be required by law when submitting claims and encounters in an electronic format, or such other format as is mutually agreed upon by both parties. The Data shall be provided to **Humana** on or before the last day of each month for encounters occurring in the immediately preceding month, or such lesser period of time as may be required in the Agreement, or as is otherwise agreed upon by the parties in writing. The submission of the Data to **Humana** and/or CMS shall include a certification from **Provider** that the Data is accurate, complete and truthful. In the event the Data

is not submitted to **Humana** by the date and in the form specified above, **Humana** may, in its sole option, withhold payment otherwise required to be made under the terms of the Agreement until the Data is submitted to **Humana**.

- r) **Provider** agrees not to collect or attempt to collect copayments, coinsurance, deductibles or other cost-share amounts from any **Humana** Medicare Advantage Member who has been designated as a Qualified Medicare Beneficiary (“QMB”) by CMS.
- s) **Provider** agrees to require its employed and contracted health care providers and health care professionals providing services under the Agreement to comply with the terms and conditions of the Agreement. **Provider** must maintain written agreements with any contracted health care providers and health care professionals, as applicable, that include terms and conditions that comply with the Medicare Advantage Provisions and all applicable requirements for provider agreements under state and federal laws, rules and regulations including, without limitation, the Medicare Advantage rules and regulations to which **Humana** is subject. In the event of a conflict between the language of such downstream agreements and the Agreement, the language in the Agreement shall control.
- t) With respect to any Members who are eligible for both Medicare and Medicaid, **Provider** agrees that such Members will not be held liable for Medicare Part A and Medicare Part B cost sharing when the State is responsible for paying such amounts. Further, with respect to such Members, **Provider** agrees to: (i) accept the payment amount from **Humana** as payment in full, or (ii) bill the appropriate State source.
- u) **Provider** certifies that **Provider** and its principals, employees, agents and subcontractors have not been excluded, suspended, or debarred from participation in any federally-funded health care program. **Provider** shall review the Office of Inspector General and General Services Administration exclusion files and the CMS Preclusion List and verify on a monthly basis (or as often as required by CMS) that the persons it employs or contracts for the provision of services under the Agreement are in good standing. **Provider** shall notify **Humana** immediately upon becoming aware that **Provider** or its principals, employees, agents, or subcontractors have been excluded, suspended, or debarred from participation in any federally-funded health care program.
- v) After the expiration of the sixty (60) day time period specified in 42 C.F.R. 422.222, or successor regulation, any individual or entity on the CMS Preclusion List shall: (i) no longer be eligible for payment from **Humana** and shall be prohibited from pursuing payment from the Member, and (ii) hold financial responsibility for services, items, and drugs that are furnished, ordered, or prescribed.

HMO PROVISIONS

ATTACHMENT

The following provisions apply to HMO products and plans, as applicable.

- I. **Services to Members**. In the event **Provider** provides a Member a non-covered service or refers a Member to an out-of-network provider without pre-authorization from **Humana**, **Provider** shall, prior to the provision of such non-covered service or out-of-network referral, inform the Member: (i) of the service(s) to be provided or referral(s) to be made; (ii) that **Humana** will not pay or be liable financially for such non-covered service(s) or out-of-network referral(s); and (iii) that Member will be responsible financially for non-covered service(s) and/or out-of-network referral(s) that are requested by the Member.
- II. **Continuity of Care**. Subject to and in accordance with all applicable state and/or federal laws, rules and/or regulations, treatment following termination or expiration of this Agreement must continue until the Member: (i) has been evaluated by a new participating provider who has had a reasonable opportunity to review or modify the Member's course of treatment, or until **Humana** has made arrangements for substitute care for the Member; and (ii) until the date of discharge for Members hospitalized on the effective date of termination or expiration of this Agreement. **Provider** agrees to accept as payment in full from **Humana** for Covered Services rendered to such Members, the rates set forth in the Payment Attachment, less any Copayments due from such Members.
- III. **Provider Responsibilities**.
 - A. **Services**
Provider agrees to be responsible twenty-four (24) hours a day, seven (7) days a week for providing Covered Services for Members.
 - B. **Specific Referrals**
Except in the case of a medical emergency, **Provider** agrees to use its best efforts to admit, refer, and cooperate with the transfer of Members for Covered Services only to providers designated, specifically approved by or under contract with **Humana**.

In addition, **Provider** acknowledges and agrees that certain Members may have health benefits contracts that limit coverage to certain types of participating providers. For such Members, referrals are required to be made to specific providers designated by **Humana**.
 - C. **Disease/Case Management Programs**
Provider agrees to participate in **Humana's** disease/case management programs as they are developed and implemented.
 - D. **Hospitalist Programs**
Provider agrees to cooperate with and participate in **Humana's** hospitalist programs where applicable, as they are developed and implemented.
 - E. **Transplant Programs**
Upon request by **Humana**, **Provider** agrees to cooperate with and participate in **Humana's** organ and tissue transplant programs as they are developed and implemented.
 - F. **Humana First**
Provider agrees to participate in **Humana's** twenty-four (24) hours nurse call program, HumanaFirst, or any such successor program.
 - G. **Health Improvement Studies**
Provider agrees to participate in **Humana's** health improvement studies as they are developed and implemented.
 - H. **Quality Improvement Activities**

Provider agrees to cooperate with **Humana's** quality improvement activities and, upon request by **Humana**, to participate in **Humana's** quality improvement activities as they are developed and implemented.

INDIANA PATHWAYS FOR AGING PROGRAM ATTACHMENT

The following additional provisions apply specifically to **Humana's** Indiana Medicaid products and plans and are hereby incorporated by reference into the Agreement by and between **Humana** and/or its affiliate and **Provider**. The provisions in this Attachment (the "PathWays Attachment") apply to the Indiana PathWays for Aging program ("IN PathWays Program") and are required by the State Medicaid agency and applicable authorized regulatory agencies to be included in agreement between **Humana** and **Provider**. In the event of a conflict between the terms and conditions of the Agreement, as amended, and its other addenda and this PathWays Attachment, the terms and conditions of this PathWays Attachment shall control as they apply to **Humana's** Indiana Medicaid products, programs, and plans.

1. Definitions For This PathWays Attachment:

1.1 Administration - The Indiana Family and Social Services Administration ("FSSA") and its associated offices and divisions.

1.2 Agreement - The provider participation agreement between **Humana** and **Provider** to serve **Humana's** Members. This PathWays Attachment is attached to the Agreement.

1.3 Contract - The agreement and the Request for Proposal 23-72118 for IN PathWays Program and its Attachments, including but not limited to, as amended: the Attachment N, Exhibit 1 Scope of Work; Attachment S, Exhibit 6 Contract Definitions and Attachment O, Exhibit 2 Contract Compliance and Pay for Outcomes, between **Humana** and the Indiana Medicaid agency, FSSA, Office of Medicaid Policy and Planning ("OMPP"), for the provision of benefits to Members.

1.4 Covered Services - Medically necessary services for which benefits are payable under a **Humana** Indiana Medicaid managed care plan and pursuant to the Contract and 405 IAC 5-2-17.

1.5 Member - A person eligible for Indiana Medicaid programs and enrolled in a **Humana** Indiana Medicaid managed care plan.

1.6 Population Served – IN PathWays Program eligible and enrolled individuals who are 60 years of age and older and are blind or disable eligible and have limited income and resources as established by FSSA; all eligible and enrolled individuals who are 60 years of age or older in FSSA's target eligibility categories will be included unless they meet a FSSA exclusion determination; eligible and enrolled individuals who have a full Medicare benefit; eligible and enrolled individuals in a nursing facility, and eligible and enrolled individuals who are receiving long-term services and supports (LTSS) in a home or community-based setting.

1.7 Regulatory Rules - All applicable statutes, codes, regulations, including, but not limited to, 42 C.F.R. 422; 438 et al.; Indiana Code ("IC") Titles 12 et al., 16 et al., 25-26-21 et al., and 27 et al.; Indiana Administrative Code ("ICA") Titles 405 et al., 410 et al., 440 et al., and 455 et al.; Administration policy, guidance, and program requirements issued by the State including without limitation the Indiana Health Coverage Policy & Program Manual and guides.

1.8 State – The state of Indiana.

2. General:

2.1 Notwithstanding anything to the contrary in the Agreement, **Humana** may modify this PathWays Attachment to include provision(s) required by the Administration by providing thirty (30) days' advance written notice to **Provider**, or any such shorter notice if required by the Administration. Upon the conclusion of the notice period, the provision(s) set forth in the notice shall be incorporated into the Agreement as if fully set forth therein and shall be binding on the parties. **Humana** will secure the Administration's approval prior to any such updates becoming effective.

2.2 Provider agrees to comply with all applicable terms and conditions of the Contract as well as all applicable Regulatory Rules.

2.3 **Provider** certifies that **Provider** and its principals, employees, agents and subcontractors have not been excluded, suspended, or debarred from participation in any Federally funded health care program or any state's Medicaid program.

2.4 **Provider** shall at all times maintain a current Indiana Health Coverage Program ("IHCP") provider agreement and be duly licensed in accordance with the appropriate state licensing board and remain in good standing with said board, when applicable.

3. Physician Requirements - General Provisions:

3.1 In the event **Provider** is a subcontractor, **Provider** shall indemnify and hold the State and the Administration harmless from all claims, losses, or suits relating to activities undertaken by the **Provider** pursuant to the Contract.

3.2 **Provider** shall not seek payment from the State for any service rendered to a Hoosier Health Wise, Healthy Indiana Plan, or Hoosier Care Connect member under the Agreement.

3.3 If the Administration determines that any provision in the Agreement conflicts with the Contract, such provision shall be null and void and all other provisions shall remain in full force and effect.

3.4 **Provider** is not a third-party beneficiary to the Contract and **Provider** is performing services as agreed upon with **Humana** under the Agreement and as outlined in the Contract.

3.5 **Provider** shall maintain through the terms of the Agreement and at its own expense professional and comprehensive general liability and medical malpractice insurance at no less than Administration minimums, as directed.

3.6 **Provider** agrees to adhere to all **Humana** credentialing and State enrollment requirements under the Agreement and Regulatory Rules, without limitation **Humana** Manual and State Manuals and 455 IAC 1-3 et al.

4. Marketing:

The **Provider** shall adhere to the Regulatory Rules marketing restrictions as applicable, and requirements described in the Contract.

5. Provision of Services:

5.1 **Provider** shall provide Members in the Population Served all Covered Services that are within the normal scope of and in accordance with **Provider's** licenses and/or certifications. Notwithstanding the forgoing, the parties agree the Agreement does not cover immune-effector cellular therapies (example: Chimeric Antigen T-Cell Therapy), genetically modified cellular therapies ("gene therapies"), solid organ or stem cell transplant including cellular, gene and transplant related services and no payment will be made by **Humana** for same under the Agreement. This provision does not apply to Ventricular Assist Devices or other approved cardiac mechanical assist devices as either a bridge to transplant or for Destination Therapy.

5.2 Emergency services will be rendered without a requirement for prior authorization. A Member who has an Emergency Medical Condition, as defined by applicable law, shall not be liable for payment of subsequent screening and treatment needed to diagnose or stabilize the specific condition.

5.3 If the **Provider** provides primary medical services as a Primary Medical Provider ("PMP") such responsibilities are set forth the applicable **Humana** Manual and/or **Humana** policies, available from **Humana**.

5.4 Laboratory service providers, as a **Provider** and/or utilized by **Provider**, shall meet all applicable requirements of the Clinical Laboratory Improvement Amendments ("CLIA") of 1988.

5.5 Provider shall meet applicable appointment waiting time standards set forth in the Contract and Regulatory Rules including, but not limited to, the following:

- a. Appointment and wait times from date of a Member's request for routine and preventive services.
- b. If referral required, including behavioral health, any such timely appointment will be made for routine care or for urgent care.
- c. Emergency medical and behavioral health services must be available twenty-four (24) hours a day, seven (7) days a week.
- d. For urgent care appointments for physical or behavioral illness injuries that require care immediately but do not constitute emergencies (e.g., high temperature, persistent vomiting or diarrhea, symptoms which are of sudden or severe onset, but which do not require emergency room services): Appointments within twenty-four (24) hours.
- e. For routine care with physical or behavioral symptoms (e.g., persistent rash, recurring high grade temperature, nonspecific pain, fever): Appointments within one (1) week or five (5) business days whichever is earlier.
- f. For routine care without physical or behavioral symptoms (e.g., routine physical exams): Appointments within thirty (30) calendar days.
- g. Provide aftercare appointment availability within seven (7) calendar days after hospital discharge.
- h. For durable medical equipment (excluding hearing aids, prosthetics, and family planning supplies), no more than thirty (30) business days from the time of service order. For highly specialized equipment and supplies, no more than one hundred and twenty (120) business days from the time of service order.
- i. For environmental accessibility adaptations (home modifications), no more than ninety (90) business days from time of service approval.
- j. For consultative clinical and therapeutic services for informal caregivers, no more than sixty (60) business days from time of service approval.
- k. **Provider** shall be responsible for complying with **Humana's** policies and procedures applicable to these appointment standards. **Humana** shall be responsible for monitoring of **Provider** for compliance with these standards and be responsible for issuing corrective action plans with **Provider** where appointment standards are not met.

5.6 Provider shall consider the Members preference in choosing their health professional to the extent possible and appropriate when making in network referrals.

5.7 Provider shall ask and encourage Members to sign a consent that permits release of substance abuse treatment information to **Humana** and other providers connected with Members care plan.

5.8 When **Provider** is a PMP, the parties agree to maintain appropriate PMP panel size to ensure access to care pursuant to Regulatory Requirements.

6. Member Services:

6.1 Provider shall comply with Member rights and responsibilities as outlined in the Contract and Regulatory Rules.

6.2 Provider must comply with applicable cultural competency requirements.

6.3 Provider shall keep Member information confidential, as defined by Federal and State statutes or regulations.

6.4 Provider shall display notices of the Member's right to appeal adverse action affecting services in public areas of **Provider's** facility(ies) in accordance with Regulatory Rules.

6.5 Provider agrees not to bill a Member for Covered Services, with the exception of applicable Copayments or other cost sharing requirements, or for a bill that was denied due to incorrect billing. **Provider** may bill a Member for a service not covered by the applicable **Humana**

Indiana Medicaid product or plan, provided the Member was previously informed of the non-covered service and agreed in advance in writing to pay for such service.

7. Quality and Utilization Management:

7.1 **Provider** shall participate and cooperate in internal and external quality management or quality improvement activities, such as, monitoring, utilization review, peer review and/or appeal procedures established by **Humana** and/or the Administration.

7.2 **Provider** shall follow the standards for medical necessity as required under the Contract and the Regulatory Rules.

7.3 **Provider** and **Humana** agree to participate in Administration-directed and facilitated provider forums, particularly for Administration's agenda on long term services and supports.

7.4 As licensed under IC Title 16 et al., if **Provider** is subject to an action or enforcement activity under the Regulatory Rules, **Provider** agrees to comply with necessary and authorized Member communications, movement, and/or re-assignment, as required or compelled by the Administration or authorized enforcement body.

7.5 **Humana** agrees to accept from **Provider** and allow the usage of the IHCP Prior Authorization Request Form available on the Indiana Medicaid website for submission of prior authorization requests.

8. Claims and Payment:

8.1 **Provider** shall promptly submit all information needed for **Humana** to make payment for authorized items, services, or procedures under Member's Indiana health benefit plan.

8.2 **Provider** shall submit timely, complete, and accurate encounter claims in accordance with the Contract and Regulatory Rules.

8.3 **Provider** shall submit all claims that do not involve a third-party payer for services rendered to **Humana's** members within ninety (90) days or less from the date of service. This timely filing requirement will be waived in cases of member retroactive coverage.

8.4 **Humana** shall make timely payment to the **Provider** for Covered Services upon approval of a clean claim properly submitted by the **Provider** within the required timeframes. **Humana** shall only accept uniform claim forms submitted by **Provider** that have been approved by the Administration and completed according to Administration guidelines.

8.5 **Provider** shall accept payment from **Humana** as payment for services performed and cannot request payment from the Administration or the Member, unless the Member is required to pay a Copayment for the service rendered.

9. Records Maintenance and Audit Requirements:

9.1 **Provider** shall maintain all records relating to services provided to Members for a ten (10) year period and make all Member medical records or other service records available for the purpose of quality review conducted by the Administration, or its designated agents, both during and after the term of the Agreement. The medical records shall be on paper or in an electronic format.

9.2 **Provider** who are PMPs shall maintain a primary medical record for each Member which contains sufficient medical information from all providers involved in the Member's care to ensure continuity of care.

9.3 When a Member changes PMP, the medical records or copies of medical records shall be forwarded to the new PMP or practice within ten (10) days from the receipt of request. **Provider** shall have Member sign a release of medical records before a medical record transfer occurs.

9.4 Authorized representatives of the Administration, or other State and Federal agencies shall have reasonable access to premises, physical facilities, equipment and records for financial and medical audit purposes both during and after the term of the Agreement.

9.5 **Provider** shall provide a copy of a Member's medical record at no charge upon reasonable request by the Member and facilitate the transfer of the Member's medical record to another provider at the Member's request.

10. Oversight and Monitoring:

10.1 **Provider** shall timely submit to **Humana** any information, including reports and clinical information, necessary for **Humana** to perform its obligations under the Contract and the Regulatory Rules.

10.2 **Humana** shall monitor the **Provider's** performance on an ongoing basis and subject the **Provider** to formal periodic review.

10.3 **Humana** shall monitor the **Provider's** performance and quality of services delivered under the Agreement.

10.4 **Provider** shall comply with corrective action plans required by **Humana**.

10.5 **Provider** agrees to cooperate with **Humana** on any suspected allegation of abuse and cooperate fully with **Humana** or its designees' investigation of abuse, neglect, self-neglect and exploitation allegations and be receptive to any related **Humana's** subject matter training and in-service or corrective action.

10.6 **Humana** has written policies and procedures for allowing Members to select or be assigned to a new PMP when such a change is mutually agreed to by **Humana** and Member, or when PMP is non-compliant with provider standards (i.e., quality of care) and is terminated from **Humana**, or when a PMP change is ordered as part of the resolution to a grievance proceeding.

11. Program Integrity:

As a condition of receiving any amount of payment, **Provider** shall comply with program integrity requirements of the Contract and the Regulatory Rules, as applicable.

12. Termination:

12.1 The Agreement may be terminated by **Humana** in accordance with breach provisions in the Term and Termination section of the Agreement for any violation of applicable State or Federal statutes, rules, and regulations and in accordance with the Contract and the Regulatory Rules.

12.2 The Administration has the right to direct **Humana** to terminate or modify the Agreement when the Administration has determined such termination or modification is in the best interest of the State.

12.3 **Humana** shall immediately terminate **Provider's** participation in **Humana's** IN PathWays Program plan if **Provider's** Medicare or Medicaid participation eligibility is terminated. **Provider** agrees that **Humana** may pend payment to **Provider** if suspension or enforcement action is made by an authorized regulatory agency.

12.4 **Provider** agrees in the event of termination or expiration of the Agreement for any reason, other than for reasons of quality of care or fraud, **Provider** shall continue to provide services to Members under the terms and conditions of the Agreement until the Member is discharged from an inpatient facility, or the active course of treatment is completed, whichever time period is greater, and in the case of a pregnant Member in the fourth or later month of pregnancy, services shall be provided until the end of the post-partum period. Additionally, PMP agrees to provide continuation of care for at least 30 days after PMP termination from **Humana** or until a new PMP becomes

effective. This continuity of care provision shall survive any termination or expiration of the Agreement.

12.5 In the event **Humana's** Contract with the State terminates, **Provider's** participation in **Humana's** IN PathWays Program plan and any applicable attachments will terminate.

12.6 Notwithstanding anything else in the Agreement, PMP may terminate Agreement without cause with advance notice to **Humana**. Said advance notice shall not have to be more than ninety (90) calendar days.

12.7 Termination does not alleviate **Provider** from submitting all encounter claims for services rendered to Humana's members while serving as Humana's network provider per the terms of this Agreement.

13. Physician Compliance Program:

Provider agrees to maintain and update, as required, its compliance program with no less than written policies and procedures of its business model, roles and responsibilities of its personnel, organizational chart, succession planning, ownership, fraud, waste, and abuse reporting protocols, and a plan for fraud, waste, and abuse employee or contractor training as required by Deficit Reduction Act of 2005 Section 6032 and be receptive to Humana or its designee's auditing of **Provider** as contemplated herein and in the Agreement.

14. Mental Health Parity:

Humana and **Provider** must comply with applicable requirements of the Mental Health Parity and Addiction Equity Act of 2008 and 42 C.F.R. 438 Subpart K, including the requirements that treatment limitations applicable to mental health or substance abuse disorder benefits are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by **Humana** and there are no separate treatment limitations that are applicable only with respect to mental health or substance use disorder benefits.

15. Provisions Applicable to Behavioral Health Service Providers:

The following provisions shall apply to behavioral health service providers:

15.1 **Provider** agrees to share the behavioral health treatment information with Humana and Member's PMP, including a summary of treatment session, primary and secondary diagnoses, assessment findings, medications, psychotherapy prescribed and requested minimum necessary required clinical documentation.

15.2 All Members receiving inpatient behavioral health services as specified in the Contract and the Regulatory Rules must be scheduled for outpatient follow-up and/or continuing treatment prior to discharge. The outpatient treatment must occur within seven (7) calendar days from the date of discharge.

15.3 **Provider** shall contact Members who have missed an appointment within twenty-four (24) hours to re-schedule.

15.4 **Provider** shall participate in not less than quarterly continuity of care meetings hosted by the **Humana** and/or State operated, or State contracted (psychiatric) facilities.

15.5 **Provider** shall assign a case manager prior to or on the date of discharge and provide basic, targeted or intensive case management services as medically necessary to Members with SMI and co-occurring conditions who are discharged from a State operated or State contracted psychiatric facility or State operated nursing facility for Members with SMI. The case manager and other identified behavioral health service providers shall participate in discharge planning meeting to ensure compliance with Federal Olmstead and other applicable laws.

16. Court-Ordered Behavioral Health Services:

Humana shall provide medically necessary covered court ordered behavioral health services to its Indiana Medicaid members pursuant to court order of proper jurisdiction. **Humana** shall coordinate with providers of behavioral health services, and state operated, or state contracted psychiatric hospitals and nursing facilities regarding admission and discharge planning, treatment objectives and projected length of stay for Members committed by a court of law and/or voluntarily admitted to the state psychiatric hospital. **Provider** agrees to assist with Members receiving inpatient psychiatric services scheduled for outpatient follow-up and/or continuing treatment prior to discharge, particularly where treatment must be provided within seven (7) calendar days from the date of the member's discharge.

17. Release Due to Ethical Reasons:

17.1 **Humana** shall not require **Providers** to perform any treatment or procedure that is contrary to the **Provider's** conscience, religious beliefs, or ethical principles in accordance with 42 C.F.R. 438.102.

17.2 **Humana** shall not prohibit or restrict a **Provider** from advising a Member about his or her health status, medical care or treatment, regardless of whether benefits for such care are provided under the Contract and the Regulatory Rules, if the **Provider** is acting within the lawful scope of practice.

17.3 **Humana** does not prohibit or otherwise restrict health professionals from advising patients about their health status or medical care or treatment as provided in section 1932(b)(3) of the Social Security Act or 42 CFR 438.102.

17.4 **Humana** does not prohibit **Provider** from acting within its lawful scope of practice.

17.5 **Humana** does not prohibit **Provider** from discussing treatment or non-treatment options with Members that may not reflect **Humana's** position or may not be covered by **Humana**.

18. Alternative Payment Program:

Humana may offer alternative payment programs (e.g., value based) with incentives for episodes of care, shared savings arrangements, shared risk arrangements and capitation payments to include quality and performance requirements. Applicable attachments will provide program(s) requirements and payment opportunities.

19. Grievances and Appeals:

19.1 In accordance with the Agreement and Regulatory Rules, including but not limited to IAC 405 Title 1.1 et al. and 405 IAC 5-21 et al., **Provider** has the right to file an internal appeal with **Humana** regarding denial of the following:

- a). A health care service.
- b). Claim for reimbursement.
- c). **Provider** payment.

19.2 As applicable to Member's Indiana health benefit plan, **Provider** agrees to comply with **Humana's** operation of a unified appeals and grievance process with its companion DSNP plan (405 IAC 1.1 et al. and 42 CFR 422.629 through 42 CFR 422.634).

20. Non-Allowable Provisions:

Humana shall:

- a) not prohibit a provider from entering into a contractual relationship with another MCO contracted to provide services for the Indiana Medicaid managed care program.
- b) ensure this PathWays Attachment does not include incentives or disincentives that encourage **Provider** not to enter into a contractual relationship with another MCO contracted to provide services for the Indiana Medicaid managed care program.

21. Physician Claims Disputes:

21.1 **Provider** agrees to comply with all claims dispute processes described within Manual.

21.2 Notwithstanding anything contrary in Agreement, **Humana** must resolve and respond to ninety-nine percent (99%) of **Provider** informal claim disputes within thirty (30) calendar days of receipt of the dispute. **Humana** must resolve and respond to ninety-nine percent (99%) of **Provider** formal disputes within forty-five (45) calendar days of the receipt of the dispute.

22. Critical Incident Reporting:

22.1 **Provider** agrees to comply with all pertinent state of Indiana critical incident reporting requirements, as well as the HCBS critical incident reporting requirements outlined herein.

22.2 **Humana** shall not require **Provider** to report other types of critical incidents or provide incident reports to **Humana** outside of what is required in 455 IAC 2-8-2. **Provider** must report other types of critical incidents directly to the appropriate state entity, in accordance with Indiana law. Both parties shall be responsible for adherence to Critical Incident Management manual.

22.3 For HCBS Covered Services, **Provider** agrees to all HCBS critical incident reporting and management requirements as well as **Provider** acknowledges that **Humana** may, at its discretion or at the direction of the state, take action to protect the health and welfare of Member, such as but not limited to requiring **Provider** to suspend staff involved in the critical incident pending investigation of **Provider**.

22.4 **Provider** will submit reports regarding HCBS critical incidents via FSSA's DDRS/DA Incident Reporting System (also known as IFUR) at <https://ddrsprovider.fssa.in.gov/IFUR/>.

22.5 **Provider** shall:

- a) Submit an HCBS incident report for any reportable HCBS critical incident within forty-eight (48) hours of the time of the incident or becoming aware of the incident (whichever is sooner).
- b) Also notify Member's Service Coordinator of all HCBS critical incidents within forty-eight (48) hours of the time of the HCBS incident or becoming aware of the HCBS incident (whichever is sooner).

22.6 **Provider** agrees that non-compliance with the HCBS critical incident reporting requirements may result in actions taken by **Humana** and/or by FSSA up to and including termination. This may include:

- a) Decision not to authorize continuation of services to an individual or individuals by the provider;
- b) Decision not to authorize receipt of services by individuals not already receiving services from the provider at the time the determination is made that the provider did not implement a corrective action plan (CAP) to the reasonable satisfaction of the **Humana**.

22.7 **Humana** agrees that **Provider** may only be terminated after all other options are exhausted; specifically, **Humana** will make every attempt to bring **Provider** into compliance via technical assistance, education, or other practical support. If such technical assistance and education are ineffective as determined by **Humana**, then **Humana** will issue a Corrective Action Plan (CAP). If the CAP does not bring **Provider** into compliance, termination for noncompliance is acceptable. FSSA requires **Humana** to attempt at least two (2) CAPs with non-compliant providers before termination, the duration of each CAP shall not be longer than thirty (30) calendar days; however, the duration may be shorter depending on the severity of conduct and non-compliance by **Provider** or unless otherwise agreed to in writing by **Provider** and **Humana** under signed written amendment to the agreement between **Provider** and **Humana**, or as mandated by the authorized regulatory body.

23. Federally Reimbursable Programs:

Provider agrees that for Members who are eligible for and enrolled under federally funded health care programs where **Provider's** reimbursement is payable according to this Agreement, payment for such Members constitutes receipt of federal funds. **Provider** agrees to comply with federal laws applicable to such federally reimbursable programs. In addition to any other provisions of this Agreement, **Provider** shall comply with applicable requirements under:

23.1 Federal Civil Rights statutes: the Americans with Disabilities Act (P.L. 101-365), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Section 1681 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), the Age Discrimination Act of 1975, as amended (42 U.S.C. Section 6101 et seq.), Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended (42 U.S.C. Section 9849);

23.2 Federal Fraud, Waste, and Abuse statutes: False Claims Act (31 U.S.C. Section 3729 et seq.), Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)), Civil Monetary Penalties Law (42 U.S.C. Section 1320a-7a), Physician Self-Referral Law (42 U.S.C. § 1395nn);

23.3 Federal Privacy/Security statutes: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 or HIPAA (Sections 261 through 264, of the federal HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act in Public Law 111-5, and 45 Code of Federal Regulations Parts 160 and 164), Fair Credit Reporting Act of 1970, as amended, Telephone Consumer Protection Act of 1991, as amended, Children's Online Privacy Protection Act of 1998, as amended, Gramm-Leach-Bliley Act of 1999, as amended, Identity Theft Red Flag Rules under the Fair and Accurate Credit Transactions Act of 2003, Controlling Assault of Non-Solicited Pornography and Marketing Act of 2003, as amended;

23.4 and all implementing regulations and/or governmental issuances as now or may be lawfully adopted under applicable Federal and state implementing laws in Sections 22.1, 22.2, and 22.3.

23.5 **Provider** shall not unlawfully discriminate against any employee or applicant for employment on the basis of health status, race, color, religion, gender, sexual orientation, gender identity, marital status, national origin, ancestry, physical handicap or veteran's status. As such, the applicable provisions of Executive Order 11246, as amended (Equal Opportunity/Affirmative Action), 38 U.S.C. 4212, as amended (Vietnam Era Veterans Readjustment Assistance Act), and Section 503 of the Rehabilitation Act of 1973, as amended (Handicapped Regulations), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.

23.6 **Provider** shall not enact any policy or practice that discriminates or has the effect of discriminating against Members. Examples of prohibited practices include:

- a). Denying or not providing all Covered Services available within a practice or facility.
- b). Providing to Members medically necessary Covered Services in a different manner or different time than is available to all other patients or the general public, except where medically necessary.
- c). **Provider** shall not use discriminatory practices with regard to Members such as separate waiting rooms, separate appointment days or limited other preferences or privileges made available to private pay patients.
- d). **Provider** shall identify Members in a manner which will not result in discrimination against the Member in order to provide or coordinate the provision of Covered Services.

23.7 **Provider** agrees to comply with the conflict-of-interest safeguards described in §438.58 and with the prohibitions described in §438.58 and with the prohibitions described in section 1902(a)(4)(C) of the Act applicable to contracting officers, employees, or independent contractors.

24. Advance Directives

24.1 Provider shall have written policies and procedures affording Members their rights under federal rule for advance directives.

24.2 Provider must make available to adult Members written information on advance directives in accordance with applicable Indiana law. **Provider** agrees to update information as soon as possible, but no later than 90 days from the change in applicable Indiana law.

Remainder of page intentionally left blank.

REIMBURSEMENT ATTACHMENT- INDIANA MEDICAID PROGRAMS

Provider agrees to bill and accept as payment in full from **Humana** one hundred percent (100%) of the applicable Indiana Medicaid Allowable, or **Provider's** billed charges, whichever is less, less any applicable Copayment due from Member, for Covered Services rendered to **Humana's** Indiana Medicaid Members, including Indiana PathWays for Aging Members. **Provider** acknowledges and agrees that a Copayment may not be required from Members.

For purposes of this Payment Attachment, as referenced in the immediately preceding paragraph, "Indiana Medicaid Allowable" shall mean any Indiana Family & Social Services Administration ("FSSA") "payment system(s)" established and determined by FSSA in effect on the date of service the Covered Services are rendered.

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Board Action Form

MEETING DATE	March 12, 2024			
TITLE	Request to approve the 2024 Fishers Arts & Culture Commission Grants			
SUBMITTED BY	Name & Title: Ross Hilleary, Director Planning & Zoning Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R031224A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☒ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	The Fishers Arts & Culture Commission (FACC) announced today the grantees for its 2024 Fishers Arts & Culture Grant program, with 11 local organizations awarded \$60,000 in funding. The grant program supports local nonprofits and organizations that uplift the arts community within Fishers. This year's grant cycle featured record high funding requests, awarding an additional \$10,000 compared to 2023. Recipients of the 2024 Fishers Arts & Culture Commission Grant Program include: 31Svn Dance Academy (\$4,000) to host five hip-hop dance workshops, including free classes and panel discussions open to the public. Academy of Dance Arts (\$7,000) for continued development of the Academy's Dance Ability studio classes and public performance for youth with developmental or intellectual disabilities. Brandon Meeks Music (\$7,000) to perform the Harmony in Motion: Jazz Improve Workshop Series, including live public performances, education sessions, and interactive workshops. Emerging Pearls Foundation (\$7,000) to host the third annual Art, Kulture, and Appetizers event showcasing Black artists in dance, applied arts, spoke word, hair-art, and more at Hub & Spoke in June 2024. Fishers Arts Council (\$5,710) to host monthly Second Friday gallery receptions at the FAC Gallery at the Hub located at the Hamilton County Community Foundation, along with musical groups at the Spark!Fishers Art & Car Show in June and Harvest Fest in September. Forward Motion (\$5,040) to host a curated, two concert event entitled Perspective that shares themes of the rotating exhibits of the Ignite Studio at Hamilton East Public Library Fishers. Hidden World (\$6,000) to create two unique musical compositions that can be accessed virtually along the Nickel Plate Trail. High Frequency Arts (\$5,000) to host a new event called AI: The Intersection of Art & Tech, including interactive film, augmented reality displays, and tech-inspired fashion apparel at Hub & Spoke in June.	

	Ignite Studio at Hamilton East Public Library (\$3,750) to install a 75-square-foot mural as you enter the Ignite Studio at the Hamilton East Public Library. Lantern Islamic Theater Company (\$7,000) to produce six theater productions and acting competitions at the Alhuda Foundation. Noblesville Creates (\$2,500) to host Comic Book in A Day at the Hamilton East Public Library Fishers in January 2025.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$60,000
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve
	2.	Deny
	3.	Continue
	4.	Take no action
PROJECT TIMELINE	MOUs are prepared with all grant applicants once the Board of Works approve the distrubution of funds from the Fishers Arts & Culture Commission (FACC). The FACC has a budget of \$60,000. They awarded \$60,000.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff request approve of the grant to the 11 organizations as presnted.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution	

RESOLUTION NO. R031224A

**A RESOLUTION OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA
BOARD OF PUBLIC WORKS & SAFETY APPROVING THE 2024 FISHERS ARTS &
CULTURE COMMISSION GRANT PROGRAM**

WHEREAS, the Fishers Arts & Culture Commission (Commission), a body of the City of Fishers, Hamilton County, Indiana (“City”) previously created the Fishers Arts & Culture Commission Grant Program (the “Grant”), to be administered by the Department of Planning and Zoning;

WHEREAS, the Commission desires to invest in artists, art organizations, and cultural events that foster a city where arts and culture activities are a vital component of community life and;

WHEREAS, Fishers is a community where arts and culture are valued, promoted for their economic benefit, and are an integral facet in our vibrant community while encouraging lifelong learning and;

WHEREAS, The Grant project can be exhibits, events, programs, displays, or other artistic or cultural expressions;

WHEREAS, the projects must be accomplished in 2024 and take place within the City and are encouraged to take place with the Nickel Plate District, a statewide designated cultural district;

WHEREAS, the projects should relate to two or more of the Commission’s Core Values of Inclusion, Authenticity, Engagement, Collaboration, Innovation, and Education;

WHEREAS, after careful review of the applications, the Commission now desires to award the Grants as further described in Exhibit A, attached hereto and incorporated herein.

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

- Section 1.** The Board hereby approves the 2024 Fishers Arts & Culture Commission Grant Program as further described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Director of Planning & Zoning or their designee to execute the grants and any and all documents necessary to effectuate its intent.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY THIS 12TH DAY OF MARCH, 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____
Kari Adriano, Board Clerk

DATE: _____

This instrument prepared by: Lindsey 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

Exhibit A

Organizations & Grant Amounts

Organization	Grant Amount
31Svn Dance Academy	\$4,000
Academy of Dance Arts	\$7,000
Brandon Meeks Music	\$7,000
Emerging Pearls Foundation	\$7,000
Fishers Arts Council	\$5,710
Forward Motion	\$5,040
Hidden World	\$6,000
High Frequency Arts	\$5,000
Ignite Studio at HEPL	\$3,750
Lantern Islamic Theater Company	\$7,000
Noblesville Creates	\$2,500



Board Action Form

MEETING DATE	March 12, 2024			
TITLE	Request to approve a Professional Services Agreement with Fishers Arts Council			
SUBMITTED BY	Name & Title: Ross Hilleary, Director Planning & Zoning			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R031224B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☒ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	As part of the 2019 Fishers Arts & Culture Master Plan, an action item was the creation of a ad-hoc come-as-you-wish group named the Creative Council. This group invites any arts or cultural group that is within Fishers, serves Fishers, or has received a Fishers Arts & Culture Commission (FACC) grant. Staff has found that we received the most participation when it is not led by the City, but by an art organization itself. Previously led by Noblesville Creates, fka Nickel Plate Arts, in 2023 management switched to Fishers Arts Council for the sum of \$2,000 for a six-month period. Staff request this group countinue to be led by the Fishers Arts Council, a known partner, for 2024. Scope of Work includes: Nurture the organic growth of the Creative Economy in Fishers through the Creative Council Support and promote the growth of creative professionals and creative organizations with strong ties to Fishers through the Fishers Arts & Culture Commission (FACC) Deliverables include: Management and direction of the Fishers Creative Council: Coordinate and lead bi-monthly meetings on the second Tuesday of the month, or as the Council's schedule allows Recruit new members and engage existing members between meetings by sending notes, reminders, and updates Remind members to submit information to the ThisIsFishers website and the Hamilton County Tourism Calendar. Coordinate with City Departments (Planning & Zoning, Community & Public Relations, Fishers Parks, etc.) on proposed or upcoming events that will engage the Creative Council. Facilitate connections between the Creative Council and the FACC by providing reports to the FACC and relaying information, questions, feedback, and ideas between the two bodies, as a non-voting member representing the Creative Council on the Commission.	

	Facilitate a grand opening art event at the new City Hall / Arts Center in June	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$5,000
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve
	2.	Deny
	3.	Continue
	4.	Take no action
PROJECT TIMELINE	The Fishers Arts Council took over management of the Fishers Arts & Culture (FACC) Creative Council mid year 2023. Since that time that have corrdinated meetings and reported to the FACC at each meeting. These funds were incumbured from the 2023 FACC budget, and does not effect the 2024 FACC Grant program.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff request approve of the Proffessional Services Agreement.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Professional Services Agreement.	

RESOLUTION NO. R031224B

**A RESOLUTION OF THE CITY OF FISHERS, HAMILTON COUNTY,
INDIANA BOARD OF PUBLIC WORKS & SAFETY APPROVING A
PROFESSIONAL SERVICES AGREEMENT WITH FISHERS ARTS COUNCIL**

WHEREAS, the Fishers Arts & Culture Commission ("Commission"), a body of the City of Fishers, Hamilton County, Indiana ("City") oversees the Fishers Arts & Culture Master Plan (Master Plan), to be administered by the Department of Planning and Zoning;

WHEREAS, the Commission desires to invest in artists, art organizations, and cultural events that foster a city where arts and culture activities are a vital component of community life and;

WHEREAS, Fishers is a community where arts and culture are valued, promoted for their economic benefit, and are an integral facet in our vibrant community while encouraging lifelong learning and;

WHEREAS, the Master Plan calls for a Creative Council group to support and uplift the creative economy through art and culture organizations that are within the City or provides to services within the City;

WHEREAS, the Creative Council should uphold the Commission's Core Values of Inclusion, Authenticity, Engagement, Collaboration, Innovation, and Education;

WHEREAS, the Commission has requested the Fishers Arts Council to manage, report, and represent the Creative Council;

WHEREAS, the Fishers Arts Council shall maintain a non-voting representee at all Commission meetings;

WHEREAS, after careful review, the Commission now request that the Fishers Arts Council to be the Creative Council manager as further described in Exhibit A, attached hereto and incorporated herein.

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

Section 1. Professional Service Agreement including the Scope of Work and Deliverables is outlined in Exhibit A, attached hereto and incorporated herein.

Section 2. The Board hereby authorizes the Director of Planning & Zoning or their designee to execute the agreement and any and all documents necessary to effectuate its intent.

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

SO RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY THIS 12TH DAY OF MARCH, 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____
Kari Adriano, Board Clerk

DATE: _____

This instrument prepared by: Lindsey 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

Exhibit A
Professional Service Agreement

**A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA AND
FISHERS ARTS COUNCIL.**

This Professional Services Agreement ("Agreement"), entered into by and between the **City of Fishers**, by and through the Fishers Arts & Culture Commission ("City") and **Fishers Arts Council** ("Consultant"), is executed pursuant to the following terms and conditions:

SECTION I. INTERPRETATION AND INTENT

- 1.01 The "Agreement" shall mean this Agreement executed by City and Consultant, and shall include these Terms and Conditions, the Attachments described in Sections II and IV and attached hereto and any written supplemental agreement or modification entered into between City and Consultant, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Consultant. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Consultant which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Consultant.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Consultant or other rights or obligations of City or Consultant the document or provision expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Consultant and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.05 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.

SECTION II. DUTIES OF CONSULTANT

- 2.01 Consultant shall provide services as specified in Attachment A, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.01 The term of this Agreement shall begin upon full execution of this Agreement and shall terminate on December 31, 2024, unless terminated earlier in accordance with this Agreement.

- 3.02 This Agreement may be renewed by agreement of the parties. A renewal shall be only by written instrument signed by City and Consultant and attached hereto as an amendment.

SECTION IV. COMPENSATION

- 4.01 For services provided herein, the City shall pay Consultant an amount that **shall not exceed Five Thousand and no/100 Dollars (\$5000)**, as further specified in Attachment A.
- 4.02 Consultant shall submit an annual invoice for services performed under this Agreement and shall cooperate with and provide any other necessary information to City. City will pay Consultant within thirty (30) days after receipt of such invoice.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Contractor. The parties agree that Consultant is an independent contractor as that term is commonly used and is not an employee of the City. As such, Consultant is solely responsible for all taxes and none shall be withheld from the sums paid to Consultant. Consultant acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Consultant has no authority, express or implied, to bind or obligate City in any way.
- 5.02 Subcontracting Approval. The parties agree that Consultant shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City; provided however, City and Consultant acknowledge and agree that it is not be considered an assignment for Consultant to acquire insurance products from nationally known, primary holding insurance companies. In the event that City approves subcontracting, assignment or delegation, Consultant shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Consultant shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Consultant of any responsibility for performing under this Agreement.
- 5.03 Records; Audit. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Consultant shall make such materials available within a reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City. Copies thereof, if requested, shall be furnished at no cost to City.
- 5.04 Confidentiality. For the purpose of this Agreement, "Confidential Information" means all information of City that is not readily publicly available and was provided by City to Consultant to enable insurance to provide services hereunder or material that has been expressly designated by as "Confidential" by City.

- 5.05 Use of Confidential Information; Limitations and Exceptions. Consultant agrees to receive and maintain all Confidential Information in strictest confidence using, at a minimum, reasonable care and, except as provided herein, shall not use Confidential Information for its own benefit or disclose it to third parties without the prior written consent of City. Notwithstanding the foregoing, Consultant shall not have any obligations under this Agreement with respect to information that (A) is publicly available at the time of disclosure; (B) is disclosed to Consultant by a third party, unless the Consultant is aware that the third party is subject to an obligation of confidentiality with respect to such information; (C) becomes publicly available after disclosure through no fault of the Consultant; (D) is independently developed by Consultant without breach of this Agreement; (E) was reasonably required to be disclosed under Indiana law, an order of any court or other governmental authority; or (F) was necessary for Consultant to disclose to provide the services subject to this Agreement.
- 5.06 Termination for Cause or Convenience.
- 5.06.1 If Consultant becomes insolvent, refuses or fails to perform the work and services provided by this Agreement, refuses to perform disputed work or services as directed pending resolution of such dispute, or fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Consultant shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate. In determining the amount of final payment to be made to Consultant 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 City to be incurred by reason of Consultant's default.
- 5.06.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Consultant is given (1) not less than thirty (30) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Consultant's compensation shall be equitably adjusted.
- 5.06.3 Upon receipt of notice of termination for default or for City's convenience, Consultant shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Consultant in performing this Agreement, whether completed or in process. For purposes of this Agreement, "Works" shall mean, without limitation, improvements, reports, documentation, ideas and writings and applications thereof relating to the services provided to City pursuant to this Agreement including, but not limited to, memoranda, notes, lists, charts, drawings, records, files (and all copies thereof) made or compiled by Consultant on behalf of City.

5.07 Indemnification. Consultant agrees to indemnify, defend, and hold harmless the City of 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 Consultant 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 and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.08 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party) :

To Consultant:

Attn: Executive Director
Fishers Arts Council
11650 Olivo Road, Suite 1000-241
Fishers, IN 46037

To City:

Ross Hilleary, Planning & Zoning
3 Municipal Drive
Fishers, IN 46038

With a copy to:

Lindsey Bennett, City Attorney
11565 Brooks School Road
Fishers, IN 46038

5.09 Disputes. Consultant shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Consultant and City may otherwise agree in writing. Should Consultant fail to continue to perform its responsibilities regarding non-disputed work, any additional costs incurred by City or Consultant shall be borne by Consultant, and Consultant shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

5.10 Non-discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, sexual orientation, or gender identity. Consultant will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age, national origin, sexual orientation, or gender identity. 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.

5.11 Conflict of Interest.

5.11.1 Consultant certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.11.2 For purposes of compliance with IC 36-1-21, Consultant certifies and warrants to City that Consultant, or a person who wholly or partially owns Consultant, is not a *relative*, as that term is defined by IC 36-1-21-3, of a Fishers City Council member.

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

5.13 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.14 Applicable Laws; Forum.

5.14.1 Consultant agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Consultant to determine whether the provisions of the Agreement require formal modification.

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

5.15 Waiver. City'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 City's rights or remedies.

- 5.16 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.17 Attorneys' Fees. Consultant shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Consultant, or from Consultant's failure to fulfill any provisions or responsibility provided herein.
- 5.18 Successors and Assigns. City and Consultant 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 all covenants of this Agreement; except as otherwise provided herein, Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.
- 5.19 Authority to Bind Consultant. Notwithstanding anything in this Agreement to the contrary, the signatory for Consultant represents that he/she has been duly authorized to execute agreements on behalf of Consultant and has obtained all necessary or applicable approval from the home office of Consultant to make this Agreement fully binding upon Consultant when his/her signature is affixed and accepted by City.
- 5.20 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Consultant shall enroll in and verify the work eligibility status of all newly hired employees of Consultant through the E-Verify Program ("Program"). Consultant is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.20.1 Consultant and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Consultant or its subcontractor subsequently learns is an unauthorized alien. If Consultant violates this Section 5.24, City shall require Consultant to remedy the violation not later than thirty (30) days after City notifies Consultant. If Consultant fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Consultant shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Consultant did not knowingly employ an unauthorized alien if Consultant verified the work eligibility status of the employee through the Program.
- 5.20.2 If Consultant employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.20.3 Consultant shall, prior to performing any work, require each subcontractor to certify to Consultant that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Consultant shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Consultant determines that a subcontractor is in violation of this Section 5.24, Consultant may terminate its contract with the subcontractor for such violation.

5.20.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Consultants enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

5.21 Key Persons. The parties agree that the work described in this Agreement to be performed by Consultant is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Consultant, or, if Consultant is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, City may, without penalty and in its discretion, terminate this Agreement, subject to the procedures prescribed in Section 5.07.2 and make its own new Agreement with any other party for completion of the work herein described.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Fishers Arts Council ("Consultant")

By: _____

Date: _____

Printed: Laura Villanyi

CITY OF FISHERS ("City")

By: _____

Date: _____

Printed: Scott Fadness, Mayor

ATTACHMENT A: SCOPE OF SERVICES

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter “Agreement”) by and between the **City of Fishers** (hereinafter “City”) and **Fishers Arts Council** (hereinafter “Consultant”), Consultant shall do, perform, and carry out in a good and professional manner the following services:



Fishers Arts Council will serve as a contractor to the City of Fishers in 2024 in order to assist in the development of the Fishers Arts & Culture Commission and the Creative Council.

SCOPE OF WORK:

- Nurture the organic growth of the Creative Economy in Fishers through the Creative Council
- Support and promote the growth of creative professionals and creative organizations with strong ties to Fishers through the Fishers Arts & Culture Commission (FACC)

DELIVERABLES:

- Management and direction of the Fishers Creative Council:
 - o Coordinate and lead bi-monthly meetings on the second Tuesday of the month, or as the Council's schedule allows
 - o Recruit new members and engage existing members between meetings by sending notes, reminders, and updates
 - o Remind members to submit information to the ThisIsFishers website and the Hamilton County Tourism Calendar.
 - o Coordinate with City Departments (Planning & Zoning, Community & Public Relations, Fishers Parks, etc.) on proposed or upcoming events that will engage the Creative Council.
 - o Facilitate connections between the Creative Council and the FACC by providing reports to the FACC and relaying information, questions, feedback, and ideas between the two bodies, as a non-voting member representing the Creative Council on the Commission.
 - o Facilitate a grand opening art event at the new City Hall / Arts Center in

Payments and Reporting:

Fishers Arts Council will provide the above scope of work and deliverables to the City of Fishers beginning January 1, 2024 and ending Dec 31, 2024. The City of Fishers will pay Fishers Arts Council the sum of \$5,000. Fishers Arts Council will submit an invoice when the contract is approved for the full amount.

Fishers Arts Council will provide reports when requested by the Fishers Arts and Culture Commission. Fishers Arts Council will need at least two weeks notice to develop any report.

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Consultant 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 Consultant 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 Consultant, being first duly sworn, deposes and states that the Consultant does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Consultant will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Consultant): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

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

My commission expires: _____ (Signed) _____

a. Residing in _____ County, _____ State
of _____

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This document is now complete.

Fishers beginning January 1, 2024 and ending Dec 31, 2024. The City of Fishers will pay Fishers Arts Council the sum of \$5,000. Fishers Arts Council will submit an invoice when the contract is approved for the full amount.
Fishers Arts Council will provide reports when requested by the Fishers Arts and Culture Commission. Fishers Arts Council will needs at least two weeks notice to develop any report.

Fishers Arts Council Creative Council 2024
Page 8 of 9

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Professional Services Agreement; FAC 2024.docx

DocuSign Envelope ID: 0FB230E0-0CB8-460C-8A20-FBC932399226

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Consultant 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 Consultant 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 Consultant, being first duly sworn, deposes and states that the Consultant does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Consultant will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Consultant):

By (Written Signature):

(Printed Name):

(Title):

Important - Notary Signature and Seal Required in the Space Below

STATE OF INDIANA
COUNTY OF HAMILTON SS:

Subscribed and sworn to before me this 25th day of February
2024

My commission expires: 2.10.26

(Signed)

a. Residing in Hamilton
of _____

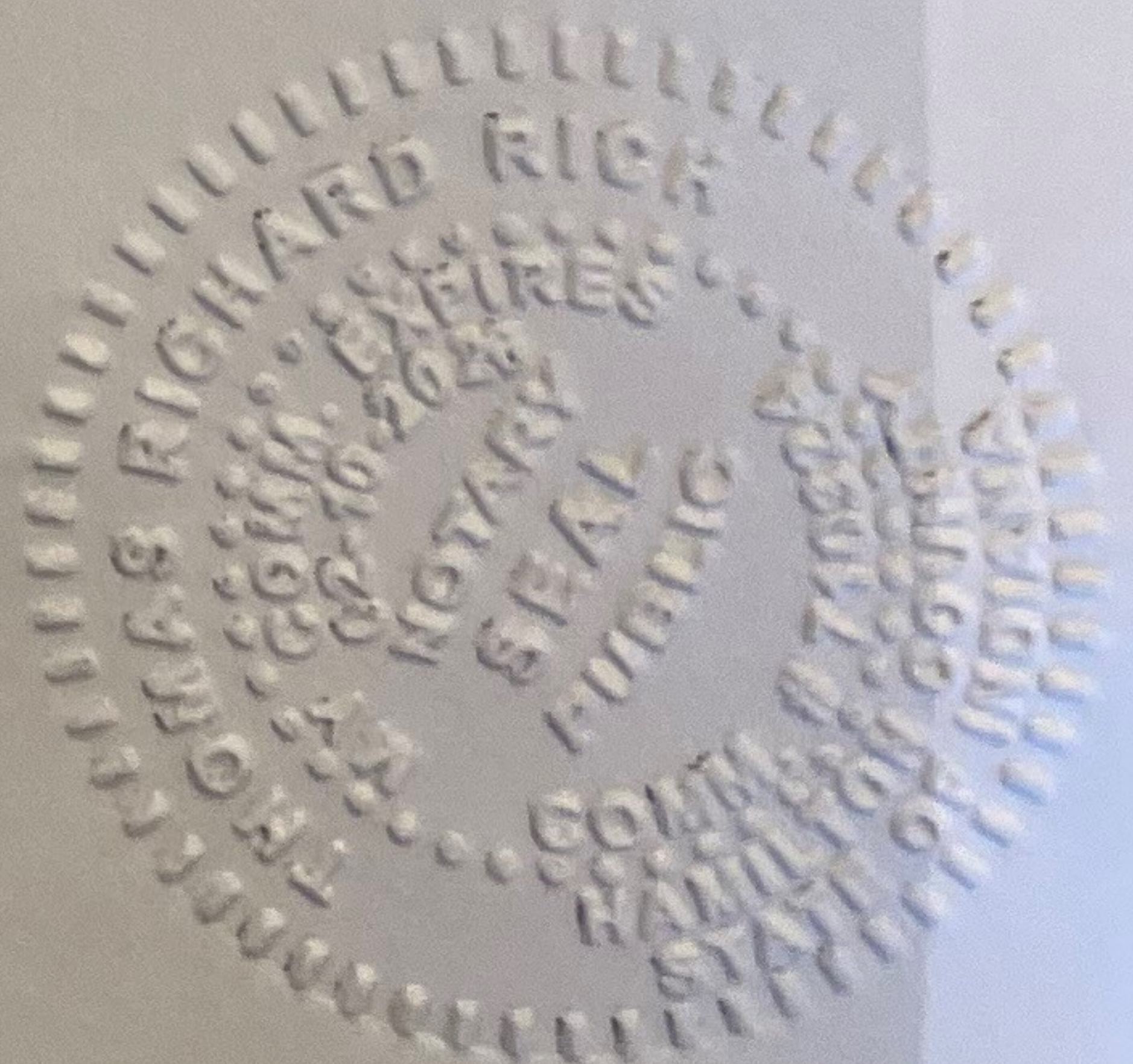
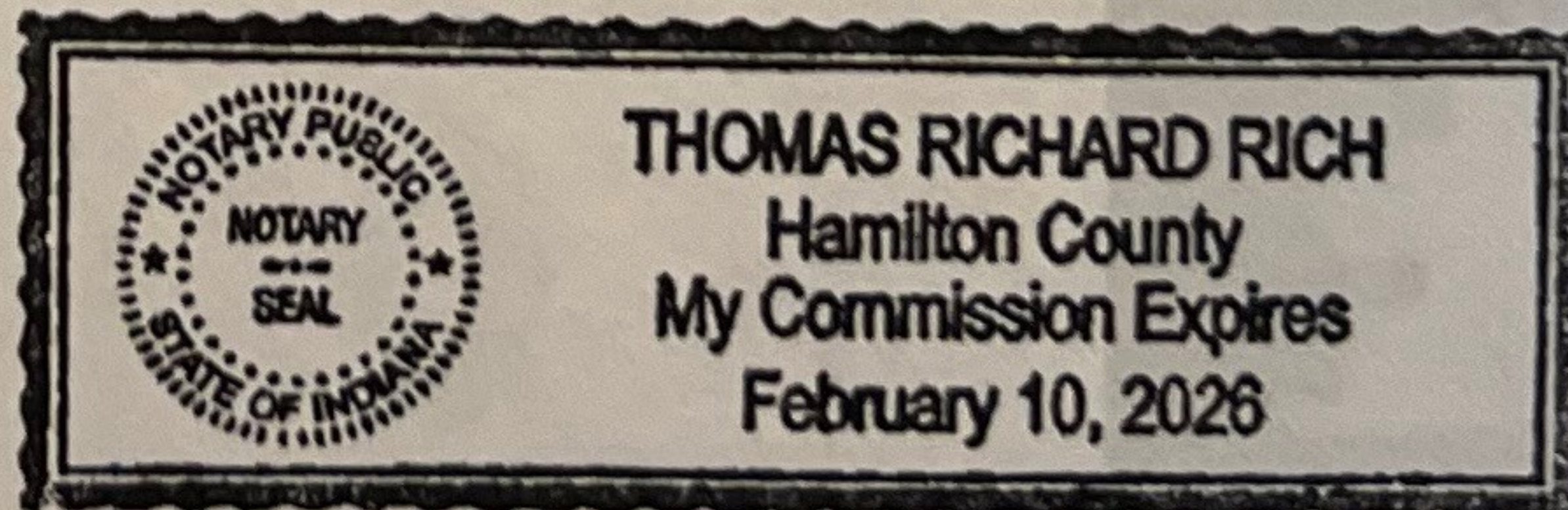
County, IN State

Fishers Arts Council Creative Council 2024
Page 9 of 9

Professional Services Agreement; FAC 2024.docx

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Board Action Form

MEETING DATE	March 12, 2024			
TITLE	Request to Declare Certain Property as Surplus			
SUBMITTED BY	Name & Title: Ed Gebhart, Chief of Police			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: R031224C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	

HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office	
	☐ Department Head	☐ Finance Committee	
	☐ Deputy Mayor	☐ Technical Advisory Committee	
	☐ Mayor	☐ Other:	
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey M. Bennett</i>		
BACKGROUND (Includes description, background, and justification)	The Fishers Police Department seeks to provide police officers who have faithfully and dutifully served the City for twenty (20) years or more with the officer's handgun as a token of appreciation for their service. Officer Bihn Dennis recently retired and FPD would like to provide him with his handgun. For purposes of the Indiana Code, the firearm would be deemed as having reached the end of its lifecycle and the cost of sale and transportation would be more than the value of the handgun		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		.
	Expenditure \$:		
	Source of Funds:		
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Surplus	
	2.	Deny the Surplus	
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Surplus.		
SUPPLEMENTAL INFORMATION (List all attached documents)	Resolution		

RESOLUTION NO. R031224C

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS & SAFETY OF THE CITY OF
FISHERS DECLARING CERTAIN PROPERTY AS SURPLUS**

WHEREAS, certain property owned by the City of Fishers Police Department (“Police Department”) is now surplus and that the same should be disposed;

WHEREAS, the Police Department seeks to provide police officers who have faithfully and dutifully served the City of Fishers (“City”) for twenty (20) years or more with the officer’s handgun as a token of appreciation for serving the community;

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

WHEREAS, IC 5-22-22-8 allows the City, without advertisement, to determine that the property is “worthless” or of no market value if the value of the property is less than the estimated costs of the sale and transportation of the property; and

WHEREAS, the property referenced below has reached the end of its lifecycle and the cost of sale and transportation is more than the value of the property and therefore is worthless and should be disposed.

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

SECTION 1. That the following City asset is hereby declared surplus, worthless, property:

Officer	Make	Model	Serial Number
Binh Dennis	Sig Sauer	40 caliber	AM118912

SECTION 2. It is further resolved that the Chief of Police shall authorize the disposal of said surplus property listed above.

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

So Resolved by the City of Fishers Board of Public Works & Safety this 12th day of March, 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
Three 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

MEETING DATE	March 12, 2024			
TITLE	Request to Approve Purchase of Three 3500HD Flatbed Trucks			
SUBMITTED BY	Name & Title: Tabatha Miller Department: Fleet Management			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R031224D	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☒ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	The Department of Fleet Management requests the Boards approval in purchasing three 3500HD flatbed trucks for the Department of Public Works to replace three trucks that are at the end of their life expectance. Trucks were approved by City Council in the 2023 Fleet Loan.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	180,000.00
	Expenditure \$:	\$176,056.80
	Source of Funds:	2023 Fleet
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve Purchase
	2.	Deny Purchase
	3.	
	4.	
PROJECT TIMELINE	Will order trucks upon approval, 6 to 12 months for delivery.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)		
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R031224D

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING A BID FOR THE PURCHASE OF THREE 3500HD FLATEBED TRUCKS

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) desires to purchase three (3) 3500HD Flatbed Trucks for its Department of Public Works (“Project”);

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

WHEREAS, Fishers now desires to award the bid to the lowest responsible and responsive bidder.

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

- Section 1.** The Board hereby awards the bid for the Project to Dan Young Chevrolet GMC, which is more particularly described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor, Director of Fleet, and their designees to execute the bid and any and all documents in furtherance of the Project.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 12th Day of March, 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey 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

BIDDER'S ITEMIZED PROPOSAL AND DECLARATIONS

Instructions To Bidders:

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

Vehicle(s): 3500 #1 Silverado

Date: 2/29/24

To: **City of Fishers, Attn: Tabatha Miller**
7228 Pymbroke Circle, Fishers, Indiana 46038

PART 1 BIDDER INFORMATION (Print)

1.1 Bidder Name: Dan Young, Tipton, J. M. Goodson

1.2 Bidder Address: 715 E Sellers St

City: Tipton State: IN Zip: 46072

Phone #: () 475-7414 Fax #: () 475-3157

1.3 Bidder is a/an [mark one]:

☐ Individual ☐ Partnership ☐ Indiana Corporation

☐ Foreign (Out of State) Corporation

☐ Joint Venture

☐ DBE

Other: LLC

1.4 [The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the City of Fishers, Hamilton County, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the "Indiana Code 23-1-49 et seq" General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 13, 1958.]

1. Corporation Name: Dan Young, Tipton LLC

2. Address: 715 E Sellers St

3. Date registered with State of Indiana:

4. Indiana Registered Agent:

Name: Jane Goodson
Address:

PROPOSAL (BID)

2.1 For the Base Bid, the undersigned Bidder proposes to furnish all necessary labor, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Specifications for the above-described Vehicle(s), including any and all addenda thereto, for the total lump sum for the Vehicle(s) of 176056.80 dollars (\$). The lump sum price equates to 586256 dollars (\$) per Vehicle.

2.2 The undersigned Bidder proposes to furnish all necessary labor, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the times(s) provided by the terms and conditions of the Specifications for the Alternates (as listed herein) chosen by the OWNER, including any and all addenda thereto, for the total lump sum for each alternate as stated.

Alternate 1 N/A dollars \$, per vehicle;
Alternate 2 dollars \$, per vehicle;
Alternate 3 dollars \$, per vehicle;

2.3 The undersigned Bidder proposes the following prices for the trade-in vehicle:

Year	Make	Serial Number/Model Number	Mileage	Trade-in Price
<u>2014</u>	<u>Chrysler</u>	<u>2500 H2A order price 176056</u>	<u>00000</u>	
			<u>Trade-In</u>	
			<u>TOTAL:</u>	

2.4 Bidder states the Net Bid is as follows:

Total gross amount of purchase (Section 2.1) \$ 176056
Total amount of trade(s) (Section 2.3) \$
Final Bid - Net amount of Purchase \$

2.4 By submitting Bid the Bidder agrees the Bid proposal and price(s) contained herein shall be valid for ninety (90) days from Bid opening.

PART 3

INSTRUCTIONS TO BIDDERS AND ADDENDA

- 3.1 The Bidder agrees to be bound by the terms and provisions of these Instructions to Bidders as defined herein by reference
- 3.2 The Bidder acknowledges receipt of the following addenda:

Addendum Number

Date

PART 4
EXCEPTIONS

Instructions To Bidders:

- 4.1 The Bidder shall fully state each exception taken to the Specifications or the Instructions to Bidders.
- 4.2 Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Instructions to Bidders may result in this Bid being rejected as non-responsive.
- 4.3 Exceptions:

Truck to be ordered

Bed delete

PART 5
ADDITIONAL DECLARATIONS

Bidder certifies that it has informed itself fully regarding all conditions under which it will be obligated by these Instructions to Bidders, and knows, understands and accepts the existing conditions. Bidder further certifies that it has thoroughly reviewed the Instructions to Bidders, Specifications, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning the Instructions to Bidders, Specifications, and Addenda.

PART 6
SIGNATURES

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

Written Signature:

James S. Goodson

Printed Name:

James S. Goodson

Title:

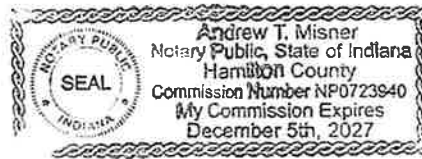
Fleet Manager

Important - Notary Signature and Seal Required in the Space Below

STATE OF IN

COUNTY OF Tipton

SS:



Subscribed and sworn to before me this 29 day of February, 2024.

My commission expires: 12/5/2027

(Signed)

Andrew T. Misner

Residing in Hamilton

County, State of Indiana

Specifications

Three (3) New 3500HD Crew Cab Flatbed Trucks

General Specifications

1. Trucks shall be 14,000 GVWR
2. Truck shall have ~~duel~~ rear wheels
3. Truck shall be a crew cab design, chassis only
4. Trucks shall be Red Hot in color
5. Trucks shall have a 58" to 60" CA
6. Truck shall be 4x4 with dash mounted shift on the fly activation
7. Truck shall be equipped with a tow package, 7-way spade RV wiring and integrated brake controller
8. Truck shall have extendable tow mirrors
9. Truck shall have snowplow prep package
10. Truck shall have seven (7) heavy duty steel wheels
11. Truck shall have seven (7) load range E mud/snow tires
12. Truck shall come ~~with 3~~ full sets of keys

Engine and Transmission

1. Truck shall have an automatic transmission with overdrive
2. Truck shall be able to tow and plow snow
3. Truck shall have a heavy-duty automatic locking differential
4. Truck shall be equipped with a transmission cooler
5. Truck shall have a 6.6L gasoline engine
6. Truck shall have dual batteries

Interior Specifications

1. Truck shall have ~~air~~ conditioning
2. Truck shall have vinyl seats
3. Truck shall have heavy duty vinyl floors
4. Truck shall be equipped with an AM/FM radio
5. Truck shall have intermittent wipers
6. Truck shall have power windows, door locks, and mirrors
7. Truck shall have 4 upfitter switches

General Specifications for Flatbed

1. 8 x 9 aluminum flatbed
2. Flatbed shall have a recessed gooseneck compartment with a 2 5/16 ball
3. Truck shall be equipped with an 8T receiver style hitch W/ 7-way RV style plug
4. Flatbed shall have stake pockets on both sides and rear of bed sized to accept 2" x 4" lumber
5. Flatbed shall be mounted in such a way as to not hinder fueling of truck
6. Flatbed shall have two 30" aluminum diamond tread .125 under bed toolboxes
7. Flatbed shall have lighting in accordance with FMVSS and will be LED
8. Flatbed shall have 2 stop/turn/tail, 2 clear work lights and 2 amber strobes mounted in headache rack
9. Work lights in headache rack shall be wired to one of the factories upfitter switches
10. All strobe safety lighting shall be wired to one of the factories upfitter switch
11. Rear skirt of flatbed shall have 2 stop/turn/tail, 2 backup lights and 2 amber strobes
12. Truck shall have audible back up alarm

Warranty

1. Quoter shall include warranty coverage periods for bumper to bumper, power train and corrosion.
2. Quoter shall include all service and repair manuals for all equipment.

All vehicles or equipment shall be fully inspected and any defects or recalls corrected prior to acceptance by the City of Fishers. This shall include paint issues including manufacturing and transportation items.

All vehicles or equipment shall be delivered to the City of Fishers Fleet Management Department. 7228 Pymbroke Circle, Fishers IN 46038

BIDDER'S ITEMIZED PROPOSAL AND DECLARATIONS

Instructions To Bidders:

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

Vehicle(s): 3 3500 DHA Flat Bed Truck

Date: 2/22/2024

To: **City of Fishers, Attn: Tabatha Miller**
7228 Pymbroke Circle, Fishers, Indiana 46038

PART 1 **BIDDER INFORMATION** **(Print)**

1.1 Bidder Name: Dan Young Tipton (Tim Goodson)

1.2 Bidder Address: Street Address: 875 E Jefferson St.
City: Tipton State: IN Zip: 46072
Phone #: (765) 675-7434 Fax #: (765) 675-8157

1.3 Bidder is a/an [mark one]:

☐ Individual ☐ Partnership ☐ Indiana Corporation
☐ Foreign (Out of State) Corporation
☐ Joint Venture ☐
☐ DBE
Other: LLC

1.4 [The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the City of Fishers, Hamilton County, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the "Indiana Code 23-1-49 et seq" General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 13, 1958.]

- 1 Corporation Name: Dan Young Tipton LLC
- 2 Address: 875 E Jefferson St Tipton Ind 46072
- 3 Date registered with State of Indiana:
- 4 Indiana Registered Agent:
JAMES GOODSON
Name:
Address:



Hirlinger Chevrolet

Mike Hirlinger | 812-637-3222 | Mike@hirlingerchevrolet.com

Prepared For: City of Fishers

317-595-3252

millert@fishers.in.us

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA
Work Truck

Request for bid Three (3) new 3500 HD Crew Cab Flatbed Trucks

Bid opening Date: March 1, 2024

BIDDER'S ITEMIZED PROPOSAL AND DECLARATIONS

Instructions To Bidders:

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

Vehicle(s): Three (3) 2024 New Chevy Silverado 3500 HD Crew Cab Flatbed Trucks

Date: 3-1-2024

To: **City of Fishers, Attn: Tabatha Miller**
7228 Pymbroke Circle, Fishers, Indiana 46038

PART 1 **BIDDER INFORMATION** **(Print)**

1.1 Bidder Name: HIRLINGER MOTORS, INC

1.2 Bidder Address: Street Address: 1582 HARRISON BROOKVILLE RD.
City: W. HARRISON State: IN Zip: 47060
Phone #: (812) 637-3222 Fax #: (812) 637-4668

1.3 Bidder is a/an [mark one]:

☐ Individual ☐ Partnership ☐ Indiana Corporation
☒ Foreign (Out of State) Corporation
☐ Joint Venture ☐
☐ DBE
Other: _____

1.4 [The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the City of Fishers, Hamilton County, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the "Indiana Code 23-1-49 et seq" General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 13, 1958.]

- .1 Corporation Name: HIRLINGER MOTORS, INC
- .2 Address: 1582 HARRISON BROOKVILLE RD. W. HARRISON, IN 47060
- .3 Date registered with State of Indiana: 3-6-1979
- .4 Indiana Registered Agent:
Name: LEONARD T. HIRLINGER
Address: 1582 HARRISON BROOKVILLE RD
W. HARRISON, IN 47060

BUSINESS INFORMATION
CONNIE LAWSON
INDIANA SECRETARY OF STATE
03/21/2019 12:57 PM

Business Details

Business Name: **HIRLINGER MOTORS INC** Business ID: **197903-146**
Entity Type: **Foreign For-Profit Corporation** Business Status: **Active**
Creation Date: **03/06/1979** Inactive Date:
Principal Office Address: **1582 HARRISON BROOKVILLE RD,
WEST HARRISON, IN, 47060, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Ohio** Business Entity Report Due
Date: **03/31/2021**
Original Formation Date: **01/01/1800** Years Due:

Principal Information

Title	Name	Address
Secretary	MICHAEL J HIRLINGER	1193 GLENEAGLES CT, CINCINNATI, OH, 45233, USA
President	LEONARD T HIRLINGER	10461 DEERTAIL, HARRISON, OH, 45030, USA

Registered Agent Information

Type: **Individual**
Name: **Leonard T. Hirlinger**
Address: **1582 Harrison Brookville Rd, W Harrison, IN, 47060 - 9009, USA**

State of Indiana
Office of the Secretary of State

Certificate of Assumed Business Name
of
HIRLINGER MOTORS INC

I, CONNIE LAWSON, Secretary of State, hereby certify that a Certificate of Assumed Business Name of the above Foreign For-Profit Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

Following said transaction, the above named entity will transact business under the assumed business name(s) of:

HIRLINGER CHEVROLET

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, May 15, 2017.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 15, 2017.

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

197903-146 / 7603693

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

PART 6
SIGNATURES

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

Written Signature: _____

Printed Name: _____

Title: _____


MIKE J. Hurlinger
V.P.

Important - Notary Signature and Seal Required in the Space Below

STATE OF Ohio

COUNTY OF Hamilton

SS:



LEONARD T. HURLINGER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 07-30-27

20 24 Subscribed and sworn to before me this 22 day of Feb.

My commission expires: 7-30-27

(Signed) _____

Residing in Hamilton

County, State of Ohio

PROPOSAL (BID)

2.1 For the Base Bid, the undersigned Bidder proposes to furnish all necessary labor, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Specifications for the above-described Vehicle(s), including any and all addenda thereto, for the total lump sum for the Vehicle(s) of ONE HUNDRED EIGHTY FOUR THOUSAND - EIGHT HUNDRED SEVENTY TWO dollars (\$ 184,872.00). The lump sum price equates to SIXTY ONE THOUSAND SIX HUNDRED TWENTY FOUR dollars (\$ 61,624.00) per Vehicle.

2.2 The undersigned Bidder proposes to furnish all necessary labor, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the times(s) provided by the terms and conditions of the Specifications for the Alternates (as listed herein) chosen by the OWNER, including any and all addenda thereto, for the total lump sum for each alternate as stated.

Alternate 1 N/A dollars \$ _____, per vehicle;
Alternate 2 _____ dollars \$ _____, per vehicle;
Alternate 3 _____ dollars \$ _____, per vehicle;

2.3 The undersigned Bidder proposes the following prices for the trade-in vehicle:

Year	Make	Serial Number/Model Number	Mileage	Trade-in Price
		<u>N/A</u>		
			<u>Trade In</u>	
			<u>TOTAL:</u>	

2.4 Bidder states the Net Bid is as follows:

Total gross amount of purchase (Section 2.1) \$ 184,872.00
Total amount of trade(s) (Section 2.3) \$ -
Final Bid - Net amount of Purchase \$ 184,872.00

2.4 By submitting Bid the Bidder agrees the Bid proposal and price(s) contained herein shall be valid for ninety (90) days from Bid opening.

PART 3

INSTRUCTIONS TO BIDDERS AND ADDENDA

- 3.1 The Bidder agrees to be bound by the terms and provisions of these Instructions to Bidders as defined herein by reference
- 3.2 The Bidder acknowledges receipt of the following addenda:

Addendum Number

Date

N/A

N/A

PART 4
EXCEPTIONS

Instructions To Bidders:

- 4.1 The Bidder shall fully state each exception taken to the Specifications or the Instructions to Bidders.
- 4.2 Bidder is cautioned that any exception taken by Bidder and deemed by Owner to be a material qualification or variance from the terms of the Instructions to Bidders may result in this Bid being rejected as non-responsive.
- 4.3 Exceptions:

- TIRES WILL BE "ALL-TERRAIN" TREAD, NOT MUD/SNOW
- QUOTE DOES NOT INCLUDE SERVICE/REPAIR MANUEL

Miller, Tabatha

From: Roger Hicks <rhicks@hareauto.com>
Sent: Friday, February 23, 2024 4:52 PM
To: Miller, Tabatha
Subject: Re: Request for Quote

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

General Motors has cut off orders on al Silverado 3500 Cab Chassis, effective as of this date.

We will not be able to submit a bid for them.

Thank you for the opportunity.

Roger Hicks
Hare Chevrolet
317-674-1472

From: Miller, Tabatha <millert@fishers.in.us>
Sent: Wednesday, February 14, 2024 4:03 PM
To: Roger Hicks <rhicks@hareauto.com>
Subject: RE: Request for Quote

CAUTION: This email originated from outside of Asbury. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you!

TABATHA MILLER

Director, Fleet Management

317 595 3252

millert@fishers.in.us

fishersin.gov



City of Fishers is hiring! [Click to view opportunities.](#)

From: Roger Hicks <rhicks@hareauto.com>
Sent: Wednesday, February 14, 2024 4:00 PM
To: Miller, Tabatha <millert@fishers.in.us>
Subject: Re: Request for Quote

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

Order out on the 2024 model year has occurred, however I spoke with the Fleet Center manager and was told they would do a will try order. No guarantee of a build, but they sounded positive to me.

Will do the best we can.

Thanks
Roger Hicks
Hare Chevrolet
317-674-1472

From: Miller, Tabatha <millert@fishers.in.us>
Sent: Wednesday, February 14, 2024 3:01 PM
To: Roger Hicks <rhicks@hareauto.com>
Subject: Request for Quote

CAUTION: This email originated from outside of Asbury. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Afternoon Roger,

I have a need to order three 3500 flatbed trucks, I have attached our Request for Bid form with the specs.

Let me know if you have any questions.

Thank you!

TABATHA MILLER
Director, Fleet Management
317 595 3252
millert@fishers.in.us
fishersin.gov



City of Fishers is hiring! [Click to view opportunities.](#)





Board Action Form

MEETING DATE	03/12/2024			
TITLE	Request to Approve Purchase Replacement Turnout Gear and Fire Boots			
SUBMITTED BY	Name & Title: Charlie Fadale, Deputy Chief Department: Fire			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution R031224E	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	Fire & Emergency Services is requesting to purchase 26 sets of replacement turnout gear and 25 pairs of fire boots. This was a planned purchase, and it is included in the 2024 budget.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$153,000
	Expenditure \$:	\$114,678
	Source of Funds:	2024 Fire Department Operating Budget
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve purchase.
	2.	Deny Purchase
	3.	
	4.	
PROJECT TIMELINE	If approved we will place the order as soon as possible. Delivery could take 6 to 8 months.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends the approval of this purchase.	
SUPPLEMENTAL INFORMATION (List all attached documents)	Exhibit A – Quotes	

RESOLUTION NO. R031224E

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING A SPECIAL PURCHASE OF REPLACEMENT TURNOUT
GEAR AND FIRE BOOTS**

WHEREAS, in accordance with Ind. Code §5-22-10, et. seq., a purchasing agent may make a purchase without soliciting bids or proposals under various circumstances;

WHEREAS, the City of Fishers (“City”), by and through its Fire & Emergency Services Department (“FFD”) desires to purchase certain turnout gear and fire boots, as more particularly described in Exhibit A, attached hereto and incorporated herein (“Turnout Gear”), from Hoosier Fire Equipment, Inc. (“Hoosier Fire”);

WHEREAS, Hoosier Fire is the local distributor for Globe products, which FFD currently utilizes for its customizable products, including turnout gear;

WHEREAS, in accordance with Ind. Code §5-22-10-8, a purchasing agent may make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase, and only one source meets the using agency’s reasonable requirements; and

WHEREAS, the Board now desires to approve the City’s special purchase of the Turnout Gear as further provided herein.

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

SECTION 1. The Board hereby approves the City’s special purchase of the Turnout Gear with Hoosier Fire, all as more particularly described in Exhibit A, attached hereto and incorporated herein.

SECTION 2. The Board hereby authorizes the Chief of Fire & Emergency Services Department or his designee to execute the special purchase of the Turnout Gear, and any and all ancillary documents necessary to effectuate its intent.

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

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 12th day of March, 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____DATE: _____
Kari Adriano, Board Clerk

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

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



QUOTATION

DATE: March 4, 2024

QUOTE TO: Fishers Fire Department
2 Municipal Drive
Fishers, IN 46038

SALES REP.: Shane Maple
EMAIL: smaple@hoosierfire.com
PHONE: (765) 465-9495
FAX: (317) 891-7375

ATTN: D.C. Charlie Fadale

EMAIL:

SHIP: HFE/Sales Rep

TERMS: Net 10 Days

FOB: Shipping Point

CONDITIONS: QUOTE VALID FOR 30 DAYS UNLESS OTHERWISE NOTED. THE PRICES QUOTED ARE FOR THE SPECIFIC QUANTITIES, STYLES, TERMS AND CONDITIONS AS INDICATED. ANY DEVIATIONS MAY INVALIDATE THIS QUOTATION.

ITEM	QTY	MFG	PART #	DESCRIPTION	EACH	TOTAL
1.	25	Globe	120A420	Globe 14" Supreme Structural Fire Boot with Artic Grip Sole.	\$554.00	\$13,850.00
2.						\$0.00
3.						\$0.00
4.						\$0.00
5.						\$0.00
6.						\$0.00
QUOTE TOTAL						\$13,850.00

NOTES & COMMENTS:

- a. **Firefighter Globe Supreme Boots replacement**
- b.
- c.
- d.
- e.
- f.

QUOTATION PREPARED BY:

Shane Maple



QUOTATION

DATE: March 4, 2024

QUOTE TO: Fishers Fire Department
2 Municipal Drive
Fishers, IN 46038

SALES REP.: Shane Maple
EMAIL: smaple@hoosierfire.com
PHONE: (765) 465-9495
FAX: (317) 891-7375

ATTN: D.C. Charlie Fadale
EMAIL: fadalec@fishers.in.us
SHIP: Direct/Best Way

TERMS: Net 10 Days
FOB: Shipping Point

CONDITIONS: QUOTE VALID FOR 30 DAYS UNLESS OTHERWISE NOTED. THE PRICES QUOTED ARE FOR THE SPECIFIC QUANTITIES, STYLES, TERMS AND CONDITIONS AS INDICATED. ANY DEVIATIONS MAY INVALIDATE THIS QUOTATION.

ITEM	QTY	MFG	PART #	DESCRIPTION	EACH	TOTAL
1.	26	Globe	DK245-G	Globe G-Xcel Style Jacket 29/33 in Flex7 Black Outer Shell	\$2,085.00	\$54,210.00
				Titanium SL2 Thermal Liner		
				Crosstech Black Moisture Barrier		
				3" NYC Lime/Yellow Comfort Trim		
				Hook & Dee In/ Velcro Out Closure		
				2X8X8 Semi Expansion Pocket with Handwarmer.		
				Coat Hook (5" Above Velcro Strap) Right Chest		
				Mic Strap 1" X 3" Right Chest just above Coat Hook.		
				3X3.5X9 Radio Pocket on Left Chest		
				3" Lime/Yellow Comfort Trim over Radio Pocket		
				Mic Strap 1" X 3" on Left Chest		
				Sleeveband with Gray Nomex Wrister with Thumb Loop		
				Black Arashield Cuff Reinforcement		
				Hem Snaps on Shell (2)		
				Hem Snaps on Liner (2)		
				6" Lime/Yellow "F" Center with 4" "F" on left and 4" "D" on right of the 6" "F"		
				Radio Pocket Flap 2" Wide		
				1" X 12" Strap on Right Chest above Trim		
				Mic Strap 1" X 3" on Storm Flap (5" from top of Flap (Hoz Ctr Slnt L Up)		

				3" Lime/Yellow Letters Sewn to Row "G" for 27/31", Row "G" for 29/33 and Row "H" for 32/36" Firefighter Names. Avg. 8 letters		
4.	26	Globe	FK245-G	Globe GPS Style Pant in Flex7 Black Outer Shell	\$1,793.00	\$46,618.00
				Titanium SL2 Thermal Liner		
				Crosstech Black Moisture Barrier		
				3" Lime/Yellow Comfort Trim around Cuffs		
				CLOSURE: Wide Belt Loops with Full Nomex Belt.		
				Black Arashield Front Expansion 2x10x10		
				Kevlar 3 Compartment Tool Right Pocket		
				Kevlar 3 Compartment Tool Left Pocket		
				Arashield Cuff Reinforcement		
				Arashield Knee Cover		
				Silicone Padded Knees		
				Black Padded Ripcord H-Back Suspender		
				3" Lime/Yellow "F" center with 2" "F" on Left and 2" "D" on Right Centered on Left Side. #*L PKT FLP CTR*		
				Globe Pant Guard		
QUOTE TOTAL					\$100,828.00	

NOTES & COMMENTS:

- a. **Career Firefighters Replacement Globe Gear**
- b.
- c.
- d.
- e.
- f.

QUOTATION PREPARED BY:

 Shane Maple



Board Action Form

MEETING DATE	March 12, 2024			
TITLE	Resolution Approving Professional Services Agreement (Construction Consulting)			
SUBMITTED BY	Name & Title: Elliott Hultgren, Deputy Mayor			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: R031224F	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	From time to time, the City retains consultants to provide assistance with the City's construction projects. Now, the City desires to enter into a professional services agreement with BW Construction, LLC substantially similar to the professional services agreement for construction consulting services that is the subject of this resolution.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$115,000.00
	Expenditure \$:	\$115,000.00
	Source of Funds:	construction proceeds
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Agreement
	2.	Reject the Agreement
	3.	
	4.	
PROJECT TIMELINE	3/24-12/25	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the agreement.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R031224F

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT
(CONSTRUCTION CONSULTING)**

WHEREAS, from time to time, the City of Fishers, Hamilton County, Indiana (“City”) retains consultants to provide assistance with the City’s construction projects;

WHEREAS, the City now desires to enter into a professional services agreement with BW Construction, LLC substantially similar to the Professional Services Agreement attached hereto as **Exhibit A** for consulting services related to construction of the City’s Community Center (the “Agreement”); and

WHEREAS, capitalized terms used but not defined herein shall have the meaning ascribed to such words in the Agreement.

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

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

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

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

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 12th day of March, 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2024 (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the “City”), and BW Construction, LLC, an Indiana limited liability company (the “Consultant”) as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the Consultant to provide construction consultant services for the City’s planned community center to be constructed on properties currently generally known as 0 Hoosier Road and 12102 Hoosier Road and identified, respectively, by property identification numbers 13-11-33-00-00-010.002 and 13-11-33-00-00-005.000 (jointly, the “Site”) as specifically included in the Scope of Work attached hereto and incorporated herein as Exhibit A (individually or collectively, the “Services”).
2. **TERM.** This Agreement shall be for a period commencing on the Effective Date and ending on the later of (a) completion of the Services, or (b) December 31, 2025, unless earlier terminated in accordance with the provisions of this Agreement (the “Term”). In no event shall payments be made for work done or Services performed after expiration of the Term.
 - A. **Early Termination.** Either Party may terminate this Agreement by giving thirty (30) days written notice of termination to the other Party. Additionally, the City may immediately terminate this agreement upon written notice if (a) Consultant (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Consultant’s contractual relationship with the City); or (ii) it becomes generally known that Consultant is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise; or (b) the Consultant breaches a fiduciary duty owed to City as a result of performance or nonperformance of the Services.
 - B. **Termination for Material Default.** In the event of material default, the non-defaulting Party may terminate this Agreement upon three (3) days’ written notice which right shall not be subject to the right to cure.
 - C. **Survival.** Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of this Agreement, including provisions for payment of amounts owed for work performed under this Agreement during the Term and prior to termination as provided herein.
3. **CONFIDENTIALITY.** Consultant acknowledges that it may be provided certain confidential nonpublic trade secrets, ideas, samples, models, processes, techniques, methods, drafts, know-how, business information, financial information, research,

developmental information, client lists, prospect lists, marketing plans and other similar types of information (individually or collectively, "Confidential Information").

Consultant shall exclusively use Confidential Information for the purpose of performing, and assisting in the performance of, the Services. Consultant shall keep all Confidential Information and not disclose any of the same, or any details thereof, or any information relating thereto or derived or developed therefrom, to any third party, without the City's prior written consent. Upon conclusion of the Term, Consultant shall return to City all Confidential Information. This provision shall survive termination of this Agreement.

4. **CONSIDERATION.** For and in consideration of and as a material inducement for Consultant satisfying its obligations included herein, Consultant shall be paid \$115,000.00, which amount shall be paid in twenty-two (22), equal monthly installments of Five Thousand, Two Hundred Twenty-Seven and 27/100 Dollars (\$5,227.27.00) beginning on March 15, 2024 and continuing on or before the 5th day of each consecutive month through December 1, 2025 (the "Retainer Term"). For any portion of the Services performed after expiration of the Retainer Term, Consultant shall be paid \$200.00, per hour, which amounts shall be billed to the City and accompanied by a specific description of the Services performed. The City shall pay any such invoices within thirty (30) days of receipt thereof.
5. **INDEMNIFICATION.** Consultant shall indemnify and hold harmless City from and against any and all Claims arising from or connected with: (a) breaches by Consultant under contracts to which Consultant is a party, to the extent that such contracts relate to the performance of the Services by Consultant or any party acting by, under, through, or on behalf of Consultant; (b) the negligence or willful misconduct of Consultant or any party acting by, under, through, or on behalf of Consultant; or (c) the breach by Consultant of any term or condition of this Agreement or any Ancillary Agreement. For purposes of this Agreement, "Claims" shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.
6. **COMPLIANCE WITH LAWS.** During the Term, Consultant shall fully comply with the Laws while delivering the Services. For purposes of this Section 6, "Laws" shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, as amended. Moreover, Consultant acknowledges and agree that the City must comply with the Laws, including, without limitation, Indiana's Access to Public Records Acts, Ind. Code § 5-14-3 *et. seq.* and in so complying the City shall disclose the contents of this Agreement and the exhibits attached hereto.
7. **GOVERNING LAW.**
 - A. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. All proceedings arising in connection with this Agreement

shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana.

- B. If any section, paragraph, term, condition, or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

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

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

9. INSURANCE. During the Term, Consultant shall maintain comprehensive general liability insurance for full coverage of any claims of any liability arising in any way out of its acts or omissions performed pursuant to this Agreement. Limits of coverages shall not be less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate.

10. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, City and Consultant, and their respective successors and assigns; provided, however, Consultant may only assign this Agreement upon written approval of the City. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Consultant waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Consultant may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by City and Consultant. The invalidity, illegality, or unenforceability of any one or more of the terms and

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

[signatures on following pages]

City of Fishers, Hamilton County, Indiana

BW Construction, LLC

By: _____
Scott Fadness, Mayor

By: _____
Its: _____

EXHIBIT A SCOPE OF WORK

**City of Fishers – New Community Center
Owner’s Representative Services Proposal
2/12/2024**



BW Construction offers the following proposal to serve the City of Fishers as their owner’s representative on the upcoming Community Center project. BW Construction will represent the City of Fishers on all project matters and fulfill the following scope of work. Additional scope and responsibilities can be discussed and added as each party deems necessary.

General Services:

1. Working closely with City officials, BW Construction shall have advisory responsibility to the City for project matters.
2. Attend, facilitate, and assist City at all OAC Project meetings either virtually or in person.
3. Maintain the overall project budget on behalf of the city, with input from all project stakeholders.
4. Maintain an overall project milestone schedule with input from all project stakeholders.
5. Conduct visits to the site as required (minimum bi-weekly).

Construction Phase Services:

1. Monitor project schedule with input from all Project Team members and advise with monthly updates.
2. Monitor overall phasing plans with input from all Project Team members.
3. Monitor construction partner requirements of all government approvals for permits, variances and inspections.
4. Review and approve all pay applications on behalf of the city to process and pay.
5. Manage overall project contingency and allowance logs and advise City of potential change orders.
6. Monitor status of inspections, change orders, construction changes, shop drawings and submittals to assure they are on schedule.
7. Assist in monitoring independent testing procedures with Architect/Engineer and Contractors.
8. Monitor all punch list inspections and ensure completion.
9. Review all necessary operation and maintenance training and manuals for City turnover.
10. Facilitate and monitor project close-out activities including Architect’s issuance of certificates of substantial completion, as-built drawings, completion of punch list work scopes, start-up and commissioning of systems, coordination of final lien waivers, operation and maintenance manuals, contractor warranties, final walk thru inspections.

EXHIBIT B
E-VERIFY AFFIDAVIT

_____ ("**Affiant**"), the _____ of BW Construction, LLC an Indiana limited liability company ("**Consultant**"), effective as of _____, 2024 (the "**Effective Date**"), hereby certifies and affirms the following on behalf of Consultant:

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

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

BW Construction, LLC

By: _____

Its: _____



Board Action Form

MEETING DATE	March 12, 2024			
TITLE	Request to approve a sewer variance for the Conner Prairie Museum Expansion			
SUBMITTED BY	Name & Title: Hatem Mekky, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R031224G	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	Conner Prairie is expanding their main building. In doing so they have to raise the manhole adjacent to the building which means they will no longer meet the sanitary sewer standard for a building to be at least one (1) foot higher than the nearest manhole. This document requires the property owner to acknowledge they do not meet this standard and indemnifies Fishers if there is ever a sewer backup into the building.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	This agreement does not include a financial transaction.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve waiver
	2.	Deny approval
	3.	Take no action
	4.	
PROJECT TIMELINE	Construction will begin in 2024.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this variance.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A - Waiver	

RESOLUTION NO. R031224G

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING SEWER ACKNOWLEDGMENT, RELEASE, AND INDEMNITY (CONNER PRAIRIE)

WHEREAS, on January 18, 2022, as Resolution R011822A, the City of Fishers Board of Public Works and Safety adopted its Standard Construction Specifications that provide uniform standards for all street, storm sewer and sanitary sewer construction project located within the City (“City Standards”);

WHEREAS, Connor Prairie Museum, Inc. (“Connor Prairie”) owns property located at 13400 Allisonville Road, Fishers Indiana, Parcel No. 15-10-25-00-00-001.001;

WHEREAS, Connor Prairie is undergoing a construction project to expand their Welcome Center (“Project”) and have requested to proceed with the construction, installation and/or connection of a private sewer collection system, transmission line, and/or lateral as part of the Project (“Plans”);

WHEREAS, the Plans do not meet the City Standards but Connor Prairie desires to proceed with the Plans and has requested a variance from the City Standards; and

WHEREAS, Connor Prairie and the City desire to enter into the Sewer Variance Acknowledgement, Release and Indemnity as set forth in Exhibit A, attached hereto and incorporated herein.

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

- Section 1.** The Board hereby approves Sewer Variance, Acknowledgement, Release and Indemnity, as more particularly described in Exhibit A, which is attached hereto and incorporated herein.
- Section 2.** The Board hereby further authorizes the Mayor to execute the Agreement and any and all documents necessary to effectuate its intent.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 12th day of March 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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

(i) I/we have the authority to execute and enter into this document, have full authority to perform its obligations, and no further approval or consent by any other person or entity is required.

In addition, in consideration and as a material inducement for the City permitting me/us to proceed with the Plans, I/we further agree, on behalf of ourselves and our successors and assigns, as follows:

(j) I/we shall indemnify, defend, and hold harmless the City and its respective officers, agents, officials and employees for, from, and against any and all damages, liability, claims (including, without limitation, those brought by third (3rd) parties), actions, causes of action, judgments, and liens arising out of development, construction, or use of the Plans, this Variance, or any act or omission or breach of any provision of this Variance by I/we, and our successors or assigns, including but not limited to any sewage backup. 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;

(k) I/we will obtain and maintain an insurance policy for any building or structure served by the Plans for the full amount of such building or structure, that includes a special insurance rider/endorsement for sewage backup;

(l) the City shall be entitled to recover its costs and attorneys' fees in any suit concerning this document; and

(m) I/we will record this document in the chain of title of the real property, and it shall be binding upon and enforceable against me/us, and our heirs, executors, administrators, and/or successors and assigns, including any successor owners of the impacted real estate.

[signatures on following pages]

City of Fishers, Indiana:

Signed: _____
Scott Fadness, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

WITNESS my hand and notarial seal this ____ day of _____, 20____.

Notary Public

Printed Signature

My Commission Expires: _____ My County of Residence: _____

Owner: _____

Signed: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the _____ of _____, and, after being duly sworn, stated that the representations therein are true and correct, and acknowledged the execution of the foregoing for and on behalf of said entity.

WITNESS my hand and notarial seal this ____ day of _____, 20____.

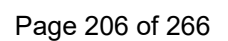
Notary Public

Printed Signature

My Commission Expires: _____ My County of Residence: _____

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Stephen C. Unger

This instrument prepared by Stephen C. Unger, Attorney at Law, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204

C300
UTILITY PLAN





Board Action Form

MEETING DATE	March 12, 2024			
TITLE	Request to approve a sewer variance for the Carrington Homes Office			
SUBMITTED BY	Name & Title: Hatem Mekky, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R031224H	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	Carrington Homes is making improvements to their main office which is an existing building. They are currently on septic and will be connecting to an existing sanitary sewer. The building does not meet the sanitary sewer standard for a building to be at least one (1) foot higher than the nearest manhole. This document requires the property owner to acknowledge they do not meet this standard and indemnifies Fishers if there is ever a sewer backup into the building.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	This agreement does not include a financial transaction.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve waiver
	2.	Deny approval
	3.	Take no action
	4.	
PROJECT TIMELINE	Construction will begin in 2024.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this variance.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A - Waiver	

RESOLUTION NO. R031224H

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING SEWER ACKNOWLEDGMENT, RELEASE, AND INDEMNITY (CARRINGTON HOMES)

WHEREAS, on January 18, 2022, as Resolution R011822A, the City of Fishers (“City”) Board of Public Works and Safety adopted its Standard Construction Specifications that provide uniform standards for all street, storm sewer and sanitary sewer construction project located within the City (“City Standards”);

WHEREAS, Carrington Homes (“Carrington”) owns property located at 10418 Hague Road, Fishers Indiana, Parcel No. 14-14-12-00-02-001.000;

WHEREAS, Carrington is undergoing a construction project to make improvements to their main office which include connection to the City’s sanitary sewer (“Project”) and have requested to proceed with the construction, installation and/or connection of a private sewer collection system, transmission line, and/or lateral as part of the Project (“Plans”);

WHEREAS, the Plans do not meet the City Standards but Carrington desires to proceed with the Plans and has requested a variance from the City Standards; and

WHEREAS, Carrington and the City desire to enter into the Sewer Variance Acknowledgement, Release and Indemnity as set forth in Exhibit A, attached hereto and incorporated herein.

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

- Section 1.** The Board hereby approves Sewer Variance, Acknowledgement, Release and Indemnity, as more particularly described in Exhibit A, which is attached hereto and incorporated herein.
- Section 2.** The Board hereby further authorizes the Mayor to execute the Agreement and any and all documents necessary to effectuate its intent.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 12th day of March 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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

SEWER VARIANCE ACKNOWLEDGMENT, RELEASE, AND INDEMNITY

Property Address: 10418 Hague Road

Parcel ID #: 14-14-12-00-02-001.000

Owner:

Deed Cross-Reference No: 2023-09719

This is to certify, declare, affirm, represent, acknowledge, and agree that I/we:

- (a) are the owners of the above described property;
- (b) have been advised of and reviewed the City of Fishers' ("City") Standard Construction Specifications that provide uniform standards for all street, storm sewer, and sanitary sewer construction projects located within the City, and as currently adopted by the City's Board of Public Works & Safety as R011822A ("City Standards");
- (c) have requested to proceed with the construction, installation, and/or connection of a private sewer collection system, transmission line, and/or lateral per the attached construction drawing ("Plans");
- (d) understand and acknowledge that I/we have been advised that the Plans do not meet or exceed the City Standards, but have knowingly requested to nevertheless proceed with the Plans at my/our sole risk and for my/our personal benefit (such as costs savings to me/us);
- (e) state that I/we have not received any representations, warranties, guarantees, or assurances from the City concerning or relating to the Plans or the impact on our property and/or utility services;
- (f) acknowledge that City Standards would require the City sewer elevation requirements, as set forth in section 3.2(F) of the City Standards, for the construction of sanitary sewers within its jurisdiction, including on my/our property;
- (g) acknowledge and agree that the City sewer elevation requirements are in place, in part, to protect buildings, property, and persons, including my/our current or proposed buildings, and the City's sewer facilities from mainline surcharges, where improper elevations can cause surcharges to building laterals through the building's plumbing fixtures;
- (h) understand and acknowledge that the representations and agreements herein are a material inducement to the City permitting us to proceed with the Plans; including but not limited to, indemnifying and holding the City harmless from any loss or damage caused by the City allowing me/us to proceed and the development, construction, and use of the Plans; and

(i) I/we have the authority to execute and enter into this document, have full authority to perform its obligations, and no further approval or consent by any other person or entity is required.

In addition, in consideration and as a material inducement for the City permitting me/us to proceed with the Plans, I/we further agree, on behalf of ourselves and our successors and assigns, as follows:

(j) I/we shall indemnify, defend, and hold harmless the City and its respective officers, agents, officials and employees for, from, and against any and all damages, liability, claims (including, without limitation, those brought by third (3rd) parties), actions, causes of action, judgments, and liens arising out of development, construction, or use of the Plans, this Variance, or any act or omission or breach of any provision of this Variance by I/we, and our successors or assigns, including but not limited to any sewage backup. 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;

(k) I/we will obtain and maintain an insurance policy for any building or structure served by the Plans for the full amount of such building or structure, that includes a special insurance rider/endorsement for sewage backup;

(l) the City shall be entitled to recover its costs and attorneys' fees in any suit concerning this document; and

(m) I/we will record this document in the chain of title of the real property, and it shall be binding upon and enforceable against me/us, and our heirs, executors, administrators, and/or successors and assigns, including any successor owners of the impacted real estate.

[signatures on following pages]

City of Fishers, Indiana:

Signed: _____
Scott Fadness, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

WITNESS my hand and notarial seal this ____ day of _____, 20____.

Notary Public

Printed Signature

My Commission Expires: _____ My County of Residence: _____

Owner: _____

Signed: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the _____ of _____, and, after being duly sworn, stated that the representations therein are true and correct, and acknowledged the execution of the foregoing for and on behalf of said entity.

WITNESS my hand and notarial seal this ____ day of _____, 20____.

Notary Public

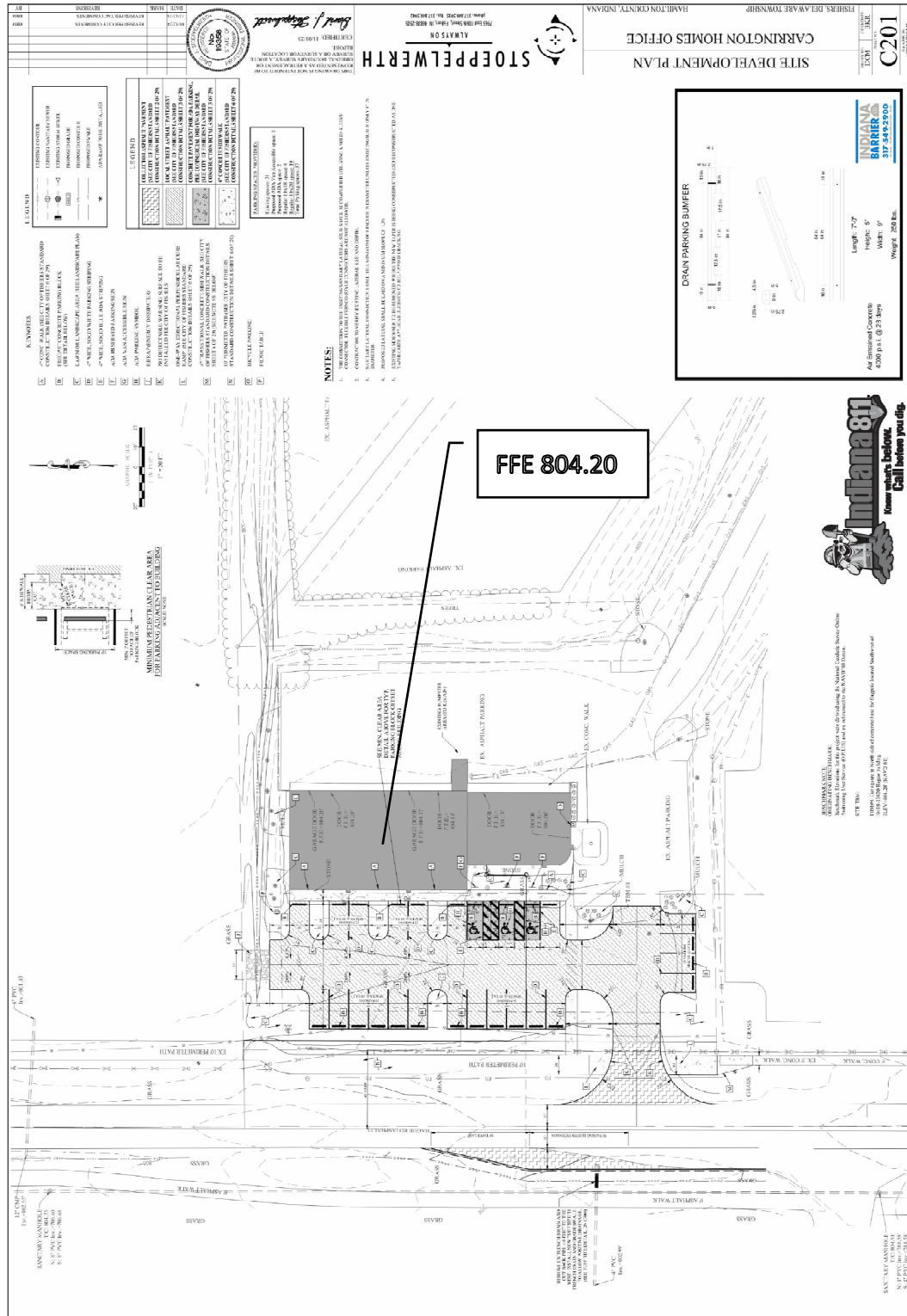
Printed Signature

My Commission Expires: _____ My County of Residence: _____

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Stephen C. Unger

This instrument prepared by Stephen C. Unger, Attorney at Law, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204

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Board Action Form

MEETING DATE	March 12, 2024			
TITLE	Request to approve a resolution amending the City of Fishers Traffic Schedule			
SUBMITTED BY	Name & Title: Rich Bassett Asset Manager Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution # R0312241	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – Name of Reviewer: Lindsey M. Bennett	
BACKGROUND (Includes description, background, and justification)	As an update to the City of Fishers Traffic Code, Chapter 74 Schedule I. Through Streets and Stop Intersections updates will be amended per new Resolution No. R031224I. This Resolution will change the stop condition from a 1-way stop to a 3-way stop condition at the intersection of Galileo Drive, Midnight Line Drive and Garrano Lane. This change was reviewed and recommended by the Transportation Committee at its' last meeting on February 13th, 2024. Factors include the geometry of the intersection(Shown in Exhibit C) as well as driver confusion due to three street names at this location.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Resolution as submitted
	2.	Deny the Resolution
	3.	Take no action
	4.	
PROJECT TIMELINE	N/A	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the resolution	
SUPPLEMENTAL INFORMATION (List all attached documents)	Resolution No. R031224i (Exhibit A) Exhibit B (Map)	

RESOLUTION NO. R031224I

**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 Traffic Schedules as follows: Chapter 74 Traffic Schedules: Schedule I (Through Streets and Stop Intersections)

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

Section 1. The Board hereby amends Chapter 74 (Traffic Schedules) Schedule I (Through Streets and Stop Intersections) by **adding** certain streets as further defined in **Exhibit A**.

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 RESOLVED by this City of Fishers Board of Public Works & Safety this 12th day of March 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____
Kari Adriano, Board Clerk

DATE: _____

This instrument prepared by: Lindsey 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." Lindsey Bennett

Exhibit A

TRAFFIC SCHEDULE I. Through Streets and Stop Intersections is hereby amended by adding the following Stop Intersection:

<i>Street</i>	<i>At Intersection with</i>	<i>Res./Ord. No.</i>	<i>Passage Date</i>
Midnight Line Drive	Galileo Drive	R031224i	03/12/24
Garrano Lane	Galileo Drive	R031224i	03/12/24

Galileo Dr and Midnight Line Dr stop condition change



3/6/2024, 4:29:05 PM



Board Action Form

MEETING DATE	March 12th 2024			
TITLE	Request for Bid Award of 96 th St Beautification Project Contract			
SUBMITTED BY	Name & Title: Rich Bassett Asset Manager Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R031224J	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	It is the desire of the City to improve the aesthetic and enhance safety to residents, patrons, and businesses on 96 th St, North by Northeast Blvd, and Kincaid Blvd. This project includes the construction of new medians for landscaping, as well as the addition of 59 decorative street lights to be installed within the medians on North by Northeast Blvd, Kincaid Blvd, and within existing medians on 96 th St. between North by Northeast Blvd and Cumberland Rd. Request for Bids was advertised with bids opened on February 29th, 2024. Two bidders submitted on this project and the lowest and most responsive bid was from E&B Paving Inc., in the amount of \$1,693,337.38	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$1,469,804 (Engineer's Estimate)
	Expenditure \$:	\$1,693,337.38
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	Construction of medians including all necessary electrical infrastructure to install 59 decorative street lights along North by Northeast Blvd, Kincaid Blvd, and 96 th St.
OPTIONS (Include Deny Approval Option)	1.	Approve the request
	2.	Deny
	3.	Take no action
	4.	
PROJECT TIMELINE	Notice to Proceed will be issued once the contract is signed and a pre construction meeting is scheduled. Anticipated start date is April 9th, 2024.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommend approval.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A (Project Description and Overview) 3. Exhibit B (Bid Proposal) 4. Exhibit C (Agreement)	

RESOLUTION NO. R031224J

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY AWARDING 96TH ST BEAUTIFICATION PROJECT CONTRACT

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) desires to improve existing roadways and enhance safety by constructing medians for landscaping and install decorative street lighting. The improvements will be located on North by Northeast Blvd, Kincaid Blvd, and 96th St. (“Project”), all as more specifically described in the bid specifications, which are attached hereto and incorporated herein as Exhibit A.

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

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

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

- Section 1. The Board hereby awards the bid for the Project to E&B Paving., Inc., which is more particularly described in Exhibit B, attached hereto and incorporated herein.
- Section 2. The Board hereby approves the Agreement in substantially similar form as Exhibit C, attached hereto and incorporated herein.
- Section 3. The Board hereby designates the Mayor or his designee to execute the bid, the Agreement, and any and all documents necessary to effectuate their intent.
- Section 4. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by this City of Fishers Board of Public Works & Safety
this 12th day of March 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey 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

City of Fishers
INSTRUCTIONS TO BIDDERS

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

Project/Work: 96TH St Beautificatopm

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

Designed By: City of Fishers
11565 Brooks School Rd
Fishers, Indiana 46037

Scope of Work: New Median Construction, Lighting Foundation
Construction and Light Pole installation, Associated
Electrical Components, and Asphalt Milling, and
Resurfacing within the City of Fishers, IN

1. GENERAL

- 1.1. Submission of a Bid shall constitute an unconditional agreement and acknowledgment by the Bidder to be bound by all terms and conditions set forth herein and in any of the Contract Documents assembled or referred to in the bound Project Manual of which these Instructions to Bidders are a part.
- 1.2. Sample forms are included in the Project Manual to acquaint Bidders with the form and provisions of various Bid Documents and other documentation required by the Bidding Documents to be executed, completed and submitted by Bidders, either as part of a Bid Submission or after the Bid Date. Such sample forms are not to be detached from the Project Manual, or filled out or executed. Separate copies of such forms and any other required documentation prescribed by the Bidding Documents have been or will be furnished separately by the Owner and must be obtained directly from the Owner or its designee.
- 1.3. Instructions and requirements printed on any sample form included in the Project Manual or any form not so included but required to be completed, signed or furnished by a Bidder as part of a Bid Submission or after receipt and opening of Bids shall be deemed requirements established by these Instructions to Bidders to the same extent as if fully restated herein.
- 1.4. All communications for the administration of the Agreement shall be as set forth in the General Conditions and, in general, shall be through the Owner.

1.5. The construction completion time is as follows:

Anticipated Project Start Date:	April 1st, 2024
Project Final Completion Date:	July 31 st , 2024

DEFINITIONS

The following definitions shall apply to these Instructions To Bidders (“ITB”):

- 1.6. Bidder - An INDOT Pre Qualified contractor, only if required by the Notice to Bidders, who submits a Bid directly to Owner.
- 1.7. Bid - A written proposal submitted by a Bidder as part of the form prescribed herein offering to perform and complete the Work and to fulfill all other requirements of the Contract Documents for one or more specified prices.
- 1.8. Bidding Documents - All documents and completed forms required to be submitted by a Bidder with and as integral parts of a Bid Submission, whether or not included as sample forms assembled in the Project Manual. Such Bidding Documents are listed and more fully described in ITB Section 8. The term “Bidding Documents” includes the Notice to Bidders, Instruction to Bidders, the Bid form, Agreement, General Conditions, Detailed Specifications (City of Fishers Standard Specifications and with the INDOT Standard Specifications being utilized when applicable), Drawings, and all Addenda issues prior to receipt of Bids.
- 1.9. Bid Date - The date when Bids are to be received, opened and publicly read aloud as established by the Notice to Bidders.
- 1.10. Bid Submission - All documents presented by a Bidder for receipt and opening on the Bid Date.
- 1.11. Contract Documents – The Contractor’s Bid, Agreement, General Conditions, Drawings and the Specifications, all Addenda, and written modifications issued after execution of this Agreement. The Contract Documents form the Contract for Construction and represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral.
- 1.12. Engineer – The City of Fishers, Indiana.
- 1.13. Owner - The City of Fishers, Indiana.
- 1.14. Project - The total construction of one or more improvements or structures of which the Work to be provided under the Contract Documents may be the whole, or a part, as indicated elsewhere in the Contract Documents.
- 1.15. Project Manual - The bound set of documents, sample forms, and Contract Documents (excluding plans and Addenda) approved by the Owner for the Work and/or Project described in the Notice to Bidders.
- 1.16. Standard General Conditions - City of Fishers General Conditions for Construction Contracts.

- 1.17. Successful Bidder - The lowest qualified, responsible, and responsive Bidder to whom the Owner (on the basis of Owner's sole evaluation as hereinafter provided) makes an award.
- 1.18. Work - The entire construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. The Work is the result and product of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents and Agreement.

In all other respects, terms used herein shall have the meanings as stated in the Standard General Conditions or other Contract Documents.

2. COPIES OF BIDDING DOCUMENTS

- 2.1. Complete sets of the Bidding Documents may be obtained as stated in the Notice to Bidders and examined in the Department of Engineering in 11565 Brooks School Rd Fishers, IN 46037 between the hours of 8:30 a.m. and 4:30 p.m.
- 2.2. Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. The Owner, in making copies of Bidding Documents available only on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license for any other use of the Bidding Documents.
- 2.4. Bidding Documents are available for review online at www.fishers.in.us and navigating to the "Business" tab and clicking on "Doing Business with Fishers".
- 2.5. All Work to be performed shall be in accordance with the Contract Documents.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request, written evidence, such as financial data, previous experience, present commitments, equipment manufacturers to be used, subcontractors and a list of key personnel proposed for the Project along with their experience. The evaluation of the Bidder's qualifications will be based on all of the written evidence presented. Each Bid must contain evidence of Bidder's qualification to do business in the State of Indiana or covenant to obtain such qualification prior to award of the Contract.

4. EXAMINATION OF SITE AND DOCUMENTS

- 4.1. Before the Bid Date, all Bidders shall carefully and thoroughly examine and inspect the entire site of the proposed Work and adjacent premises and the various means of approach and access thereto by means of a site inspection, and make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary construction equipment, and for delivering and handling materials at the site, and shall inform themselves thoroughly as to any and all actual or potential difficulties, hindrances, delays and constraints involved in the commencement,

prosecution and completion of the proposed Work in accordance with the requirements of the Contract Documents and consider federal, state and local laws that may affect cost, progress, performance or furnishing the Work.

- 4.2. No extra compensation shall be allowed by reason of any matter or thing due to its failure to have fully informed itself as mentioned above prior to bidding.

5. INFORMATION NOT GUARANTEED

- 5.1. It shall be the sole responsibility of Bidders to make borings, test pits and to conduct such other investigations at or near the site of the proposed Work as they deem necessary to determine the character, location and amount of materials to be encountered or other subsurface conditions which could affect the manner, cost or time required to perform the Work.
- 5.2. Bidders shall carefully and thoroughly examine the Contract Documents and/or Project Manual as available in the locations stated in the Notice to Bidders and shall assume the full risk of their own judgments as to the nature, quality and amount of the whole of the Work to be done, and for the price Bid must assume all risk of any and all variances or errors in any computation or statement of amounts or quantities necessary to complete the Work in strict compliance with the Contract Documents.
- 5.3. Elevations of the existing ground surface or structures at the site of the Work as shown on the Contract Documents are believed to be reasonably correct, but are not guaranteed to be absolutely so and are presented only as an approximation. Bidders shall satisfy themselves as to the correctness of all elevations.
- 5.4. Information stated or depicted on Contract Documents concerning the location, dimensions, depth and other characteristics of underground structures and utilities is given only as general information and shall not be construed or relied upon by Bidders as a representation or assurance that such structures or utilities will be found or encountered as plotted, or that such information is complete or accurate. Bidders, therefore, shall satisfy themselves by such means as they may deem proper as to the location of all structures and utilities that may be encountered in construction of the Work and shall bear the risk of the number, type, location, dimensions and depth of all structures and utilities thus encountered.
- 5.5. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former condition upon completion of such explorations, investigations, tests and studies.
- 5.6. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has

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

6. CLARIFICATIONS AND ADDENDA

- 6.1. If a Bidder finds conflicts, errors, discrepancies or ambiguities in the Contract Documents or any sample form, or if the Bidder is in doubt as to the intended meaning of any portion or provision therein, the Bidder shall at once give written notice thereof to the Owner, at least ten (10) consecutive calendar days prior to the Bid Date. No Bidder shall be allowed any extra compensation or time extension by reason of any conflict, error, discrepancy or ambiguity of which the Bidder had actual knowledge or reasonably should have known and which he/she failed to report within the period and in the manner required by these Instructions to Bidders.
- 6.2. No material changes, clarifications or interpretations of the Contract Documents will be issued except by written or graphic Addenda mailed or delivered to record holders of Contract Documents. Owner will use its best efforts to deliver any Addenda not less than three (3) calendar days prior to the Bid Date. All such Addenda must be acknowledged by the Bidder and will become a part of the Contract Documents. The Owner will not be responsible for or bound by any oral or written interpretations or clarifications of the Contract Documents, which anyone presumes to make on its behalf, except by an Addendum.

7. BID SUBMISSION

- 7.1. All Bids must be submitted upon the Bid form furnished by the Owner. The Bid form shall be completely executed and shall give the Bid for each item of Work proposed and shall be signed by the Bidder. The Affidavit of Noncollusion which is a part of the Bid, must be completely executed.
- 7.2. All Bidding Documents shall be placed within a sealed envelope which shall be plainly labeled on the outside with the words "BID – Project Specific Name" on the lower left-hand corner as indicated on the Notice to Bidders and also include the name and address of the Bidder on the envelope. If forwarded by mail, the sealed envelope must be enclosed in another envelope addressed to Owner.
- 7.3. All Bidding Documents must be submitted with, and as integral parts of, each Bid Submission and shall be subject to all requirements of the Bidding Documents, including these Instructions to Bidders. Bidding Documents must be properly filled in and completed in every material respect and without interlineations, excisions, special conditions, qualifications or exceptions. Each Bidding Document requiring a signature shall be signed by an individual duly authorized to execute such document on Bidder's behalf. A Bid executed by a corporation, joint venture, or other entity with an assumed name shall have the legal and correct name thereof followed by the word "by" and the signature and title of the

officer or other person authorized to sign for it and a corporate resolution or similar document authorizing such officer to bind the entity.

- 7.4. The Bidding Documents to be submitted by each Bidder shall consist of both of the following:

- 7.4.1. Bidder's Itemized Proposal and Declarations. A sample of this form is included in the Project Manual and must be utilized by all Bidders and includes:

Bid Proposal Summary Page

- Part 1 - Bidder Information;
- Part 2 - Proposal (Bid);
- Part 3 - Contract Items and Unit Prices;
- Part 4 - Contract Documents and Addenda;
- Part 5 - Exceptions;
- Part 6 - Form 96 (Contractor's Bid for Public Work);
- Part 7 - Additional Declarations;
- Part 8 - Signatures;
- Part 9 - Post-Bid Manufacturer's List;
- Part 10 - Post-Bid Subcontractor's List.

- 7.4.2. Bid Bond. Each Bid shall be accompanied by a Bid Bond or certified check in an amount not less than ten percent (10%) of the Bid price. Such Bid Bond or certified check shall serve as security to insure the execution of the Agreement and the furnishing of other required documents by the successful Bidder, including the required Bonds and Insurance. A sample Bid Bond is included in the Project Manual and such form, or such other form as may be approved by Owner, shall be utilized. A Bid Bond shall be executed by a surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds," as published in the U.S. Treasury Department Circular No. 570; the Bidder shall also furnish as part of the Bid Submission a signed power of attorney establishing the authority of the person executing such Bid Bond on behalf of the surety.

- 7.4.3. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Payment and Performance Bonds and Insurance with ten (10) days after the Notice of Award, Owner may annul the Notice of Award and the Bid Bond of that Bidder shall be forfeited.

- 7.4.4. The Bid Bond of other Bidders, whom the Owner believes to have a reasonable chance of receiving the award, may be retained by Owner

for a period of sixty (60) days or such longer time as provided by statute, after the Bid opening.

- 7.5. A Bidder may withdraw its Bid in person during normal hours of business prior to the time fixed for opening Bids. In the event of a valid withdrawal of a Bid, the Bid security of the withdrawing Bidder will be returned. No Bid may be withdrawn after opening of Bids has commenced except after expiration of such period following the Bid Date as is provided in the Notice to Bidders or as otherwise governed by law, plus any extension thereof as provided elsewhere in these Instructions to Bidders.
- 7.6. Bids will be received up to the time specified in the Notice to Bidders. Bids received after that time will be returned unopened. All Bids will be stamped showing the date and time received.

8. POST-BID REQUIREMENTS

Within five (5) business days of notification by Owner, the apparent lowest responsive Bidder will be required to submit additional documents and satisfy additional requirements as conditions to such Bidder being found by the Owner to be a responsible Bidder, as follows:

- 8.1. Proof of Insurability. The Bidder shall furnish: (1) proof of insurance showing existing coverage in accordance with the terms and amounts stated in the General Conditions, or (2) a letter certifying that, in the event that the Bid is awarded by the Owner, an insurance company will provide the required coverage to the Bidder submitting the Bid. Such proof of insurance or the letter shall be issued by a financially responsible insurance company authorized to do business in the State of Indiana.
- 8.2. Surety Letter of Intent. The Bidder shall furnish a written statement or letter from a surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds", as published in U.S. Treasury Department Circular No. 570 which assures the Owner that, in the event the Bid is accepted and an Agreement is awarded by Owner, said surety will execute and deliver the Bonds as required by the Contract Documents.
- 8.3. Joint Venture Agreement. If the Bidder is a joint venture, partnership or other combination of two (2) or more persons or entities, the Bidder shall submit a copy of the joint venture or other Agreement by which such joint venture, partnership or other association has been formed, executed by all such participating persons or entities. If the Bid is signed by less than all parties that comprise the Bidder, suitable written evidence of the authority of such signing party to bind all such parties must also be furnished.
- 8.4. Manufacturers List. The Bidder shall submit a completed Manufacturers List on the form provided in these Bidding Documents.
- 8.5. Subcontractors List. The Bidder shall submit a completed Subcontractors List on the form provided in these Bidding Documents.

9. BID EVALUATION AND AWARD

- 9.1. Owner reserves the right to reject any and all Bids, including without limitation the right to reject any and all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. The Owner reserves the right to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.
- 9.2. Award of the Contract will be made to the lowest, most responsive and most responsible Bidder where the Bid is reasonable and does not exceed the funds available for the Project. The Owner reserves the right to reject all Bids and may waive or allow a Bidder to correct errors, omissions or other irregularities in Bidding Documents that are found not to have afforded the Bidder a substantial competitive advantage over other Bidders.
- 9.3. The Owner shall have the right to award the contract to the lowest, most responsive and most responsible Bidder where the Bid is reasonable and does not exceed the funds available for the Project for EITHER the BASE Bid OR the ALTERNATIVE BID based on the Owners complete evaluation of all Bids received.
- 9.4. The Owner shall have the right to reject any Bid if investigation of the Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations and complete the Work. Any or all Bids will be rejected if there is reason to believe that collusion exists among Bidders.
- 9.5. Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors and other persons and organizations must be submitted as provided in the General Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to Notice of Award.
- 9.6. For Contract Items and Unit Prices, estimated quantities and unit prices will serve as the basis for determining the proposed price of each Bid. Patent math errors in statements of Unit Prices or Totals may be corrected by the Owner, in which case the corrected amounts will be used for the purpose of Bid evaluation, comparison and other award considerations. However, the Owner shall not be required to discover or correct any error or omission in a Bid and the Bidder shall assume the risk of and be bound to the consequences of any such error or omission.

- 9.7. The Owner may, at its sole option, award the Agreement to a Bidder on a conditional basis to afford the Bidder additional time and opportunity to submit required documents or to fulfill other requirements. In such case, the Owner will furnish to the Bidder a notice of conditional award, which will establish (i) the

additional conditions to be fulfilled for the award to become effective, and (ii) the time limit within which such conditions shall be satisfied. If the Bidder fails to satisfy the conditions in the manner and within the time specified in such notice, the Owner may declare such Bidder to be non-responsive and award the Agreement, conditionally or unconditionally, to another Bidder. Time limitations governing the Owner's award of the Contract shall be extended for such additional period as may be required to effectuate the conditional award procedure set forth in this sub-section, and no Bid may be withdrawn during such period of extension.

- 9.8. If the Agreement is to be awarded, Owner will give the Successful Bidder a Notice of Award within the time stated in the Notice to Bidders.

10. NOTICE OF AWARD AND AWARD PROCEDURE

- 10.1. Prior to execution of the Agreement, the Owner will issue to the Successful Bidder a Notice of Award stating that its Bid was the responsible and responsive Bid and that the enclosed Agreement is submitted for execution without further negotiation. If the Successful Bidder finds it in accordance with the Bidding Documents, it is to be returned to the Owner by certified mail or in person within ten (10) calendar days after receipt for further execution and with the caution that an Agreement will not exist until it is signed by all signatories required. Failure to execute the proper Agreement and furnish the ancillary documents shall constitute reason for surrender of the Bid Bond or certified check.

11. CONTRACT EXECUTION; SUBMITTALS

- 11.1. Within ten (10) business days after the Notice of Award, the successful Bidder shall sign and deliver at least five (5) counterparts of the Agreement, utilizing the form included in the Project Manual and make delivery to the Owner, along with other documents as prescribed by the Bidding Documents. After execution and delivery of the Agreement and other required documents, and acceptance thereof by the Owner, the Bid Bond furnished by each Bidder will be returned.
- 11.2. If the Bidder fails or neglects to execute and deliver the Agreement and other required documents, the Bidder shall be deemed to have repudiated the Agreement and the award shall be null and void; the Bid Bond provided by the Bidder shall be forfeited to and retained by the Owner as damages for such failure to execute the Agreement, it being understood and agreed that the character and amount of actual damages sustained by the Owner cannot reliably be ascertained and measured and that the amount of the Bid Bond is intended as a reasonable estimate of such actual damages.
- 11.3. Concurrently with the execution and delivery of the Agreement to the Owner, or within such other period as the Owner may prescribe, the Successful Bidder (CONTRACTOR) shall submit the following as conditions to the Bidder's right to proceed with and receive payment for any Work:
- 11.3.1. A completed Subcontractors List and Manufacturers List to be used on the Work;

- 11.3.2. A one hundred percent (100%) Performance Bond and a one hundred percent (100%) Payment Bond as prescribed by the General Conditions or other Contract Documents. Such bonds shall be executed utilizing the sample forms included in the Project Manual or alternative forms approved in advance by the Owner;
 - 11.3.3. The preliminary Schedules required by the General Conditions;
 - 11.3.4. A Schedule of Wages to be paid by the Bidder and his/her Subcontractors to laborers for the Work; and
 - 11.3.5. Other post-Bid submittals required by the Bidding Documents.
12. INDIANA REVISED FORM 96/ AFFIDAVIT OF NON-COLLUSION
- 12.1. Each Bid must be accompanied by an Affidavit of Non-Collusion. This document is part of Form 96 (Contractor's Bid for Public Work).
 - 12.2. It is the intent of the Owner not to award the Agreement to any Bidder who does not provide satisfactory evidence that Bidder has the ability and experience in the class of Work required and that Bidder has sufficient capital and plant facilities to enable Bidder to prosecute the Work successfully and to complete the Work in the time required by the Bidding and Contract Documents.
 - 12.3. To enable the Owner to determine the ability, experience, and capital resources of the Bidder, each Bidder shall execute and complete in all respects Standard Form 96 (Contractor's Bid for Public Work) of the Indiana State Board of Accounts. A complete Form 96 (Contractor's Bid for Public Work) shall be included with the Bid.
13. LIQUIDATED DAMAGES
- 13.1. The Contract Documents provide for the payment of liquidated damages in the event of unexcused failure by the Contractor to complete the Work within the time required by the Contract Documents. The per diem rate(s) of liquidated damages have been determined and are intended as reasonable estimate(s) of the type and amount of actual damages, which the Owner may sustain in the event of such delay(s). Submission of a Bid shall constitute an unconditional acknowledgment and Agreement by the Bidder that such liquidated damages are fair and reasonable and do not and will not constitute a penalty, and that such liquidated damages may be assessed and recovered by the Owner as against the successful Bidder and its Surety in lieu of actual damages for delayed completion.

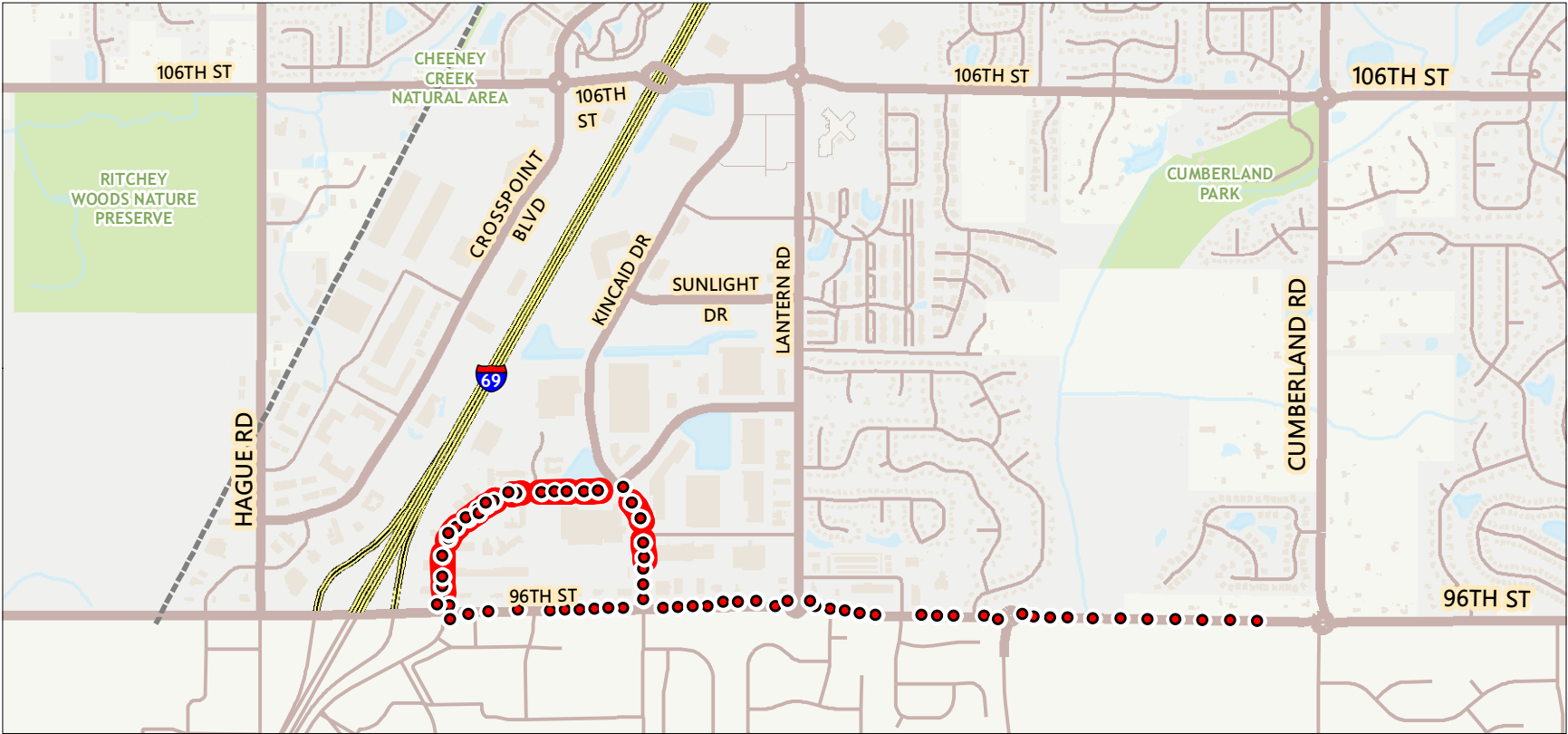
END OF INSTRUCTIONS TO BIDDERS

96th St Beautification

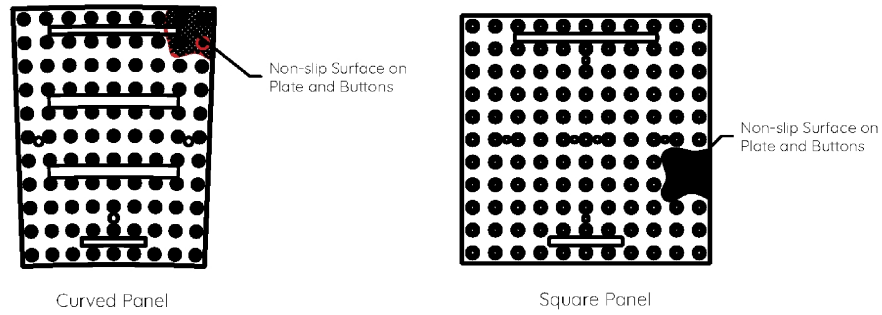


From North by Northeast Blvd
to Cumberland Rd

Location Map



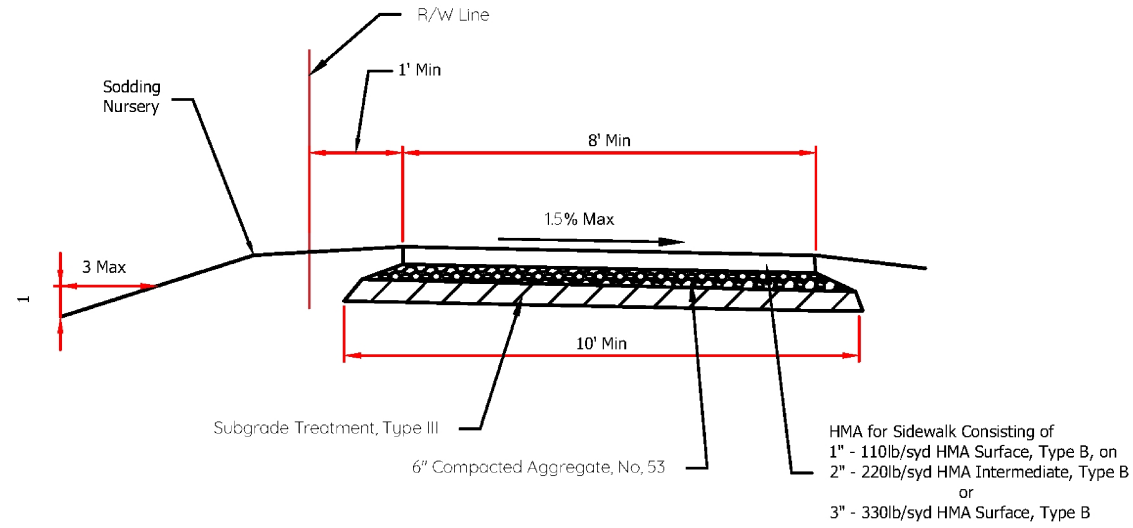
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- Note:
- 1) Detectable warning surfaces by East Jordan Iron Works, Neenah, or approved equal shall be cast iron, have a heavy duty load rating, and be powder coated black.
 - 2) Detectable warning surfaces shall be ADA compliant.

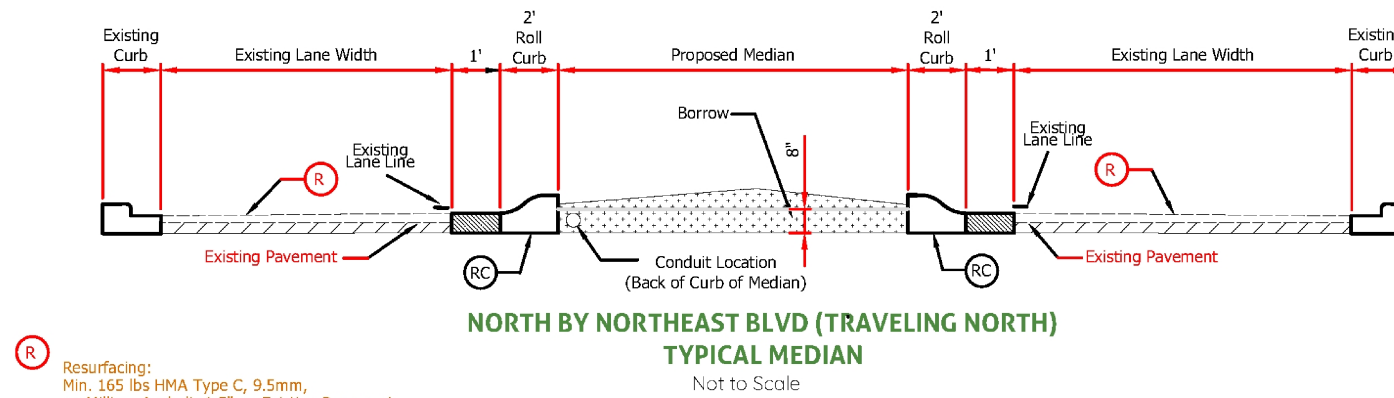
DETECTABLE WARNING SURFACE

Not to Scale

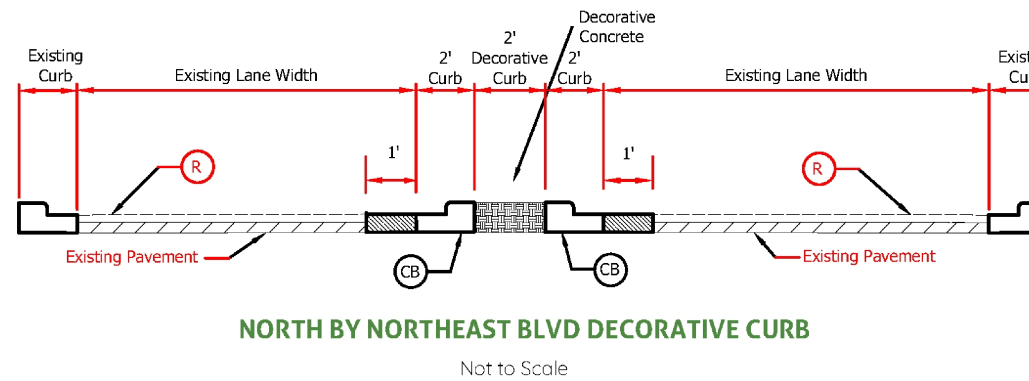
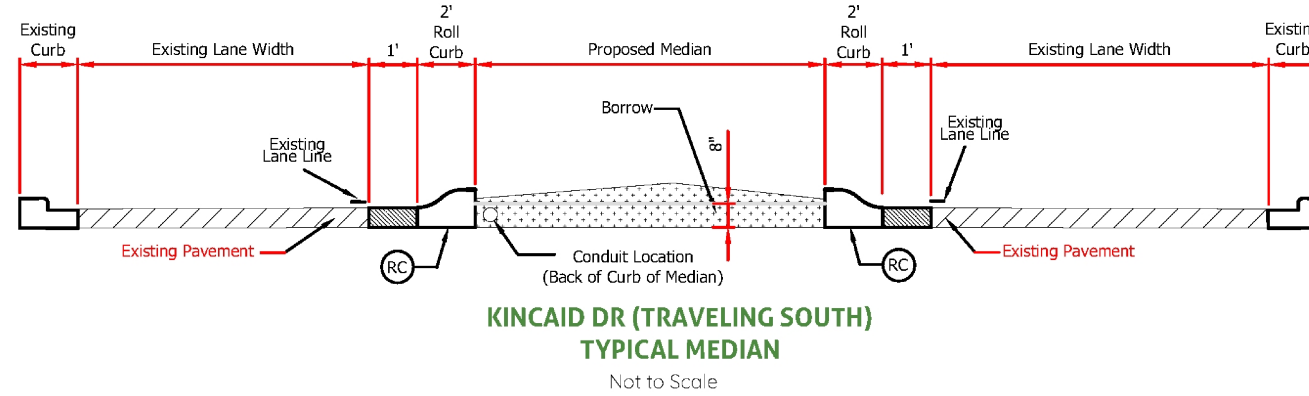


ASPHALT PERIMETER PATH

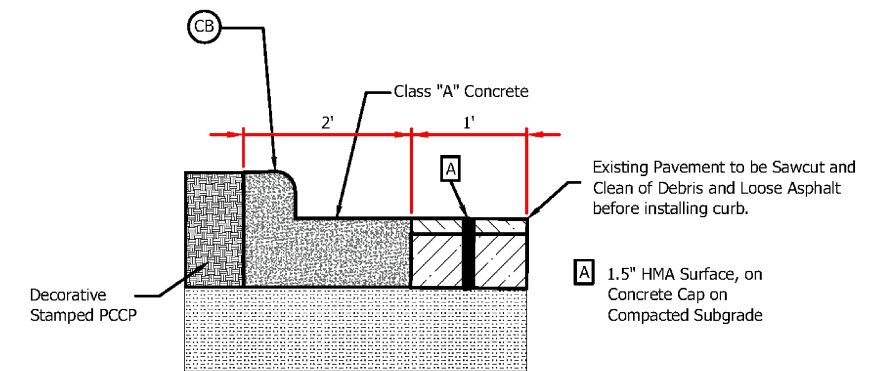
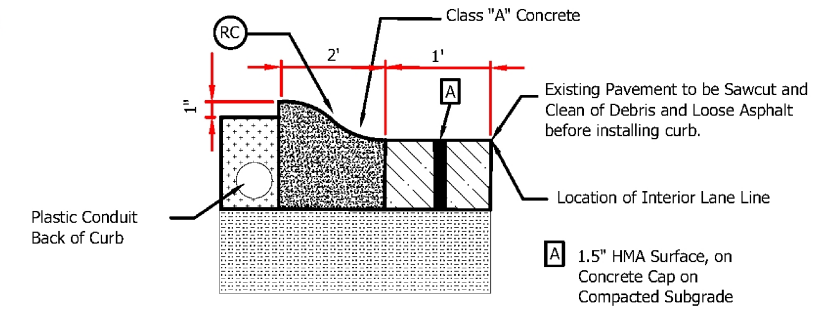
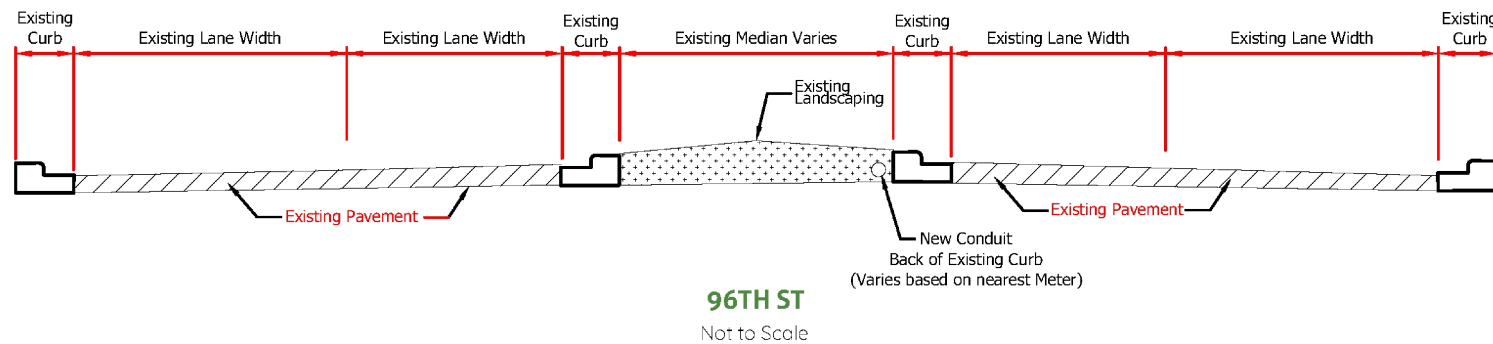
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Resurfacing:
Min. 165 lbs HMA Type C, 9.5mm,
on Milling, Asphalt, 1.5" on Existing Pavement



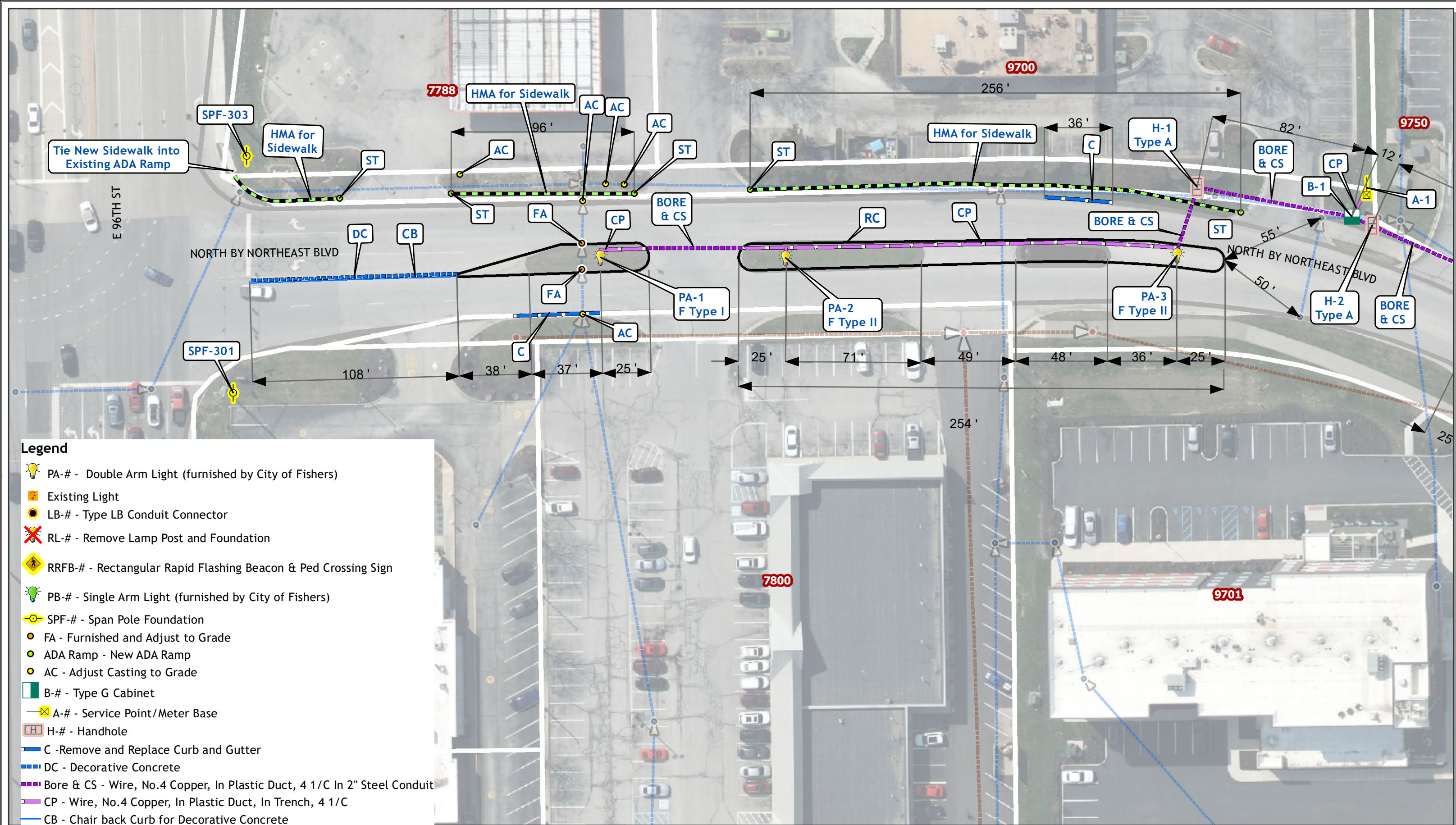
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Details

96th St Beautification



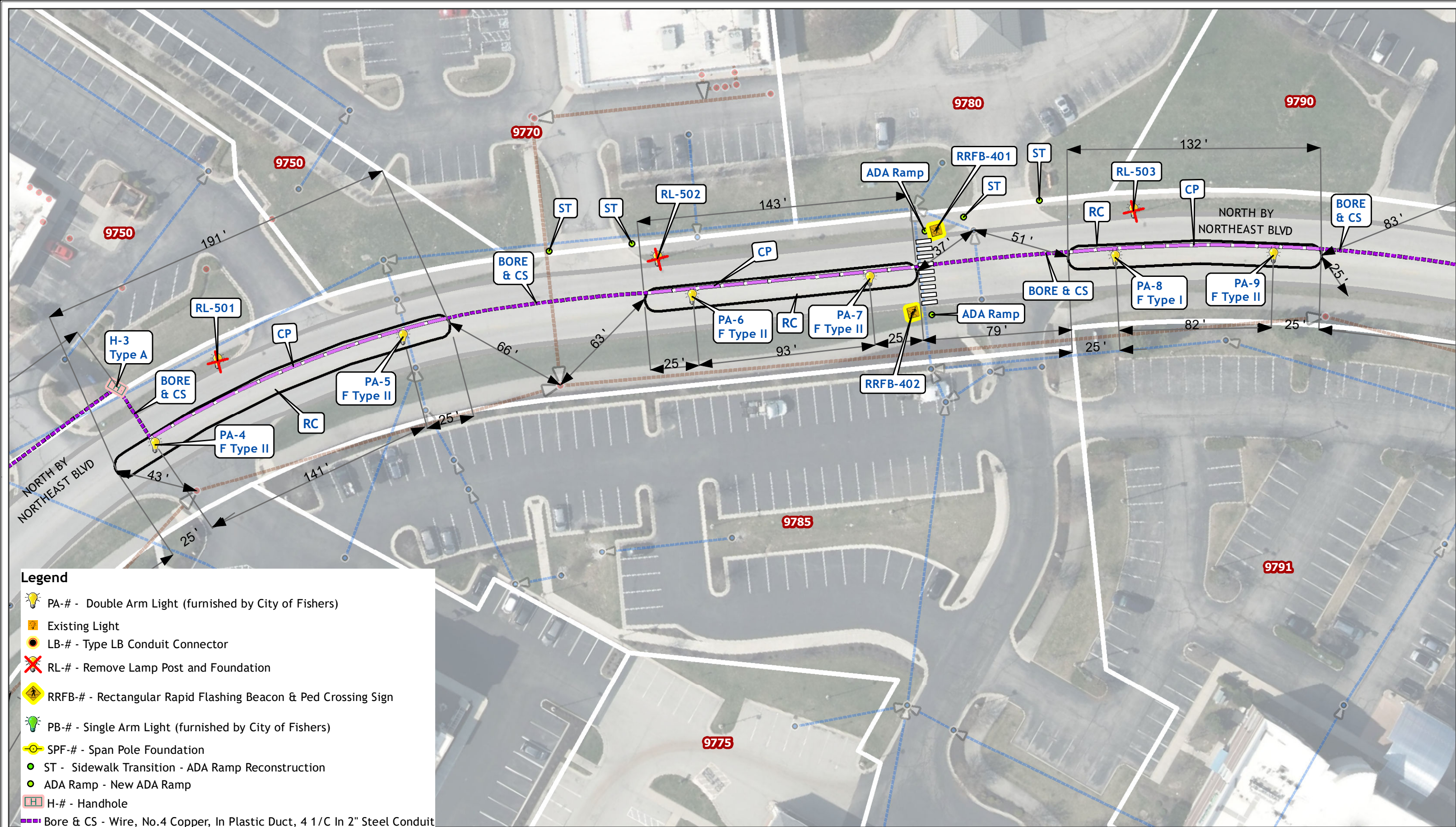


- Legend**
- PA-# - Double Arm Light (furnished by City of Fishers)
 - Existing Light
 - LB-# - Type LB Conduit Connector
 - RL-# - Remove Lamp Post and Foundation
 - RRFB-# - Rectangular Rapid Flashing Beacon & Ped Crossing Sign
 - PB-# - Single Arm Light (furnished by City of Fishers)
 - SPF-# - Span Pole Foundation
 - FA - Furnished and Adjust to Grade
 - ADA Ramp - New ADA Ramp
 - AC - Adjust Casting to Grade
 - B-# - Type G Cabinet
 - A-# - Service Point/Meter Base
 - H-# - Handhole
 - C - Remove and Replace Curb and Gutter
 - DC - Decorative Concrete
 - Bore & CS - Wire, No.4 Copper, In Plastic Duct, 4 1/C In 2" Steel Conduit
 - CP - Wire, No.4 Copper, In Plastic Duct, In Trench, 4 1/C
 - CB - Chair back Curb for Decorative Concrete
 - RC - Roll Curb for Median
 - HMA for Sidealk
 - Existing Sanitary Structure
 - Existing Sanitary Pipe
 - Existing Storm Structure
 - Existing Storm Pipe

96th St / North by Northeast Blvd

96th St Beautification

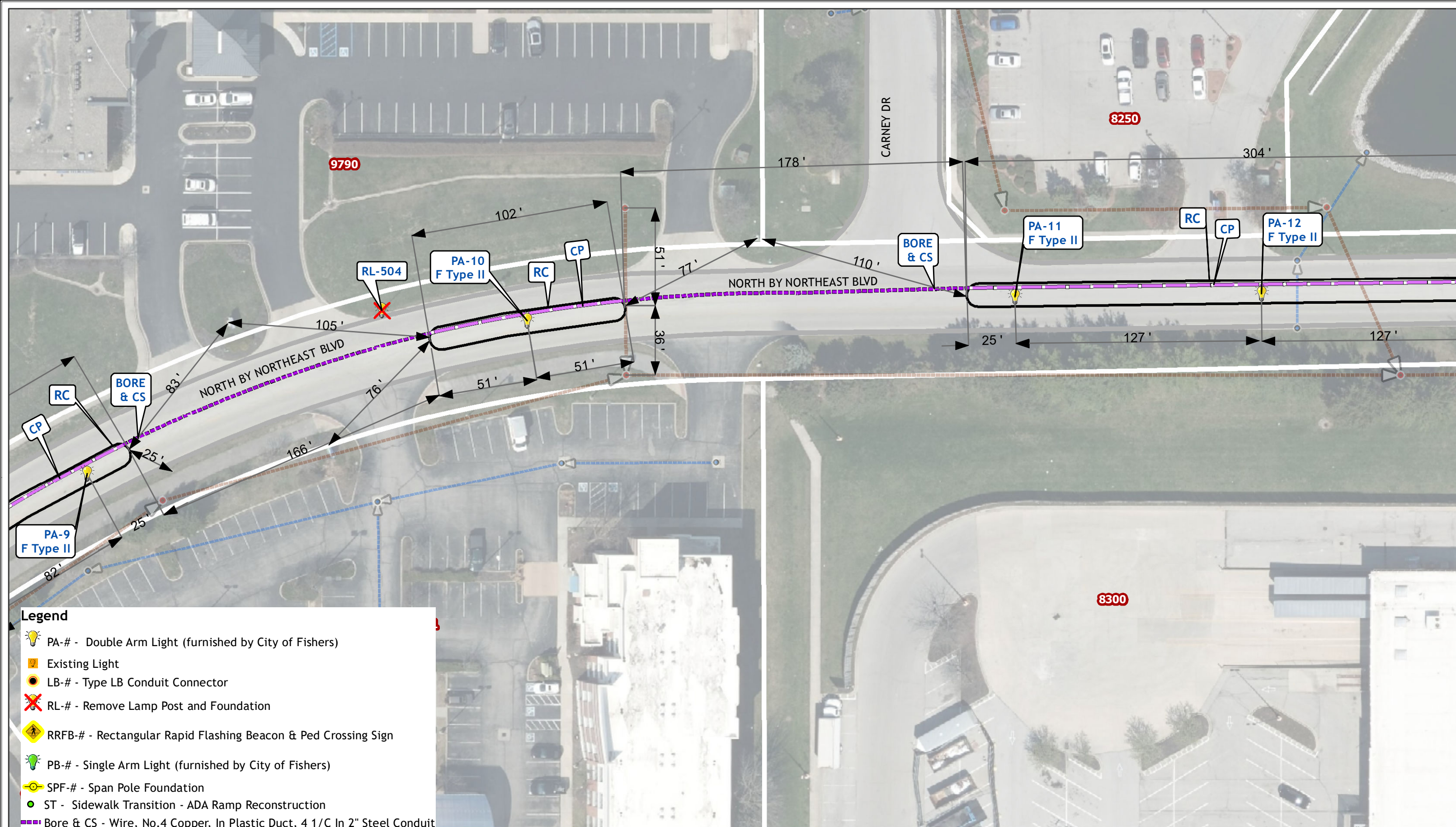




North by Northeast Blvd

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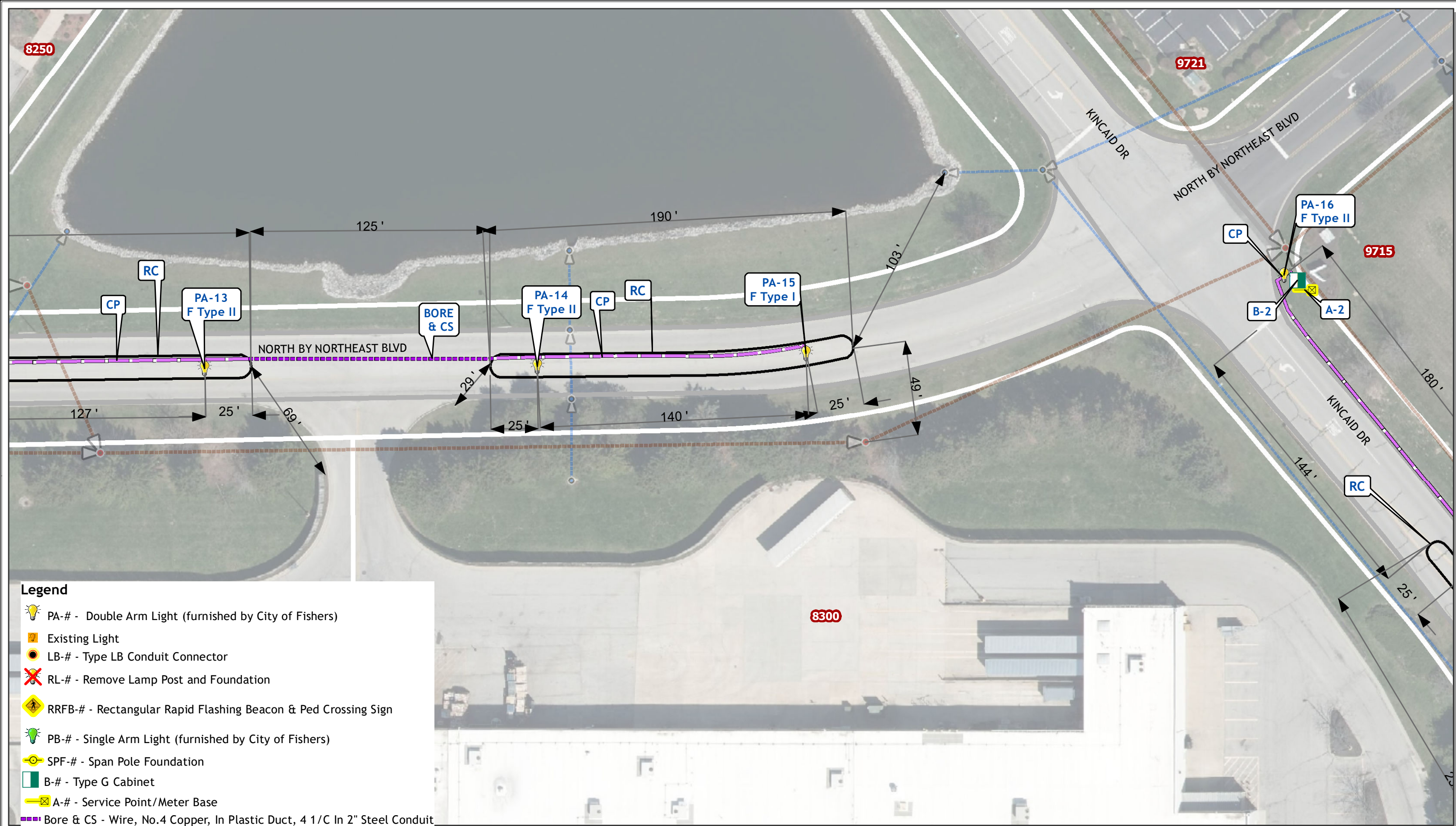




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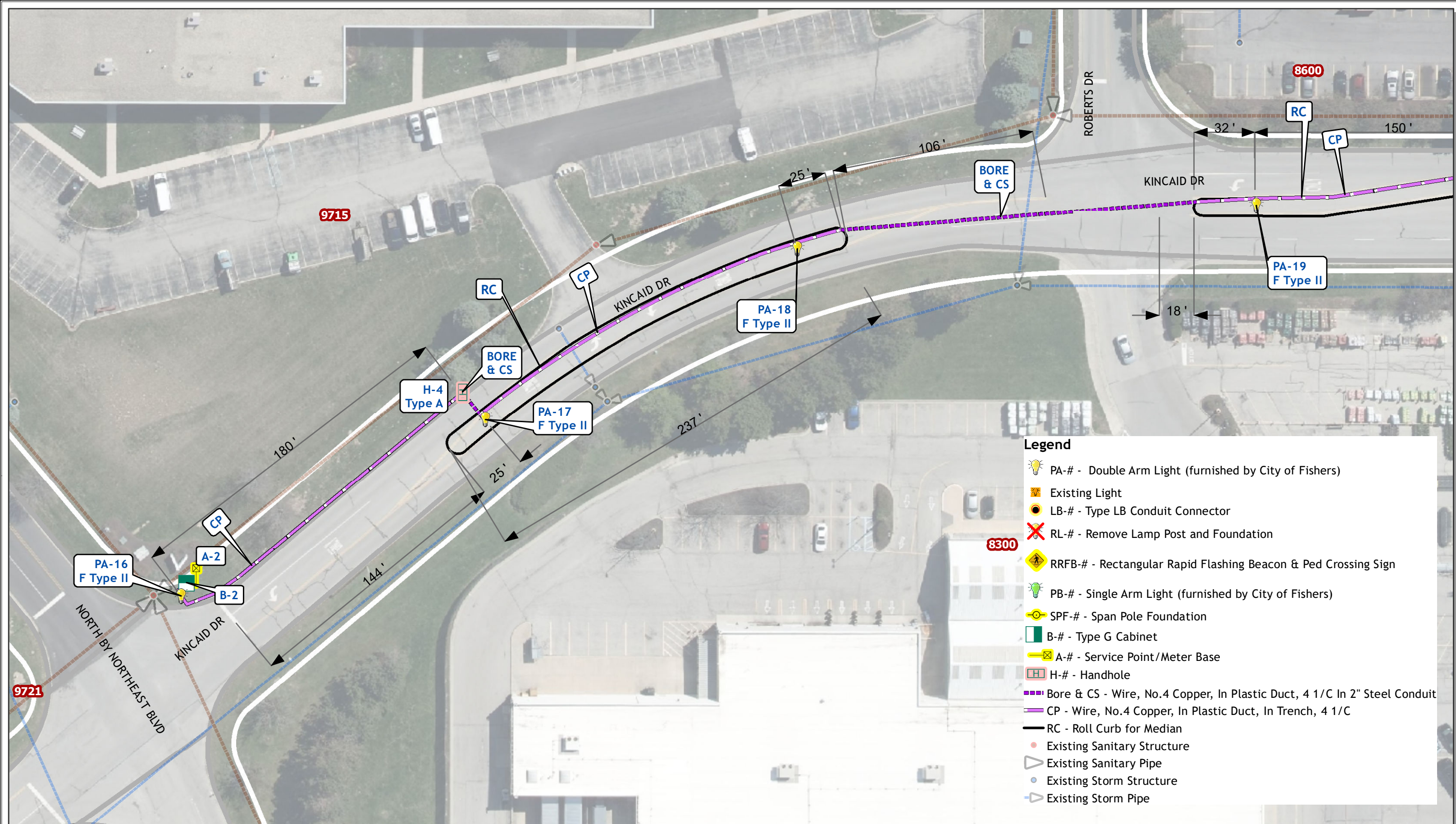
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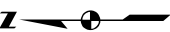
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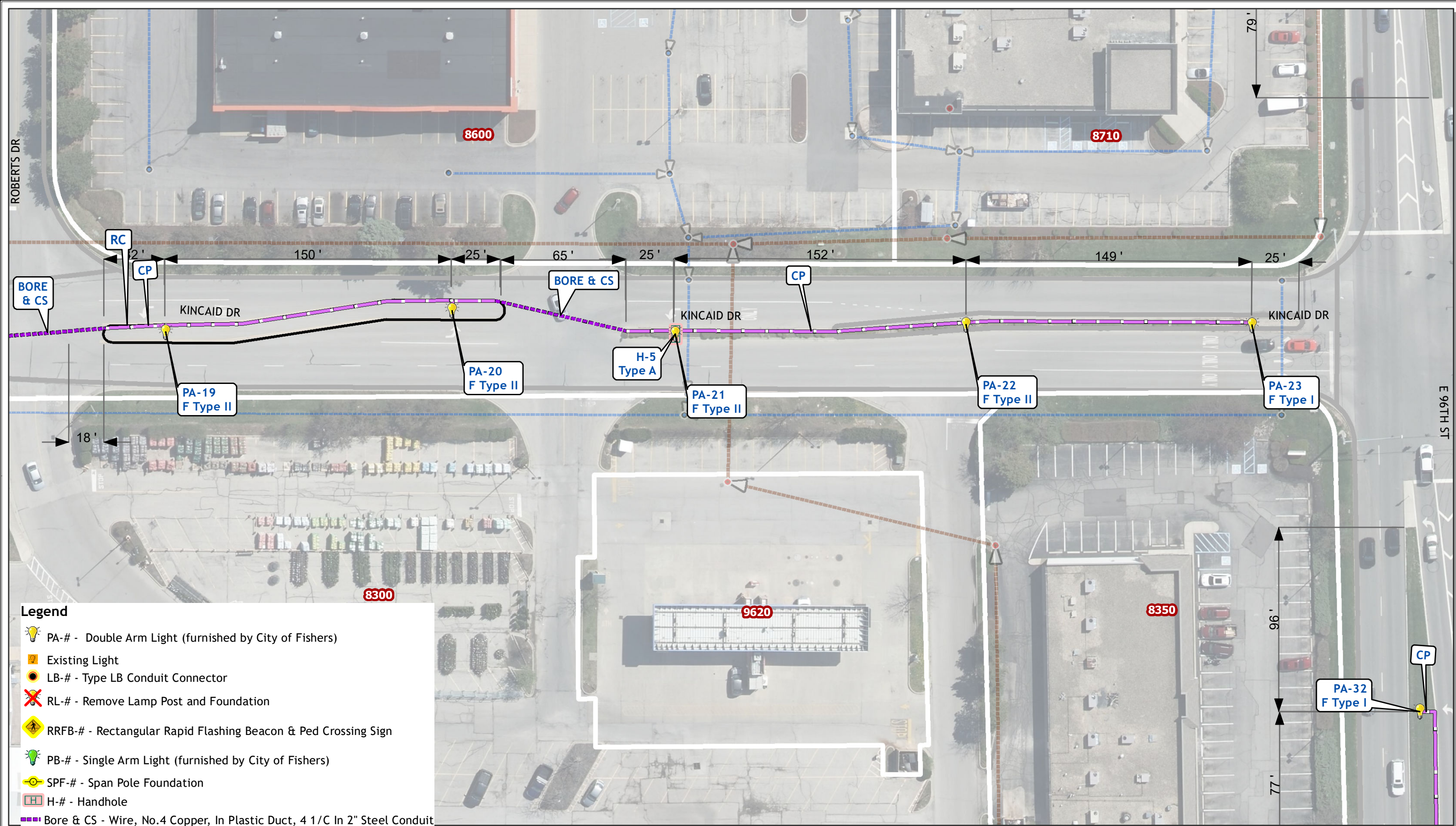
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Kincaid Dr

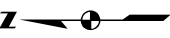
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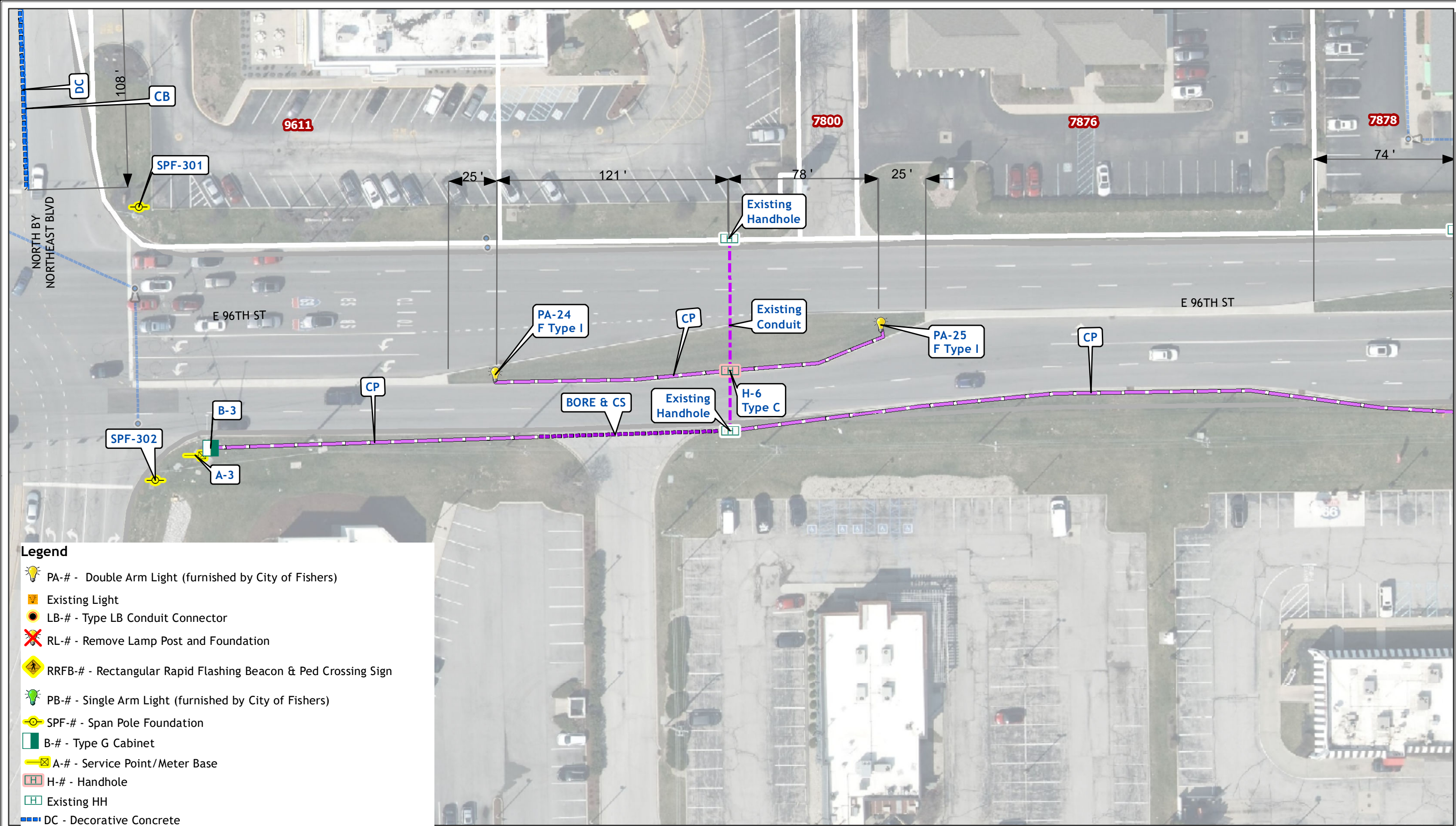




Kincaid Dr

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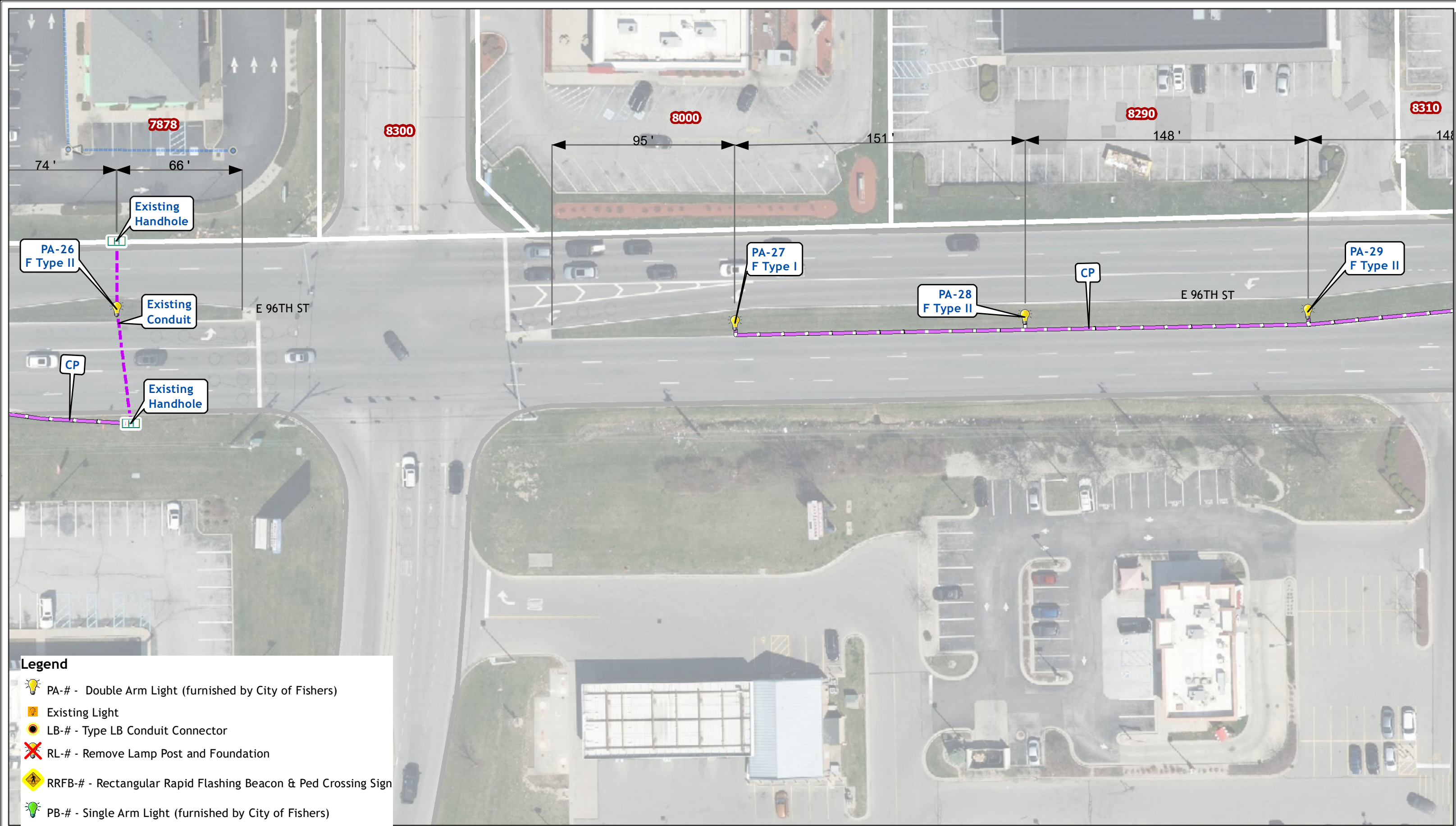




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 - B-# - Type G Cabinet
 - A-# - Service Point/Meter Base
 - H-# - Handhole
 - Existing HH
 - DC - Decorative Concrete
 - Existing Conduit
 - BORE & CS - Wire, No.4 Copper, In Plastic Duct, 4 1/2 In 2" Steel Conduit
 - CP - Wire, No.4 Copper, In Plastic Duct, In Trench, 4 1/2
 - CB - Chair back Curb for Decorative Concrete
 - Existing Storm Structure
 - Existing Storm Pipe

96th St

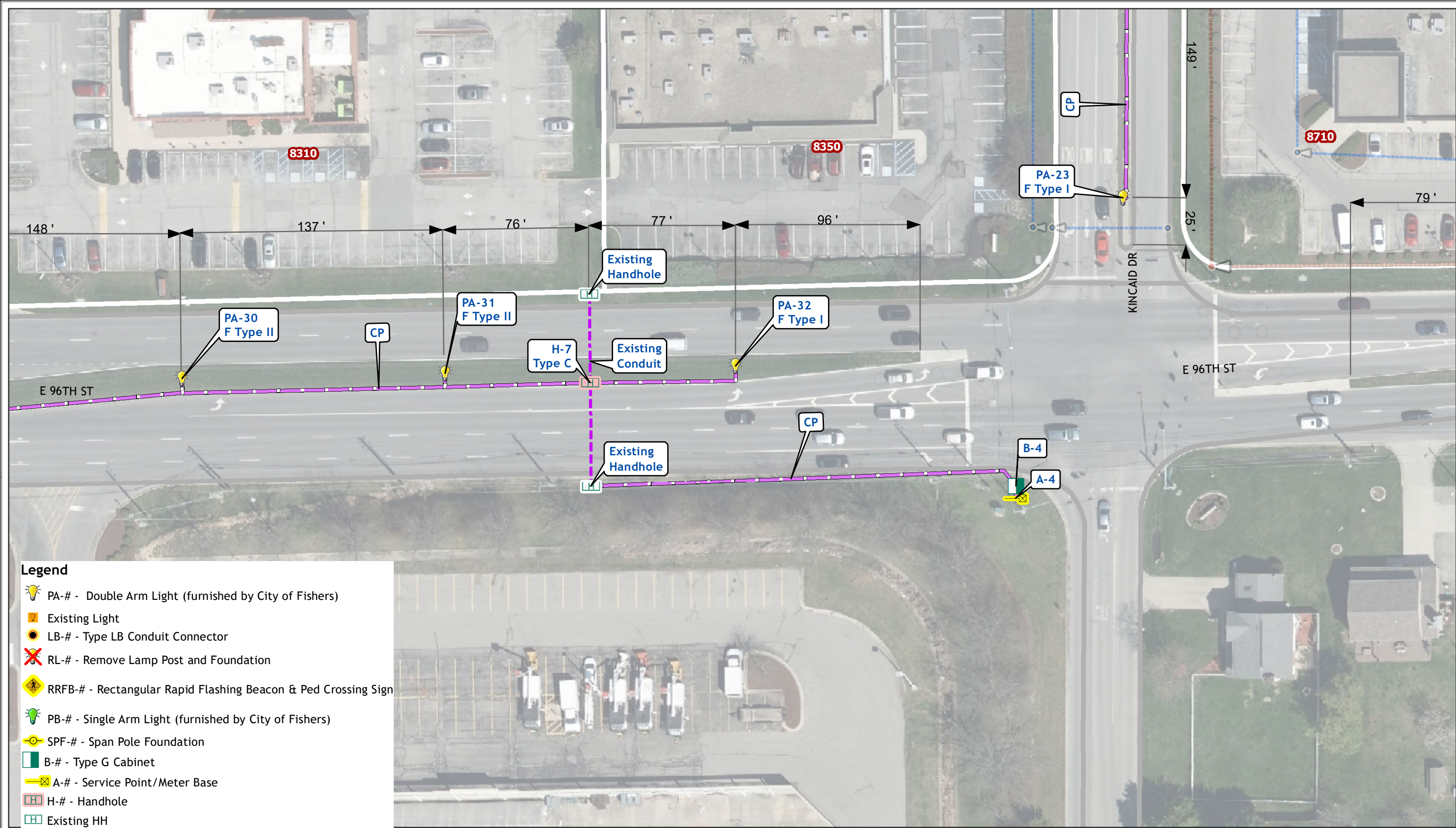
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 - Existing Storm Pipe

96th St

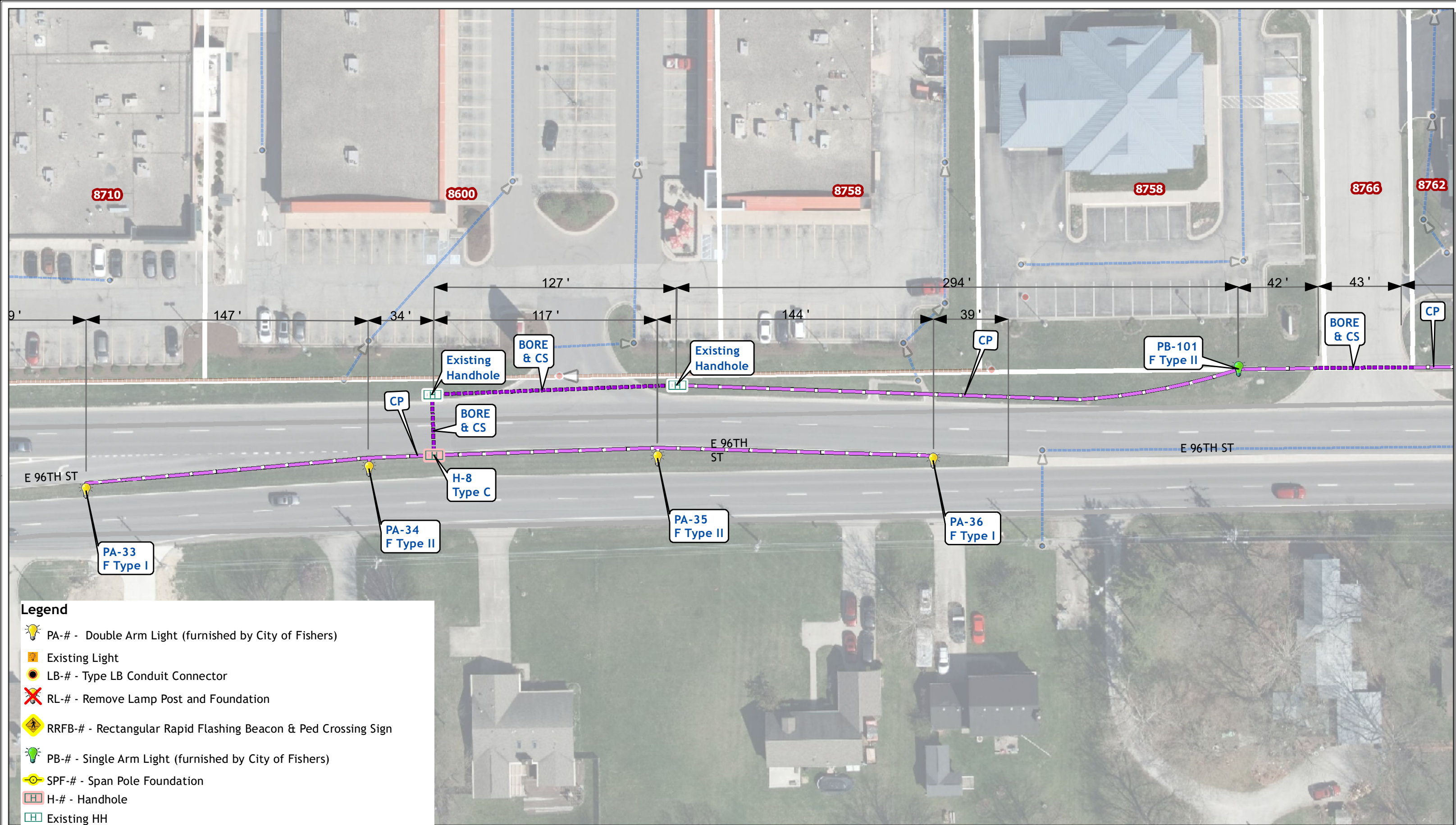
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96th St

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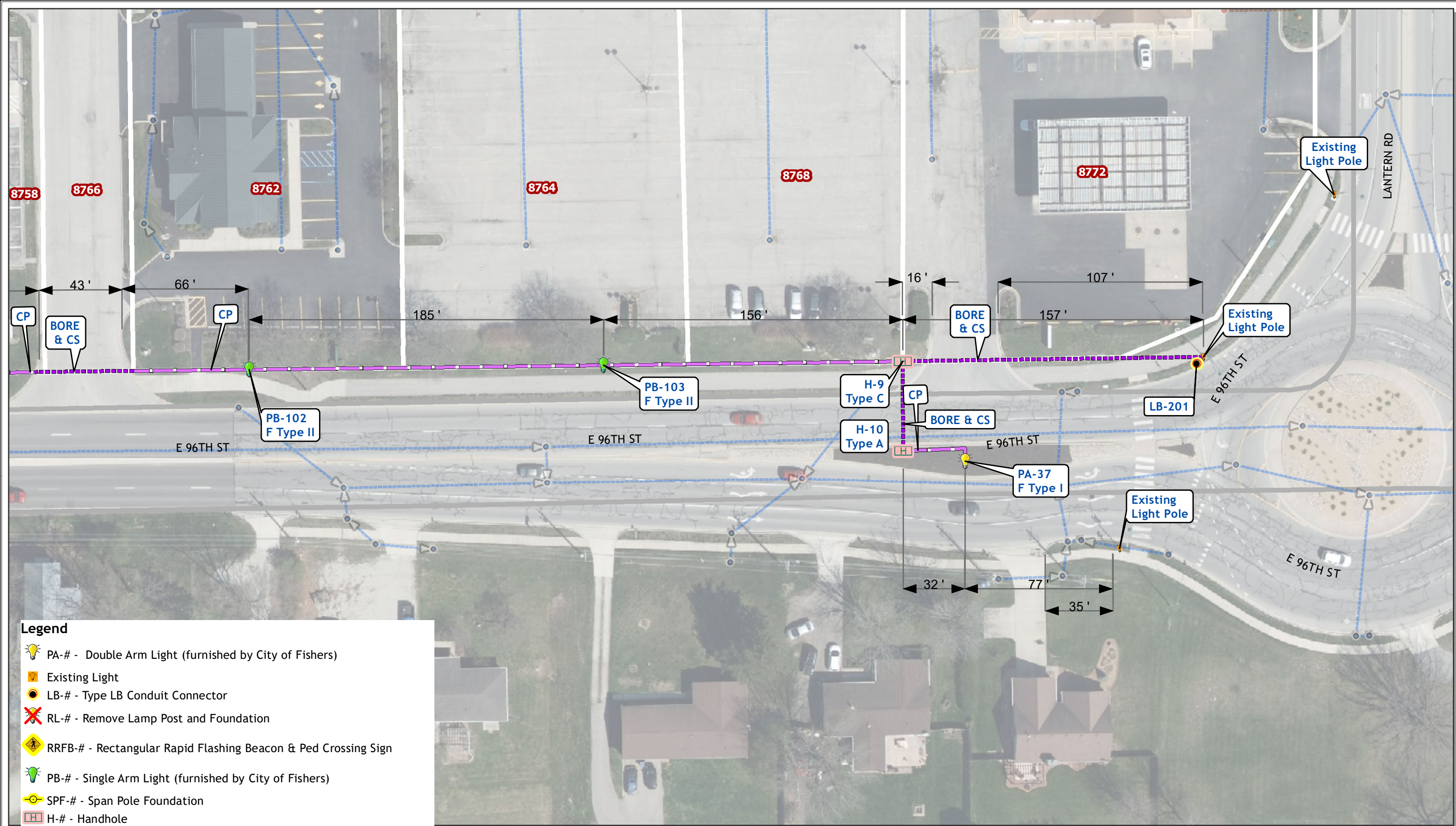




96th St

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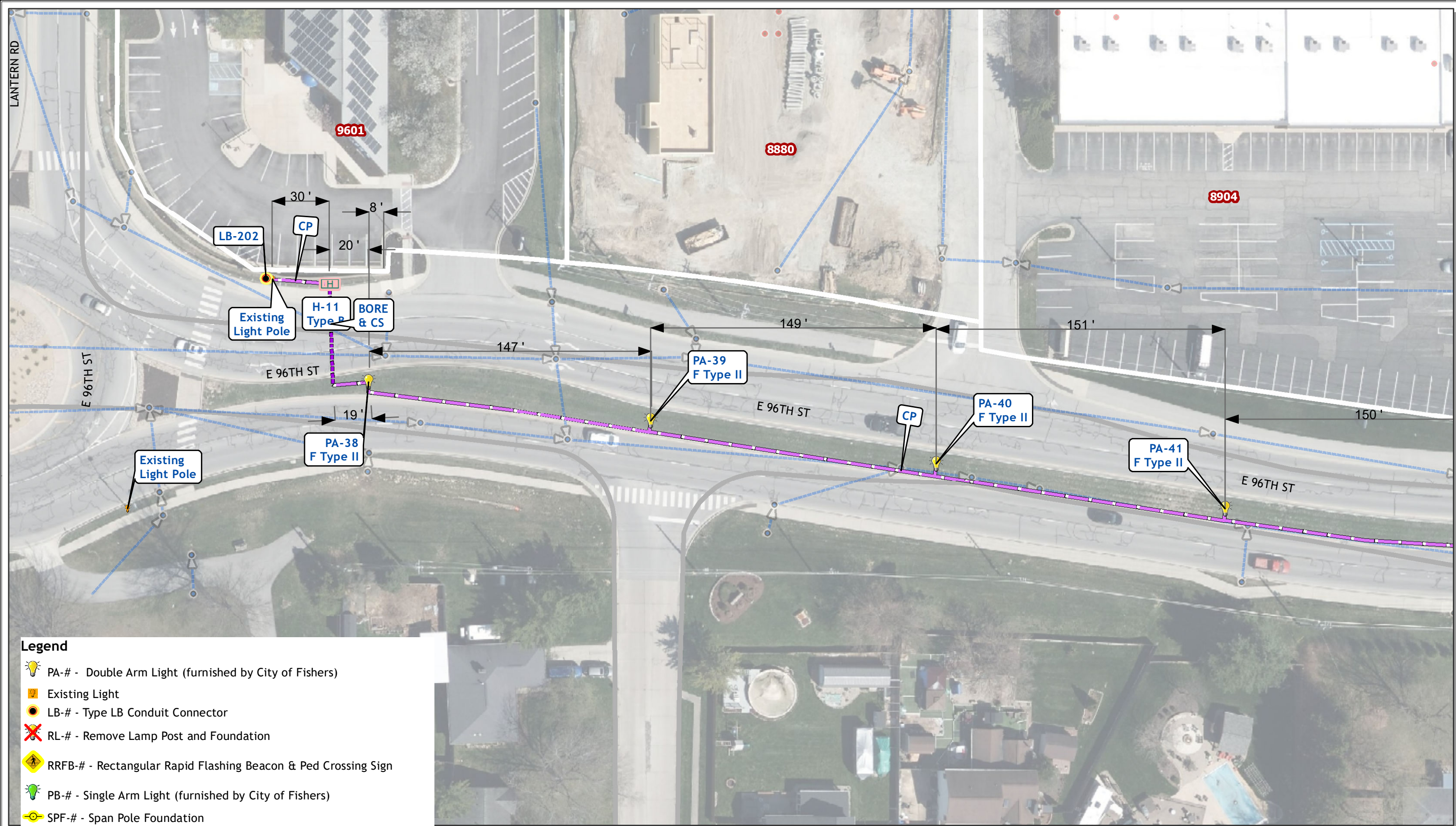


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- CP - Wire, No.4 Copper, In Plastic Duct, In Trench, 4 1/2
- Existing Sanitary Structure
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- Existing Storm Pipe

96th St

96th St Beautification

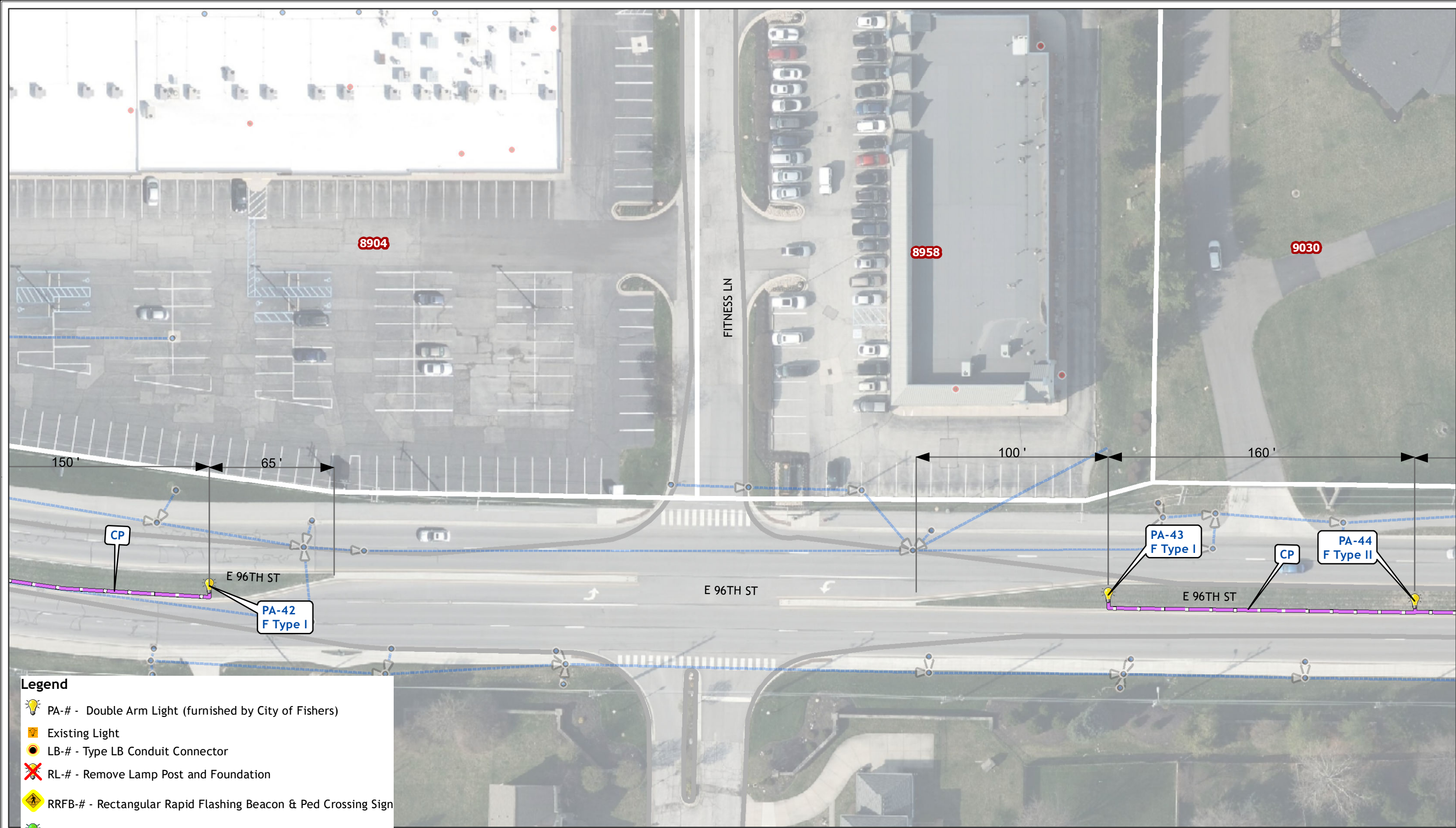


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- Existing Storm Pipe

96th St

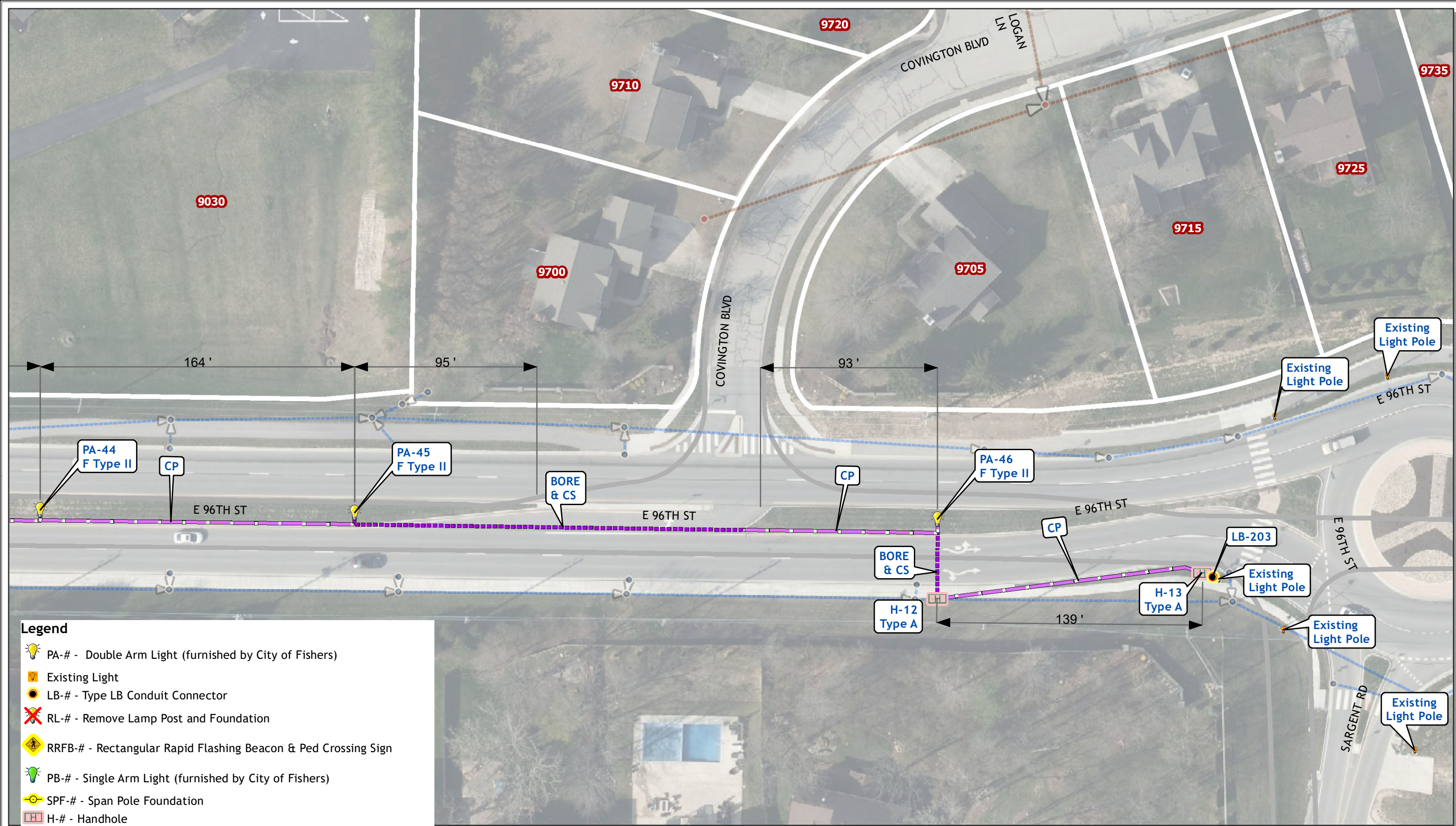
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 - Existing Storm Pipe

96th St

96th St Beautification

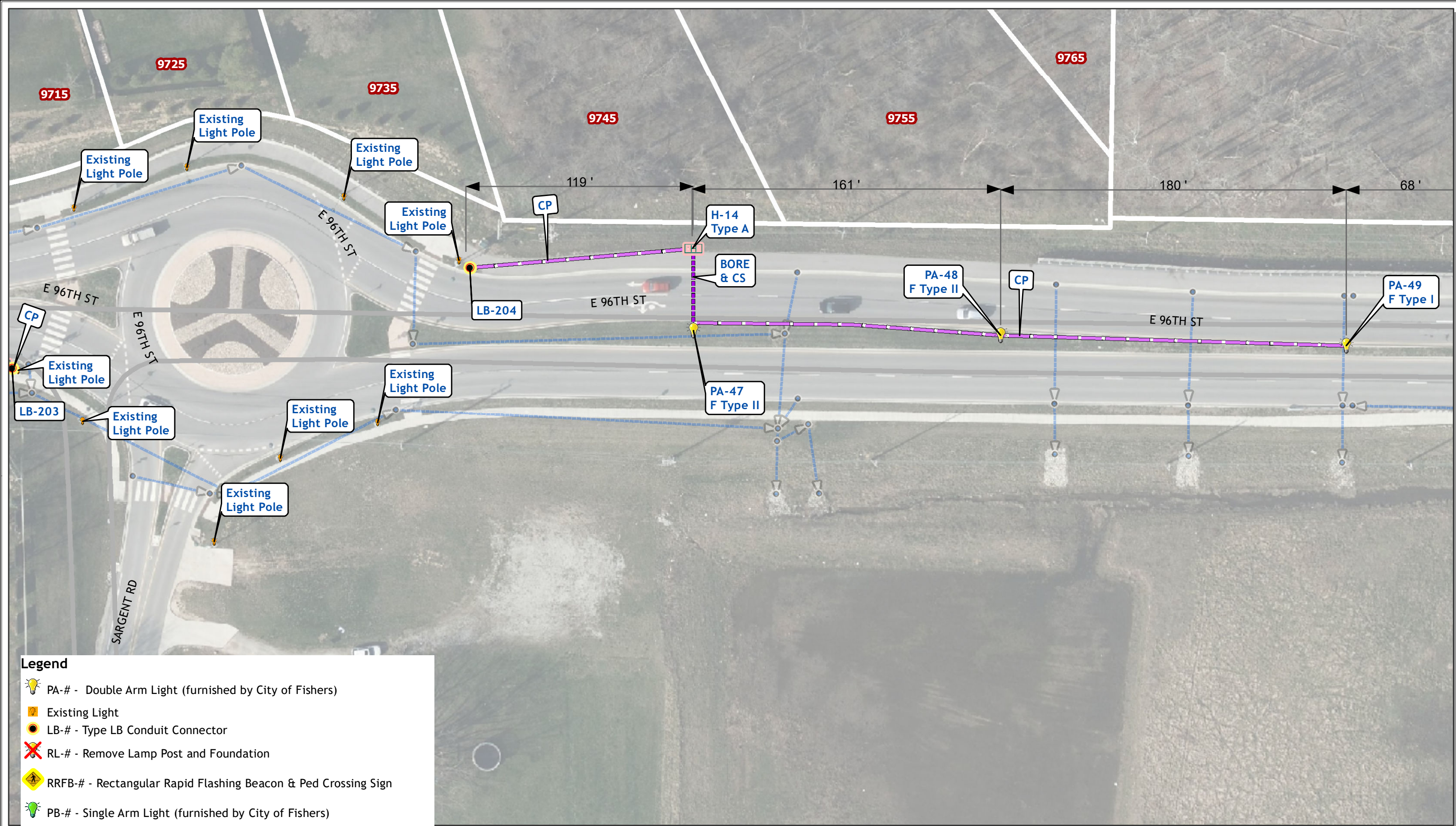


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- ▷ Existing Sanitary Pipe
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96th St

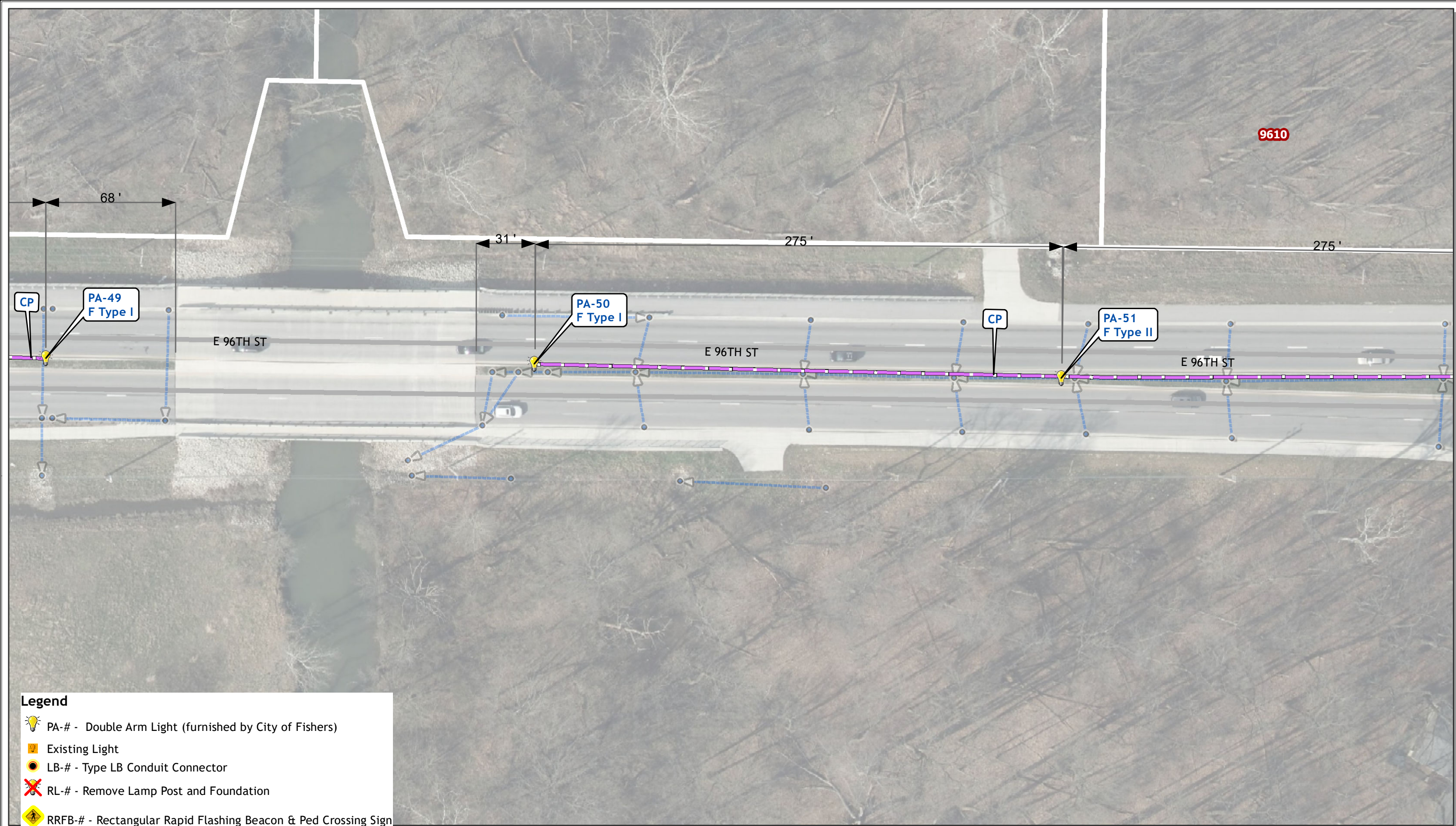
96th St Beautification



- Legend**
- PA-# - Double Arm Light (furnished by City of Fishers)
 - Existing Light
 - LB-# - Type LB Conduit Connector
 - RL-# - Remove Lamp Post and Foundation
 - RRFB-# - Rectangular Rapid Flashing Beacon & Ped Crossing Sign
 - PB-# - Single Arm Light (furnished by City of Fishers)
 - SPF-# - Span Pole Foundation
 - H-# - Handhole
 - BORE & CS - Wire, No.4 Copper, In Plastic Duct, 4 1/2 In 2" Steel Conduit
 - CP - Wire, No.4 Copper, In Plastic Duct, In Trench, 4 1/2
 - Existing Storm Structure
 - Existing Storm Pipe

96th St

96th St Beautification



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- PA-# - Double Arm Light (furnished by City of Fishers)
 - Existing Light
 - LB-# - Type LB Conduit Connector
 - RL-# - Remove Lamp Post and Foundation
 - RRFB-# - Rectangular Rapid Flashing Beacon & Ped Crossing Sign
 - PB-# - Single Arm Light (furnished by City of Fishers)
 - SPF-# - Span Pole Foundation
 - CP - Wire, No.4 Copper, In Plastic Duct, In Trench, 4 1/C
 - Existing Storm Structure
 - Existing Storm Pipe

96th St

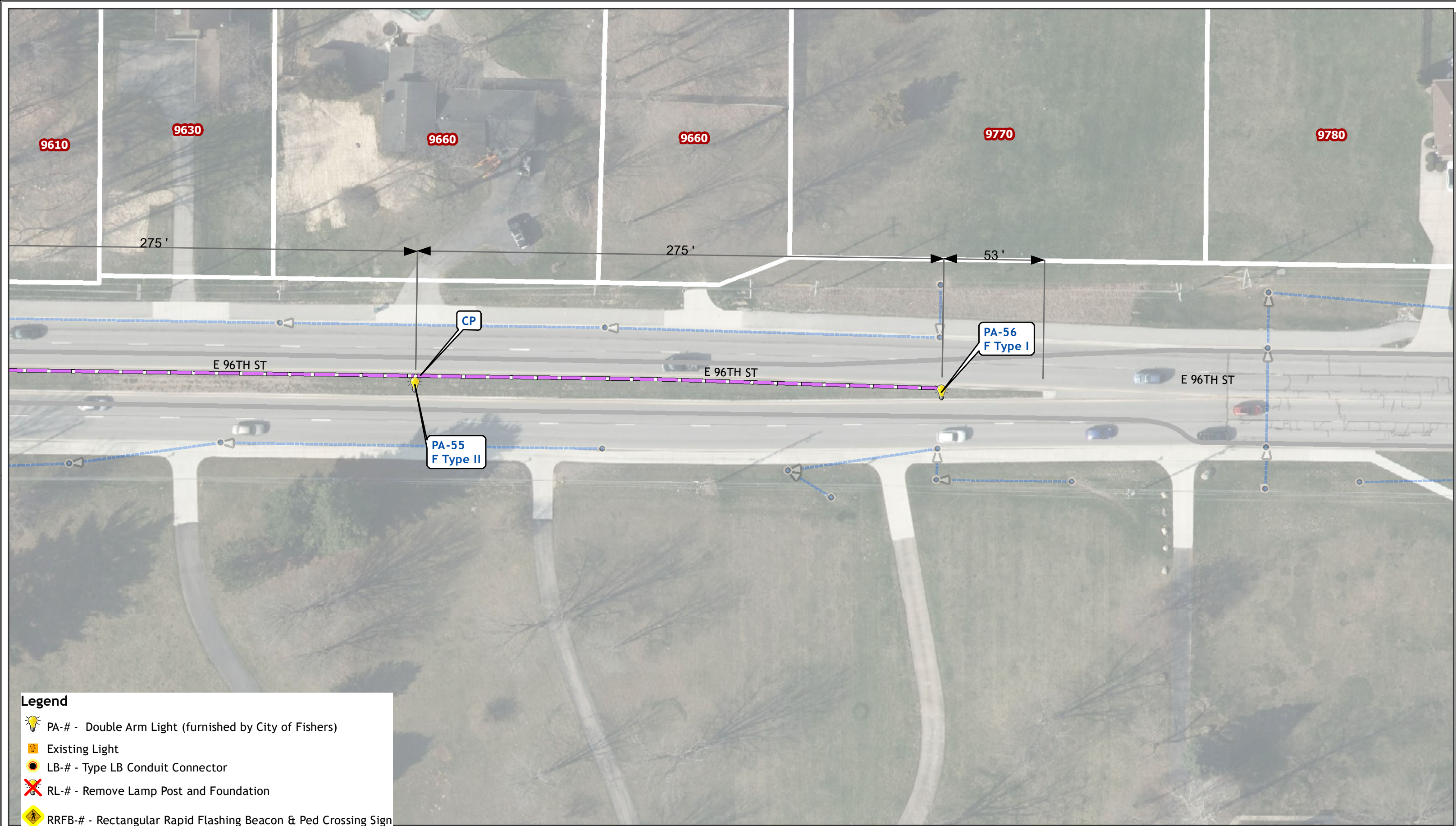
96th St Beautification



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- PA-# - Double Arm Light (furnished by City of Fishers)
 - Existing Light
 - LB-# - Type LB Conduit Connector
 - RL-# - Remove Lamp Post and Foundation
 - RRFB-# - Rectangular Rapid Flashing Beacon & Ped Crossing Sign
 - PB-# - Single Arm Light (furnished by City of Fishers)
 - SPF-# - Span Pole Foundation
 - A-# - Service Point/Meter Base
 - H-# - Handhole
 - Bores & CS - Wire, No.4 Copper, In Plastic Duct, 4 1/2 In 2" Steel Conduit
 - CP - Wire, No.4 Copper, In Plastic Duct, In Trench, 4 1/2
 - Existing Storm Structure
 - Existing Storm Pipe

96th St

96th St Beautification

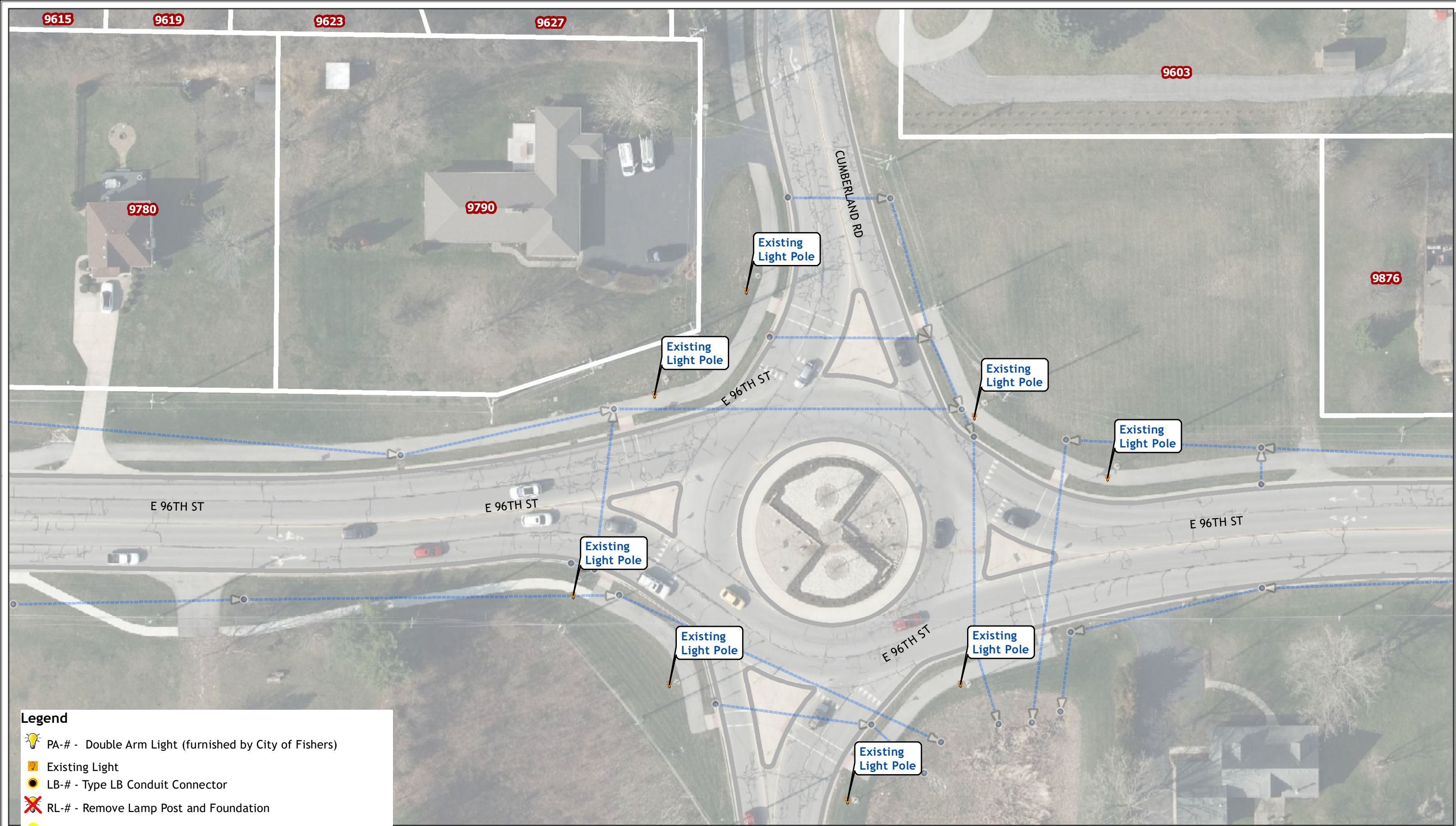


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 - SPF-# - Span Pole Foundation
 - CP - Wire, No.4 Copper, In Plastic Duct, In Trench, 4 1/C
 - Existing Storm Structure
 - Existing Storm Pipe

96th St

96th St Beautification





- Legend**
- PA-# - Double Arm Light (furnished by City of Fishers)
 - Existing Light
 - LB-# - Type LB Conduit Connector
 - RL-# - Remove Lamp Post and Foundation
 - RRFB-# - Rectangular Rapid Flashing Beacon & Ped Crossing Sign
 - PB-# - Single Arm Light (furnished by City of Fishers)
 - SPF-# - Span Pole Foundation
 - Existing Storm Structure
 - Existing Storm Pipe

96th St

96th St Beautification

	LIGHT TYPE		FOUNDATION TYPE	
ID NUMBER	SINGLE ARM	DOUBLE ARM	TYPE I	TYPE II
PA-1		X	X	
PA-2		X		X
PA-3		X		X
PA-4		X		X
PA-5		X		X
PA-6		X		X
PA-7		X		X
PA-8		X	X	
PA-9		X		X
PA-10		X		X
PA-11		X		X
PA-12		X		X
PA-13		X		X
PA-14		X		X
PA-15		X		X
PA-16		X		X
PA-17		X	X	
PA-18		X		X
PA-19		X		X
PA-20		X		X
PA-21		X		X
PA-22		X		X
PA-23		X	X	
PA-24		X	X	
PA-25		X	X	
PA-26		X		X
PA-27		X	X	
PA-28		X		X
PA-29		X		X
PA-30		X		X
PA-31		X		X
PA-32		X	X	
PA-33		X	X	
PA-34		X		X
PA-35		X		X
PA-36		X	X	
PA-37		X	X	
PA-38		X		X
PA-39		X		X
PA-40		X		X
PA-41		X		X
PA-42		X	X	
PA-43		X	X	
PA-44		X		X
PA-45		X		X
PA-46		X		X
PA-47		X		X
PA-48		X		X
PA-49		X	X	
PA-50		X	X	
PA-51		X		X
PA-52		X		X
PA-53		X		X
PA-54		X		X
PA-55		X		X
PA-56		X	X	
PB-101	X			X
PB-102	X			X
PB-103	X			X
TOTALS	3	56	16	43
ALL LIGHTS ARE FURNISHED BY CITY OF FISHERS				

ID NUMBER	TYPE	NOTE-1	NOTE-2
LB-201	LB CONDUIT BODY	N/A	N/A
LB-202	LB CONDUIT BODY	N/A	N/A
LB-203	LB CONDUIT BODY	N/A	N/A
LB-204	LB CONDUIT BODY	N/A	N/A
SPF-301	SPAN POLE FOUNDATION	N/A	N/A
SPF-302	SPAN POLE FOUNDATION	N/A	N/A
SPF-303	SPAN POLE FOUNDATION	N/A	N/A
SPF-304	SPAN POLE FOUNDATION	LOCATIONS TBD IN FIELD	
SPF-305	SPAN POLE FOUNDATION	LOCATIONS TBD IN FIELD	
SPF-306	SPAN POLE FOUNDATION	LOCATIONS TBD IN FIELD	
SPF-307	SPAN POLE FOUNDATION	LOCATIONS TBD IN FIELD	
SPF-308	SPAN POLE FOUNDATION	LOCATIONS TBD IN FIELD	
RRFB-401	RRFB & SIGN	N/A	N/A
RRFB-402	RRFB & SIGN	N/A	N/A
RL-501	REMOVE LIGHT AND FOUNDATION	N/A	N/A
RL-502	REMOVE LIGHT AND FOUNDATION	N/A	N/A
RL-503	REMOVE LIGHT AND FOUNDATION	N/A	N/A
RL-504	REMOVE LIGHT AND FOUNDATION	N/A	N/A
B-1	TYPE G CABINET	N/A	N/A
B-2	TYPE G CABINET	N/A	N/A
B-3	TYPE G CABINET	N/A	N/A
B-4	TYPE G CABINET	N/A	N/A
A-1	SERVICE POINT	ADDRESS:	9668 NORTH BY NORTHEAST, FISHERS, IN 46037
A-2	SERVICE POINT	ADDRESS:	9719 KINCAID DR, FISHERS, IN 46037
A-3	SERVICE POINT	ADDRESS:	7801 E 96TH ST, FISHERS, IN 46037
A-4	SERVICE POINT	ADDRESS:	8499 E 96TH ST, FISHERS, IN 46037
A-5	SERVICE POINT	ADDRESS:	9612 E 96TH ST, FISHERS, IN 46037

	LIGHT TYPE		
ID NUMBER	TYPE A	TYPE B	TYPE C
H-1	X		
H-2	X		
H-3	X		
H-4	X		
H-5	X		
H-6			X
H-7			X
H-8			X
H-9			X
H-10	X		
H-11		X	
H-12	X		
H-13	X		
H-14	X		
H-15	X		
H-16		X	
TOTALS	10	2	4

Conduit Type	STRAND AMOUNT	TOTAL LENGTH
PLASTIC CONDUIT	58 STRANDS	8838 TOTAL LFT OF PLASTIC CONDUIT
METAL CONDUIT	23 STRANDS	2139 TOTAL LFT OF STEEL CONDUIT

Table



PART 2
BID PROPOSAL

2.1 Base Bid

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the Unit Prices applicable to the Contract Items as stated in Part 3 hereof, which Unit Prices, when multiplied by estimated unit quantities for such Contract Items, total **** SEE BELOW****

Dollars (\$ 1,693,337.38). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price and further acknowledges that the unit quantities listed in Part 3 of this Proposal are estimates solely for the purpose of Bid evaluation and Contract award, and are not to be construed as exact or binding. The Bidder further understands that all Work which may result on the Contract shall be compensated for on a Unit Price basis and that the Owner cannot and do not guarantee the amount or quantity of any item of Work to be performed or furnished under the Agreement.

**** One Million, Six Hundred Ninety-Three Thousand, Three Hundred Thirty-Seven dollars and Thirty-Eight cents (38/100)**





Board Action Form

MEETING DATE	March 12, 2024			
TITLE	Request to approve Paperless Billing Policy.			
SUBMITTED BY	Name & Title: Department:			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R031224K	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	The City wishes to adopt a policy for automatic paperless billing for: (1) New Customers (2) Current Customers utilizing EFT to pay their stormwater and sanitary sewer bills. This policy will be effective July 1, 2024. If a customer wishes to receive a paper bill via mail, they may opt out of the automatic paperless billing by contacting the City of Fishers Customer Service or by selecting the opt out provision in the sewer application.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve
	2.	Deny
	3.	Provide Other Direction
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R031224K

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING AN AUTOMATIC PAPERLESS BILLING POLICY FOR NEW CUSTOMERS
AND CURRENT ELECTRONIC FUNDS TRANSFER (EFT) CUSTOMERS**

WHEREAS, the City of Fishers (“City”) operates and maintains sanitary and stormwater sewer systems (“Sewer Systems”) for customers inside and outside City municipal boundaries;

WHEREAS, as part of the operation and maintenance of the Sewer Systems, the City manages the sewer billing for each customer, including the issuing of bills, processing payments and collection of sewer fees;

WHEREAS, the Board of Public Works & Safety (“Board”) is charged with the supervision and control of the City’s sewer system as well as for adopting rules and procedures for the operation of the Sewer System; and

WHEREAS, for the convenience of new sewer customers and current customers utilizing electronic funds transfer (EFT) for Sewer Systems bill payments, the Board desires to adopt a policy to apply paperless billing for all new sewer customers as of July 1, 2024, and current EFT customers and provide an opportunity for these customers to opt out of paperless billing.

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

SECTION 1.

The Board hereby approves the policy attached hereto and incorporated herein as Exhibit A, which will be in effect on July 1, 2024, and shall apply only to the City of Fishers sanitary and stormwater sewer customers currently utilizing EFT for bill payment and for new sanitary and stormwater sewer customers as of July 1, 2024.

SECTION 2.

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

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 12th day of March 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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

EXHIBIT A
CITY OF FISHERS PAPERLESS SEWER BILLING POLICY
Effective July 1, 2024

This City of Fishers Paperless Billing Policy ("Policy") is applicable only to new customers as of July 1, 2024, and current electronic funds transfer (EFT) Customers ("Applicable Customers"). Pursuant to this Policy, Applicable Customers will receive their City of Fishers monthly sanitary bill and yearly stormwater sewer bill (collectively "Bill") electronically according to the following terms:

Paperless Billing. Applicable Customers may view their paperless Bill online by accessing their account at the City of Fishers website (www.fishersin.gov) or by following the instructions provided to them in their paperless billing e-mail notice.

Payment. Applicable Customers must pay the amount due listed in their paperless Bill by the due date in order to avoid delinquent charges, sewer liens, and/or potential disconnection of services.

Bill Notice. City will attempt to send Applicable Customers' paperless Bill notice to their current e-mail. Applicable Customers must keep their e-mail address and designated phone number current and contact City directly if they do not receive their paperless Bill.

Paper Bill Copies. Unless the Applicable Customers opts out as set forth herein, they will no longer receive a paper Bill from City in the US Mail. However, Applicable Customers may print a paper copy of their paperless Bill.

Opt Out. APPLICABLE CUSOMTERS MAY CANCEL PAPERLESS BILLING AT ANY TIME AND REQUEST TO RECEIVE A PAPER BILL BY CONTACTING THE CITY OF FISHERS CUSTOMER SERVICE AT (317) 595-3111 OR MAY SELECT THE OPTION IN THEIR ACCOUNT APPLICATION TO OPT OUT OF PAPERLESS BILLING. City reserves the right to deny or cancel paperless Billing at any time in its sole discretion.

Updating Contact Information. The City does not automatically update or change personal information and each Applicable Customer must update or confirm any changes to their personal information, including any changes to their e-mail address or phone number for Bill notices, by visiting their City of Fishers Utility Account or by contacting Customer Service at (317) 595-3111.

System Compatibility and Blocking. The ability to receive paperless Bill notices via e-mail notice requires an active e-mail address, internet connection, and compatible computing systems. Paperless Bills are sent in Portable Document Format (PDF) and Applicable Customers may need to upgrade their computer's PDF reader program to view their paperless PDF Bill. If an Applicable Customer is experiencing difficulty accessing or viewing their paperless Bill, they may contact City of Fishers Customer Service. Please note that some service providers block e-mail from senders who are not listed in contacts or on safe lists, so Applicable Customers may not receive their paperless Bill notice unless the City is specifically added to their contacts or safe list.