



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety Meeting

DATE: 3/14/2023, at 9:00 AM

DIRECTIONS: City Services Building , 3 Municipal Drive, Fishers, IN 46038

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

- 1. Meeting Called to Order**
- 2. Announcements**
- 3. Presentations**
- 4. Consent Agenda**
 - a. Request to review the previous meeting memoranda
 - b. Request to approve the account payable register:
 - c. R031423L – Request to Approve Letter of Engagement.
 - d. R031423M – Request to Approve Legal Services Agreement (Event Center Bond)
- 5. Resolution**
 - a. R031423 – Request to Approve Bid Award of Nickel Plate Trail, Hague Road to 106th Street.
 - b. R031423B – Request to Approve Bid Award for Road Resurfacing 23-2.
 - c. R031423C – Request to Approve Barrett Law Preliminary Resolution for Private Road RehabilitationBarrett West.

- d. R031423D – Request to Approve Barrett Law Preliminary Resolution for Private Road RehabilitationBarrett East.
- e. R031423E – Request to Approve the 2023 Neighborhood Vibrancy Grant Committee FundingRecommendation
- f. R031423F – Request to Approve 2023 Renewal of Workman’s Compensation Insurance.
- g. R031423G – Request to approve Resolution Amending the City of Fishers Traffic and Parking Schedule.
- h. R031423H – Resolution Approving Professional Services Agreement (Construction Consulting).
- i. R031423I – Request to Approve Professional Services Agreement for Fishers Adventure Race
- j. R031423J – Request to Approve Professional Services Agreement for Geist Half Marathon
- k. R031423K – Request to Approve Bid Packages (Event Center Bond)
- l. R031423N – Request to Approve the Purchase of a Police Vehicle

6. Regular Items

7. Unfinished/New Business

8. Meeting Adjournment



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety

DATE: 02/14/23

DIRECTIONS: [Fishers City Services Building](#)

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

1. Meeting Called to Order:

- The meeting was called to order at 9:02 a.m. by Scott Fadness. Board members Jeff Lantz and Scott Fadness were present.
- Staff present: Elliott Hultgren, Jason Taylor, Michelle Strader, Tabatha Miller, Eric Steiner, Tracy Gaynor, Hatem Mekky, Jake Reardon McSoley, Jeremy Schmitt, Lindsey Bennett and Kari Adriano.
- Members of the public were able to submit comments to the Board via form submission. No public comments were submitted.

2. Announcements:

3. Presentations: None

CONSENT AGENDA

- 4a.** Request to review the previous meeting memoranda: [Meeting Minutes 12-27-22](#), [Meeting Minutes 1-10-23](#) and [Meeting Minutes 1-26-23](#).
- 4b.** Request to approve the account payable register: [Accounts Payable 2-14-23](#).
 - Jeff Lantz made at motion to approve the Meeting minutes 1-26-23 & accounts payable 2-14-23. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
 - Jeff Lantz made a motion to table the meeting minutes 12-27-22 & 1-10-23. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

RESOLUTION

- 5. R021423** – Request to approve special purchase of 2023 Freightliner 108SD Chassis.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Tabatha Miller, Director of Fleet, presented, **R021423** to the board.
 - Jeff Lantz made at motion to approve **R021423**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- 6. R021423A** – Request to approve special purchase of a P385B T4 Paver.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Eric Steiner, Assistant Director of Operations for Public Works, presented, **R021423A** to the board.
 - Jeff Lantz made at motion to approve **R021423A**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



CITY OF FISHERS AGENDA

7. **R012623C** – Request to approve Bid Award of Cumberland Road Clearing Contract.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Hatem Mekky, Assistant Director of Engineering, presented, **R021423C** to the board.
 - Scott Fadness made at motion to approve **R021423C**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
8. **R021423D** – Request to approve purchase of 9 zero turn mowers.
[Board Action Form](#) | [Resolution](#) | [Exhibit's A - F](#)
 - Tabatha Miller, Director of Fleet, presented, **R021423D** to the board.
 - Jeff Lantz made at motion to approve **R021423D**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
9. **R021423E** – Request to approve Management Agreement for the Fishers Event Center.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Elliott Hultgren, Deputy Mayor, presented, **R021423E** to the board.
 - Scott Fadness made at motion to approve **R021423E**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
10. **R021423F** – Request to approve Professional Services Agreement.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jake Reardon McSoley, Director of Recreation & Wellness, presented, **R021423F** to the board.
 - Scott Fadness made at motion to approve **R021423F**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
11. **R021423G** – Request to approve Fishers Wastewater Line Build Operate Transfer Agreement.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Summary](#) | Public Hearing
 - Jason Taylor, Director of Engineering, presented, **R021423G** to the board.
 - Public Hearing: no one came forward with comments.
 - Jeff Lantz made at motion to approve **R021423G**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
12. **R021423H** – Request to approve Grant Agreement for Rosanna Village Low Pressure Wastewater System.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)
 - Jason Taylor, Director of Engineering, presented, **R021423H** to the board.
 - Scott Fadness made at motion to approve **R021423H**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



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13. **R021423I** – Request to approve Opioid Settlement Agreement.
[Resolution](#) | [Exhibit A](#) | [Exhibit B](#)
- Lindsey Bennett, City Attorney, presented, **R021423I** to the board.
 - Jeff Lantz made at motion to approve **R021423I**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
14. **R021423J** – Request to approve Continuous Diamond Grinding of Concrete Pavement.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
- Eric Steiner, Assistant Director of Public Works, presented, **R021423J** to the board.
 - Jeff Lantz made at motion to approve **R021423J**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
15. **R021423K** – Request to approve Resolution Approving Easement Agreement.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
- Jason Taylor, Director of Engineering, presented, **R021423K** to the board.
 - Jeff Lantz made at motion to approve **R021423K**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

REGULAR ITEMS

16. **Unfinished/New Business:**

17. **Meeting Adjournment**

- Scott Fadness made a motion to adjourn the meeting. Jeff Lantz seconded the motion.
- There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- The meet was adjourned at 9:21 a.m.

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

Respectfully Submitted,

Kari Adriano, Board Clerk



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety
DATE: 01/10/23
DIRECTIONS: [Fishers City Services Building](#)

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 a.m., CITY COURT CHAMBERS:

- **Meeting Called to Order:**
 - The meeting was called to order at 9:04 a.m. by Jeff Lantz. Board members Jason Meyer and Jeff Lantz were present.
 - Staff present: Jason Taylor, Tracy Gaynor, Chris Greisl and Kari Adriano.
 - Members of the public were able to submit comments to the Board via form submission. No public comments were submitted.
- **Announcements:**
- **Presentations:** None

CONSENT AGENDA

- 4a. Request to review the previous meeting memoranda: [Meeting Minutes 12-27-22](#).
- 4b. **R011023B** – Request for Declaring Vehicles-Equipment as surplus for Trade-ins.
[Board Action Form](#) | [Resolution](#)
- 4c. **R011023C** – Request to Declare Certain Property as Surplus.
[Resolution](#)
 - Jason Meyer made a motion to table the meeting minutes. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
 - Jason Meyer made at motion to approve the consent agenda items 4b & 4c. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

RESOLUTION

- 1. **R011023** – Request to approve an Encroachment Agreement for Grantham residential development.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)
 - Jason Taylor, Director of Engineering, presented, **R011023** to the board.
 - Jason Meyer made at motion to approve **R011023**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- 2. **R011023D** – Request to Approve a Contract for Extension of Sewer Mains & Facilities for Grantham Regional Lift Station.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023D** to the board.
 - Jeff Lantz made at motion to approve **R011023D**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



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3. **R011023E** – Request to Approve Supplemental Agreement for 116th Street and Allisonville Road.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023E** to the board.
 - Jason Meyer made at motion to approve **R011023E**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
4. **R011023F** – Request to Approve Agreement between Owner and Contractor for 146th Street and Allisonville Road Force Main.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023F** to the board.
 - Jeff Lantz made at motion to approve **R011023F**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
5. **R011023G** – Request to Approve Sanitary Sewer Service Agreement for The Cove at Thorpe Creek Section 1 residential development.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023G** to the board.
 - Jason Meyer made at motion to approve **R011023G**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
6. **R011023H** – Request to Approve Sanitary Sewer Service Agreement for The Cove at Thorpe Creek Section 2 residential development.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023H** to the board.
 - Jeff Lantz made at motion to approve **R011023H**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
7. **R011023I** – Request to Approve Sanitary Sewer Service Agreement for The Woods at Thorpe Creek Section 6 residential development.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023I** to the board.
 - Jason Meyer made at motion to approve **R011023I**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
8. **R011023J**- Request to Approve First Amendment to Special Contract for Extension of Sewer Mains and Facilities for Springs of Cambridge Section 12 Lift Station.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Jason Taylor, Director of Engineering, presented, **R011023J** to the board.
 - Jason Meyer made at motion to approve **R011023J**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



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9. **R011023K** - Request to Approve Special Purchase of a Certain Digital Identity Management System.

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

- Tracy Gaynor, Director of IT, presented, **R011023K** to the board.
- Jeff Lantz made at motion to approve **R011023K**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

REGULAR ITEMS

10. **Unfinished/New Business:**

11. **Meeting Adjournment**

- Jason Meyer made a motion to adjourn the meeting. Jeff Lantz seconded the motion.
- There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- The meet was adjourned at 9:19 a.m.

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

Respectfully Submitted,

Kari Adriano, Board Clerk



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety
DATE: 12/27/22
DIRECTIONS: [Fishers City Services Building](#)

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 a.m., CITY COURT CHAMBERS:

- **Meeting Called to Order:**
 - The meeting was called to order at 9:02 a.m. by Scott Fadness. Board members Jason Meyer and Scott Fadness were present.
 - Staff present: Lisa Bradford, Tracy Gaynor, Chris Greisl and Kari Adriano.
 - Others Present: Larry Lannan.
 - Members of the public were able to submit comments to the Board via form submission. No public comments were submitted.
- **Announcements:**
- **Presentations:** None

CONSENT AGENDA

- Request to review the previous meeting memoranda: [Meeting Minutes 12-13-22](#).
- Request to approve Accounts Payable Register: [Accounts Payable Register 12-27-22](#).
- **R122722** – A Resolution Certifying the Election of The City of Fishers Police Merit Commission.
[Resolution](#)
- **R122722A** – A Resolution of the City of Fishers Board of Public Works & Safety Approving the City's 2023 Property & Casualty Insurance Coverage.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
- **R122722B** – A Resolution amending the City of Fishers Traffic and Parking Schedules
[Board Action Form](#) | [Resolution](#)
 - Jason Meyer made a motion to approve the consent agenda. Scott Fadness second the motion and There was no remonstrance and the motion passed 2 in favor, 0 opposed.

RESOLUTION

1. **R122722C** – Request to purchase Audio Video equipment for Fishers Arts and Municipal Complex.
[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)
 - Tracy Gaynor, Director of IT, presented, **R122722C** to the board.
 - Jason Meyer made at motion to approve **R122722C**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



CITY OF FISHERS AGENDA

2. R122722D - Resolution Approving Land Acquisition Agreement.

- [Board Action Form](#) | [Resolution](#) | [Exhibit A](#)
- Scott Fadness, Mayor, presented, **R122722D** to the board.
- Jason Meyer made a motion to approve **R122722D**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

3. REGULAR ITEMS

4. Unfinished/New Business:

5. 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 meet was adjourned at 9:07 a.m.

This meeting was live 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 14, 2023

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF FISHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 150 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$10,221,308.75.

Dated this 14th day of March 2023.

	_____	_____
_____	_____	_____
_____	_____	_____

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
29585	02/16/2023 PRTD	1521 Indiana Gas Company	67024 2,100.00 0260063427651781799 10109012 43100	02/06/2023	22300021	21623EP Professional Services	2,100.00
				CHECK	29585	TOTAL:	2,100.00
29586	02/16/2023 PRTD	1521 Indiana Gas Company	67025 600.00 0260049171654574229 10109012 43100	02/06/2023	22300021	21623EP Professional Services	600.00
				CHECK	29586	TOTAL:	600.00
29587	02/16/2023 PRTD	1521 Indiana Gas Company	67026 2,000.00 0260060206153998725 10109012 43100	02/10/2023	22300021	21623EP Professional Services	2,000.00
				CHECK	29587	TOTAL:	2,000.00
29588	02/16/2023 PRTD	1521 Indiana Gas Company	67028 450.00 0260057365850114363 10109012 43100	02/10/2023	22300021	21623EP Professional Services	450.00
				CHECK	29588	TOTAL:	450.00
29589	02/16/2023 PRTD	1521 Indiana Gas Company	67030 1,500.00 0260009286556698410 10109012 43100	02/10/2023	22300021	21623EP Professional Services	1,500.00
				CHECK	29589	TOTAL:	1,500.00
29590	02/16/2023 PRTD	1521 Indiana Gas Company	67036 2,700.00 0260009286555108942 10109012 43100	02/10/2023	22300021	21623EP Professional Services	2,700.00
				CHECK	29590	TOTAL:	2,700.00
29591	02/16/2023 PRTD	1521 Indiana Gas Company	67040 100.00 0260000618758409367 10109012 43100	02/10/2023	22300021	21623EP Professional Services	100.00
				CHECK	29591	TOTAL:	100.00
29592	02/16/2023 PRTD	1521 Indiana Gas Company	67042 3,000.00 0260000618757071437 10109012 43100	02/10/2023	22300021	21623EP Professional Services	3,000.00
				CHECK	29592	TOTAL:	3,000.00
29593	02/16/2023 PRTD	1521 Indiana Gas Company	67045 1,000.00 0260000618755108740 10109012 43100	02/10/2023	22300021	21623EP Professional Services	1,000.00

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

							CHECK	29593	TOTAL:
									1,000.00
29594	02/16/2023	PRTD	1521 Indiana Gas Company	67047	0260000618750670446	02/10/2023	22300021	21623EP	1,500.00
				1,500.00	10109012 43100	Professional Services			
							CHECK	29594	TOTAL:
									1,500.00
							NUMBER OF CHECKS	10	*** CASH ACCOUNT TOTAL ***
									14,950.00
							COUNT	AMOUNT	
							TOTAL PRINTED CHECKS	10	14,950.00
							*** GRAND TOTAL ***		
									14,950.00

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

29595	02/16/2023	PRTD	1521 Indiana Gas Company	67020	0260009286557052383	02/06/2023 22300021 21623EP2	400.00
				400.00	10109012 43100	Professional Services	

CHECK 29595 TOTAL: 400.00

29596	02/16/2023	PRTD	1521 Indiana Gas Company	67023	0260063427655901456	02/06/2023 22300021 21623EP2	1,500.00
				1,500.00	10109012 43100	Professional Services	

CHECK 29596 TOTAL: 1,500.00

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 1,900.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	1,900.00

*** GRAND TOTAL *** 1,900.00

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

29597 02/16/2023 MANL 2452 Regions Bank

67225 123CC-Police

01/31/2023

37,359.12

35.00	10108011	43200	Comms And Transportation
27.00	10108011	43200	Comms And Transportation
192.25	10108013	42200	Operating Supplies
278.14	10108013	42200	Operating Supplies
685.78	10108013	42200	Operating Supplies
328.98	10108011	43200	Comms And Transportation
642.09	10108015	42200	Operating Supplies
51.00	10108015	42200	Operating Supplies
492.19	10108015	42200	Operating Supplies
1,647.00	10108015	42200	Operating Supplies
180.79	10108015	42200	Operating Supplies
108.88	10108013	42200	Operating Supplies
939.12	10108012	42200	Operating Supplies
15.00	10108013	43100	Professional Services
504.42	10108015	43200	Comms And Transportation
149.79	10108013	43100	Professional Services
1,050.00	10108011	43100	Professional Services
12.90	10108015	43100	Professional Services
904.79	10108015	43200	Comms And Transportation
3,149.80	10108013	43100	Professional Services
100.00	10108012	43200	Comms And Transportation
100.00	10108012	43200	Comms And Transportation
199.00	10108012	43200	Comms And Transportation
710.00	10108013	43200	Comms And Transportation
710.00	10108013	43200	Comms And Transportation
3,297.00	10108015	43200	Comms And Transportation
452.95	10108015	43200	Comms And Transportation
130.83	10108015	42200	Operating Supplies
452.95	10108015	43200	Comms And Transportation
84.90	10108011	43200	Comms And Transportation
24.99	10108011	42200	Operating Supplies
452.95	10108015	43200	Comms And Transportation
355.00	10108013	43200	Comms And Transportation
394.00	10108015	42200	Operating Supplies
207.88	10108015	42200	Operating Supplies
550.00	10108015	43200	Comms And Transportation
40.00	10108015	43100	Professional Services
550.00	10108015	43200	Comms And Transportation
600.00	10108015	43200	Comms And Transportation
437.81	10108015	43200	Comms And Transportation
20.00	10108013	43100	Professional Services
20.00	10108013	43100	Professional Services
20.00	10108013	43100	Professional Services
20.00	10108013	43100	Professional Services
57.96	10108015	42200	Operating Supplies
150.00	10108015	43200	Comms And Transportation
435.92	10108015	42200	Operating Supplies
40.00	10108015	43200	Comms And Transportation
40.00	10108015	43200	Comms And Transportation
242.26	10108013	43200	Comms And Transportation
1.00	10108015	43200	Comms And Transportation

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

1.00	10108015	43200	Comms And Transportation
51.38	10108015	43100	Professional Services
575.00	10108011	43100	Professional Services
47.50	10108015	42200	Operating Supplies
280.00	10108011	43100	Professional Services
1,500.00	10108013	43100	Professional Services
186.75	10108013	43100	Professional Services
156.80	10108011	42200	Operating Supplies
125.00	10108011	43100	Professional Services
355.99	10108015	42200	Operating Supplies
535.00	10108015	43200	Comms And Transportation
319.00	10108015	42200	Operating Supplies
535.00	10108015	43200	Comms And Transportation
535.00	10108015	43200	Comms And Transportation
43.40	10108015	42200	Operating Supplies
375.19	10108015	42200	Operating Supplies
-355.99	10108015	42200	Operating Supplies
427.90	10108012	42200	Operating Supplies
328.20	10108011	43200	Comms And Transportation
30.00	10108011	43200	Comms And Transportation
70.00	10108011	43200	Comms And Transportation
18.00	10108011	43200	Comms And Transportation
10.87	10108011	43200	Comms And Transportation
368.96	10108015	43200	Comms And Transportation
125.00	10108011	43100	Professional Services
35.00	10108013	43100	Professional Services
35.00	10108013	43100	Professional Services
486.40	10108013	43100	Professional Services
100.00	10108013	43100	Professional Services
125.00	10108011	43100	Professional Services
368.96	10108015	43200	Comms And Transportation
147.50	10108013	42200	Operating Supplies
1,319.06	10108013	43100	Professional Services
1,300.00	10108013	43100	Professional Services
51.38	10108015	43200	Comms And Transportation
51.38	10108015	43200	Comms And Transportation
51.38	10108015	43200	Comms And Transportation
51.38	10108015	43200	Comms And Transportation
2,000.00	10108015	43100	Professional Services
102.36	10108015	43200	Comms And Transportation
51.38	10108015	43200	Comms And Transportation
51.38	10108015	43200	Comms And Transportation
175.44	10108012	42200	Operating Supplies
429.08	10108012	42200	Operating Supplies
145.50	10108012	42200	Operating Supplies
116.55	10108012	42200	Operating Supplies
1,000.00	10108012	42200	Operating Supplies
160.49	10108012	42200	Operating Supplies
67.23	10108012	42200	Operating Supplies

A/P CASH DISBURSEMENTS JOURNAL

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CHECK 29597 TOTAL: 37,359.12

29598 02/16/2023 MANL 2452 Regions Bank

67220	123CC-Fire	01/31/2023	31,332.01
188.20	10105013 43200	Comms And Transportation	
557.20	10105013 42200	operating Supplies	
74.85	10105013 43100	Professional Services	
299.88	10105013 42200	operating Supplies	
557.37	10105015 42200	operating Supplies	
385.15	10105014 42200	operating Supplies	
119.78	10105014 42200	operating Supplies	
4,114.85	10105012 43100	Professional Services	
819.00	10105013 42200	operating Supplies	
151.84	10105013 42200	operating Supplies	
3,171.00	10105012 43200	Comms And Transportation	
34.00	10105012 43200	Comms And Transportation	
250.00	10105012 43200	Comms And Transportation	
104.00	10105012 43200	Comms And Transportation	
49.00	10105012 43200	Comms And Transportation	
49.00	10105012 43200	Comms And Transportation	
49.00	10105012 43200	Comms And Transportation	
49.00	10105012 43200	Comms And Transportation	
49.00	10105012 43200	Comms And Transportation	
49.00	10105012 43200	Comms And Transportation	
49.00	10105012 43200	Comms And Transportation	
119.97	10105012 42200	operating Supplies	
49.00	10105012 43200	Comms And Transportation	
774.00	10105011 42200	operating Supplies	
125.12	10105011 42200	operating Supplies	
29.99	10105011 43100	Professional Services	
1,398.00	10105011 42200	operating Supplies	
272.83	10105011 42200	operating Supplies	
791.62	10105011 42200	operating Supplies	
804.98	10105011 42200	operating Supplies	
628.06	10105011 42200	operating Supplies	
234.61	10105011 42200	operating Supplies	
28.21	10105015 42200	operating Supplies	
661.00	10105015 42200	operating Supplies	
146.72	10105016 42200	operating Supplies	
3.58	10105016 42200	operating Supplies	
1,507.47	10105011 42200	operating Supplies	
52.51	10105015 42200	operating Supplies	
59.92	10105015 42200	operating Supplies	
3,020.00	10105012 43200	Comms And Transportation	
151.00	10105012 43200	Comms And Transportation	
4,508.50	10105012 42200	operating Supplies	
104.60	10105011 42200	operating Supplies	
80.00	10105016 43200	Comms And Transportation	
80.00	10105016 43200	Comms And Transportation	
286.31	10105016 43200	Comms And Transportation	
454.10	10105016 42200	operating Supplies	
55.50	10105011 42200	operating Supplies	

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24.85	10105011	42200	Operating Supplies
14.00	10105011	42200	Operating Supplies
42.38	10105011	42200	Operating Supplies
16.89	10105011	42200	Operating Supplies
28.25	10105011	42200	Operating Supplies
10.00	10105011	43100	Professional Services
5.06	10105011	42200	Operating Supplies
31.26	10105011	42200	Operating Supplies
14.00	10105011	43100	Professional Services
37.00	10105011	42200	Operating Supplies
49.37	10105011	43200	Comms And Transportation
108.89	10105015	42200	Operating Supplies
63.49	10105011	42200	Operating Supplies
79.12	10105011	42200	Operating Supplies
50.00	10105011	42200	Operating Supplies
47.70	10105011	42200	Operating Supplies
50.00	10105011	42200	Operating Supplies
39.66	10105011	42200	Operating Supplies
51.32	10105013	42200	Operating Supplies
126.20	10105013	42200	Operating Supplies
163.58	10105013	42200	Operating Supplies
27.56	10105013	42200	Operating Supplies
71.22	10105013	42200	Operating Supplies
295.96	10105011	43200	Comms And Transportation
.99	21205058	43100	Professional Services
6.00	21205058	43100	Professional Services
143.50	21205058	43100	Professional Services
523.50	21205058	43200	Comms And Transportation
31.98	21205058	42200	Operating Supplies
11.28	21205058	42200	Operating Supplies
99.48	10103011	42200	Operating Supplies
35.00	10103011	43100	Professional Services
287.88	10103011	42200	Operating Supplies
6.69	10103011	42200	Operating Supplies
290.00	10103011	43200	Comms And Transportation
145.00	10103011	43200	Comms And Transportation
123.00	10103011	43100	Professional Services
14.02	10103011	42200	Operating Supplies
88.06	10103011	42200	Operating Supplies
75.78	10103011	42200	Operating Supplies
230.00	10103011	43200	Comms And Transportation
42.78	10103011	42200	Operating Supplies
45.64	10103011	42200	Operating Supplies
30.28	10103011	42200	Operating Supplies
27.24	10103011	42200	Operating Supplies
28.43	10103011	42200	Operating Supplies

CHECK 29598 TOTAL: 31,332.01

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29599 02/16/2023 MANL 2452 Regions Bank

67217	123CC-DPW	01/31/2023	
-91.43	10109013 42200	operating Supplies	
264.34	60609014 42200	operating Supplies	
923.50	10109013 42200	operating Supplies	
100.83	10109012 42200	operating Supplies	
513.28	10109012 42200	operating Supplies	
450.25	20109011 43100	Professional Services	
3,625.78	10109012 43100	Professional Services	
-6.60	10109012 42200	operating Supplies	
63.01	10109012 42200	operating Supplies	
1,754.66	20109011 42200	operating Supplies	
2,674.09	60609014 43500	Utility Services	
1,259.30	10109012 42200	operating Supplies	
549.00	10109012 43100	Professional Services	
204.40	10109013 43100	Professional Services	
127.90	10109012 42200	operating Supplies	
1,243.06	10109012 43100	Professional Services	
211.76	10109012 43100	Professional Services	
297.00	10109012 43100	Professional Services	
332.07	10109012 43100	Professional Services	
317.81	10109012 43100	Professional Services	
1,706.01	10109012 43100	Professional Services	
65.98	10109012 42200	operating Supplies	
128.37	20109011 42200	operating Supplies	
508.25	10109012 42200	operating Supplies	
616.99	10109012 42200	operating Supplies	
471.75	20109011 42200	operating Supplies	
1,210.37	10109012 42200	operating Supplies	
404.01	10109012 42200	operating Supplies	
751.20	10109013 42200	operating Supplies	
53.94	10109013 42200	operating Supplies	
-1,210.37	10109012 42200	operating Supplies	
72.44	10109013 42200	operating Supplies	
139.61	10109012 42200	operating Supplies	
224.94	10109012 42200	operating Supplies	
727.24	10109012 42200	operating Supplies	
300.00	60609014 43200	Comms And Transportation	
344.55	60609014 42200	operating Supplies	

21,329.29

CHECK 29599 TOTAL: 21,329.29

29600 02/16/2023 MANL 2452 Regions Bank

67223	123CC-Recreation	01/31/2023	
10.69	10107010 43100	Professional Services	
370.00	10107010 43100	Professional Services	
203.64	10107010 42200	operating Supplies	
3.00	10107010 43100	Professional Services	
343.37	10107010 42200	operating Supplies	
206.00	10107010 43100	Professional Services	
24.84	10107010 42200	operating Supplies	
3,700.00	10107010 43200	Comms And Transportation	

18,286.06

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250.00	10107010	43100	Professional Services
183.28	10107010	43100	Professional Services
5,118.35	10107010	42200	operating Supplies
898.00	10107010	42200	operating Supplies
40.00	10107010	43100	Professional Services
23.52	10107010	42200	operating Supplies
230.54	10107010	42200	operating Supplies
395.00	10107010	43100	Professional Services
15.99	10107010	43100	Professional Services
-611.60	10107010	42200	operating Supplies
331.70	10107010	42200	operating Supplies
395.90	10107010	42200	operating Supplies
395.00	10107010	43100	Professional Services
936.00	10107010	43100	Professional Services
839.00	10107010	43100	Professional Services
1,798.00	10107010	43100	Professional Services
14.47	10107010	42200	operating Supplies
80.00	10107010	42200	operating Supplies
294.39	10107010	42200	operating Supplies
105.93	10107010	43100	Professional Services
115.27	10107010	42200	operating Supplies
8.81	10107010	42200	operating Supplies
7.07	10107010	42200	operating Supplies
450.44	10107010	42200	operating Supplies
8.97	10107010	42200	operating Supplies
5.50	10107010	42200	operating Supplies
17.94	10107010	42200	operating Supplies
9.40	10107010	42200	operating Supplies
28.74	10107010	42200	operating Supplies
28.88	10107010	42200	operating Supplies
473.95	10107010	42200	operating Supplies
10.26	10107010	42200	operating Supplies
27.34	10107010	42200	operating Supplies
337.50	10107010	42200	operating Supplies
136.21	10107010	42200	operating Supplies
-52.50	10107010	42200	operating Supplies
67.90	10107010	42200	operating Supplies
9.37	10107010	42200	operating Supplies

CHECK 29600 TOTAL: 18,286.06

29601 02/16/2023 MANL 2452 Regions Bank

67212	123CC-Admin	01/31/2023	
167.70	10101015	42200	operating Supplies
110.00	10101015	43100	Professional Services
72.03	10101015	42200	operating Supplies
245.00	10101015	43100	Professional Services
17.12	10101011	42200	operating Supplies
1,822.32	10101016	43100	Professional Services
44.36	10101011	42200	operating Supplies
-17.12	10101011	42200	operating Supplies
77.69	10101011	42200	operating Supplies

11,855.65

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37.44	10101011	42200	Operating Supplies
20.10	10101011	42200	Operating Supplies
35.32	10101011	42200	Operating Supplies
105.86	10101011	42200	Operating Supplies
1,164.41	10101011	43100	Professional Services
69.11	10101011	43100	Professional Services
87.11	10101011	42200	Operating Supplies
16.04	10101011	43100	Professional Services
290.58	10101011	42200	Operating Supplies
40.65	10101011	42200	Operating Supplies
38.43	10101011	42200	Operating Supplies
58.37	10101011	42200	Operating Supplies
13.58	10101011	42200	Operating Supplies
69.16	10101011	42200	Operating Supplies
25.00	10101011	42200	Operating Supplies
16.04	10101017	42200	Operating Supplies
16.86	10101017	42200	Operating Supplies
15.95	10101016	43100	Professional Services
3.84	10101016	42200	Operating Supplies
10.67	10101017	42200	Operating Supplies
53.50	10101017	42200	Operating Supplies
-3.84	10101016	42200	Operating Supplies
9.30	10101017	42200	Operating Supplies
6.29	10101017	42200	Operating Supplies
350.00	10101011	43100	Professional Services
38.60	10101017	42200	Operating Supplies
156.00	10101017	43100	Professional Services
619.00	10101017	42200	Operating Supplies
29.99	10101017	42200	Operating Supplies
34.83	10101011	42200	Operating Supplies
62.03	10101011	42200	Operating Supplies
28.00	10101011	43100	Professional Services
43.18	10101011	42200	Operating Supplies
56.87	10101011	42200	Operating Supplies
73.66	10101011	42200	Operating Supplies
39.25	10101011	43200	Comms And Transportation
52.68	10101011	42200	Operating Supplies
38.99	10101011	43100	Professional Services
52.97	10101011	42200	Operating Supplies
43.43	10101011	42200	Operating Supplies
34.85	10101011	42200	Operating Supplies
46.80	10101011	42200	Operating Supplies
45.19	10101011	42200	Operating Supplies
5.56	10107010	42200	Operating Supplies
15.86	10107010	42200	Operating Supplies
1.99	10101016	43100	Professional Services
9.99	10101016	43100	Professional Services
22.46	10101016	43100	Professional Services
17.11	10101016	43100	Professional Services
9.99	10101016	43100	Professional Services
16.04	10101016	43100	Professional Services
7.99	10101016	43100	Professional Services

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					99.00	10101016	43100	Professional Services				
					392.26	10101016	43100	Professional Services				
					.99	10101016	43100	Professional Services				
					99.00	10101016	43100	Professional Services				
					96.00	10101016	43100	Professional Services				
					50.00	10101016	43100	Professional Services				
					8.00	10101016	43300	Printing And Advertising				
					299.62	10101016	43300	Printing And Advertising				
					70.00	10101016	43100	Professional Services				
					60.00	10101016	43100	Professional Services				
					2,100.00	10101016	43300	Printing And Advertising				
					179.00	10101016	43100	Professional Services				
					522.60	10101016	42200	Operating Supplies				
					-20.00	10101016	42200	Operating Supplies				
					35.00	10101016	43100	Professional Services				
					174.00	21703012	42200	Operating Supplies				
					19.00	21703012	42200	Operating Supplies				
					979.00	21703012	42200	operating Supplies				
								CHECK	29601	TOTAL:	11,855.65	
29602	02/16/2023	MANL	2452	Regions Bank	67213	123CC-Admin		01/31/2023	22201185		1,743.88	
					525.00	10101016	42200	operating Supplies				
					241.87	10101016	42200	Operating Supplies				
					44.41	10101016	42200	operating Supplies				
					25.78	10101016	42200	operating Supplies				
					21.88	10101016	42200	operating Supplies				
					28.87	10101016	42200	operating Supplies				
					576.56	10101016	42200	operating Supplies				
					61.48	10101016	42200	operating Supplies				
					136.17	10101016	42200	operating Supplies				
					40.03	10101016	42200	operating Supplies				
					27.42	10101016	42200	operating Supplies				
					14.41	10101016	42200	operating Supplies				
								CHECK	29602	TOTAL:	1,743.88	
29603	02/16/2023	MANL	2452	Regions Bank	67222	123CC-IT		01/31/2023			9,748.14	
					1,422.05	10106050	43100	Professional Services				
					30.00	10106050	43100	Professional Services				
					2,198.00	10106050	43200	Comms And Transportation				
					9.99	10106050	43100	Professional Services				
					420.53	10106050	42200	operating Supplies				
					55.33	10106050	42200	Operating Supplies				
					118.50	10106050	43100	Professional Services				
					391.29	10106050	43100	Professional Services				
					118.50	10106050	43100	Professional Services				
					288.45	10106050	43100	Professional Services				
					151.85	60606050	43100	Professional Services				
					179.90	21205058	43100	Professional Services				

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84.98	10106050	43100	Professional Services
210.00	10106050	43100	Professional Services
268.25	10106050	43100	Professional Services
84.98	10106050	43100	Professional Services
84.98	10106050	43100	Professional Services
84.98	10106050	43100	Professional Services
84.98	10106050	43100	Professional Services
84.98	10106050	43100	Professional Services
119.90	10106050	43100	Professional Services
213.79	10106050	43100	Professional Services
148.85	10106050	43100	Professional Services
179.85	10106050	43100	Professional Services
289.85	10106050	43100	Professional Services
84.90	10106050	43100	Professional Services
159.90	10106050	43100	Professional Services
257.60	10106050	43100	Professional Services
126.30	10106050	43100	Professional Services
597.50	10106050	43100	Professional Services
597.50	60606050	43100	Professional Services
286.85	10106050	43100	Professional Services
397.81	10106050	43100	Professional Services

CHECK 29603 TOTAL: 9,748.14

29604 02/16/2023 MANL 2452 Regions Bank

67221	123CC-Fleet	01/31/2023	
30.00	10106010	43100	Professional Services
15.00	60606010	43100	Professional Services
15.00	10106010	43100	Professional Services
30.00	10106010	43100	Professional Services
128.72	10106010	42200	Operating Supplies
499.00	10106010	43100	Professional Services
20.00	10106010	43100	Professional Services
658.00	10106010	42200	Operating Supplies
21.39	10106010	42200	Operating Supplies
2,699.95	10106010	43100	Professional Services
45.00	10106010	43100	Professional Services

CHECK 29604 TOTAL: 4,162.06

29605 02/16/2023 MANL 2452 Regions Bank

67215	123CC-Controller	01/31/2023	
23.55	10101013	42200	Operating Supplies
44.98	10101013	42200	Operating Supplies
74.72	10101013	42200	Operating Supplies
1,452.53	10101013	43100	Professional Services
484.18	60601013	43100	Professional Services
14.99	10101013	43100	Professional Services
1,067.00	10101013	43200	Comms And Transportation
14.99	10101013	43100	Professional Services
96.27	10101013	43100	Professional Services

3,273.21

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				CHECK		29605	TOTAL:	3,273.21
29606	02/16/2023	MANL	2452 Regions Bank	67216	123CC-Controller	01/31/2023	22201185	675.95
				52.73	62601013 43200		Comms And Transportation	
				491.79	62601013 43200		Comms And Transportation	
				20.68	62601013 43200		Comms And Transportation	
				2.00	62601013 43200		Comms And Transportation	
				19.97	62601013 43200		Comms And Transportation	
				11.59	62601013 43200		Comms And Transportation	
				8.48	62601013 43200		Comms And Transportation	
				42.00	62601013 43200		Comms And Transportation	
				23.21	62601013 43200		Comms And Transportation	
				3.50	62601013 43200		Comms And Transportation	
				CHECK		29606	TOTAL:	675.95
29607	02/16/2023	MANL	2452 Regions Bank	67224	123CC-Planning	01/31/2023		2,867.13
				25.00	10103012 43200		Comms And Transportation	
				50.00	10103012 43200		Comms And Transportation	
				126.00	10103012 43100		Professional Services	
				29.87	10103012 43300		Printing And Advertising	
				29.77	10103012 43300		Printing And Advertising	
				600.00				
					E 31223001 .OPER .			
					21703012 43100		Professional Services	
				1,500.00				
					E 31223001 .OPER .			
					21703012 43100		Professional Services	
				375.00				
					E 31223001 .OPER .			
					21703012 43100		Professional Services	
				25.67	10103012 43300		Printing And Advertising	
				14.37	10103012 43300		Printing And Advertising	
				14.37	10103012 43300		Printing And Advertising	
				14.37	10103012 43300		Printing And Advertising	
				2.02	10103012 42200		Operating Supplies	
				10.69	10103012 42200		Operating Supplies	
				50.00	10103012 43200		Comms And Transportation	
				CHECK		29607	TOTAL:	2,867.13
29608	02/16/2023	MANL	2452 Regions Bank	67218	123CC-EconDev	01/31/2023		2,822.26
				64.39	10101014 43100		Professional Services	
				5.80	10101014 43100		Professional Services	
				2,700.00	10101014 43100		Professional Services	
				27.07	10101014 42200		Operating Supplies	
				25.00	10101014 43100		Professional Services	

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						CHECK	29608	TOTAL:	2,822.26
29609	02/16/2023	MANL	2452 Regions Bank	67214	123CC-BSG	01/31/2023			1,680.00
				1,680.00	10101012 43200	Comms And Transportation			
						CHECK	29609	TOTAL:	1,680.00
29610	02/16/2023	MANL	2452 Regions Bank	67219	123CC-Engineering	01/31/2023			1,091.39
				47.82	20104010 42200	Operating Supplies			
				35.00	60604010 43100	Professional Services			
				35.00	60604010 43100	Professional Services			
				35.00	60604010 43100	Professional Services			
				35.00	62604010 43100	Professional Services			
				150.00	60604010 43100	Professional Services			
				150.00	20104010 43100	Professional Services			
				35.00	62604010 43100	Professional Services			
				260.00	60604010 43200	Comms And Transportation			
				18.03	20104010 42200	Operating Supplies			
				25.00	20104010 43100	Professional Services			
				55.27	20104010 43100	Professional Services			
				10.27	20104010 43100	Professional Services			
				100.00	60604010 43100	Professional Services			
				100.00	20104010 43100	Professional Services			
						CHECK	29610	TOTAL:	1,091.39
29611	02/17/2023	EFT	2753 Dominique Davis	67136	1033SL	01/27/2023	22200539	21723EP	87.50
				87.50					
					E 21221005 .PROFSE.				
					27055058 43100	Professional Services			
				67137	1035SL	02/08/2023	22200539	21723EP	175.00
				175.00					
					E 21221005 .PROFSE.				
					27055058 43100	Professional Services			
						CHECK	29611	TOTAL:	262.50
29612	02/17/2023	EFT	2055 MJ Insurance Inc	67206	377927	02/16/2023	22300119	21723EP	50,000.00
				35,652.17	10101011 43100	Professional Services			
				9,565.22	60601011 43100	Professional Services			
				4,782.61	62601011 43100	Professional Services			
						CHECK	29612	TOTAL:	50,000.00

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29613	02/17/2023	PRTD	1521 Indiana Gas Company	67208 800.00	0260060206155548823 10109012 43100	02/15/2023 22300021 21723EP Professional Services		800.00
						CHECK	29613 TOTAL:	800.00
29614	02/17/2023	PRTD	1521 Indiana Gas Company	67209 800.00	0260049171657114176 10109012 43100	02/15/2023 22300021 21723EP Professional Services		800.00
						CHECK	29614 TOTAL:	800.00
29615	02/17/2023	PRTD	1521 Indiana Gas Company	67226 800.00	0260025136251797620 10109012 43100	02/15/2023 22300021 21723EP Professional Services		800.00
						CHECK	29615 TOTAL:	800.00
29616	02/17/2023	PRTD	1521 Indiana Gas Company	67210 900.00	0260009286558141366 10109012 43100	02/15/2023 22300021 21723EP Professional Services		900.00
						CHECK	29616 TOTAL:	900.00
29617	02/17/2023	PRTD	1521 Indiana Gas Company	67211 1,000.00	0262127110557290250 10109012 43100	02/15/2023 22300021 21723EP Professional Services		1,000.00
						CHECK	29617 TOTAL:	1,000.00

NUMBER OF CHECKS 21 *** CASH ACCOUNT TOTAL *** 202,788.65

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	5	4,300.00
TOTAL MANUAL CHECKS	14	148,226.15
TOTAL EFT'S	2	50,262.50

*** GRAND TOTAL *** 202,788.65

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29618	02/21/2023	EFT	1574 Citizens Energy Grou	67401	2692830000	02/16/2023	22300079	22123EP	2,002.02
				2,002.02	62609014 43500	Utility Services			
						CHECK	29618	TOTAL:	2,002.02
29619	02/21/2023	EFT	1574 Citizens Energy Grou	67402	0919940000	02/16/2023	22200010	22123EP	228.84
				228.84	60609014 43500	Utility Services			
						CHECK	29619	TOTAL:	228.84
29620	02/21/2023	EFT	1574 Citizens Energy Grou	67405	1651147128	02/17/2023	22200010	22123EP	22.24
				22.24	60609014 43500	Utility Services			
						CHECK	29620	TOTAL:	22.24
29621	02/21/2023	EFT	1574 Citizens Energy Grou	67409	6841968857	02/17/2023	22200010	22123EP	22.24
				22.24	60609014 43500	Utility Services			
						CHECK	29621	TOTAL:	22.24
29622	02/21/2023	EFT	3097 Southeastern Indiana	66869	0000044802	11/01/2022	22201364	22123EP	881,751.58
				725,092.75	10101013 41300	Employee Benefits			
				81,481.99	60601013 41300	Employee Benefits			
				75,176.84	62601013 41300	Employee Benefits			
				66870	0000045356	12/01/2022	22201364	22123EP	885,930.38
				728,529.10	10101013 41300	Employee Benefits			
				81,868.16	60601013 41300	Employee Benefits			
				75,533.12	62601013 41300	Employee Benefits			
						CHECK	29622	TOTAL:	1,767,681.96
29623	02/21/2023	EFT	3350 SPF 15 Inc	67273	3/23 Rent	02/17/2023		22123EP	7,391.25
				7,391.25	43510000 43700	Rental Expense			
						CHECK	29623	TOTAL:	7,391.25
29624	02/21/2023	PRTD	364 Cinergy Corp	67374	1110861320	02/20/2023	22300137	22123EP	39,062.84
				39,062.84	10109012 43100	Professional Services			
						CHECK	29624	TOTAL:	39,062.84
29625	02/21/2023	PRTD	364 Cinergy Corp	67381	910122934878	02/20/2023	22300135	22123EP	46,959.44
				46,959.44	60609014 43500	Utility Services			

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	CHECK	29625	TOTAL:	46,959.44
NUMBER OF CHECKS	8	*** CASH ACCOUNT TOTAL ***		1,863,370.83
		COUNT	AMOUNT	
TOTAL PRINTED CHECKS		2	86,022.28	
TOTAL EFT'S		6	1,777,348.55	
		*** GRAND TOTAL ***		1,863,370.83

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29626	02/22/2023	MANL	1178	First American Title	67541	NCS-1165496-INDY	02/22/2023			4,906,389.00
				4,906,389.00	47140000	44920	Capital Expenses			

CHECK 29626 TOTAL: 4,906,389.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 4,906,389.00

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	4,906,389.00

*** GRAND TOTAL *** 4,906,389.00

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 CHECK NO CHK DATE TYPE VENDOR NAME

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29627	02/24/2023	EFT	1574	Citizens Energy Grou	67633	4753108926	01/31/2023	22201345	22423EP	31,216.36
					31,216.36	60609014 43500	Utility Services			

CHECK 29627 TOTAL: 31,216.36

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 31,216.36

	COUNT	AMOUNT
TOTAL EFT'S	1	31,216.36

*** GRAND TOTAL *** 31,216.36

12312022 December 2022 MetLife

Posted, PAID, Metropolitan Life Insurance Company

Journal Number: 678

Year / Period: 2023 / 2

[INVOICE](#) [PAYMENT](#) [INVOICE DETAILS](#) [WITHHOLDINGS](#)

General

Purchase Order
no data

Contract
no data

Department
Controller's Office

Voucher
67119

Amounts

Gross 28,147.70
Discount 0.00
Tax 0.00
Net 28,147.70
Payment 28,147.70

Dates

Invoice 12/31/2022
Due 02/14/2023
Discount *no data*
Received 12/31/2022

[INVOICE](#) [PAYMENT](#) [INVOICE DETAILS](#) [WITHHOLDINGS](#)

General

Payment Method
Direct Disbursement

Cash Account
99900000 10102

Check Number
20221231

Warrant
no data

Check Status
Printed

Check Date
02/14/2023

Clear Date
no data

Check Amount
\$28,147.70

Address

Metropolitan Life Insurance Company
PO Box 10261
Palatine, IL 60055-0261

[INVOICE](#) [PAYMENT](#) [INVOICE DETAILS](#) [WITHHOLDINGS](#)

Description	Line	Project Account	Org	Obj	Proj	1099 Code	Amount
+ December 2022 MetLife	1		80600000	29008			28,147.70

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29630	03/01/2023	EFT	439 American Structurepo	67160	158360	12/27/2022	22101074	22823	58,333.83
				47,366.15	37804010 44920	Capital Expenses			
				7,668.00	37804010 44920	Capital Expenses			
				3,299.68	37804010 44920	Capital Expenses			
						CHECK	29630	TOTAL:	58,333.83
29631	03/01/2023	EFT	439 American Structurepo	67681	160032	02/20/2023	22101175	22823	18,456.11
				18,456.11					
					E 40020003 .PE				
					27084010 44920	Capital Expenses			
						CHECK	29631	TOTAL:	18,456.11
29632	03/01/2023	EFT	1144 Barnes & Thornburg,	67319	3064661	02/16/2023	22300125	22823	3,000.00
				2,238.81	10101011 43100	Professional Services			
				600.00	60601011 43100	Professional Services			
				161.19	62601011 43100	Professional Services			
				67320	3064660	02/16/2023	22300125	22823	3,000.00
				2,238.81	10101011 43100	Professional Services			
				600.00	60601011 43100	Professional Services			
				161.19	62601011 43100	Professional Services			
				67447	3064182	02/23/2023	22300125	22823	7,500.00
				5,597.01	10101011 43100	Professional Services			
				1,500.00	60601011 43100	Professional Services			
				402.99	62601011 43100	Professional Services			
						CHECK	29632	TOTAL:	13,500.00
29633	03/01/2023	EFT	1144 Barnes & Thornburg,	67432	3043305	12/19/2022		22823	93.00
				93.00	37804010 44920	Capital Expenses			
						CHECK	29633	TOTAL:	93.00
29634	03/01/2023	EFT	737 Butler, Fairman & Se	67162	98748	12/20/2022	22300173	22823	76,972.50
				76,972.50					
					E 40022004 .PE				
					27074010 44200	Infrastructure			
						CHECK	29634	TOTAL:	76,972.50
29635	03/01/2023	EFT	737 Butler, Fairman & Se	67163	99174	01/25/2023	22300173	22823	25,913.75
				25,913.75					
					E 40022004 .PE				
					27074010 44200	Infrastructure			

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						CHECK	29635 TOTAL:	25,913.75
29636	03/01/2023	EFT	2435 CVK LLC	67279 3/23 Rent 35,675.81 47140000 43700	02/17/2023 Rental Expense	22823		35,675.81
					CHECK	29636 TOTAL:		35,675.81
29637	03/01/2023	EFT	2753 Dominique Davis	67578 1036s1 112.50 E 21221005 .PROFSE. 27055058 43100	02/17/2023 22200539 22823 Professional Services			112.50
					CHECK	29637 TOTAL:		112.50
29638	03/01/2023	EFT	1898 Duo Security Inc	67375 INV19271903 20,650.00 10106050 43100 1,205.00 60606050 43100 2,445.00 62606050 43100	02/09/2023 22300160 22823 Professional Services Professional Services Professional Services			24,300.00
					CHECK	29638 TOTAL:		24,300.00
29639	03/01/2023	EFT	2040 Evapar	67022 M11296 2,710.00 10109012 43100 67086 IN0569391 916.74 10109012 43100	01/24/2023 22300216 22823 Professional Services 12/29/2022 22823 Professional Services			2,710.00 916.74
					CHECK	29639 TOTAL:		3,626.74
29640	03/01/2023	EFT	2664 Exelon Corporation	67816 3691054 108.80 60609014 43500 6,565.53 60609014 43500 18,028.65 10109012 43100	02/22/2023 22200228 22823 Utility Services Utility Services Professional Services			24,702.98
					CHECK	29640 TOTAL:		24,702.98
29641	03/01/2023	EFT	1182 Fineline Graphics In	67243 135554 157.00 10101016 43300 102.72 10101016 43202 67248 135407 143.00 10101016 43300 39.84 10101016 43202 67348 136142	01/31/2023 22823 Printing And Advertising Postage 01/30/2023 22823 Printing And Advertising Postage 02/09/2023 22823			259.72 182.84 422.00

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR NAME
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Report generated: 03/01/2023 12:10
User: clarkc
Program ID: apcshdsb

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

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						CHECK	29649	TOTAL:	40,625.95
29650	03/01/2023	EFT	507 Sunbelt Rentals Inc	67197 815.60	131618046-0002 10109012 43100	11/09/2022 Professional Services	22823		815.60
						CHECK	29650	TOTAL:	815.60
29651	03/01/2023	EFT	580 United Consulting En	67118 3,400.00	22421-03 E 40022005 .PE 27084010 44200	12/14/2022 Infrastructure	22200958 22823		3,400.00
						CHECK	29651	TOTAL:	3,400.00
29652	03/01/2023	EFT	1871 UrbanEco Properties	67275 14,634.86	3/23 Rent 24601010 43100	02/17/2023 Professional Services	22823		14,634.86
						CHECK	29652	TOTAL:	14,634.86
29653	03/01/2023	EFT	2813 Visionary Cove LLC	67274 59,293.00	3/23 Rent 24601010 43100	02/17/2023 Professional Services	22823		59,293.00
						CHECK	29653	TOTAL:	59,293.00
29654	03/01/2023	EFT	1286 Wessler Engineering	67164 3,379.59	40636 37804010 44920	12/15/2022 Capital Expenses	22200288 22823		3,926.25
				546.66	37804010 44920	Capital Expenses			
						CHECK	29654	TOTAL:	3,926.25
29655	03/01/2023	PRTD	364 Cinergy Corp	67380 10.70	910125239535 20109011 43100	02/16/2023 Professional Services	22823		10.70
						CHECK	29655	TOTAL:	10.70
29656	03/01/2023	PRTD	364 Cinergy Corp	67382 14.72	910120321182 20109011 43100	02/10/2023 Professional Services	22823		14.72
						CHECK	29656	TOTAL:	14.72
29657	03/01/2023	PRTD	364 Cinergy Corp	67377 14.72	910120320248 20109011 43100	02/16/2023 Professional Services	22823		14.72

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							CHECK	29657 TOTAL:	14.72
29658	03/01/2023	PRTD	364	Cinergy Corp	67389 15.40	910136925951 20109011 43100	02/03/2023 Professional Services	22823	15.40
							CHECK	29658 TOTAL:	15.40
29659	03/01/2023	PRTD	364	Cinergy Corp	67535 100.00	910122935473 10109012 43100	02/22/2023 Professional Services	22300137 22823	100.00
							CHECK	29659 TOTAL:	100.00
29660	03/01/2023	PRTD	364	Cinergy Corp	67547 100.00	910120320248 20109011 43100	02/22/2023 Professional Services	22300257 22823	100.00
							CHECK	29660 TOTAL:	100.00
29661	03/01/2023	PRTD	364	Cinergy Corp	67549 100.00	910120321182 20109011 43100	02/22/2023 Professional Services	22300257 22823	100.00
							CHECK	29661 TOTAL:	100.00
29662	03/01/2023	PRTD	364	Cinergy Corp	67551 100.00	910125239535 20109011 43100	02/22/2023 Professional Services	22300257 22823	100.00
							CHECK	29662 TOTAL:	100.00
29663	03/01/2023	PRTD	364	Cinergy Corp	67439 100.00	910122932347 10109012 43100	02/21/2023 Professional Services	22300137 22823	100.00
							CHECK	29663 TOTAL:	100.00
29664	03/01/2023	PRTD	364	Cinergy Corp	67442 100.00	910123012689 10109012 43100	02/21/2023 Professional Services	22300137 22823	100.00
							CHECK	29664 TOTAL:	100.00
29665	03/01/2023	PRTD	364	Cinergy Corp	67472 100.00	910122648172 10109012 43100	02/21/2023 Professional Services	22300137 22823	100.00
							CHECK	29665 TOTAL:	100.00

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29666	03/01/2023	PRTD	364 Cinergy Corp	67474 100.00	910122819298 10109012 43100	02/21/2023 22300137 22823 Professional Services		100.00
						CHECK	29666 TOTAL:	100.00
29667	03/01/2023	PRTD	364 Cinergy Corp	67481 100.00	910122921196 10109012 43100	02/21/2023 22300137 22823 Professional Services		100.00
						CHECK	29667 TOTAL:	100.00
29668	03/01/2023	PRTD	364 Cinergy Corp	67494 100.00	910122967984 10109012 43100	02/21/2023 22300137 22823 Professional Services		100.00
						CHECK	29668 TOTAL:	100.00
29669	03/01/2023	PRTD	364 Cinergy Corp	67495 100.00	910122972163 10109012 43100	02/21/2023 22300137 22823 Professional Services		100.00
						CHECK	29669 TOTAL:	100.00
29670	03/01/2023	PRTD	364 Cinergy Corp	67509 100.00	910123104393 10109012 43100	02/21/2023 22300137 22823 Professional Services		100.00
						CHECK	29670 TOTAL:	100.00
29671	03/01/2023	PRTD	364 Cinergy Corp	67510 100.00	910123107536 10109012 43100	02/21/2023 22300137 22823 Professional Services		100.00
						CHECK	29671 TOTAL:	100.00
29672	03/01/2023	PRTD	364 Cinergy Corp	67516 100.00	910123114808 10109012 43100	02/21/2023 22300137 22823 Professional Services		100.00
						CHECK	29672 TOTAL:	100.00
29673	03/01/2023	PRTD	364 Cinergy Corp	67521 100.00	910123137524 10109012 43100	02/21/2023 22300137 22823 Professional Services		100.00
						CHECK	29673 TOTAL:	100.00
29674	03/01/2023	PRTD	364 Cinergy Corp	67524 100.00	910123146525 10109012 43100	02/21/2023 22300137 22823 Professional Services		100.00

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 CASH ACCOUNT: 99900000 10100 APCash
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							CHECK	29674	TOTAL:	100.00
29675	03/01/2023	PRTD	364	Cinergy Corp	67388 109.39	910130397111 20109011 43100	02/03/2023 Professional Services	22823		109.39
							CHECK	29675	TOTAL:	109.39
29676	03/01/2023	PRTD	364	Cinergy Corp	67393 197.90	910138704908 20109011 43100	02/03/2023 Professional Services	22823		197.90
							CHECK	29676	TOTAL:	197.90
29677	03/01/2023	PRTD	364	Cinergy Corp	67559 200.00	910136925951 20109011 43100	02/22/2023 Professional Services	22300257 22823		200.00
							CHECK	29677	TOTAL:	200.00
29678	03/01/2023	PRTD	364	Cinergy Corp	67533 200.00	910123166157 10109012 43100	02/21/2023 Professional Services	22300137 22823		200.00
							CHECK	29678	TOTAL:	200.00
29679	03/01/2023	PRTD	364	Cinergy Corp	67496 200.00	910122973007 10109012 43100	02/21/2023 Professional Services	22300137 22823		200.00
							CHECK	29679	TOTAL:	200.00
29680	03/01/2023	PRTD	364	Cinergy Corp	67499 200.00	910122990397 10109012 43100	02/21/2023 Professional Services	22300137 22823		200.00
							CHECK	29680	TOTAL:	200.00
29681	03/01/2023	PRTD	364	Cinergy Corp	67500 200.00	910123011555 10109012 43100	02/21/2023 Professional Services	22300137 22823		200.00
							CHECK	29681	TOTAL:	200.00
29682	03/01/2023	PRTD	364	Cinergy Corp	67493 200.00	910122946864 10109012 43100	02/21/2023 Professional Services	22300137 22823		200.00
							CHECK	29682	TOTAL:	200.00

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29683	03/01/2023	PRTD	364	Cinergy Corp	67523 200.00	910123146088 10109012 43100	02/21/2023 22300137 22823 Professional Services		200.00
							CHECK 29683 TOTAL:		200.00
29684	03/01/2023	PRTD	364	Cinergy Corp	67515 200.00	910123109637 10109012 43100	02/21/2023 22300137 22823 Professional Services		200.00
							CHECK 29684 TOTAL:		200.00
29685	03/01/2023	PRTD	364	Cinergy Corp	67503 200.00	910123034031 10109012 43100	02/21/2023 22300137 22823 Professional Services		200.00
							CHECK 29685 TOTAL:		200.00
29686	03/01/2023	PRTD	364	Cinergy Corp	67386 229.29	910120320173 20109011 43100	02/03/2023 22823 Professional Services		229.29
							CHECK 29686 TOTAL:		229.29
29687	03/01/2023	PRTD	364	Cinergy Corp	67385 265.54	910130396962 20109011 43100	02/10/2023 22823 Professional Services		265.54
							CHECK 29687 TOTAL:		265.54
29688	03/01/2023	PRTD	364	Cinergy Corp	67384 271.90	910125861028 20109011 43100	02/10/2023 22823 Professional Services		271.90
							CHECK 29688 TOTAL:		271.90
29689	03/01/2023	PRTD	364	Cinergy Corp	67379 272.75	910120321116 20109011 43100	02/16/2023 22823 Professional Services		272.75
							CHECK 29689 TOTAL:		272.75
29690	03/01/2023	PRTD	364	Cinergy Corp	67387 375.03	910124569255 20109011 43100	02/03/2023 22823 Professional Services		375.03
							CHECK 29690 TOTAL:		375.03
29691	03/01/2023	PRTD	364	Cinergy Corp	67392 380.91	910138586265 20109011 43100	02/03/2023 22823 Professional Services		380.91

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							CHECK	29691	TOTAL:	380.91
29692	03/01/2023	PRTD	364	Cinergy Corp	67557 500.00	910130397111 20109011 43100	02/22/2023	22300257	22823 Professional Services	500.00
							CHECK	29692	TOTAL:	500.00
29693	03/01/2023	PRTD	364	Cinergy Corp	67438 500.00	910122927621 10109012 43100	02/21/2023	22300137	22823 Professional Services	500.00
							CHECK	29693	TOTAL:	500.00
29694	03/01/2023	PRTD	364	Cinergy Corp	67560 600.00	910138586265 20109011 43100	02/22/2023	22300257	22823 Professional Services	600.00
							CHECK	29694	TOTAL:	600.00
29695	03/01/2023	PRTD	364	Cinergy Corp	67561 600.00	910138704908 20109011 43100	02/22/2023	22300257	22823 Professional Services	600.00
							CHECK	29695	TOTAL:	600.00
29696	03/01/2023	PRTD	364	Cinergy Corp	67553 800.00	910125861028 20109011 43100	02/22/2023	22300257	22823 Professional Services	800.00
							CHECK	29696	TOTAL:	800.00
29697	03/01/2023	PRTD	364	Cinergy Corp	67554 800.00	910130396962 20109011 43100	02/22/2023	22300257	22823 Professional Services	800.00
							CHECK	29697	TOTAL:	800.00
29698	03/01/2023	PRTD	364	Cinergy Corp	67548 800.00	910120321116 20109011 43100	02/22/2023	22300257	22823 Professional Services	800.00
							CHECK	29698	TOTAL:	800.00
29699	03/01/2023	PRTD	364	Cinergy Corp	67545 800.00	910120320173 20109011 43100	02/22/2023	22300257	22823 Professional Services	800.00
							CHECK	29699	TOTAL:	800.00

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29700	03/01/2023	PRTD	364	Cinergy Corp	67532	910123162971	02/21/2023	22300137	22823	1,000.00
					1,000.00	10109012 43100	Professional Services			
							CHECK	29700	TOTAL:	1,000.00
29701	03/01/2023	PRTD	364	Cinergy Corp	67550	910124569255	02/22/2023	22300257	22823	1,000.00
					1,000.00	20109011 43100	Professional Services			
							CHECK	29701	TOTAL:	1,000.00
29702	03/01/2023	PRTD	364	Cinergy Corp	67480	910122920575	02/21/2023	22300137	22823	1,000.00
					1,000.00	10109012 43100	Professional Services			
							CHECK	29702	TOTAL:	1,000.00
29703	03/01/2023	PRTD	364	Cinergy Corp	67520	910123136557	02/21/2023	22300137	22823	1,000.00
					1,000.00	10109012 43100	Professional Services			
							CHECK	29703	TOTAL:	1,000.00
29704	03/01/2023	PRTD	364	Cinergy Corp	67473	910122769849	02/21/2023	22300137	22823	1,200.00
					1,200.00	10109012 43100	Professional Services			
							CHECK	29704	TOTAL:	1,200.00
29705	03/01/2023	PRTD	364	Cinergy Corp	67446	910123088556	02/21/2023	22300137	22823	1,200.00
					1,200.00	10109012 43100	Professional Services			
							CHECK	29705	TOTAL:	1,200.00
29706	03/01/2023	PRTD	364	Cinergy Corp	67534	910123182248	02/21/2023	22300137	22823	1,500.00
					1,500.00	10109012 43100	Professional Services			
							CHECK	29706	TOTAL:	1,500.00
29707	03/01/2023	PRTD	364	Cinergy Corp	67517	910123119556	02/21/2023	22300137	22823	1,500.00
					1,500.00	10109012 43100	Professional Services			
							CHECK	29707	TOTAL:	1,500.00
29708	03/01/2023	PRTD	364	Cinergy Corp	67506	910123037000	02/21/2023	22300137	22823	2,000.00
					2,000.00	10109012 43100	Professional Services			

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							CHECK	29708	TOTAL:	2,000.00
29709	03/01/2023	PRTD	364	Cinergy Corp	67530	910123156501		02/21/2023	22300137 22823	2,000.00
					2,000.00	10109012 43100			Professional Services	
							CHECK	29709	TOTAL:	2,000.00
29710	03/01/2023	PRTD	364	Cinergy Corp	67531	910123156569		02/21/2023	22300137 22823	2,000.00
					2,000.00	10109012 43100			Professional Services	
							CHECK	29710	TOTAL:	2,000.00
29711	03/01/2023	PRTD	364	Cinergy Corp	67526	910123155716		02/21/2023	22300137 22823	3,000.00
					3,000.00	10109012 43100			Professional Services	
							CHECK	29711	TOTAL:	3,000.00
29712	03/01/2023	PRTD	364	Cinergy Corp	67443	910123018198		02/21/2023	22300137 22823	3,000.00
					3,000.00	10109012 43100			Professional Services	
							CHECK	29712	TOTAL:	3,000.00
29713	03/01/2023	PRTD	364	Cinergy Corp	67501	910123018635		02/21/2023	22300137 22823	4,000.00
					4,000.00	10109012 43100			Professional Services	
							CHECK	29713	TOTAL:	4,000.00
29714	03/01/2023	PRTD	364	Cinergy Corp	67497	910122974454		02/21/2023	22300137 22823	4,000.00
					4,000.00	10109012 43100			Professional Services	
							CHECK	29714	TOTAL:	4,000.00
29715	03/01/2023	PRTD	364	Cinergy Corp	67498	910122983744		02/21/2023	22300137 22823	4,000.00
					4,000.00	10109012 43100			Professional Services	
							CHECK	29715	TOTAL:	4,000.00
29716	03/01/2023	PRTD	364	Cinergy Corp	67437	910122884263		02/21/2023	22300137 22823	4,000.00
					4,000.00	10109012 43100			Professional Services	
							CHECK	29716	TOTAL:	4,000.00

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29717	03/01/2023	PRTD	364	Cinergy Corp	67518	910123120278	02/21/2023	22300137	22823	4,000.00
					4,000.00	10109012 43100				
									Professional Services	
							CHECK	29717	TOTAL:	4,000.00
29718	03/01/2023	PRTD	364	Cinergy Corp	67441	910122992414	02/21/2023	22300137	22823	5,000.00
					5,000.00	10109012 43100				
									Professional Services	
							CHECK	29718	TOTAL:	5,000.00
29719	03/01/2023	PRTD	364	Cinergy Corp	67475	910122896530	02/21/2023	22300137	22823	5,000.00
					5,000.00	10109012 43100				
									Professional Services	
							CHECK	29719	TOTAL:	5,000.00
29720	03/01/2023	PRTD	364	Cinergy Corp	67479	910122919085	02/21/2023	22300137	22823	6,000.00
					6,000.00	10109012 43100				
									Professional Services	
							CHECK	29720	TOTAL:	6,000.00
29721	03/01/2023	PRTD	364	Cinergy Corp	67483	910122929079	02/21/2023	22300137	22823	6,000.00
					6,000.00	10109012 43100				
									Professional Services	
							CHECK	29721	TOTAL:	6,000.00
29722	03/01/2023	PRTD	364	Cinergy Corp	67536	910122979029	02/22/2023	22300137	22823	8,000.00
					8,000.00	10109012 43100				
									Professional Services	
							CHECK	29722	TOTAL:	8,000.00
29723	03/01/2023	PRTD	364	Cinergy Corp	67507	910123037373	02/21/2023	22300137	22823	8,000.00
					8,000.00	10109012 43100				
									Professional Services	
							CHECK	29723	TOTAL:	8,000.00
29724	03/01/2023	PRTD	364	Cinergy Corp	67477	910122897911	02/21/2023	22300137	22823	10,000.00
					10,000.00	10109012 43100				
									Professional Services	
							CHECK	29724	TOTAL:	10,000.00
29725	03/01/2023	PRTD	364	Cinergy Corp	67444	910123068362	02/21/2023	22300137	22823	10,000.00
					10,000.00	10109012 43100				
									Professional Services	

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							CHECK	29725	TOTAL:	10,000.00
29726	03/01/2023	PRTD	364 Cinergy Corp	67482 12,000.00	910122926901 10109012 43100	02/21/2023 22300137 22823 Professional Services				12,000.00
							CHECK	29726	TOTAL:	12,000.00
29727	03/01/2023	PRTD	364 Cinergy Corp	67504 12,000.00	910123034528 10109012 43100	02/21/2023 22300137 22823 Professional Services				12,000.00
							CHECK	29727	TOTAL:	12,000.00
29728	03/01/2023	PRTD	364 Cinergy Corp	67508 15,000.00	910123073012 10109012 43100	02/21/2023 22300137 22823 Professional Services				15,000.00
							CHECK	29728	TOTAL:	15,000.00
29729	03/01/2023	PRTD	364 Cinergy Corp	67502 15,000.00	910123020704 10109012 43100	02/21/2023 22300137 22823 Professional Services				15,000.00
							CHECK	29729	TOTAL:	15,000.00
29730	03/01/2023	PRTD	364 Cinergy Corp	67426 15,000.00	930000026691 60609014 43500	02/21/2023 22300135 22823 Utility Services				15,000.00
							CHECK	29730	TOTAL:	15,000.00
29731	03/01/2023	PRTD	364 Cinergy Corp	67429 22,000.00	930000026930 60609014 43500	02/21/2023 22300135 22823 Utility Services				22,000.00
							CHECK	29731	TOTAL:	22,000.00
29732	03/01/2023	PRTD	364 Cinergy Corp	67810 26,942.70	930000025377 20109011 43100	02/27/2023 22300257 22823 Professional Services				26,942.70
							CHECK	29732	TOTAL:	26,942.70
29733	03/01/2023	PRTD	406 Indiana State Treasu	67125 40.00	23ISDT-0215 10108015 43200	01/04/2023 22823 Comms And Transportation				40.00
				67127 40.00	23ISDT-0214 10108015 43200	01/04/2023 22823 Comms And Transportation				40.00
				67128	23ISDT-0216	01/04/2023 22823				40.00

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					40.00	10108015	43200	Comms And Transportation			
								CHECK	29733	TOTAL:	120.00
29734	03/01/2023	PRTD	327 Nelson Alarm Inc.	67395	23012713			01/20/2023	22823		856.48
				856.48	10106050	43100		Professional Services			
				67448	22120259A			12/01/2022	22823		193.00
				150.00	21205058	43100		Professional Services			
				43.00	10106050	43100		Professional Services			
								CHECK	29734	TOTAL:	1,049.48
29735	03/01/2023	PRTD	2766 TKG StorageMart Part	67491	3122 3.1.23-2.29.24			02/22/2023	22823		2,152.80
				2,152.80	10109012	43100		Professional Services			
								CHECK	29735	TOTAL:	2,152.80
29736	03/01/2023	PRTD	2766 TKG StorageMart Part	67490	4013 3.1.23-2.29.24			02/22/2023	22823		2,473.20
				2,473.20	10109012	43100		Professional Services			
								CHECK	29736	TOTAL:	2,473.20
29737	03/01/2023	PRTD	2766 TKG StorageMart Part	67486	3134 3.1.23-2.29.24			02/22/2023	22823		2,985.60
				2,985.60	10109012	43100		Professional Services			
								CHECK	29737	TOTAL:	2,985.60
29738	03/01/2023	PRTD	2766 TKG StorageMart Part	67487	3135 3.1.23-2.29.24			02/22/2023	22823		2,985.60
				2,985.60	10109012	43100		Professional Services			
								CHECK	29738	TOTAL:	2,985.60
29739	03/01/2023	PRTD	2766 TKG StorageMart Part	67488	3136 3.1.23-2.29.24			02/22/2023	22823		2,985.60
				2,985.60	10109012	43100		Professional Services			
								CHECK	29739	TOTAL:	2,985.60
29740	03/01/2023	PRTD	2766 TKG StorageMart Part	67489	3137 3.1.23-2.29.24			02/22/2023	22823		2,985.60
				2,985.60	10109012	43100		Professional Services			
								CHECK	29740	TOTAL:	2,985.60

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29741	03/01/2023	PRTD	2766	TKG StorageMart Part	67485	3133	3.1.23-2.29.24	02/22/2023	22823	2,998.80
					2,998.80	10109012	43100	Professional Services		

CHECK 29741 TOTAL: 2,998.80

NUMBER OF CHECKS 112 *** CASH ACCOUNT TOTAL *** 1,072,497.74

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	87	249,037.63
TOTAL EFT'S	25	823,460.11

*** GRAND TOTAL *** 1,072,497.74

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29742	03/06/2023	MANL	1178 First American Title	67955 3,550.00	NCS-1142815A-CHI2 10101011 44920	03/06/2023 Capital Expenses		3,550.00
						CHECK	29742 TOTAL:	3,550.00
29743	03/07/2023	EFT	621 Best Way of Indiana	67887 700.32	078853 62609014 43151	03/01/2023 22200640 3723EP Sludge Removal		700.32
				67888 46,111.00	078846 60609014 43151	03/01/2023 22201336 3723EP Sludge Removal		46,111.00
						CHECK	29743 TOTAL:	46,811.32
29744	03/07/2023	EFT	1574 Citizens Energy Group	67973 60.64	7946473576 60609014 43500	02/21/2023 Utility Services	3723EP	60.64
						CHECK	29744 TOTAL:	60.64
29745	03/07/2023	EFT	1574 Citizens Energy Group	68062 1,819.00	7946473576 37804010 44920	01/18/2023 Capital Expenses	3723EP	1,819.00
						CHECK	29745 TOTAL:	1,819.00
29746	03/07/2023	EFT	2753 Dominique Davis	67921 150.00	1037s1 E 21221005 .PROFSE. 27055058 43100	02/24/2023 22200539 3723EP Professional Services		150.00
						CHECK	29746 TOTAL:	150.00
29747	03/07/2023	EFT	2393 Indianapolis Airport	67971 4,880.18	23217591 27070000 43100	03/01/2023 Professional Services	3723EP	4,880.18
						CHECK	29747 TOTAL:	4,880.18
29748	03/07/2023	EFT	2055 MJ Insurance Inc	67876 14,680.00 .00 .00	378317 10101011 43100 60601011 43100 62601011 43100	03/02/2023 22300119 3723EP Professional Services Professional Services Professional Services		14,680.00
						CHECK	29748 TOTAL:	14,680.00
29749	03/07/2023	EFT	805 Republic Services of	67938 3,943.17	0761-005915934 10109012 43100	02/25/2023 22300022 3723EP Professional Services		3,943.17

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						CHECK	29749	TOTAL:	3,943.17
29750	03/07/2023	EFT	645 WEX Bank	67861	87668055	02/28/2023	3723EP		1,374.51
				1,250.86	10106010 42221	Fuel			
				123.65	20106010 42221	Fuel			
						CHECK	29750	TOTAL:	1,374.51
29751	03/07/2023	PRTD	1521 Indiana Gas Company	68068	0260057493154555067	03/06/2023	22300048 3723EP		3,040.13
				3,040.13	60609014 43500	Utility Services			
						CHECK	29751	TOTAL:	3,040.13
				NUMBER OF CHECKS	10	*** CASH ACCOUNT TOTAL ***			80,308.95
						COUNT	AMOUNT		
				TOTAL PRINTED CHECKS		1	3,040.13		
				TOTAL MANUAL CHECKS		1	3,550.00		
				TOTAL EFT'S		8	73,718.82		
						*** GRAND TOTAL ***			80,308.95

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CASH ACCOUNT: 99900000 10102				FIB Payroll Account							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET		
1312023	03/08/2023	MANL	231 Metropolitan Life In	68159	01312023	01/31/2023			43,652.43		
						CHECK	1312023	TOTAL:	43,652.43		
					NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***			43,652.43	
						COUNT	AMOUNT				
						TOTAL MANUAL CHECKS	1	43,652.43			
						*** GRAND TOTAL ***			43,652.43		

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
283	3M Company		0000	22300281	EFT	03/24/2023	9421449196		64724	67904	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 42200		MVHPWStr	OPERSUP		2,197.84				
								2,197.84			
							CHECK TOTAL	2,197.84			
68	A&F Engineering Co LL		0000	22000271	EFT	03/31/2023	17984		64858	68060	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	27084010 44920		RIFEng	CAPEXP		18,583.08				
	2	27084010 44920		RIFEng	CAPEXP		5,585.42				
								24,168.50			
							CHECK TOTAL	24,168.50			
68	A&F Engineering Co LL		0000	22101177	EFT	03/31/2023	17980		64859	68061	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	27084010 44920		RIFEng	CAPEXP		1,166.00				
								1,166.00			
							CHECK TOTAL	1,166.00			
62	Accent Coatings LLC		0000	22300309	EFT	04/06/2023	3474		64986	68190	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks	PROSERVICE		4,150.00				
								4,150.00			
							CHECK TOTAL	4,150.00			
124	Airgas, Inc.		0000		EFT	03/01/2023	9134506933		63825	66971	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43100		GenEMS	PROSERVICE		41.10				
								41.10			
124	Airgas, Inc.		0000		EFT	03/08/2023	9134731004		63939	67088	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43100		GenEMS	PROSERVICE		64.33				
								64.33			
124	Airgas, Inc.		0000		EFT	03/08/2023	9134731315		63940	67089	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43100		GenEMS	PROSERVICE		49.97				
								49.97			
							CHECK TOTAL	155.40			

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
629	Alfa Laval, Inc	0000		EFT	12/08/2022	283759181		64274	67434	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			868.00				
							868.00			
629	Alfa Laval, Inc	0000	22300253	EFT	10/13/2022	283757297		64367	67528	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			4,700.00				
							4,700.00			
						CHECK TOTAL	5,568.00			
1110	Allied-Ott Petroleum	0000		EFT	02/15/2023	6793		64345	67505	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet PROSERVICE			100.00				
							100.00			
						CHECK TOTAL	100.00			
2603	Almost Home Kennel LL	0000		EFT	03/14/2023	33502		64622	67797	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 43100		GenPatrol PROSERVICE			105.00				
							105.00			
2603	Almost Home Kennel LL	0000		EFT	03/23/2023	33528		64624	67799	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 43100		GenPatrol PROSERVICE			35.00				
							35.00			
						CHECK TOTAL	140.00			
3695	ALRAWI, SAIEB	0000		INV	03/14/2023	64487		64487	67655	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew USERFEES			29.90				
							29.90			
						CHECK TOTAL	29.90			
3703	Alyson Atlas	0000		INV	03/14/2023	64495		64495	67663	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew USERFEES			92.94				
							92.94			
						CHECK TOTAL	92.94			

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WARRANT: 31423 03/10/2023
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
90	Amazon Web Services L	0000	22201112	EFT	04/01/2023	1269241185		64801	67982	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,641.13				
							3,641.13			
						CHECK TOTAL	3,641.13			
808	Amazon.com LLC	0000	22200856	EFT	03/09/2023	11TR-YGDC-61CQ		63806	66951	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		35.30				
							35.30			
808	Amazon.com LLC	0000		EFT	03/08/2023	1RCY-YWRL-3NFK		63832	66979	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		189.90				
							189.90			
808	Amazon.com LLC	0000		EFT	03/07/2023	1YV6-L6V6-KNXM		63833	66980	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuid	OPERSUP		27.24				
							27.24			
808	Amazon.com LLC	0000		EFT	03/08/2023	1H9X-7MRP-PV4R		63867	67015	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP		108.16				
							108.16			
808	Amazon.com LLC	0000		EFT	03/10/2023	1GC3-D37Y-4H4H		63869	67017	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP		13.99				
							13.99			
808	Amazon.com LLC	0000		EFT	03/12/2023	1HGP-NC6Q-GLTR		63911	67059	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		23.92				
							23.92			
808	Amazon.com LLC	0000		EFT	03/14/2023	16JW-RV3X-NWGT		63918	67066	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		64.10				
							64.10			
808	Amazon.com LLC	0000		EFT	03/14/2023	1MY4-CQKW-R7P7		63941	67090	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		61.86				

Report generated: 03/10/2023 11:57:28
 User: Carrie Clark (clarkc)
 Program ID: apwarrnt

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash					AMOUNT	DOCUMENT	VOUCHER	CHECK
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE				
808	Amazon.com LLC	0000		EFT	03/13/2023	1WNJ-X99D-JYGY	61.86	63942	67091	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105016 42200		GenExAff	OPERSUP		54.00				
808	Amazon.com LLC	0000		EFT	03/11/2023	1K91-GVQY-CKHC	54.00	63958	67107	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		46.78				
808	Amazon.com LLC	0000		EFT	03/08/2023	1N43-C1FF-MVfy	46.78	63959	67108	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		125.00				
808	Amazon.com LLC	0000		EFT	03/08/2023	1R74-M3XM-36CH	125.00	63961	67110	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		47.48				
808	Amazon.com LLC	0000		EFT	03/15/2023	1H39-CFGJ-1YHJ	47.48	63962	67111	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		160.89				
808	Amazon.com LLC	0000		EFT	03/15/2023	1C3G-DV9H-1NTT	160.89	64010	67161	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP		27.99				
808	Amazon.com LLC	0000		EFT	03/16/2023	19L1-G3M3-3XGW	27.99	64030	67182	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		41.27				
808	Amazon.com LLC	0000		EFT	03/10/2023	1D1R-VMTY-46MM	41.27	64045	67198	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		219.78				
808	Amazon.com LLC	0000		EFT	03/14/2023	1T6P-YYQJ-QLGQ	219.78	64046	67199	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		16.99				
							16.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	03/13/2023	1TW6-PMFH-LRTR		64047	67200		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		304.58	304.58				
808	Amazon.com LLC	0000		EFT	03/11/2023	1LGH-W4JT-CRHN		64089	67230		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 42200		GenPR	OPERSUP		25.14	25.14				
808	Amazon.com LLC	0000		EFT	03/18/2023	1CXN-7PQ1-G6TD		64104	67258		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSprpt	OPERSUP		74.97	74.97				
808	Amazon.com LLC	0000		EFT	03/18/2023	1PKC-F7X9-DXD3		64105	67259		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 42200		GenInvstgt	OPERSUP		130.24	130.24				
808	Amazon.com LLC	0000	22200757	EFT	03/01/2023	1PLP-D69V-66JD		64196	67352		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		160.28					
	2 60606050 42200		SewIT	OPERSUP		64.11					
	3 62606050 42200		SWIT	OPERSUP		32.06	256.45				
808	Amazon.com LLC	0000	22200757	EFT	03/02/2023	1PRK-T7XT-7D19		64198	67354		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 42200		GenIT	OPERSUP		194.25					
	2 60606050 42200		SewIT	OPERSUP		77.70					
	3 62606050 42200		SWIT	OPERSUP		38.85	310.80				
808	Amazon.com LLC	0000		EFT	03/22/2023	1TXY-G76D-NHPV		64323	67484		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 42200		GenContr	OPERSUP		76.19	76.19				
808	Amazon.com LLC	0000		EFT	03/16/2023	1RYQ-J1C1-1GQF		64351	67512		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		12.29	12.29				

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Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC		0000		EFT	03/23/2023	1N37-1RVP-16RF		64383	67544	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108012 42200		GenPatrol	OPERSUP		264.96	264.96			
808	Amazon.com LLC		0000		EFT	03/19/2023	1P6P-C1R1-9C4L		64391	67552	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108013 42200		GenInvstgt	OPERSUP		263.27	263.27			
808	Amazon.com LLC		0000		EFT	03/19/2023	1GT9-C4G4-93RG		64394	67555	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108013 42200		GenInvstgt	OPERSUP		-16.28	-16.28			
808	Amazon.com LLC		0000		EFT	03/21/2023	1GR1-X17N-HD16		64395	67556	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 42200		GenPDSpprt	OPERSUP		12.78	12.78			
808	Amazon.com LLC		0000		EFT	03/23/2023	16NY-7RYG-1QQ3		64397	67558	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108013 42200		GenInvstgt	OPERSUP		16.28	16.28			
808	Amazon.com LLC		0000		EFT	03/17/2023	1CDR-4T94-CQWY		64401	67563	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP		13.65	13.65			
808	Amazon.com LLC		0000		EFT	03/18/2023	1LCC-TT6R-37RK		64402	67564	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP		59.54	59.54			
808	Amazon.com LLC		0000		EFT	03/16/2023	1LKW-9VVX-6KDF		64403	67565	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP		271.74	271.74			
808	Amazon.com LLC		0000		EFT	03/21/2023	1NTC-GKLV-JLPJ		64405	67567	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP		34.82	34.82			

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Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	03/23/2023	17KY-4RMJ-14PT		64406	67568	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		372.56	372.56			
808	Amazon.com LLC	0000		EFT	03/18/2023	134M-NNMJ-3G7V		64407	67569	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		18.99	18.99			
808	Amazon.com LLC	0000		EFT	03/23/2023	1763-1MWX-1L6J		64408	67570	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		106.35	106.35			
808	Amazon.com LLC	0000		EFT	03/17/2023	1H9R-RN6F-7RR3		64423	67585	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		9.99	9.99			
808	Amazon.com LLC	0000		EFT	03/24/2023	1W6F-74M9-1WW3		64424	67586	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		70.05	70.05			
808	Amazon.com LLC	0000		EFT	03/24/2023	1DHH-XXVN-7CHX		64428	67592	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 42200		GenPZ	OPERSUP		27.00	27.00			
808	Amazon.com LLC	0000		EFT	03/16/2023	1D1N-DY6K-39XN		64429	67587	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		18.39	18.39			
808	Amazon.com LLC	0000		EFT	03/22/2023	1G7N-VCC4-MY4T		64431	67594	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		61.03	61.03			
808	Amazon.com LLC	0000		EFT	03/22/2023	1GR1-X17N-NLCX		64432	67595	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		465.57	465.57			

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	03/18/2023	1HX1-H1NG-G739		64433	67596		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		136.64	136.64				
808	Amazon.com LLC	0000		EFT	03/22/2023	1TGF-YGWW-QN9N		64434	67597		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		47.56	47.56				
808	Amazon.com LLC	0000		EFT	01/17/2023	1RTX-1QW3-V6N3		64451	67615		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		1,010.34	1,010.34				
808	Amazon.com LLC	0000	22200856	EFT	01/17/2023	1LCQ-JWPM-17HK		64453	67617		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		77.73	77.73				
808	Amazon.com LLC	0000		EFT	03/24/2023	1P7R-RCD4-1K7Y		64469	67635		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10102010 42200		GenClerk	OPERSUP		-89.99	-89.99				
808	Amazon.com LLC	0000		EFT	03/24/2023	1WPD-MWY7-17MW		64471	67637		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		328.93	328.93				
808	Amazon.com LLC	0000		EFT	03/25/2023	194R-N47G-4HK7		64474	67640		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 42200		GenInvstgt	OPERSUP		45.98	45.98				
808	Amazon.com LLC	0000		EFT	03/24/2023	1VDG-T9P7-6M3X		64476	67642		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 42200		GenContr	OPERSUP		17.04	17.04				
808	Amazon.com LLC	0000		EFT	03/25/2023	1GFT-XDFG-9VF3		64501	67669		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		299.40	299.40				

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	03/24/2023	1HVY-16PC-1YFL		64502	67670	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		85.75	85.75			
808	Amazon.com LLC	0000		EFT	03/23/2023	1L1T-VF1F-31HG		64503	67671	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		209.57	209.57			
808	Amazon.com LLC	0000		EFT	03/25/2023	1QH4-XVH1-7TMK		64504	67672	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSprpt	OPERSUP		236.00	236.00			
808	Amazon.com LLC	0000		EFT	03/24/2023	1L1T-VF1F-79QD		64505	67674	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		287.86	287.86			
808	Amazon.com LLC	0000		EFT	03/24/2023	1MQ6-KNCC-1WDY		64508	67678	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		144.98	144.98			
808	Amazon.com LLC	0000		EFT	03/24/2023	1YMQ-XKTD-67GP		64509	67679	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		120.00	120.00			
808	Amazon.com LLC	0000		EFT	03/24/2023	14FQ-RG3C-3DTD		64510	67680	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		66.08	66.08			
808	Amazon.com LLC	0000		EFT	03/29/2023	19PF-VQNN-1KPW		64594	67769	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		89.98	89.98			
808	Amazon.com LLC	0000		EFT	03/29/2023	1746-RH1C-1D9N		64595	67770	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		54.45	54.45			

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	03/26/2023	17YF-KX3C-HNNK		64613	67788		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108013 42200		GenInvstgt	OPERSUP		50.00	50.00				
808	Amazon.com LLC	0000		EFT	03/29/2023	16YM-YKDC-VK4P		64614	67789		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		114.57	114.57				
808	Amazon.com LLC	0000		EFT	03/27/2023	1C9J-NPHV-MDV3		64618	67793		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		891.65	891.65				
808	Amazon.com LLC	0000		EFT	03/30/2023	1HQ9-4LGW-94X9		64639	67815		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		34.72	34.72				
808	Amazon.com LLC	0000	22200856	EFT	03/25/2023	1C7T-FHKN-CP3N		64650	67826		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		16.99	16.99				
808	Amazon.com LLC	0000		EFT	03/24/2023	17KY-4RMJ-4KR3		64675	67851		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		25.46	25.46				
808	Amazon.com LLC	0000		EFT	03/27/2023	1t76-66x9-jd4x		64742	67923		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		67.91	67.91				
808	Amazon.com LLC	0000		EFT	03/29/2023	1W7W-VPKM-1NM4		64743	67924		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		20.98	20.98				
808	Amazon.com LLC	0000		EFT	03/27/2023	16YM-YKDC-JWWJ		64761	67942		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		21.87	21.87				

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000		10100	APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	03/31/2023	1Y1D-J1Y9-91YD		64782	67963	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27155058 42200		HDVFC	OPERSUP			107.41			
808	Amazon.com LLC	0000		EFT	04/02/2023	1TW6-6JKF-7WRJ		64786	67967	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP			140.46			
808	Amazon.com LLC	0000		EFT	04/02/2023	1YTF-V74R-4DH1		64787	67968	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP			81.98			
808	Amazon.com LLC	0000		EFT	04/01/2023	19G4-DDDN-3N7V		64788	67969	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP			15.51			
808	Amazon.com LLC	0000	22200757	EFT	03/02/2023	1P6W-R3CX-7J1H		64818	67999	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			37.48			
	2 60606050 42200		SewIT	OPERSUP			14.99			
	3 62606050 42200		SWIT	OPERSUP			7.49			
808	Amazon.com LLC	0000	22200757	EFT	03/02/2023	1HC3-TVWJ-19RM		64819	68000	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			9.93			
	2 60606050 42200		SewIT	OPERSUP			3.97			
	3 62606050 42200		SWIT	OPERSUP			1.99			
808	Amazon.com LLC	0000	22200757	EFT	03/02/2023	1976-6MHR-14PJ		64821	68002	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			49.66			
	2 60606050 42200		SewIT	OPERSUP			19.86			
	3 62606050 42200		SWIT	OPERSUP			9.93			
							79.45			

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WARRANT: 31423 03/10/2023

DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22200757	EFT	03/02/2023	16VN-9RWY-3D1C		64822	68003	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		8.12				
	2 60606050 42200		SewIT	OPERSUP		3.25				
	3 62606050 42200		SWIT	OPERSUP		1.62				
							12.99			
808	Amazon.com LLC	0000	22200757	EFT	03/03/2023	1T6L-M9WF-1HYK		64823	68004	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		10.56				
	2 60606050 42200		SewIT	OPERSUP		4.23				
	3 62606050 42200		SWIT	OPERSUP		2.11				
							16.90			
808	Amazon.com LLC	0000		EFT	03/28/2023	1R36-HG1H-R4PH		64824	68005	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		25.18				
							25.18			
808	Amazon.com LLC	0000	22200757	EFT	03/04/2023	1WTT-MJXJ-94RP		64825	68006	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		20.59				
	2 60606050 42200		SewIT	OPERSUP		8.24				
	3 62606050 42200		SWIT	OPERSUP		4.12				
							32.95			
808	Amazon.com LLC	0000	22200757	EFT	03/07/2023	139N-96RH-JWMH		64826	68007	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		6.24				
	2 60606050 42200		SewIT	OPERSUP		2.50				
	3 62606050 42200		SWIT	OPERSUP		1.25				
							9.99			
808	Amazon.com LLC	0000	22200757	EFT	03/09/2023	1W3L-MVXT-4QJ1		64827	68008	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		69.22				
	2 60606050 42200		SewIT	OPERSUP		27.69				
	3 62606050 42200		SWIT	OPERSUP		13.84				
							110.75			

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DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22200757	EFT	03/08/2023	1GLN-MM7C-1YXP		64828	68009	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		281.22				
	2 60606050 42200		SewIT	OPERSUP		112.49				
	3 62606050 42200		SWIT	OPERSUP		56.24				
							449.95			
808	Amazon.com LLC	0000	22200757	EFT	03/08/2023	1NJK-71XQ-19V6		64829	68010	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		205.90				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							205.90			
808	Amazon.com LLC	0000		EFT	03/30/2023	19PF-VQNN-7XRY		64856	68058	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27155058 42200		HDVFC	OPERSUP		99.59				
							99.59			
808	Amazon.com LLC	0000		EFT	03/31/2023	1T6L-M3QW-3XRD		64864	68066	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP		26.19				
							26.19			
808	Amazon.com LLC	0000	22200856	EFT	03/31/2023	14VH-JDL4-34L4		64865	68067	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		15.07				
							15.07			
808	Amazon.com LLC	0000	22200757	EFT	03/10/2023	1TW6-PMFH-4F1R		64877	68079	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		174.43				
	2 60606050 42200		SewIT	OPERSUP		69.77				
	3 62606050 42200		SWIT	OPERSUP		34.89				
							279.09			
808	Amazon.com LLC	0000	22200757	EFT	03/09/2023	1NC6-NMGL-1GNX		64878	68080	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		31.98				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							31.98			

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DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22200757	EFT	03/09/2023	1TGX-671M-13MD		64879	68081	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		235.67				
	2 60606050 42200		SewIT	OPERSUP		94.26				
	3 62606050 42200		SWIT	OPERSUP		47.13				
							377.06			
808	Amazon.com LLC	0000	22200757	EFT	02/21/2023	1ND3-GVDF-MHLK		64880	68082	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		92.57				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							92.57			
808	Amazon.com LLC	0000	22200757	EFT	02/09/2023	1JWL-K39F-4YK9		64881	68083	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		18.89				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							18.89			
808	Amazon.com LLC	0000	22200757	EFT	02/07/2023	1CM7-FJC4-M6DR		64882	68084	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		162.43				
	2 60606050 42200		SewIT	OPERSUP		64.97				
	3 62606050 42200		SWIT	OPERSUP		32.48				
							259.88			
808	Amazon.com LLC	0000	22200757	EFT	02/05/2023	1MYH-1FCR-7LWT		64883	68085	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		74.55				
	2 60606050 42200		SewIT	OPERSUP		29.82				
	3 62606050 42200		SWIT	OPERSUP		14.91				
							119.28			
808	Amazon.com LLC	0000	22200757	EFT	03/11/2023	1QXH-LRDF-DMCL		64884	68086	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		31.22				
	2 60606050 42200		SewIT	OPERSUP		12.49				
	3 62606050 42200		SWIT	OPERSUP		6.24				
							49.95			

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Detail Invoice List

WARRANT: 31423 03/10/2023

DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22200757	EFT	03/14/2023	1GWV-QXJG-PNVN		64885	68087	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		6.98				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							6.98			
808	Amazon.com LLC	0000	22200757	EFT	03/14/2023	147K-L9QY-TNCM		64886	68088	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		29.59				
	2 60606050 42200		SewIT	OPERSUP		11.84				
	3 62606050 42200		SWIT	OPERSUP		5.92				
							47.35			
808	Amazon.com LLC	0000	22200757	EFT	03/14/2023	147K-L9QY-TDVQ		64887	68089	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		64.95				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							64.95			
808	Amazon.com LLC	0000	22200757	EFT	03/20/2023	1DYV-4KHG-CTF4		64888	68090	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		20.64				
	2 60606050 42200		SewIT	OPERSUP		8.26				
	3 62606050 42200		SWIT	OPERSUP		4.13				
							33.03			
808	Amazon.com LLC	0000	22200757	EFT	03/17/2023	1GTG-KFPK-CFTX		64889	68091	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		118.74				
	2 60606050 42200		SewIT	OPERSUP		47.50				
	3 62606050 42200		SWIT	OPERSUP		23.75				
							189.99			
808	Amazon.com LLC	0000	22200757	EFT	01/03/2023	17M9-KWH1-MMDD		64890	68092	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		156.63				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							156.63			

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Detail Invoice List

WARRANT: 31423 03/10/2023

DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22200757	EFT	01/10/2023	1XN1-94PM-KQ6F		64891	68093	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		26.98				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							26.98			
808	Amazon.com LLC	0000	22200757	EFT	01/18/2023	1HJQ-QYCY-7YF6		64892	68094	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		203.10				
	2 60606050 42200		SewIT	OPERSUP		0.00				
	3 62606050 42200		SWIT	OPERSUP		0.00				
							203.10			
808	Amazon.com LLC	0000	22200757	EFT	02/03/2023	11CJ-9JVF-44MP		64893	68095	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		74.99				
	2 60606050 42200		SewIT	OPERSUP		29.99				
	3 62606050 42200		SWIT	OPERSUP		15.00				
							119.98			
808	Amazon.com LLC	0000		EFT	04/05/2023	1DNC-H4WG-NTNQ		64897	68100	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		184.57				
							184.57			
808	Amazon.com LLC	0000		EFT	03/31/2023	1KGK-D4MM-4T9H		64898	68101	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		16.33				
							16.33			
808	Amazon.com LLC	0000		EFT	04/01/2023	1KGK-D4MM-71Q1		64899	68102	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		88.78				
							88.78			
808	Amazon.com LLC	0000		EFT	04/02/2023	1PVL-RRD7-6H66		64900	68103	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		237.81				
							237.81			
808	Amazon.com LLC	0000		EFT	03/31/2023	1JFN-CC64-3TL7		64952	68156	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		22.34				
							22.34			

ACCOUNTS PAYABLE CHECK RUN REPORT

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	04/01/2023	1DNC-H4WG-33DG		64953	68157	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			29.54			
808	Amazon.com LLC	0000		EFT	04/02/2023	1TW6-6JKF-7TLY		64954	68158	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			269.00			
						CHECK TOTAL	13,370.63			
808	Amazon.com LLC	0000	22201233	EFT	03/16/2023	16R9-YDG9-3FFV		64078	67232	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60604010 42200		SewEng	OPERSUP			16.47			
	2 62604010 42200		SWEng	OPERSUP			29.52			
						CHECK TOTAL	45.99			
808	Amazon.com LLC	0000		EFT	03/23/2023	1PWC-96PL-1QY7		64468	67634	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP			28.10			
	2 60604010 42200		SewEng	OPERSUP			28.09			
	3 62604010 42200		SWEng	OPERSUP			28.09			
						CHECK TOTAL	84.28			
808	Amazon.com LLC	0000		EFT	03/31/2023	169J-RQJV-4RFH		64777	67958	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP			17.98			
	2 60604010 42200		SewEng	OPERSUP			17.98			
	3 62604010 42200		SWEng	OPERSUP			17.98			
						CHECK TOTAL	53.94			
808	Amazon.com LLC	0000		EFT	04/04/2023	1X9G-J9KR-HH16		64861	68063	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP			18.66			
	2 60604010 42200		SewEng	OPERSUP			18.66			
	3 62604010 42200		SWEng	OPERSUP			18.65			

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WARRANT: 31423 03/10/2023
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							55.97			
						CHECK TOTAL	55.97			
808	Amazon.com LLC	0000		EFT	04/06/2023	113J-D9MC-3KXR		64997	68201	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 42200		MVHEng	OPERSUP			20.32			
	2 60604010 42200		SewEng	OPERSUP			20.32			
	3 62604010 42200		SWEEng	OPERSUP			20.32			
							60.96			
						CHECK TOTAL	60.96			
228	American Eagle Equipm	0000	22100945	EFT	02/22/2023	11962		64208	67364	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP			5,281.71			
							5,281.71			
228	American Eagle Equipm	0000	22100945	EFT	11/26/2022	11739		64210	67366	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP			177.60			
							177.60			
228	American Eagle Equipm	0000		EFT	11/16/2022	11713		64214	67370	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE			125.00			
							125.00			
						CHECK TOTAL	5,584.31			
2476	American Legal Publis	0000		EFT	02/28/2023	23633		64629	67805	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE			903.97			
							903.97			
2476	American Legal Publis	0000		EFT	02/28/2023	23642		64631	67807	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE			85.00			
							85.00			
						CHECK TOTAL	988.97			
468	American Pump Repair	0000	22300228	EFT	03/17/2023	78331		64185	67341	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE			2,263.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							2,263.00			
						CHECK TOTAL	2,263.00			
817	AMS Mechanical Servic	0000	22101213	EFT	03/22/2023	1319378		64215	67372	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				312.50			
							312.50			
817	AMS Mechanical Servic	0000	22101213	EFT	03/30/2023	1319147		64645	67821	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				292.37			
	2 60609014 43100		SewPWWaterPROSERVICE				1,719.63			
							2,012.00			
817	AMS Mechanical Servic	0000	22201208	EFT	04/08/2023	1322612		65007	68211	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				740.90			
							740.90			
817	AMS Mechanical Servic	0000	22201208	EFT	04/08/2023	1322642		65026	68234	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				312.50			
							312.50			
						CHECK TOTAL	3,377.90			
2754	Amy Crell	0000		INV	12/09/2022	NOV2022		64769	67950	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43200		GenPR	COMMTRANS			21.69			
							21.69			
						CHECK TOTAL	21.69			
3702	Anand & Shweta Tomar	0000		INV	03/14/2023	64494		64494	67662	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES			25.20			
							25.20			
						CHECK TOTAL	25.20			
2468	Andrew R Mork	0000	22300132	EFT	03/31/2023	1819		64633	67809	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE			4,500.00			
							4,500.00			

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	4,500.00			
3257	Angela R Jones	0000		EFT	03/26/2023	02242023		64655	67831	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		595.00				
							595.00			
						CHECK TOTAL	595.00			
411	Aramco, Inc.	0000		EFT	03/15/2023	S5661899.001		64612	67785	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		421.76				
							421.76			
						CHECK TOTAL	421.76			
3101	Ashley Owens Monk	0000	22300224	EFT	03/18/2023	0C76FD51-0032		64265	67425	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101014 43100		GenEcon	PROSERVICE		2,700.00				
							2,700.00			
3101	Ashley Owens Monk	0000	22300223	EFT	03/07/2023	9E0B93A3-0003		64284	67445	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		2,100.00				
							2,100.00			
3101	Ashley Owens Monk	0000	22300223	EFT	04/04/2023	9E0B93A3-0004		64764	67945	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		2,100.00				
							2,100.00			
						CHECK TOTAL	6,900.00			
2100	Association of Indian	0000		EFT	03/12/2023	17300		63873	67021	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60601013 43100		SewContr	PROSERVICE		2.00				
							2.00			
						CHECK TOTAL	2.00			
700	AT&T Mobility II, LL	0000		EFT	03/07/2023	287282926527x022023		64844	68046	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		21.25				
							21.25			

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	21.25			
700	AT&T Mobility II, LL	0000		EFT	03/06/2023	287299683950x021923		64845	68047	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		394.88				
							394.88			
						CHECK TOTAL	394.88			
700	AT&T Mobility II, LL	0000		EFT	03/07/2023	287282927199x022023		64846	68048	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		172.72				
							172.72			
						CHECK TOTAL	172.72			
700	AT&T Mobility II, LL	0000		EFT	03/02/2023	287283895228x021523		64847	68049	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		2,056.87				
	2 10106050 43100		GenIT	PROSERVICE		790.64				
							2,847.51			
						CHECK TOTAL	2,847.51			
700	AT&T Mobility II, LL	0000		EFT	03/06/2023	287301827393x021923		64848	68050	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		9,164.25				
							9,164.25			
						CHECK TOTAL	9,164.25			
700	AT&T Mobility II, LL	0000		EFT	03/06/2023	287303132695x021923		64849	68051	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27155058 43100		HDVFC	PROSERVICE		62.48				
	2 21205058 43100		CHD	PROSERVICE		124.96				
							187.44			
						CHECK TOTAL	187.44			
700	AT&T Mobility II, LL	0000		EFT	03/07/2023	287282942898x022023		64850	68052	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		427.96				
							427.96			

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	427.96			
700	AT&T Mobility II, LL	0000		EFT	03/07/2023	287282745434x022023		64851	68053	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		172.72				
							172.72			
						CHECK TOTAL	172.72			
700	AT&T Mobility II, LL	0000		EFT	03/06/2023	287288211554x021923		64852	68054	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,141.19				
	2 10106050 43100		GenIT	PROSERVICE		2,756.72				
							5,897.91			
						CHECK TOTAL	5,897.91			
700	AT&T Mobility II, LL	0000	22201114	EFT	03/06/2023	287286291889x021923		64853	68055	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62606050 43100		SWIT	PROSERVICE		3,590.13				
							3,590.13			
						CHECK TOTAL	3,590.13			
700	AT&T Mobility II, LL	0000	22201114	EFT	03/07/2023	287283082376x022023		64854	68056	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60606050 43100		SewIT	PROSERVICE		10.78				
							10.78			
						CHECK TOTAL	10.78			
584	BBC Pump & Equipment	0000	22200417	EFT	03/23/2023	30078110		64358	67519	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			11.00				
	2 60609014 42200		SewPWWaterOPERSUP			2,627.00				
							2,638.00			
						CHECK TOTAL	2,638.00			
717	Beam, Longest and Nef	0000	22200599	EFT	03/12/2023	72692		64664	67840	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 37804010 44920		SR37PRJENGCAPEXP			53,498.80				
							53,498.80			

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
								CHECK TOTAL	53,498.80			
2460	Beaver Gravel Corpora			0000		EFT	03/10/2023	G1361908		64017	67169	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			1,050.00	1,050.00			
2460	Beaver Gravel Corpora			0000		EFT	03/15/2023	G1362271		64040	67192	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			160.00	160.00			
2460	Beaver Gravel Corpora			0000		EFT	03/16/2023	G1362393		64157	67311	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			630.00	630.00			
2460	Beaver Gravel Corpora			0000		EFT	03/16/2023	G1362346		64158	67312	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			320.00	320.00			
2460	Beaver Gravel Corpora			0000		EFT	03/17/2023	G1362469		64159	67313	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			1,260.00	1,260.00			
2460	Beaver Gravel Corpora			0000		EFT	03/18/2023	G1362597		64160	67314	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			420.00	420.00			
2460	Beaver Gravel Corpora			0000		EFT	03/19/2023	G1362694		64539	67710	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			160.00	160.00			
2460	Beaver Gravel Corpora			0000		EFT	03/23/2023	G1362894		64698	67877	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			1,260.00	1,260.00			
2460	Beaver Gravel Corpora			0000		EFT	03/24/2023	G1363019		64699	67878	
	ACCOUNT DETAIL							LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			1,050.00	1,050.00			

Report generated: 03/10/2023 11:57:28
 User: Carrie Clark (clarkc)
 Program ID: apwarnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2460	Beaver Gravel Corpora		0000	22300274	EFT	03/22/2023	G1362788		64725	67905	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 43100		MVHPWStr	PROSERVICE			2,730.00			
								2,730.00			
2460	Beaver Gravel Corpora		0000		EFT	03/26/2023	G1363188		64759	67940	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 43100		MVHPWStr	PROSERVICE			320.00			
								320.00			
2460	Beaver Gravel Corpora		0000		EFT	03/26/2023	G1363191		64760	67941	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 43100		MVHPWStr	PROSERVICE			1,260.00			
								1,260.00			
2460	Beaver Gravel Corpora		0000		EFT	03/30/2023	G1363385		64795	67977	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 43100		MVHPWStr	PROSERVICE			320.00			
								320.00			
							CHECK TOTAL	10,940.00			
2764	BEC Enterprises LLC		0000		EFT	03/31/2023	INV18497		64652	67828	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	62609014 42200		SWPWWater	OPERSUP			630.10			
								630.10			
							CHECK TOTAL	630.10			
786	Bicycle Garage of Ind		0000		EFT	03/29/2023	38567		64616	67791	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108015 43100		GenPDSprpt	PROSERVICE			189.00			
								189.00			
							CHECK TOTAL	189.00			
676	Bill Palmer Associate		0000		EFT	02/23/2023	14705		64905	68108	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101017 42200		GenFndCS	OPERSUP			293.95			
								293.95			
							CHECK TOTAL	293.95			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
540	Bio Chem, Incorporate	0000	22201331	EFT	03/25/2023	23477		64660	67836		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			17,772.24					
							17,772.24				
						CHECK TOTAL	17,772.24				
608	BL Anderson Co., Inc.	0000		EFT	03/30/2023	026948		64730	67911		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			1,029.28					
							1,029.28				
						CHECK TOTAL	1,029.28				
2465	Blue Grass Farms Inc	0000	22300218	EFT	03/17/2023	168741-1		64169	67324		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr OPERSUP			537.00					
							537.00				
						CHECK TOTAL	537.00				
3663	Boone County Resource	0000	22300291	EFT	03/25/2023	37697		64871	68073		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr PROSERVICE			3,285.00					
							3,285.00				
						CHECK TOTAL	3,285.00				
373	Bound Tree Medical, L	0000		EFT	03/11/2023	84854433		63943	67092		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS OPERSUP			11.79					
							11.79				
373	Bound Tree Medical, L	0000		EFT	03/11/2023	84854434		63944	67093		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS OPERSUP			351.45					
							351.45				
373	Bound Tree Medical, L	0000		EFT	03/10/2023	84852727		63947	67096		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol OPERSUP			257.85					
							257.85				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
373	Bound Tree Medical, L	0000		EFT	03/10/2023	84852726		63950	67099		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		24.29	24.29				
373	Bound Tree Medical, L	0000		EFT	03/16/2023	84859176		64291	67451		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		50.99	50.99				
373	Bound Tree Medical, L	0000		EFT	03/17/2023	84860747		64292	67453		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,981.17	1,981.17				
373	Bound Tree Medical, L	0000		EFT	03/17/2023	84860748		64294	67455		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		23.58	23.58				
373	Bound Tree Medical, L	0000		EFT	03/18/2023	84862226		64546	67717		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,917.39	1,917.39				
373	Bound Tree Medical, L	0000		EFT	03/18/2023	84862227		64548	67719		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,167.97	1,167.97				
373	Bound Tree Medical, L	0000		EFT	03/18/2023	84862228		64549	67720		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		246.95	246.95				
373	Bound Tree Medical, L	0000		EFT	03/19/2023	84863712		64551	67722		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		810.20	810.20				
373	Bound Tree Medical, L	0000		EFT	03/22/2023	84865115		64552	67723		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		11.96	11.96				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
373	Bound Tree Medical, L			0000		EFT	03/23/2023	84866904		64553	67724	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	42200		GenEMS	OPERSUP			609.19			
									609.19			
373	Bound Tree Medical, L			0000		EFT	03/24/2023	84868285		64592	67767	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	42200		GenEMS	OPERSUP			852.46			
									852.46			
373	Bound Tree Medical, L			0000		EFT	03/24/2023	84868286		64593	67768	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	42200		GenEMS	OPERSUP			259.82			
									259.82			
373	Bound Tree Medical, L			0000		EFT	03/17/2023	84863711		64615	67790	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10108013	42200		GenInvstgt	OPERSUP			755.64			
									755.64			
373	Bound Tree Medical, L			0000		EFT	03/29/2023	84872328		64744	67925	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	42200		GenEMS	OPERSUP			116.60			
									116.60			
373	Bound Tree Medical, L			0000		EFT	03/29/2023	84872327		64792	67974	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10105012	42200		GenEMS	OPERSUP			116.60			
									116.60			
								CHECK TOTAL	9,565.90			
1874	Bountiful Bouncing En			0000	22300212	EFT	02/28/2023	12852231		63974	67123	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10107010	43100		GenParks	PROSERVICE			4,250.00			
									4,250.00			
1874	Bountiful Bouncing En			0000	22300244	EFT	03/10/2023	12826583		64427	67591	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10107010	43100		GenParks	PROSERVICE			23,475.00			
									23,475.00			
								CHECK TOTAL	27,725.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
632	Brehob Corporation	0000		EFT	12/22/2022	205955		64731	67912		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			-5,733.22					
							-5,733.22				
632	Brehob Corporation	0000	22300101	EFT	02/12/2023	208462		64732	67913		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			4,108.83					
							4,108.83				
632	Brehob Corporation	0000		EFT	03/08/2023	209620		64733	67914		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			1,308.26					
							1,308.26				
632	Brehob Corporation	0000		EFT	03/23/2023	210192		64734	67915		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			561.00					
							561.00				
632	Brehob Corporation	0000		EFT	03/29/2023	210607		64739	67920		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			956.00					
							956.00				
632	Brehob Corporation	0000	22200903	EFT	04/02/2023	210940		64755	67936		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			7,793.00					
							7,793.00				
						CHECK TOTAL	8,993.87				
1878	Brehob Nurseries LLC	0000		EFT	03/17/2023	WB-69811		64651	67827		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks OPERSUP			630.00					
							630.00				
						CHECK TOTAL	630.00				
604	Bridgestone Hosepower	0000		EFT	03/29/2023	120176401-00		64781	67962		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuidl OPERSUP			55.41					
							55.41				
						CHECK TOTAL	55.41				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
567	Buckeye Power Sales C	0000	22201249	EFT	03/11/2023	PSV314350		63987	67138	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22201249	EFT	03/11/2023	PSV314351		63988	67139	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22201249	EFT	03/11/2023	PSV314352		63989	67140	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			255.00				
							255.00			
567	Buckeye Power Sales C	0000	22201249	EFT	03/11/2023	PSV314353		63990	67141	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			215.00				
							215.00			
567	Buckeye Power Sales C	0000	22201249	EFT	03/11/2023	PSV314355		63991	67142	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			255.00				
							255.00			
567	Buckeye Power Sales C	0000	22201249	EFT	03/12/2023	PSV314701		63992	67143	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			305.00				
							305.00			
567	Buckeye Power Sales C	0000	22201249	EFT	03/12/2023	PSV314702		63993	67144	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22201249	EFT	03/12/2023	PSV314703		63994	67145	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			350.00				
							350.00			
567	Buckeye Power Sales C	0000	22201249	EFT	03/12/2023	PSV314704		63995	67146	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			220.00				
							220.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000		10100	APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
567	Buckeye Power Sales C		0000	22201249	EFT	03/12/2023	PSV314705		63996	67147	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 43100		SewPWWaterPROSERVICE			200.00	200.00			
567	Buckeye Power Sales C		0000	22201249	EFT	03/12/2023	PSV314706		63997	67148	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 43100		SewPWWaterPROSERVICE			280.00	280.00			
567	Buckeye Power Sales C		0000	22201249	EFT	03/15/2023	PSV315004		63998	67149	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 43100		SewPWWaterPROSERVICE			220.00	220.00			
567	Buckeye Power Sales C		0000	22201249	EFT	03/15/2023	PSV315005		63999	67150	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 43100		SewPWWaterPROSERVICE			200.00	200.00			
567	Buckeye Power Sales C		0000	22201249	EFT	03/15/2023	PSV315007		64000	67151	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 43100		SewPWWaterPROSERVICE			200.00	200.00			
567	Buckeye Power Sales C		0000	22201249	EFT	03/15/2023	PSV315008		64001	67152	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 43100		SewPWWaterPROSERVICE			195.00	195.00			
567	Buckeye Power Sales C		0000	22201249	EFT	03/16/2023	PSV315101		64002	67153	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 43100		SewPWWaterPROSERVICE			155.00	155.00			
567	Buckeye Power Sales C		0000	22201249	EFT	03/16/2023	PSV315102		64003	67154	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 43100		SewPWWaterPROSERVICE			200.00	200.00			
567	Buckeye Power Sales C		0000	22201249	EFT	03/16/2023	PSV315103		64004	67155	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 43100		SewPWWaterPROSERVICE			200.00	200.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
567	Buckeye Power Sales C	0000	22201249	EFT	04/05/2023	PSV317678		64962	68166	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			190.00				
							190.00			
567	Buckeye Power Sales C	0000	22201249	EFT	04/05/2023	PSV317679		64963	68167	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			250.00				
							250.00			
567	Buckeye Power Sales C	0000	22201249	EFT	04/05/2023	PSV317681		64964	68168	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22201249	EFT	04/05/2023	PSV317682		64965	68169	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
							170.00			
567	Buckeye Power Sales C	0000	22201249	EFT	04/05/2023	PSV317684		64966	68170	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
							170.00			
567	Buckeye Power Sales C	0000	22201249	EFT	04/05/2023	PSV317685		64967	68171	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22201249	EFT	04/05/2023	PSV317687		64968	68172	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			280.00				
							280.00			
567	Buckeye Power Sales C	0000	22201249	EFT	04/05/2023	PSV317688		64969	68173	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22201249	EFT	04/05/2023	PSV317689		64970	68174	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			190.00				
							190.00			

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Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
567	Buckeye Power Sales C	0000	22201249	EFT	04/05/2023	PSV317690		64971	68175		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			250.00					
							250.00				
567	Buckeye Power Sales C	0000	22201249	EFT	04/05/2023	PSV317691		64972	68176		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			330.00					
							330.00				
567	Buckeye Power Sales C	0000	22201249	EFT	04/06/2023	PSV317890		64998	68202		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				
567	Buckeye Power Sales C	0000	22201249	EFT	04/06/2023	PSV317892		64999	68203		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			250.00					
							250.00				
567	Buckeye Power Sales C	0000	22201249	EFT	04/06/2023	PSV317893		65000	68204		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				
567	Buckeye Power Sales C	0000	22201249	EFT	04/06/2023	PSV317894		65001	68205		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			210.00					
							210.00				
567	Buckeye Power Sales C	0000	22201249	EFT	04/07/2023	PSV318081		65002	68206		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			450.00					
							450.00				
567	Buckeye Power Sales C	0000	22201249	EFT	04/07/2023	PSV318082		65003	68207		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			150.00					
							150.00				
567	Buckeye Power Sales C	0000	22201249	EFT	04/07/2023	PSV318083		65004	68208		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			170.00					
							170.00				

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WARRANT: 31423 03/10/2023
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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	22201249	EFT	04/07/2023	PSV318084		65005	68209	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWater	PROSERVICE			190.00			
567	Buckeye Power Sales C			0000	22201249	EFT	04/07/2023	PSV318085		65006	68210	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWater	PROSERVICE			270.00			
									270.00			
								CHECK TOTAL	8,510.00			
737	Butler, Fairman & Seu			0000	22300173	EFT	03/19/2023	99328		64665	67841	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	27074010	44200		PIFENG	INFRSTR			22,752.50			
									22,752.50			
								CHECK TOTAL	22,752.50			
737	Butler, Fairman & Seu			0000		EFT	03/26/2023	99529		64778	67959	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20104010	43100		MVHEng	PROSERVICE			400.00			
	2	60604010	43100		SewEng	PROSERVICE			400.00			
	3	62604010	43100		SWEng	PROSERVICE			400.00			
									1,200.00			
								CHECK TOTAL	1,200.00			
2424	CallTower Inc			0000		EFT	03/25/2023	201306546		64199	67355	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE			880.57			
									880.57			
								CHECK TOTAL	880.57			
3686	Carmel Glass & Mirror			0000		EFT	03/16/2023	0223-25		64526	67697	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	42200		GenPWBuild	OPERSUP			380.18			
									380.18			
								CHECK TOTAL	380.18			

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Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
703	CDW Government, Inc.			0000	22300007	EFT	03/05/2023	GN93828		64200	67356	
ACCOUNT DETAIL								LINE AMOUNT				
	1	10106050	42200		GenIT	OPERSUP			110.22			
	2	60606050	42200		SewIT	OPERSUP			6.12			
	3	62606050	42200		SWIT	OPERSUP			6.12			
									122.46			
703	CDW Government, Inc.			0000	22300007	EFT	03/08/2023	GP73092		64201	67357	
ACCOUNT DETAIL								LINE AMOUNT				
	1	10106050	42200		GenIT	OPERSUP			1,937.84			
	2	60606050	42200		SewIT	OPERSUP			0.00			
	3	62606050	42200		SWIT	OPERSUP			0.00			
									1,937.84			
703	CDW Government, Inc.			0000	22300007	EFT	03/11/2023	GR64769		64203	67359	
ACCOUNT DETAIL								LINE AMOUNT				
	1	10106050	42200		GenIT	OPERSUP			296.01			
	2	60606050	42200		SewIT	OPERSUP			0.00			
	3	62606050	42200		SWIT	OPERSUP			0.00			
									296.01			
703	CDW Government, Inc.			0000	22300007	EFT	03/11/2023	GR73879		64204	67360	
ACCOUNT DETAIL								LINE AMOUNT				
	1	10106050	42200		GenIT	OPERSUP			104.37			
	2	60606050	42200		SewIT	OPERSUP			0.00			
	3	62606050	42200		SWIT	OPERSUP			0.00			
									104.37			
703	CDW Government, Inc.			0000	22300007	EFT	03/12/2023	GS15703		64206	67362	
ACCOUNT DETAIL								LINE AMOUNT				
	1	10106050	42200		GenIT	OPERSUP			1,836.45			
	2	60606050	42200		SewIT	OPERSUP			0.00			
	3	62606050	42200		SWIT	OPERSUP			0.00			
									1,836.45			
703	CDW Government, Inc.			0000	22300007	EFT	03/05/2023	GP15328		64207	67363	
ACCOUNT DETAIL								LINE AMOUNT				
	1	10106050	42200		GenIT	OPERSUP			5,410.04			
	2	60606050	42200		SewIT	OPERSUP			0.00			
	3	62606050	42200		SWIT	OPERSUP			0.00			
	4	10106050	42200		GenIT	OPERSUP			8,740.16			
									14,150.20			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
703	CDW Government, Inc.	0000	22300207	EFT	03/12/2023	GR93283		64209	67365	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		8,173.45				
							8,173.45			
703	CDW Government, Inc.	0000	22300207	EFT	03/30/2023	HB73329		64803	67984	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP		1,121.41				
							1,121.41			
703	CDW Government, Inc.	0000		EFT	03/29/2023	HB56732		64805	67986	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		47.88				
							47.88			
						CHECK TOTAL	27,790.07			
1734	Certified Consultants	0000	22201010	EFT	03/30/2023	963		64716	67896	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		979.00				
							979.00			
1734	Certified Consultants	0000	22300289	EFT	03/31/2023	959		64876	68078	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		3,496.00				
							3,496.00			
						CHECK TOTAL	4,475.00			
3006	Cheryl Lo	0000		EFT	03/23/2023	140		64413	67575	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27807010 43100		CPP	PROSERVICE		105.00				
							105.00			
						CHECK TOTAL	105.00			
691	Christopher B Burke E	0000	22000037	EFT	03/10/2023	28450		64018	67168	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		4,148.56				
	2 62609014 43100		SWPWWater	PROSERVICE		3,848.86				
							7,997.42			
691	Christopher B Burke E	0000	22201201	EFT	04/06/2023	28798		64996	68200	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100		SWPWWater	PROSERVICE		2,730.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							2,730.00			
						CHECK TOTAL	10,727.42			
691	Christopher B Burke E	0000	22300187	EFT	02/08/2023	28055		64080	67234	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTENGPROSERVICE				525.00			
							525.00			
						CHECK TOTAL	525.00			
691	Christopher B Burke E	0000	22300187	EFT	02/08/2023	28056		64081	67235	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTENGPROSERVICE				330.00			
							330.00			
						CHECK TOTAL	330.00			
691	Christopher B Burke E	0000	22300187	EFT	02/08/2023	28057		64082	67236	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTENGPROSERVICE				10,642.50			
							10,642.50			
						CHECK TOTAL	10,642.50			
691	Christopher B Burke E	0000	22300187	EFT	03/11/2023	28519		64084	67238	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTENGPROSERVICE				87.50			
							87.50			
						CHECK TOTAL	87.50			
691	Christopher B Burke E	0000	22300187	EFT	03/11/2023	28520		64086	67240	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTENGPROSERVICE				962.50			
							962.50			
						CHECK TOTAL	962.50			
691	Christopher B Burke E	0000	22300187	EFT	03/11/2023	28521		64088	67242	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60854010 43100		SWRCPTENGPROSERVICE				13,647.50			
							13,647.50			
						CHECK TOTAL	13,647.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
691	Christopher B Burke E	0000	22300187	EFT	03/11/2023	28522		64090	67244		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60854010 43100		SWRCPTENG	PROSERVICE		3,505.00					
							3,505.00				
						CHECK TOTAL	3,505.00				
3688	Christopher Krause &	0000		INV	03/14/2023	64480		64480	67648		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900	Sew		USERFEES		67.67					
							67.67				
						CHECK TOTAL	67.67				
3699	Christopher Myers	0000		INV	03/15/2023	64491		64491	67659		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900	Sew		USERFEES		39.80					
							39.80				
						CHECK TOTAL	39.80				
828	Church, Church, Hittl	0000	22200955	EFT	03/29/2023	264911		64626	67801		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27021011 43100	DEFMAYOR		PROSERVICE		3,250.00					
							3,250.00				
828	Church, Church, Hittl	0000	22200955	EFT	03/29/2023	264910		64627	67802		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27021011 43100	DEFMAYOR		PROSERVICE		2,425.00					
							2,425.00				
828	Church, Church, Hittl	0000	22200955	EFT	03/29/2023	264772		64628	67803		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27021011 43100	DEFMAYOR		PROSERVICE		2,096.36					
	2 27021011 43100	DEFMAYOR		PROSERVICE		3,356.99					
							5,453.35				
						CHECK TOTAL	11,128.35				
714	Cintas Corporation No	0000		EFT	03/08/2023	4145908052		63834	66981		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100	GenPWParks		PROSERVICE		46.85					
							46.85				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	03/08/2023	4145911415		63835	66982	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		168.66	168.66			
714	Cintas Corporation No	0000		EFT	03/08/2023	4145911447		63836	66984	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		130.69	130.69			
714	Cintas Corporation No	0000		EFT	03/08/2023	4145911449		63840	66987	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		38.42	38.42			
714	Cintas Corporation No	0000		EFT	03/08/2023	4145911675		63841	66988	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		241.06	241.06			
714	Cintas Corporation No	0000		EFT	03/10/2023	4146196566		63883	67031	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		79.54	79.54			
714	Cintas Corporation No	0000		EFT	03/10/2023	4146196639		63884	67032	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		164.42	164.42			
714	Cintas Corporation No	0000		EFT	03/10/2023	4146196728		63885	67033	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		611.84	611.84			
714	Cintas Corporation No	0000		EFT	03/10/2023	4146196477		63924	67073	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		88.27	88.27			
714	Cintas Corporation No	0000		EFT	03/10/2023	4146624681		64051	67204	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE		49.98	49.98			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No		0000		EFT	03/10/2023	4146624638		64103	67257	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108011 43100			GenPDAdmin	PROSERVICE		126.63	126.63			
714	Cintas Corporation No		0000		EFT	03/15/2023	4146624427		64110	67264	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		130.69	130.69			
714	Cintas Corporation No		0000		EFT	03/15/2023	4146624439		64111	67265	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 43100			GenPWParks	PROSERVICE		38.42	38.42			
714	Cintas Corporation No		0000		EFT	03/15/2023	4146624477		64112	67266	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		168.66	168.66			
714	Cintas Corporation No		0000		EFT	03/16/2023	4146763338		64113	67267	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 43100			GenPWParks	PROSERVICE		33.39	33.39			
714	Cintas Corporation No		0000		EFT	03/16/2023	5145672575		64114	67268	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		482.38	482.38			
714	Cintas Corporation No		0000		EFT	03/16/2023	5145725623		64115	67269	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		191.69	191.69			
714	Cintas Corporation No		0000		EFT	03/18/2023	5145725668		64162	67316	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10108011 42200			GenPDAdmin	OPERSUP		136.43	136.43			
714	Cintas Corporation No		0000		EFT	03/17/2023	4146945800		64172	67327	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 43100			GenPWParks	PROSERVICE		144.21	144.21			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
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CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No		0000		EFT	03/17/2023	4146945807		64173	67328	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		79.54	79.54			
714	Cintas Corporation No		0000		EFT	03/17/2023	4146945875		64174	67330	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE		169.48	169.48			
714	Cintas Corporation No		0000		EFT	03/19/2023	4146945608		64268	67428	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10106010 43100			GenFleet	PROSERVICE		88.27	88.27			
714	Cintas Corporation No		0000		EFT	03/22/2023	5146130037		64410	67572	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10107010 42200			GenParks	OPERSUP		167.67	167.67			
714	Cintas Corporation No		0000		EFT	03/22/2023	4147319681		64435	67598	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 43100			GenPWParks	PROSERVICE		46.85	46.85			
714	Cintas Corporation No		0000		EFT	03/22/2023	4147320559		64436	67599	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		168.66	168.66			
714	Cintas Corporation No		0000		EFT	03/22/2023	4147320560		64437	67601	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		130.69	130.69			
714	Cintas Corporation No		0000		EFT	03/22/2023	4147320624		64438	67602	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 43100			GenPWParks	PROSERVICE		38.42	38.42			
714	Cintas Corporation No		0000		EFT	03/22/2023	4147320631		64439	67603	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE		27.08	27.08			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	03/22/2023	5146539361		64440	67604	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		696.62				
							696.62			
714	Cintas Corporation No	0000		EFT	02/24/2023	5142193751		64441	67605	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		598.94				
							598.94			
714	Cintas Corporation No	0000		EFT	03/24/2023	4147612051		64533	67704	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		145.90				
							145.90			
714	Cintas Corporation No	0000		EFT	03/24/2023	4147612067		64535	67706	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		79.54				
							79.54			
714	Cintas Corporation No	0000		EFT	03/24/2023	4147612194		64537	67708	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		164.42				
							164.42			
714	Cintas Corporation No	0000		EFT	03/24/2023	5146924321		64540	67711	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		160.46				
							160.46			
714	Cintas Corporation No	0000		EFT	03/24/2023	4147611880		64583	67758	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		88.27				
							88.27			
714	Cintas Corporation No	0000		EFT	03/15/2023	5145120306		64722	67902	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		332.88				
							332.88			
714	Cintas Corporation No	0000		EFT	04/03/2023	4148304000		64754	67935	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		88.27				
							88.27			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
714	Cintas Corporation No	0000		EFT	03/29/2023	5147240132		64762	67943		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		82.97					
							82.97				
714	Cintas Corporation No	0000		EFT	04/10/2023	4148017163		64943	68147		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		49.98					
							49.98				
714	Cintas Corporation No	0000		EFT	04/08/2023	5148572822		65017	68225		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 42200		GenFleet	OPERSUP		119.74					
							119.74				
						CHECK TOTAL	6,596.88				
1574	Citizens Energy Group	0000		EFT	03/08/2023	2739310000		64331	67492		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60601013 43100		SewContr	PROSERVICE		641.85					
							641.85				
						CHECK TOTAL	641.85				
1574	Citizens Energy Group	0000	22300131	EFT	03/11/2023	7293625305		64975	68179		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		3,000.00					
							3,000.00				
						CHECK TOTAL	3,000.00				
1639	City of Indianapolis	0000	22300233	INV	03/08/2023	FPD2023-01		64255	67413		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43200		GenPDSpprt	COMMTTRANS		2,000.00					
							2,000.00				
						CHECK TOTAL	2,000.00				
892	City of Westfield	0000	22300231	EFT	03/05/2023	APP100924		64257	67415		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		9,385.00					
							9,385.00				
						CHECK TOTAL	9,385.00				

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Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2791	Co-Alliance Cooperati			0000	22300245	EFT	03/25/2023	506008583		64380	67542	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	42221		GenFleet	FUEL			18,015.41			
	2	20106010	42221		MVHFleet	FUEL			3,231.97			
	3	60606010	42221		SewFleet	FUEL			1,635.57			
	4	62606010	42221		SWFleet	FUEL			385.29			
									23,268.24			
2791	Co-Alliance Cooperati			0000		EFT	03/25/2023	566005245		64603	67778	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60606010	42221		SewFleet	FUEL			1,049.01			
									1,049.01			
2791	Co-Alliance Cooperati			0000		EFT	03/25/2023	566005409		64604	67779	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20106010	42221		MVHFleet	FUEL			1,519.89			
									1,519.89			
2791	Co-Alliance Cooperati			0000		EFT	03/25/2023	566005246		64605	67780	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20106010	42221		MVHFleet	FUEL			1,319.33			
									1,319.33			
2791	Co-Alliance Cooperati			0000		EFT	03/25/2023	566005071		64606	67781	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20106010	42221		MVHFleet	FUEL			1,716.08			
									1,716.08			
2791	Co-Alliance Cooperati			0000	22300266	EFT	03/25/2023	566005028		64620	67795	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20106010	42221		MVHFleet	FUEL			3,382.55			
									3,382.55			
2791	Co-Alliance Cooperati			0000	22300303	EFT	03/25/2023	506008616		65015	68223	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	42221		GenFleet	FUEL			12,954.68			
	2	20106010	42221		MVHFleet	FUEL			9,622.90			
	3	60606010	42221		SewFleet	FUEL			1,623.19			
	4	62606010	42221		SWFleet	FUEL			282.29			
									24,483.06			
								CHECK TOTAL	56,738.16			

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WARRANT: 31423 03/10/2023

DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3687	CONNELLY, JAMES E.	0000		INV	03/14/2023	64479		64479	67645	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES		33.25				
	2 60600000 34900	Sew		USERFEES		39.79				
	3 60600000 34900	Sew		USERFEES		119.58				
							192.62			
						CHECK TOTAL	192.62			
3570	Constellation Energy	0000		EFT	03/27/2023	64661846001		64988	68192	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100	GenPZ		PROSERVICE		206.70				
							206.70			
						CHECK TOTAL	206.70			
3693	COOMBES, TODD & DAWN	0000		INV	03/14/2023	64485		64485	67653	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES		27.88				
							27.88			
						CHECK TOTAL	27.88			
106	Core & Main LP	0000		EFT	03/11/2023	S341359		64150	67304	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200	SewPWWater	OPERSUP			145.36				
							145.36			
						CHECK TOTAL	145.36			
680	Crossroad Engineers,	0000	22200812	EFT	03/04/2023	230291		63973	67120	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43100	SWPWWater	PROSERVICE			10,352.50				
							10,352.50			
						CHECK TOTAL	10,352.50			
2485	Crown Castle Internat	0000	22101119	EFT	03/30/2023	1300193		64806	67987	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100	GenIT		PROSERVICE		3,344.80				
	2 10106050 43100	GenIT		PROSERVICE		2,850.28				
	3 60606050 43100	SewIT		PROSERVICE		534.43				
	4 62606050 43100	SWIT		PROSERVICE		178.14				

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WARRANT: 31423 03/10/2023
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							6,907.65			
						CHECK TOTAL	6,907.65			
2645	CureMD.com, Inc	0000		EFT	03/03/2023	500131969		64260	67420	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE			840.00			
							840.00			
2645	CureMD.com, Inc	0000		EFT	03/03/2023	500132092		64262	67421	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE			45.00			
							45.00			
						CHECK TOTAL	885.00			
811	Current Publishing LL	0000		EFT	04/28/2023	70364		64608	67783	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE			595.00			
							595.00			
811	Current Publishing LL	0000	22300085	EFT	04/28/2023	70322		64678	67854	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER			1,923.08			
							1,923.08			
						CHECK TOTAL	2,518.08			
785	Dell Marketing LP	0000		EFT	04/01/2023	10652386320		64213	67369	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			720.99			
							720.99			
785	Dell Marketing LP	0000	22300206	EFT	04/09/2023	10654364231		64807	67988	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			18,397.00			
							18,397.00			
						CHECK TOTAL	19,117.99			
962	Design & Build Corpor	0000	22200855	EFT	03/19/2023	6683		64167	67321	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			37,237.00			
							37,237.00			
						CHECK TOTAL	37,237.00			

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WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100				APCash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3682	Detro Trailers LLC	0000	22300271	EFT	02/08/2023	M351		64756	67937	
ACCOUNT DETAIL						LINE AMOUNT				
1	60609014 42200		SewPWWaterOPERSUP			8,650.00				
							8,650.00			
CHECK TOTAL							8,650.00			
1018	Donley & Associates I	0000	22100987	EFT	03/29/2023	63783-1		64981	68185	
ACCOUNT DETAIL						LINE AMOUNT				
1	10105015 42231		GenSafeTr UNIFORMS			406.95				
2	10105015 42231		GenSafeTr UNIFORMS			425.95				
							832.90			
CHECK TOTAL							832.90			
1047	Donohue & Associates	0000	22101200	EFT	04/02/2023	13983-11		64368	67529	
ACCOUNT DETAIL						LINE AMOUNT				
1	60609014 43100		SewPWWaterPROSERVICE			807.92				
							807.92			
1047	Donohue & Associates	0000	22001256	EFT	01/21/2023	13378-58		64662	67838	
ACCOUNT DETAIL						LINE AMOUNT				
1	60809014 44500		SWRCONTWOMACHEQPT			6,630.19				
2	60809014 44500		SWRCONTWOMACHEQPT			2,711.81				
							9,342.00			
1047	Donohue & Associates	0000	22101202	EFT	02/25/2023	13378-59		64669	67845	
ACCOUNT DETAIL						LINE AMOUNT				
1	60809014 44500		SWRCONTWOMACHEQPT			4,669.53				
							4,669.53			
1047	Donohue & Associates	0000	22101202	EFT	03/25/2023	13378-60		64670	67846	
ACCOUNT DETAIL						LINE AMOUNT				
1	60809014 44500		SWRCONTWOMACHEQPT			2,290.00				
							2,290.00			
1047	Donohue & Associates	0000	22300294	EFT	04/02/2023	14152-04		64934	68139	
ACCOUNT DETAIL						LINE AMOUNT				
1	60609014 43100		SewPWWaterPROSERVICE			11,616.59				
							11,616.59			
CHECK TOTAL							28,726.04			

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1094	Eaton Corporation			0000	22300020	EFT	03/01/2023	948667298		64220	67376	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106050	43100		GenIT	PROSERVICE		3,889.60				
									3,889.60			
								CHECK TOTAL	3,889.60			
3691	EDWARDS, NANCY C			0000		INV	03/14/2023	64483		64483	67651	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60600000	34900		Sew	USERFEES		61.92				
									61.92			
								CHECK TOTAL	61.92			
476	Element Materials Tec			0000		EFT	03/26/2023	23-125330		64584	67759	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43100		SewPWWater	PROSERVICE		124.30				
									124.30			
								CHECK TOTAL	124.30			
2746	Elevate Entertainment			0000		EFT	03/31/2023	1961		64648	67823	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10107010	43100		GenParks	PROSERVICE		600.00				
									600.00			
2746	Elevate Entertainment			0000	22300276	EFT	03/09/2023	1950		64729	67910	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10107010	43100		GenParks	PROSERVICE		5,300.00				
									5,300.00			
								CHECK TOTAL	5,900.00			
1186	Elwood Fire Equipment			0000		EFT	03/14/2023	69191		64026	67178	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE		608.40				
									608.40			
								CHECK TOTAL	608.40			
3637	Emerging Pearls Found			0000		EFT	03/14/2023	021423EPF		64005	67156	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10103012	43100		GenPZ	PROSERVICE		7,500.00				
									7,500.00			

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	7,500.00			
387	EMP Technology Group	0000		EFT	03/17/2023	PS-INV-30535		64385	67546	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP			1,485.00			
								1,485.00		
387	EMP Technology Group	0000		EFT	03/09/2023	PS-INV-30234		64563	67733	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP			1,942.40			
								1,942.40		
						CHECK TOTAL	3,427.40			
1902	enCodePlus LLC	0000	22300295	EFT	04/21/2023	2331		64874	68076	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE			4,750.00			
								4,750.00		
						CHECK TOTAL	4,750.00			
1085	Enterprise Unified So	0000		EFT	02/08/2023	11297		64227	67383	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			99.11			
								99.11		
						CHECK TOTAL	99.11			
1028	Environmental Laborat	0000		EFT	03/21/2023	20371851		64442	67606	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			75.00			
								75.00		
						CHECK TOTAL	75.00			
514	EWT Holdings III Corp	0000	22201247	EFT	03/09/2023	905718444		63984	67135	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			13,455.32			
								13,455.32		
514	EWT Holdings III Corp	0000	22201247	EFT	03/26/2023	905741113		64783	67964	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			1,263.68			
								1,263.68		

ACCOUNTS PAYABLE CHECK RUN REPORT

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
514	EWT Holdings III Corp	0000	22201247	EFT	03/26/2023	905741111		64785	67966	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			13,491.22				
							13,491.22			
						CHECK TOTAL	28,210.22			
3515	FBI National Academy	0000		EFT	03/19/2023	FBINAA Spring 2023		64414	67576	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43200		GenPDAdmin COMMTRANS			140.00				
							140.00			
						CHECK TOTAL	140.00			
1182	Fineline Graphics Inc	0000		EFT	03/24/2023	136869		64425	67589	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR PRINTADVER			185.00				
							185.00			
						CHECK TOTAL	185.00			
2068	First Arriving LLC	0000		EFT	03/24/2023	1539		64948	68152	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG PROSERVICE			1,722.50				
							1,722.50			
						CHECK TOTAL	1,722.50			
3639	Fishers Arts Council	0000		EFT	03/14/2023	021423FAC		64007	67158	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ PROSERVICE			7,500.00				
							7,500.00			
						CHECK TOTAL	7,500.00			
1193	Fluid Waste Services,	0000		EFT	03/18/2023	57899		64276	67436	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			1,581.25				
							1,581.25			
						CHECK TOTAL	1,581.25			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1211	FormSpring LLC	0000		EFT	04/01/2023	INV00857640		64830	68011		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		1,042.80					
							1,042.80				
						CHECK TOTAL	1,042.80				
239	Frank Giesecking	0000		EFT	03/23/2023	0072535-IN		64513	67685		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		20.00					
							20.00				
239	Frank Giesecking	0000		EFT	03/23/2023	0072538-IN		64514	67686		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		20.00					
							20.00				
						CHECK TOTAL	40.00				
1196	Frey Water Conditioni	0000		EFT	02/04/2023	99419372		63887	67035		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		25.98					
							25.98				
1196	Frey Water Conditioni	0000		EFT	03/31/2023	99964173		64689	67868		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		58.80					
							58.80				
1196	Frey Water Conditioni	0000		EFT	03/31/2023	99964070		64706	67886		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		25.98					
							25.98				
1196	Frey Water Conditioni	0000		EFT	03/31/2023	99963726		64745	67926		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		49.95					
							49.95				
1196	Frey Water Conditioni	0000		EFT	03/31/2023	99964084		64746	67927		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		41.96					
							41.96				

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1196	Frey Water Conditioni	0000		EFT	04/01/2023	99964474		64747	67928		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		49.95	49.95				
1196	Frey Water Conditioni	0000		EFT	03/31/2023	99964915		64748	67929		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		33.97	33.97				
1196	Frey Water Conditioni	0000		EFT	04/02/2023	99914090		64982	68186		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		50.10	50.10				
						CHECK TOTAL	336.69				
1326	GW Berkheimer Co., I	0000		EFT	03/10/2023	7301878		64182	67338		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1,131.56	1,131.56				
						CHECK TOTAL	1,131.56				
1275	Galls LLC	0000		EFT	03/08/2023	023463304		63965	67114		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		43.95	43.95				
1275	Galls LLC	0000		EFT	03/20/2023	023605980		64258	67417		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		112.12	112.12				
						CHECK TOTAL	156.07				
2776	Great Lakes Ace Hardw	0000		EFT	02/23/2023	1749/614		64273	67433		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		27.57	27.57				
						CHECK TOTAL	27.57				

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WARRANT: 31423 03/10/2023
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
686	Green Stone LLC	0000		EFT	03/12/2023	16839		63900	67048		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		772.90	772.90				
686	Green Stone LLC	0000	22300226	EFT	03/12/2023	16837		64178	67333		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		3,658.50	3,658.50				
686	Green Stone LLC	0000		EFT	03/21/2023	16876		64462	67628		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		321.30	321.30				
						CHECK TOTAL	4,752.70				
770	Grimco Inc	0000		EFT	03/10/2023	30024079-01		63858	67004		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		175.50	175.50				
770	Grimco Inc	0000		EFT	03/16/2023	30049175-02		64025	67177		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		760.00	760.00				
770	Grimco Inc	0000		EFT	03/15/2023	30049175-01		64520	67691		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		69.00	69.00				
						CHECK TOTAL	1,004.50				
3692	HADDEN, MATTHEW & SAN	0000		INV	03/14/2023	64484		64484	67652		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		30.99	30.99				
						CHECK TOTAL	30.99				
1496	Hageman Investments,	0000	22300242	EFT	03/08/2023	2022B		64643	67819		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		24,141.87	24,141.87				

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WARRANT: 31423 03/10/2023
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	24,141.87			
1447	Hagerman Inc	0000		EFT	02/21/2023	FPCC Disbursement 2		64261	67419	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 44920		GenMayorOf	CAPEXP		33,978.00				
							33,978.00			
						CHECK TOTAL	33,978.00			
1417	Hamilton County Recor	0000		INV	03/30/2023	LIENS31023P		65037	68246	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60601013 43100		SewContr	PROSERVICE		100.00				
							100.00			
						CHECK TOTAL	100.00			
1446	Hamilton County Treas	0000		INV	03/12/2023	123DEFERRAL		63866	67014	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27021011 43100		DEFMAYOR	PROSERVICE		1,035.00				
							1,035.00			
1446	Hamilton County Treas	0000		INV	03/31/2023	FEB23DEFERRAL		64693	67872	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27021011 43100		DEFMAYOR	PROSERVICE		570.00				
							570.00			
						CHECK TOTAL	1,605.00			
2053	Rodney V Hartley	0000	22201007	EFT	03/16/2023	2732		64014	67165	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		16,360.00				
							16,360.00			
2053	Rodney V Hartley	0000	22300149	EFT	03/23/2023	2733		64647	67824	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		8,445.00				
							8,445.00			
2053	Rodney V Hartley	0000	22300290	EFT	04/01/2023	2734		64873	68075	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		7,875.00				
							7,875.00			

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WARRANT: 31423 03/10/2023
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2053	Rodney V Hartley	0000	22300112	EFT	04/06/2023	2735		64978	68182	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			5,039.00	5,039.00			
2053	Rodney V Hartley	0000		EFT	04/06/2023	2736		64979	68183	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr PROSERVICE			125.00	125.00			
						CHECK TOTAL	37,844.00			
1492	James Hawkins	0000		INV	02/28/2023	01/19/2023		63851	66978	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43200		GenInvstgt COMMTRANS			141.00	141.00			
						CHECK TOTAL	141.00			
2474	HD Supply Facilities	0000	22201214	EFT	03/11/2023	264134		63906	67054	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			237.33	237.33			
2474	HD Supply Facilities	0000	22201214	EFT	03/19/2023	271690		64361	67522	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			1,123.13				
	2 60609014 42200		SewPWWaterOPERSUP			1,392.01	2,515.14			
2474	HD Supply Facilities	0000	22201263	EFT	03/19/2023	272889		64364	67525	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			250.05	250.05			
2474	HD Supply Facilities	0000		EFT	03/24/2023	277532		64773	67954	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild OPERSUP			114.78	114.78			
						CHECK TOTAL	3,117.30			
844	Heritage Crystal Clea	0000		EFT	03/25/2023	17877672		64507	67676	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild PROSERVICE			1,693.36				

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 User: Carrie Clark (clarkc)
 Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
								1,693.36			
							CHECK TOTAL	1,693.36			
3361	Heritage Landscape Su		0000		EFT	03/27/2023	0009437874-001		63881	67029	
							ACCOUNT DETAIL				
							LINE AMOUNT				
	1 10109013 42200			GenPWParks	OPERSUP			255.06			
							CHECK TOTAL	255.06			
1412	Hoosier Fire Equipmen		0000		EFT	02/17/2023	115059		64029	67181	
							ACCOUNT DETAIL				
							LINE AMOUNT				
	1 10105013 42200			GenLogist	OPERSUP			407.60			
							CHECK TOTAL	407.60			
1412	Hoosier Fire Equipmen		0000	22200110	EFT	02/17/2023	115064		64033	67185	
							ACCOUNT DETAIL				
							LINE AMOUNT				
	1 10105015 42231			GenSafeTr	UNIFORMS			233.15			
	2 10105015 42200			GenSafeTr	OPERSUP			100.00			
	3 10105015 42231			GenSafeTr	UNIFORMS			774.50			
							CHECK TOTAL	1,107.65			
1412	Hoosier Fire Equipmen		0000	22201285	EFT	02/27/2023	115182		64303	67464	
							ACCOUNT DETAIL				
							LINE AMOUNT				
	1 10105015 42200			GenSafeTr	OPERSUP			5,649.06			
	2 10105015 42231			GenSafeTr	UNIFORMS			14,398.29			
	3 10105016 42200			GenExAff	OPERSUP			793.40			
	4 10105016 42231			GenExAff	UNIFORMS			9.05			
							CHECK TOTAL	20,849.80			
1412	Hoosier Fire Equipmen		0000		EFT	03/04/2023	115221		64596	67771	
							ACCOUNT DETAIL				
							LINE AMOUNT				
	1 10105015 42231			GenSafeTr	UNIFORMS			765.00			
							CHECK TOTAL	765.00			
1412	Hoosier Fire Equipmen		0000	22201285	EFT	03/06/2023	115255		64637	67813	
							ACCOUNT DETAIL				
							LINE AMOUNT				
	1 10105015 42200			GenSafeTr	OPERSUP			941.93			
	2 10105015 42231			GenSafeTr	UNIFORMS			2,400.77			
	3 10105016 42200			GenExAff	OPERSUP			132.29			
	4 10105016 42231			GenExAff	UNIFORMS			1.51			
							CHECK TOTAL	3,476.50			
							CHECK TOTAL	26,606.55			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
708	Hoosier Portable Rest	0000		EFT	11/01/2022	66136		64499	67667	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,640.00				
							1,640.00			
						CHECK TOTAL	1,640.00			
2045	The Huntington Nation	0000		EFT	03/01/2023	50113		64638	67814	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43100		FishersI69	PROSERVICE		2,000.00				
							2,000.00			
						CHECK TOTAL	2,000.00			
3706	Hyung K. Cho	0000		INV	03/14/2023	64498		64498	67666	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		351.36				
							351.36			
						CHECK TOTAL	351.36			
860	Icon Enterprises Inc	0000	22201266	EFT	04/03/2023	252981		64264	67424	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		10,000.00				
	2 10101012 43100		GenBSG	PROSERVICE		28,889.38				
							38,889.38			
860	Icon Enterprises Inc	0000	22300296	EFT	05/06/2023	255373		64872	68074	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		4,500.00				
							4,500.00			
						CHECK TOTAL	43,389.38			
2770	Incentive Services In	0000		EFT	12/30/2023	00107538		64989	68193	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		197.65				
	2 60601011 42200		SewMayor	OPERSUP		321.61				
							519.26			
2770	Incentive Services In	0000		EFT	03/02/2023	00108692		64990	68194	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		1,698.61				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2770	Incentive Services In	0000		EFT	01/30/2023	00108244	1,698.61	64991		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		1,532.18				
							1,532.18			
						CHECK TOTAL	3,750.05			
735	Indiana Municipal Law	0000		EFT	03/18/2023	IMLA2023		64528	67699	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		85.00				
							85.00			
						CHECK TOTAL	85.00			
1543	Indiana Oxygen Compan	0000		EFT	03/02/2023	10088533		63826	66972	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		138.88				
							138.88			
1543	Indiana Oxygen Compan	0000		EFT	03/02/2023	10088503		63920	67068	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		45.88				
							45.88			
1543	Indiana Oxygen Compan	0000		EFT	03/03/2023	10087286		63927	67076	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		88.66				
							88.66			
1543	Indiana Oxygen Compan	0000		EFT	03/04/2023	10082728		64459	67624	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		1,017.75				
							1,017.75			
1543	Indiana Oxygen Compan	0000		EFT	03/30/2023	10106900		64796	67978	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		80.08				
							80.08			
						CHECK TOTAL	1,371.25			
3232	Indiana Restaurant &	0000		EFT	04/06/2023	2945		64936	68141	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 42200		CHD	OPERSUP		1,265.00				

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 User: Carrie Clark (clarkc)
 Program ID: apwarrrt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
							1,265.00				
						CHECK TOTAL	1,265.00				
2399	Indiana Testing Inc	0000		EFT	03/26/2023	66609		64720	67900		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE			70.00				
							70.00				
2399	Indiana Testing Inc	0000		EFT	04/02/2023	67110		64794	67976		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE			65.00				
	2 62609014 43100		SWPWWater	PROSERVICE			65.00				
							130.00				
						CHECK TOTAL	200.00				
793	Indiana Underground P	0000		EFT	03/07/2023	103094		63964	67113		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62603011 43100		SWPI	PROSERVICE			1,494.35				
							1,494.35				
793	Indiana Underground P	0000		EFT	04/06/2023	103723		64894	68097		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62603011 43100		SWPI	PROSERVICE			1,576.05				
							1,576.05				
						CHECK TOTAL	3,070.40				
2615	Indiana Vital Records	0000		EFT	03/14/2023	MbrDues'23_BH		64417	67579		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43200		CHD	COMMTRANS			35.00				
							35.00				
2615	Indiana Vital Records	0000		EFT	04/07/2023	IVRAConf'23_BH		64862	68064		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43200		CHD	COMMTRANS			50.00				
							50.00				
2615	Indiana Vital Records	0000		EFT	03/31/2023	MbrDues'23_JS		64908	68111		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43200		CHD	COMMTRANS			35.00				
							35.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2615	Indiana Vital Records	0000		EFT	04/07/2023	IVRAConf23_JS		64925	68128	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21205058 43200		CHD	COMMTANS		50.00				
							50.00			
						CHECK TOTAL	170.00			
1753	Indianapolis Power &	0000	22300027	INV	03/28/2023	1560813		64973	68177	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		300.00				
							300.00			
						CHECK TOTAL	300.00			
1753	Indianapolis Power &	0000	22300027	INV	03/28/2023	1599592		64974	68178	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		600.00				
							600.00			
						CHECK TOTAL	600.00			
733	Innovative Integratio	0000		EFT	03/03/2023	39858		64238	67394	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		175.00				
							175.00			
						CHECK TOTAL	175.00			
948	Integrity Fire Protec	0000	22300305	EFT	03/24/2023	ITM1019		64984	68188	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		10,110.00				
							10,110.00			
						CHECK TOTAL	10,110.00			
1820	Intellicorp Records,	0000		EFT	03/28/2023	1363395		64679	67857	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101015 43100		GenHR	PROSERVICE		352.00				
							352.00			
						CHECK TOTAL	352.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1823	Irving Materials, Inc	0000		EFT	03/10/2023	71184036		63916	67065		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		642.48					
							642.48				
						CHECK TOTAL	642.48				
3700	James & Peggy Torres	0000		INV	03/14/2023	64492		64492	67660		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		45.15					
							45.15				
						CHECK TOTAL	45.15				
3680	Jane Girl Media LLC d	0000		EFT	01/20/2023	0001285		64195	67351		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43300		GenPR	PRINTADVER		1,650.00					
							1,650.00				
3680	Jane Girl Media LLC d	0000		EFT	02/20/2023	0001323		64197	67353		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43300		GenPR	PRINTADVER		1,650.00					
							1,650.00				
						CHECK TOTAL	3,300.00				
165	Janus Developmental S	0000		EFT	03/09/2023	15240		64530	67701		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf	PROSERVICE		1,000.00					
							1,000.00				
						CHECK TOTAL	1,000.00				
3701	Jayson Watt	0000		INV	03/14/2023	64493		64493	67661		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		15.98					
							15.98				
						CHECK TOTAL	15.98				
3694	JD HOLLY PROPERTIES L	0000		INV	03/14/2023	64486		64486	67654		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		30.98					
							30.98				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	30.98			
2285	Jefferson Electric LL	0000	22300222	EFT	03/09/2023	12297		64717	67897	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			5,550.00				
	2 10109013 43100		GenPWParks PROSERVICE			375.00				
							5,925.00			
2285	Jefferson Electric LL	0000	22201011	EFT	03/10/2023	12300		64718	67898	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE			4,000.00				
							4,000.00			
						CHECK TOTAL	9,925.00			
3256	Jeffery Meyer	0000	22201275	EFT	02/27/2023	038940		64077	67231	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60606010 43100		SewFleet PROSERVICE			28.62				
							28.62			
3256	Jeffery Meyer	0000	22201298	EFT	03/16/2023	2162023-1		64098	67252	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42200		MVHFleet OPERSUP			6,220.29				
							6,220.29			
3256	Jeffery Meyer	0000	22201274	EFT	03/03/2023	039010		64101	67255	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet PROSERVICE			2,856.65				
							2,856.65			
3256	Jeffery Meyer	0000	22201292	EFT	03/16/2023	2162023-2		64137	67291	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet OPERSUP			26,117.54				
							26,117.54			
3256	Jeffery Meyer	0000		EFT	03/01/2023	038986		64146	67300	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62606010 42200		SWFleet OPERSUP			4.35				
							4.35			
3256	Jeffery Meyer	0000		EFT	03/03/2023	039000		64147	67301	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62606010 42200		SWFleet OPERSUP			21.78				
							21.78			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3256	Jeffery Meyer			0000		EFT	03/07/2023	039033		64148	67302	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	62606010	42200		SWFleet	OPERSUP			38.57			
									38.57			
3256	Jeffery Meyer			0000		EFT	03/15/2023	039070		64149	67303	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	62606010	42200		SWFleet	OPERSUP			686.08			
									686.08			
3256	Jeffery Meyer			0000		EFT	03/06/2023	039022		64151	67305	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE			55.82			
									55.82			
3256	Jeffery Meyer			0000		EFT	03/03/2023	039018		64152	67306	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE			731.52			
									731.52			
3256	Jeffery Meyer			0000		EFT	03/06/2023	039029		64153	67307	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE			90.48			
									90.48			
3256	Jeffery Meyer			0000		EFT	03/02/2023	038991		64154	67308	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE			874.24			
									874.24			
3256	Jeffery Meyer			0000		EFT	02/28/2023	038955		64155	67309	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE			1,624.07			
									1,624.07			
3256	Jeffery Meyer			0000	22300220	EFT	03/03/2023	039007		64241	67398	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE			3,111.76			
									3,111.76			
3256	Jeffery Meyer			0000	22300221	EFT	03/03/2023	039003		64242	67399	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	43100		GenFleet	PROSERVICE			2,501.33			
									2,501.33			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3256	Jeffery Meyer			0000		EFT	01/01/2023	038519		64271	67431	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10108015	42200		GenPDSpprt	OPERSUP			3.33			
									3.33			
3256	Jeffery Meyer			0000	22201273	EFT	03/16/2023	2162023		64382	67543	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60606010	42200		SewFleet	OPERSUP			306.64			
	2	60606010	42200		SewFleet	OPERSUP			12,715.06			
									13,021.70			
3256	Jeffery Meyer			0000		EFT	03/14/2023	039063		64763	67944	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	62606010	42200		SWFleet	OPERSUP			4.35			
									4.35			
3256	Jeffery Meyer			0000	22201292	EFT	04/06/2023	362023-1		64784	67965	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10106010	42200		GenFleet	OPERSUP			14,830.53			
									14,830.53			
3256	Jeffery Meyer			0000	22201274	EFT	03/14/2023	039064		64798	67979	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20106010	43100		MVHFleet	PROSERVICE			65.48			
									65.48			
3256	Jeffery Meyer			0000	22201274	EFT	03/22/2023	039125		64799	67980	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20106010	43100		MVHFleet	PROSERVICE			97.65			
									97.65			
3256	Jeffery Meyer			0000	22201298	EFT	04/06/2023	362023-2		64802	67983	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20106010	42200		MVHFleet	OPERSUP			306.89			
									306.89			
3256	Jeffery Meyer			0000	22300288	EFT	04/06/2023	362023		64870	68072	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60606010	42200		SewFleet	OPERSUP			3,299.93			
									3,299.93			
3256	Jeffery Meyer			0000		EFT	03/21/2023	039117		64895	68098	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	62603011	42200		SWPI	OPERSUP			74.38			
									74.38			

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WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3256	Jeffery Meyer	0000		EFT	03/23/2023	039129		64896	68099		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62603011 42200		SWPI	OPERSUP		161.14					
							161.14				
3256	Jeffery Meyer	0000	22300311	EFT	04/05/2023	362023-3		65010	68214		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		9,703.72					
							9,703.72				
3256	Jeffery Meyer	0000	22300299	EFT	03/28/2023	039185		65011	68218		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		2,184.07					
							2,184.07				
3256	Jeffery Meyer	0000	22300300	EFT	03/17/2023	039101		65012	68220		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62606010 43100		SWFleet	PROSERVICE		5,518.42					
							5,518.42				
3256	Jeffery Meyer	0000	22300298	EFT	03/28/2023	039182		65014	68222		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106010 43100		GenFleet	PROSERVICE		2,288.20					
							2,288.20				
						CHECK TOTAL	96,522.89				
3697	Jenni Burt	0000		INV	03/14/2023	64489		64489	67657		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		87.23					
							87.23				
						CHECK TOTAL	87.23				
878	Jennifer C Messer PC	0000	22300094	EFT	03/14/2023	FEB2023		64632	67808		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43101		GenMayorOf	LGLSVCS		12,857.14					
	2 60601011 43101		SewMayor	LGLSVCS		7,142.86					
							20,000.00				
						CHECK TOTAL	20,000.00				
2308	Jobsite Supply Inc	0000		EFT	03/26/2023	3189947		64770	67951		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1,009.46					

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WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							1,009.46			
						CHECK TOTAL	1,009.46			
3674	Joe McCaslin	0000		EFT	03/06/2023	02042023		63938	67087	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE			600.00			
							600.00			
						CHECK TOTAL	600.00			
3146	Joseph C Rebber & Bar	0000		INV	03/23/2023	P35-CRB ADD'L		64663	67839	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27084010 44100		RIFEng	LAND			60,000.00			
							60,000.00			
						CHECK TOTAL	60,000.00			
3696	Joseph D Becker	0000		INV	03/14/2023	64488		64488	67656	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES			79.62			
							79.62			
						CHECK TOTAL	79.62			
2915	Julie A Setmeyer	0000		EFT	03/23/2023	2JANUARY		64301	67462	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE			1,135.00			
							1,135.00			
2915	Julie A Setmeyer	0000		EFT	03/23/2023	18		64412	67574	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE			1,885.00			
							1,885.00			
						CHECK TOTAL	3,020.00			
3578	KDC Body Shop Inc	0000	22201373	EFT	03/27/2023	53397		64710	67890	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE			5,758.19			
	2 10106010 43100		GenFleet	PROSERVICE			1,000.00			
							6,758.19			
						CHECK TOTAL	6,758.19			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
116	Kiesler Police Supply	0000	22200740	EFT	12/09/2022	IN201953		63926	67074	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		7,318.00				
							7,318.00			
						CHECK TOTAL	7,318.00			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112388155.001		63901	67049	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		50.29				
							50.29			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112377231.001		64034	67186	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		16.67				
							16.67			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112392857.002		64035	67187	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		293.70				
							293.70			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112392857.001		64036	67188	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		366.54				
							366.54			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112395714.001		64049	67202	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		175.59				
							175.59			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112348426.001		64142	67296	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		919.18				
							919.18			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112348426.002		64143	67297	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		442.26				
							442.26			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112348426.004		64144	67298	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		-344.98				
							-344.98			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112388155.002		64463	67629	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		226.23				
							226.23			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112401767.001		64464	67630	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		206.99				
							206.99			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112401772.001		64465	67631	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		142.70				
							142.70			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112384489.001		64518	67689	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		23.80				
							23.80			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112384489.002		64519	67690	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		361.76				
							361.76			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112410189.001		64525	67696	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		14.56				
							14.56			
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112401772.002		64566	67738	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		251.59				
							251.59			
150	Kirby Risk Corporatio	0000		EFT	04/30/2023	S112320348.002		64703	67882	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		67.17				
							67.17			
150	Kirby Risk Corporatio	0000		EFT	04/30/2023	S112420834.001		64704	67883	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		1,482.14				
							1,482.14			

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Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
150	Kirby Risk Corporatio	0000		EFT	04/30/2023	S112421922.001		64705	67884		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		49.54					
							49.54				
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112406700.001		64928	68131		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		22.76					
							22.76				
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112406700.002		64932	68135		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		22.76					
							22.76				
150	Kirby Risk Corporatio	0000		EFT	03/31/2023	S112388155.003		64935	68140		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		132.00					
							132.00				
150	Kirby Risk Corporatio	0000		EFT	04/30/2023	S112420834.002		64956	68160		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		18.99					
							18.99				
						CHECK TOTAL	4,942.24				
117	Kleen-It Group, Inc	0000		EFT	02/23/2023	83337		63871	67019		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 43100		GenPatrol	PROSERVICE		200.00					
							200.00				
117	Kleen-It Group, Inc	0000		EFT	03/15/2023	83394		64712	67892		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,078.00					
							1,078.00				
117	Kleen-It Group, Inc	0000		EFT	03/15/2023	83395		64713	67893		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		1,080.00					
							1,080.00				
117	Kleen-It Group, Inc	0000	22300142	EFT	03/15/2023	83396		64714	67894		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		39,448.50					
							39,448.50				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	41,806.50			
152	Krieg Devault LLP	0000	22300124	EFT	02/21/2023	537400		64352	67513	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43101		GenMayorOf	LGLSVCS		5,500.00				
							5,500.00			
152	Krieg Devault LLP	0000	22300124	EFT	01/18/2023	534605		64685	67864	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43101		GenMayorOf	LGLSVCS		5,500.00				
							5,500.00			
						CHECK TOTAL	11,000.00			
221	Language Line Service	0000		EFT	03/30/2023	10946864		64741	67922	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10102100 43100		GenCourt	PROSERVICE		676.28				
							676.28			
						CHECK TOTAL	676.28			
208	Ethan Lee	0000		INV	03/03/2023	MARCH2023		64768	67949	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101015 43200		GenHR	COMMTTRANS		55.06				
							55.06			
						CHECK TOTAL	55.06			
3676	Life Technologies Cor	0000	22300238	EFT	03/18/2023	77187734		64377	67538	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43100		GenInvstgt	PROSERVICE		13,725.00				
							13,725.00			
						CHECK TOTAL	13,725.00			
218	Lifeline Data Centers	0000	22201313	EFT	03/31/2023	33507		64809	67990	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		3,171.15				
	2 60606050 43100		SewIT	PROSERVICE		176.18				
	3 62606050 43100		SWIT	PROSERVICE		176.18				
							3,523.51			
						CHECK TOTAL	3,523.51			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023

DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2117	LiveTiles Corp	0000	22300246	EFT	03/12/2023	INV-3984		64831	68012		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		16,050.00					
							16,050.00				
						CHECK TOTAL	16,050.00				
498	Logan Street Signs &	0000		EFT	02/10/2023	64030		64161	67315		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		31.50					
							31.50				
498	Logan Street Signs &	0000		EFT	03/23/2023	64122		64623	67798		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 42200		GenPDAdmin	OPERSUP		10.00					
							10.00				
						CHECK TOTAL	41.50				
289	Macallister Machinery	0000		EFT	03/17/2023	R64505779301		64138	67292		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		669.00					
							669.00				
289	Macallister Machinery	0000	22300236	EFT	03/16/2023	R64496783903		64419	67581		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		6,119.00					
							6,119.00				
289	Macallister Machinery	0000	22300227	EFT	03/14/2023	R64497219603		64421	67583		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		4,819.00					
							4,819.00				
289	Macallister Machinery	0000		EFT	03/17/2023	SC6572602		64579	67754		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 43100		MVHFleet	PROSERVICE		85.50					
							85.50				
289	Macallister Machinery	0000		EFT	03/23/2023	SC6599320		64581	67756		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106010 43100		MVHFleet	PROSERVICE		-18.00					
							-18.00				
						CHECK TOTAL	11,674.50				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
23	Maribeth Smith & Asso	0000	22300116	EFT	03/31/2023	5349		64666	67842	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		4,375.00				
							4,375.00			
						CHECK TOTAL	4,375.00			
253	Martin Marietta Mater	0000		EFT	03/08/2023	38068349		63805	66950	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		953.27				
							953.27			
253	Martin Marietta Mater	0000	22300214	EFT	03/05/2023	38064097		63925	67075	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		3,278.46				
							3,278.46			
253	Martin Marietta Mater	0000		EFT	03/09/2023	38081480		63936	67085	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		321.99				
							321.99			
253	Martin Marietta Mater	0000		EFT	03/11/2023	38103506		64517	67688	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		239.88				
							239.88			
253	Martin Marietta Mater	0000		EFT	03/19/2023	38167375		64538	67709	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		799.56				
							799.56			
253	Martin Marietta Mater	0000	22300293	EFT	03/29/2023	38233932		64868	68070	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		2,550.48				
							2,550.48			
						CHECK TOTAL	8,143.64			
2199	Mathew David Reeves	0000		INV	03/24/2023	Matt Reeves 2.22.23		64575	67750	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 43200		SWPWWater	COMMTRANS		20.00				
							20.00			
						CHECK TOTAL	20.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
3698	Maxwell & Gwendolyn R	0000		INV	03/14/2023	64490		64490	67658		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		39.80					
							39.80				
						CHECK TOTAL	39.80				
2236	McKesson Medical-Surg	0000		EFT	03/09/2023	52182458		64415	67577		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD	OPERSUP		203.17					
							203.17				
						CHECK TOTAL	203.17				
2743	Med-Bill Corporation	0000	22200013	EFT	03/30/2023	MB-8219		64634	67811		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		3,806.17					
	2 10105012 43100		GenEMS	PROSERVICE		5,231.21					
							9,037.38				
						CHECK TOTAL	9,037.38				
542	Melissa Kaye Brennema	0000	22200756	EFT	04/05/2023	1274		64813	67994		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606050 43100		SewIT	PROSERVICE		3,404.76					
	2 62606050 43100		SWIT	PROSERVICE		2,672.74					
	3 10106050 43100		GenIT	PROSERVICE		790.49					
	4 60606050 43100		SewIT	PROSERVICE		329.38					
	5 62606050 43100		SWIT	PROSERVICE		197.63					
							7,395.00				
						CHECK TOTAL	7,395.00				
266	Menard Inc	0000		EFT	03/10/2023	56092		63804	66949		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		117.92					
							117.92				
266	Menard Inc	0000		EFT	03/04/2023	55811		63853	67001		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42303		GenParks	TLSEQPT		386.95					
							386.95				

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Detail Invoice List

WARRANT: 31423 03/10/2023
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	02/28/2023	55512		63863	67011		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		55.89	55.89				
266	Menard Inc	0000		EFT	03/13/2023	56257		63952	67102		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		251.50	251.50				
266	Menard Inc	0000		EFT	03/15/2023	56323		63953	67103		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP		175.80	175.80				
266	Menard Inc	0000		EFT	03/07/2023	55944		64038	67190		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42303		GenParks	TLSEQPT		14.23	14.23				
266	Menard Inc	0000		EFT	03/10/2023	56121		64039	67191		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42303		GenParks	TLSEQPT		29.90	29.90				
266	Menard Inc	0000		EFT	03/01/2023	55649		64052	67205		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		443.04	443.04				
266	Menard Inc	0000		EFT	03/17/2023	56433		64145	67299		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		134.89	134.89				
266	Menard Inc	0000		EFT	03/08/2023	55977		64170	67325		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		179.99	179.99				
266	Menard Inc	0000		EFT	03/08/2023	55978		64171	67326		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		245.40	245.40				

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Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	03/22/2023	56694		64270	67430		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr	OPERSUP		208.45	208.45				
266	Menard Inc	0000		EFT	03/19/2023	56573		64473	67639		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		6.22	6.22				
266	Menard Inc	0000		EFT	03/14/2023	56413		64478	67644		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		187.80	187.80				
266	Menard Inc	0000		EFT	03/25/2023	56920		64531	67702		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		19.98	19.98				
266	Menard Inc	0000		EFT	03/17/2023	56434		64534	67705		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		17.41	17.41				
266	Menard Inc	0000		EFT	03/19/2023	56548		64536	67707		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 42200		SWPWWater	OPERSUP		99.99	99.99				
266	Menard Inc	0000		EFT	03/10/2023	56083		64542	67713		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		58.62	58.62				
266	Menard Inc	0000		EFT	03/10/2023	56082		64543	67714		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		165.19	165.19				
266	Menard Inc	0000		EFT	03/10/2023	56084		64544	67715		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		126.85	126.85				

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WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
266	Menard Inc	0000		EFT	03/11/2023	56141		64545	67716	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		128.60	128.60			
266	Menard Inc	0000		EFT	03/26/2023	56967		64557	67728	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		1,200.88	1,200.88			
266	Menard Inc	0000		EFT	03/26/2023	56977		64558	67729	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		23.44	23.44			
266	Menard Inc	0000		EFT	03/16/2023	56370		64564	67736	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		180.42	180.42			
266	Menard Inc	0000		EFT	03/17/2023	56430		64589	67764	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		109.90	109.90			
266	Menard Inc	0000		EFT	03/18/2023	56484		64590	67765	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		168.00	168.00			
266	Menard Inc	0000		EFT	03/18/2023	56498		64591	67766	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		59.04	59.04			
266	Menard Inc	0000		EFT	03/31/2023	57231		64654	67830	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		132.45	132.45			
266	Menard Inc	0000		EFT	03/22/2023	56723		64901	68104	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		6.96	6.96			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
266	Menard Inc		0000		EFT	03/23/2023	56765		64902	68105	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP			13.32			
266	Menard Inc		0000		EFT	03/25/2023	56935		64903	68106	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP			100.89			
266	Menard Inc		0000		EFT	04/06/2023	57581		64951	68155	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 42200		SewPWWater	OPERSUP			5.12			
266	Menard Inc		0000		EFT	03/25/2023	56893		65021	68229	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			68.47			
266	Menard Inc		0000		EFT	03/23/2023	56749		65022	68230	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks	OPERSUP			322.05			
266	Menard Inc		0000		EFT	03/22/2023	56687		65023	68231	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 42200		GenPWParks	OPERSUP			179.97			
266	Menard Inc		0000		EFT	03/22/2023	56688		65024	68232	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			445.63			
							CHECK TOTAL	6,071.16			
2763	Michael A Kaufmann		0000	22300287	EFT	02/10/2023	FishersFireEMS		64875	68077	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101012 43100		GenBSG	PROSERVICE			2,695.00			
							CHECK TOTAL	2,695.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
434	Michael A Reuter Cons	0000		EFT	04/01/2023	Reuter423		64657	67833	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60601013 43100		SewContr	PROSERVICE		2,311.00				
							2,311.00			
						CHECK TOTAL	2,311.00			
233	Mid-State Truck Equip	0000		EFT	01/16/2023	122626		64715	67895	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		391.13				
							391.13			
						CHECK TOTAL	391.13			
3288	Midwest Fiber Holding	0000	22201315	EFT	03/30/2023	E-2303011760378		64808	67989	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE		1,375.00				
	2 10106050 43100		GenIT	PROSERVICE		850.00				
							2,225.00			
						CHECK TOTAL	2,225.00			
278	Midwest Regional Turf	0000		EFT	03/17/2023	02.15.2023		64175	67329	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		200.00				
							200.00			
						CHECK TOTAL	200.00			
254	Miller's Autobody, In	0000	22201075	EFT	03/15/2023	62514		64050	67203	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		909.56				
							909.56			
254	Miller's Autobody, In	0000		EFT	03/28/2023	105577		64602	67777	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		1,000.00				
							1,000.00			
						CHECK TOTAL	1,909.56			
2922	Miss Liz the Science	0000		EFT	03/18/2023	264		64275	67435	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,260.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023

DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							1,260.00			
						CHECK TOTAL	1,260.00			
1800	Mohler Family Farms I	0000	22300229	EFT	03/16/2023	Fish2023-1		64184	67340	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE				3,456.00			
							3,456.00			
						CHECK TOTAL	3,456.00			
2626	Mountain Glacier LLC	0000		EFT	04/06/2023	0900352148		64949	68153	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				51.64			
							51.64			
						CHECK TOTAL	51.64			
968	MRO Supply LLC	0000		EFT	03/20/2023	22965		64567	67739	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild OPERSUP				56.95			
							56.95			
						CHECK TOTAL	56.95			
3583	MTEK Armor Group LLC	0000	22300247	EFT	01/30/2023	SM0210		64381	67539	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27058010 42200		GRNTPD OPERSUP				29,925.00			
							29,925.00			
						CHECK TOTAL	29,925.00			
845	Multi Service Technol	0000		EFT	03/02/2023	991-1-58138		63903	67051	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater OPERSUP				170.99			
							170.99			
845	Multi Service Technol	0000		EFT	03/12/2023	579-1-40728		63904	67052	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild OPERSUP				200.00			
							200.00			
845	Multi Service Technol	0000		EFT	03/12/2023	991-1-57301		63907	67055	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP				193.49			

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 User: Carrie Clark (clarkc)
 Program ID: apwarrrt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							193.49			
845	Multi Service Technol	0000		EFT	03/12/2023	991-1-57424		63908	67056	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		200.00				
							200.00			
845	Multi Service Technol	0000		EFT	03/12/2023	784-1-69707		63909	67057	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		193.99				
							193.99			
845	Multi Service Technol	0000		EFT	03/12/2023	991-1-58256		63910	67058	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		200.00				
							200.00			
845	Multi Service Technol	0000		EFT	03/12/2023	991-1-58257		63912	67060	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		200.00				
							200.00			
845	Multi Service Technol	0000		EFT	03/12/2023	579-1-40690		63913	67061	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		200.00				
							200.00			
845	Multi Service Technol	0000		EFT	03/12/2023	579-1-40805		63914	67062	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		200.00				
							200.00			
845	Multi Service Technol	0000		EFT	03/30/2023	991-1-59157		64658	67834	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		197.99				
							197.99			
						CHECK TOTAL	1,956.46			
234	Municipal Emergency S	0000		EFT	03/12/2023	IN1830029		63921	67070	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		465.00				
							465.00			
234	Municipal Emergency S	0000		EFT	03/25/2023	IN1836028		64621	67796	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP		930.00				

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 User: Carrie Clark (clarkc)
 Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
							930.00				
						CHECK TOTAL	1,395.00				
273	Robert Murray	0000		INV	02/28/2023	F23-126		63857	67006		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43200		GenPDSprpt	COMMTTRANS			364.00				
						CHECK TOTAL	364.00				
903	NCH Corporation	0000		EFT	03/04/2023	8131907		64582	67757		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP			461.38				
						CHECK TOTAL	461.38				
903	NCH Corporation	0000		EFT	03/10/2023	8138720		64775	67956		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE			360.00				
						CHECK TOTAL	360.00				
903	NCH Corporation	0000		EFT	03/11/2023	8141051		64780	67961		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP			766.40				
						CHECK TOTAL	766.40				
						CHECK TOTAL	1,587.78				
2716	Nelson & Co LLC	0000		EFT	03/27/2023	SI-135045		64617	67792		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP			14.40				
						CHECK TOTAL	14.40				
327	Nelson Alarm Inc.	0000		INV	12/21/2022	22120588A		64619	67794		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE			450.00				
						CHECK TOTAL	450.00				
327	Nelson Alarm Inc.	0000		INV	03/21/2023	23031061		64810	67991		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE			450.00				
						CHECK TOTAL	450.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
327	Nelson Alarm Inc.	0000		INV	03/21/2023	23030758		64820	68001		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		150.00					
	2 10106050 43100		GenIT	PROSERVICE		43.00					
							193.00				
						CHECK TOTAL	1,093.00				
3717	Norfolk Southern Rail	0000		INV	03/14/2023	NS_LL_GRANT		64942	68146		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43100		FishersI69	PROSERVICE		500.00					
							500.00				
						CHECK TOTAL	500.00				
3313	Nova Healthcare IN LL	0000		EFT	03/09/2023	000002235434		63930	67079		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		136.18					
							136.18				
						CHECK TOTAL	136.18				
816	NuGenesis Inc	0000	22300312	EFT	04/06/2023	16705		65028	68236		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62609014 43100		SWPWWater	PROSERVICE		27,875.00					
							27,875.00				
						CHECK TOTAL	27,875.00				
590	Nugent Inc	0000		EFT	02/15/2023	1432329		64183	67339		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		94.13					
							94.13				
						CHECK TOTAL	94.13				
335	Office Three Sixty In	0000		EFT	03/08/2023	2506511		63808	66953		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		9.99					
							9.99				
335	Office Three Sixty In	0000		EFT	03/10/2023	2508892		63966	67115		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103011 42200		GenPI	OPERSUP		235.71					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
335	Office Three Sixty In	0000		EFT	03/22/2023	2500141	235.71			
	ACCOUNT DETAIL					LINE AMOUNT		64350	67511	
	1 10103012 42200		GenPZ	OPERSUP			42.72			
335	Office Three Sixty In	0000		EFT	03/30/2023	2525588	42.72	64668	67844	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			32.40			
335	Office Three Sixty In	0000		EFT	04/01/2023	2527797	32.40	64863	68065	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP			61.50			
						CHECK TOTAL	61.50			
							382.32			
2130	OfficeWorks Services	0000	22300278	EFT	02/28/2023	02-28-2023 Deposit		64811	67992	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 42200		GenIT	OPERSUP			3,787.50			
						CHECK TOTAL	3,787.50			
							3,787.50			
							3,787.50			
1600	Tom Okuszki	0000		INV	03/14/2023	03.02.23		64711	67891	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43200		GenPWBuild	COMMTRANS			169.39			
						CHECK TOTAL	169.39			
							169.39			
							169.39			
99991	Fishers Music Works	0000		INV	03/20/2023	022023FMW		64205	67361	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE			4,000.00			
						CHECK TOTAL	4,000.00			
							4,000.00			
							4,000.00			
343	OneZone Inc	0000		EFT	03/02/2023	71071		64430	67593	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21703012 43100		PZDON	PROSERVICE			300.00			
						CHECK TOTAL	300.00			
							300.00			
							300.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100				APCash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3704	OP SPE TPA1 LLC	0000		INV	03/14/2023	64496		64496	67664	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900	Sew		USERFEES		88.91				
							88.91			
						CHECK TOTAL	88.91			
347	Otis Elevator Company	0000		EFT	03/01/2023	100401067424		64133	67287	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100	GenPWBuild		PROSERVICE		762.21				
							762.21			
347	Otis Elevator Company	0000		EFT	03/01/2023	100401067517		64134	67288	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100	GenPWBuild		PROSERVICE		498.00				
							498.00			
347	Otis Elevator Company	0000		EFT	03/01/2023	100401067711		64135	67289	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100	GenPWParks		PROSERVICE		61.87				
							61.87			
						CHECK TOTAL	1,322.08			
3712	Otto-Meyer Inc	0000	22300273	EFT	02/10/2023	0491544-IN		64727	67907	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200	GenPWParks		OPERSUP		2,919.00				
							2,919.00			
						CHECK TOTAL	2,919.00			
1605	Chris Owens	0000		INV	04/06/2023	LDR50430L10L		64940	68144	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101015 43200	GenHR		COMMTRANS		1,000.00				
							1,000.00			
						CHECK TOTAL	1,000.00			
3668	Owens and Crawley LLC	0000	22300261	EFT	03/02/2023	20230131-CF		64673	67849	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 43513012 43100	THBC Art		PROSERVICE		5,000.00				
							5,000.00			
						CHECK TOTAL	5,000.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
359	Parkside Animal Hospi	0000		EFT	03/05/2023	570861		63956	67105		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 43100		GenPatrol	PROSERVICE		816.53					
							816.53				
359	Parkside Animal Hospi	0000		EFT	01/15/2023	564525		64053	67207		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		159.94					
							159.94				
359	Parkside Animal Hospi	0000		EFT	01/29/2023	565926		64079	67233		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		911.10					
							911.10				
359	Parkside Animal Hospi	0000		EFT	02/09/2023	567332		64083	67237		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		911.10					
							911.10				
359	Parkside Animal Hospi	0000		EFT	02/23/2023	569398		64085	67239		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		39.82					
							39.82				
359	Parkside Animal Hospi	0000		EFT	03/08/2023	571119		64087	67241		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		59.50					
							59.50				
359	Parkside Animal Hospi	0000		EFT	03/15/2023	572070		64092	67245		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		159.94					
							159.94				
359	Parkside Animal Hospi	0000		EFT	03/15/2023	572073		64093	67247		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 43100		GenPatrol	PROSERVICE		29.60					
							29.60				
359	Parkside Animal Hospi	0000		EFT	03/16/2023	572339		64096	67249		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 43100		GenPatrol	PROSERVICE		149.21					
							149.21				
						CHECK TOTAL	3,236.74				

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 User: Carrie Clark (clarkc)
 Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100			APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2899	Paul R Hansard	0000		EFT	03/02/2023	2023-1		63957	67106	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43100		GenPDSpprt	PROSERVICE		800.00				
							800.00			
						CHECK TOTAL	800.00			
1565	Mike Pedersen	0000		INV	02/28/2023	01/19/2023		63852	67000	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 43200		GenInvstgt	COMMTRANS		141.00				
							141.00			
						CHECK TOTAL	141.00			
3588	Peterson Architecture	0000	22201339	EFT	02/25/2023	23-0006-01		64168	67323	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		8,500.00				
							8,500.00			
						CHECK TOTAL	8,500.00			
360	Pitney Bowes, Inc.	0000		EFT	03/31/2023	3317118240		64789	67970	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 43100		GenFireAdm	PROSERVICE		69.63				
							69.63			
						CHECK TOTAL	69.63			
366	Plumbers Supply Compa	0000		EFT	03/25/2023	90390500		63902	67050	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		124.41				
							124.41			
366	Plumbers Supply Compa	0000		EFT	03/25/2023	90399550		64569	67742	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		71.70				
							71.70			
366	Plumbers Supply Compa	0000		EFT	03/25/2023	90399552		64570	67743	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		23.38				
							23.38			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
366	Plumbers Supply Compa	0000		EFT	03/25/2023	90403121		64571	67744		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		396.05					
							396.05				
366	Plumbers Supply Compa	0000		EFT	03/25/2023	90403189		64572	67747		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		718.65					
							718.65				
						CHECK TOTAL	1,334.19				
378	PowerDMS Inc	0000		EFT	03/19/2023	INV-32548		64259	67418		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108011 43100		GenPDAdmin	PROSERVICE		366.77					
							366.77				
						CHECK TOTAL	366.77				
379	PPG Architectural Fin	0000		EFT	03/15/2023	925902151641		64771	67952		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		131.54					
							131.54				
						CHECK TOTAL	131.54				
3328	Proveli LLC	0000		EFT	03/25/2023	54661		64767	67948		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		1,107.88					
							1,107.88				
3328	Proveli LLC	0000	22300292	EFT	04/01/2023	54648		64869	68071		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 42200		MVHPWStr	OPERSUP		2,562.00					
							2,562.00				
						CHECK TOTAL	3,669.88				
375	PTR, Inc.	0000		EFT	03/04/2023	155439		63812	66958		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		1,072.73					
							1,072.73				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
375	PTR, Inc.		0000		EFT	04/02/2023	155460		64812	67993	
ACCOUNT DETAIL							LINE AMOUNT				
1	10107010 43100		GenParks	PROSERVICE			1,072.73				
							CHECK TOTAL	1,072.73			
							2,145.46				
374	PVS Nolwood Chemicals		0000	22201246	EFT	03/12/2023	786588		64124	67277	
ACCOUNT DETAIL							LINE AMOUNT				
1	60609014 42200		SewPWWaterOPERSUP				11,052.83				
								11,052.83			
374	PVS Nolwood Chemicals		0000	22201246	EFT	03/23/2023	787747		64649	67825	
ACCOUNT DETAIL							LINE AMOUNT				
1	60609014 42200		SewPWWaterOPERSUP				10,976.81				
								10,976.81			
374	PVS Nolwood Chemicals		0000	22201246	EFT	03/31/2023	788651		64950	68154	
ACCOUNT DETAIL							LINE AMOUNT				
1	60609014 42200		SewPWWaterOPERSUP				10,838.08				
								10,838.08			
							CHECK TOTAL	32,867.72			
805	Republic Services of		0000		EFT	03/20/2023	0761-005923773		64758	67939	
ACCOUNT DETAIL							LINE AMOUNT				
1	10109012 43100		GenPWBuild	PROSERVICE			220.08				
								220.08			
805	Republic Services of		0000		EFT	03/20/2023	0761-005924371		65016	68224	
ACCOUNT DETAIL							LINE AMOUNT				
1	10109013 43100		GenPWParks	PROSERVICE			992.60				
								992.60			
805	Republic Services of		0000		EFT	03/20/2023	0761-005924270		65018	68226	
ACCOUNT DETAIL							LINE AMOUNT				
1	10109013 43100		GenPWParks	PROSERVICE			889.55				
								889.55			
805	Republic Services of		0000		EFT	03/20/2023	0761-005924269		65019	68227	
ACCOUNT DETAIL							LINE AMOUNT				
1	10109013 43100		GenPWParks	PROSERVICE			757.80				
								757.80			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
805	Republic Services of	0000		EFT	03/17/2023	0761-005919117		65020	68228		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		165.93					
						165.93					
						CHECK TOTAL	3,025.96				
422	Reynolds Farm Equipme	0000		EFT	03/10/2023	P00149		63929	67078		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		207.54					
						207.54					
422	Reynolds Farm Equipme	0000	22300254	EFT	03/17/2023	P02142		64418	67580		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		2,739.84					
						2,739.84					
						CHECK TOTAL	2,947.38				
2473	RF Manufacturing Inc	0000	22200880	EFT	02/28/2023	15809		64659	67835		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		34,000.00					
						34,000.00					
						CHECK TOTAL	34,000.00				
445	Rieth-Riley Construct	0000		EFT	03/03/2023	501786		64723	67903		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20209011 42200		LRSPWSTR	OPERSUP		1,519.50					
						1,519.50					
						CHECK TOTAL	1,519.50				
3138	Rocket Science Cleani	0000		EFT	03/02/2023	22257		64674	67850		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		125.00					
						125.00					
						CHECK TOTAL	125.00				
440	RQAW Corporation	0000	22300186	EFT	03/02/2023	13123-11		64097	67251		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60854010 43100		SWRCPTENG	PROSERVICE		2,400.00					
						2,400.00					
						CHECK TOTAL	2,400.00				

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WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	2,400.00			
440	RQAW Corporation	0000	22200965	EFT	03/02/2023	13123-105		64983	68187	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27084010 44200		RIFEng	INFRSTR			10,075.00			
	2 27084010 44200		RIFEng	INFRSTR			11,825.00			
							21,900.00			
						CHECK TOTAL	21,900.00			
3031	Runyon Equipment Rent	0000		EFT	03/16/2023	641270		64139	67293	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE			1,350.00			
							1,350.00			
						CHECK TOTAL	1,350.00			
466	Sharp Printing Servic	0000		EFT	03/11/2023	96166		63963	67112	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103011 42200		GenPI	OPERSUP			80.00			
							80.00			
466	Sharp Printing Servic	0000		EFT	03/13/2023	96128		64100	67254	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER			480.00			
							480.00			
466	Sharp Printing Servic	0000		EFT	03/10/2023	96143		64191	67347	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21703012 42200		PZDON	OPERSUP			120.00			
	2 10101015 42200		GenHR	OPERSUP			30.00			
							150.00			
466	Sharp Printing Servic	0000	22300232	EFT	03/10/2023	95929		64256	67414	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE			3,245.00			
							3,245.00			
466	Sharp Printing Servic	0000		EFT	03/23/2023	96205		64404	67566	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 43100		GenPDAdmin	PROSERVICE			1,182.50			
							1,182.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
466	Sharp Printing Servic	0000		EFT	03/24/2023	96302		64409	67571		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		310.00					
							310.00				
466	Sharp Printing Servic	0000		EFT	03/25/2023	96292		64630	67806		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		630.00					
							630.00				
						CHECK TOTAL	6,077.50				
3705	SIMPLE QUARTERS LLC	0000		INV	03/14/2023	64497		64497	67665		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60600000 34900		Sew	USERFEES		79.65					
							79.65				
						CHECK TOTAL	79.65				
1216	Simplifile LC	0000		EFT	03/30/2023	INTC46-02282023		64719	67899		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10102010 43100		GenClerk	PROSERVICE		114.75					
							114.75				
						CHECK TOTAL	114.75				
201	SiteOne Landscape Sup	0000	22300152	EFT	05/30/2023	126621297-0013		64987	68191		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		25,367.76					
							25,367.76				
201	SiteOne Landscape Sup	0000	22300152	EFT	05/30/2023	126621297-0014		64993	68197		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		12,683.88					
							12,683.88				
						CHECK TOTAL	38,051.64				
2372	Smyrna Ready Mix Conc	0000	22300230	EFT	03/09/2023	1020334809		64216	67373		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 44200		GenParks	INFRSTR		2,793.00					
							2,793.00				
						CHECK TOTAL	2,793.00				

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Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2817	Sprout Social Inc	0000	22300199	EFT	12/13/2022	INV-30217		63837	66983		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101012 43100		GenBSG	PROSERVICE		27,000.00					
	2 10101016 43100		GenPR	PROSERVICE		7,132.14					
							34,132.14				
						CHECK TOTAL	34,132.14				
3675	St George Orthodox Ch	0000		EFT	03/20/2023	022023STG		64202	67358		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 43100		GenPZ	PROSERVICE		6,500.00					
							6,500.00				
						CHECK TOTAL	6,500.00				
2114	St Vincent Health, We	0000	22200703	EFT	03/30/2023	20-40212		64750	67931		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		495.36					
							495.36				
2114	St Vincent Health, We	0000		EFT	03/30/2023	20-40214		64751	67932		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		204.64					
							204.64				
						CHECK TOTAL	700.00				
1749	Jeffrey Stephenson	0000		INV	04/07/2023	BUEX-C		64995	68199		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101015 43200		GenHR	COMMTRANS		1,000.00					
							1,000.00				
						CHECK TOTAL	1,000.00				
460	Stericycle, Inc.	0000		EFT	03/15/2023	4011635984		64752	67933		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 43100		GenEMS	PROSERVICE		79.95					
							79.95				
						CHECK TOTAL	79.95				
2878	Sterling Infosystems	0000		EFT	03/02/2023	9276053		63803	66948		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101015 43100		GenHR	PROSERVICE		45.00					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							45.00			
						CHECK TOTAL	45.00			
558	Stryker Sales Corpora	0000		EFT	02/06/2023	4010140M		64253	67411	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		41.04				
							41.04			
558	Stryker Sales Corpora	0000		EFT	02/08/2023	4012143M		64254	67412	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,350.00				
							1,350.00			
558	Stryker Sales Corpora	0000	22201055	EFT	02/16/2023	4020600M		64267	67427	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 44500		GenFireAdm	MACHEQPT		47,869.13				
	2 40205010 44500		CCDFIRE	MACHEQPT		3,864.63				
							51,733.76			
						CHECK TOTAL	53,124.80			
507	Sunbelt Rentals Inc	0000		EFT	03/08/2023	135688066-0001		64600	67775	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		314.77				
							314.77			
507	Sunbelt Rentals Inc	0000		EFT	03/10/2023	135688066-0002		64601	67776	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		271.18				
							271.18			
						CHECK TOTAL	585.95			
1808	Switch Offices LLC	0000		EFT	03/16/2023	221		64944	68148	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43700		FishersI69	RENTALS		293.75				
							293.75			
1808	Switch Offices LLC	0000		EFT	03/16/2023	220		64946	68150	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43700		FishersI69	RENTALS		911.48				
							911.48			
						CHECK TOTAL	1,205.23			

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Detail Invoice List

WARRANT: 31423 03/10/2023

DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
492	Synchrony Financial		0000		EFT	01/08/2023	004676GSHUEY		63983	67134	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		268.84	268.84			
492	Synchrony Financial		0000		EFT	04/08/2023	000000GSIYLC		64015	67166	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		176.84	176.84			
492	Synchrony Financial		0000		EFT	03/08/2023	004132GSKSCL		64016	67167	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		633.10	633.10			
492	Synchrony Financial		0000		EFT	03/16/2023	007609		64977	68181	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		49.64	49.64			
							CHECK TOTAL	1,128.42			
527	T&T Sales & Promotion		0000		EFT	03/03/2023	51227		64099	67253	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10107010 42200			GenParks	OPERSUP		1,190.00	1,190.00			
527	T&T Sales & Promotion		0000	22300211	EFT	03/10/2023	51252		64687	67866	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10107010 43100			GenParks	PROSERVICE		2,370.00	2,370.00			
527	T&T Sales & Promotion		0000	22300208	EFT	02/17/2023	51096		64688	67867	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10107010 43100			GenParks	PROSERVICE		3,582.70	3,582.70			
							CHECK TOTAL	7,142.70			
538	T3 Signs, Inc.		0000	22300282	EFT	03/29/2023	9421		64677	67853	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 62609014 42200			SWPWWater	OPERSUP		3,127.50	3,127.50			
							CHECK TOTAL	3,127.50			

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Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3019	Taylor	ed Systems LLC	0000	22200843	EFT	04/14/2023	102309		64726	67906	
		ACCOUNT DETAIL					LINE AMOUNT				
		1 10109012 43100		GenPWBuild	PROSERVICE		5,043.44				
								5,043.44			
							CHECK TOTAL	5,043.44			
2103	The Henry P Thompson		0000	22300280	EFT	03/24/2023	19569B9180		64709	67889	
		ACCOUNT DETAIL					LINE AMOUNT				
		1 60609014 42200		SewPWWater	OPERSUP		4,250.00				
								4,250.00			
							CHECK TOTAL	4,250.00			
870	The Home City Ice Com		0000		EFT	03/30/2023	5778233357		64765	67946	
		ACCOUNT DETAIL					LINE AMOUNT				
		1 10109012 42200		GenPWBuild	OPERSUP		191.98				
								191.98			
							CHECK TOTAL	191.98			
318	The Howard E Nyhart		0000	22201333	EFT	03/11/2023	154660HW_202302		64779	67960	
		ACCOUNT DETAIL					LINE AMOUNT				
		1 10101013 43100		GenContr	PROSERVICE		1,216.66				
		2 60601013 43100		SewContr	PROSERVICE		1,216.67				
		3 62601013 43100		SWContr	PROSERVICE		1,216.67				
								3,650.00			
							CHECK TOTAL	3,650.00			
282	The Mailing Station,		0000		EFT	03/16/2023	163709		64163	67317	
		ACCOUNT DETAIL					LINE AMOUNT				
		1 10108013 43100		GenInvstgt	PROSERVICE		25.84				
								25.84			
282	The Mailing Station,		0000		EFT	03/26/2023	163956		64516	67687	
		ACCOUNT DETAIL					LINE AMOUNT				
		1 10101013 43100		GenContr	PROSERVICE		70.81				
								70.81			
282	The Mailing Station,		0000		EFT	02/08/2023	162849		64609	67784	
		ACCOUNT DETAIL					LINE AMOUNT				
		1 60609014 43100		SewPWWater	PROSERVICE		17.13				
								17.13			

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WARRANT: 31423 03/10/2023
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CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
282	The Mailing Station,	0000		EFT	02/12/2023	163004		64625	67800		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		18.59					
							18.59				
282	The Mailing Station,	0000		EFT	04/05/2023	164155		64867	68069		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 43100		GenFireAdm	PROSERVICE		161.28					
							161.28				
						CHECK TOTAL	293.65				
548	The Paper of Montgome	0000		EFT	03/24/2023	TL20116		64667	67843		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 43100		GenContr	PROSERVICE		43.12					
							43.12				
						CHECK TOTAL	43.12				
572	The Sherwin-Williams	0000		EFT	03/20/2023	1098-4		63860	67008		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		50.10					
							50.10				
572	The Sherwin-Williams	0000		EFT	03/20/2023	6694-1		63861	67009		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 42200		GenPWParks	OPERSUP		646.98					
							646.98				
572	The Sherwin-Williams	0000		EFT	03/20/2023	6746-9		63917	67064		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		87.48					
							87.48				
572	The Sherwin-Williams	0000		EFT	02/17/2023	1355-8		64107	67261		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		-6.45					
							-6.45				
572	The Sherwin-Williams	0000		EFT	02/17/2023	1354-1		64108	67262		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		-6.45					
							-6.45				

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WARRANT: 31423 03/10/2023
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CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
572	The Sherwin-Williams	0000		EFT	03/20/2023	6883-0		64109	67263	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		50.90	50.90			
572	The Sherwin-Williams	0000		EFT	03/20/2023	6903-6		64189	67345	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		75.68	75.68			
572	The Sherwin-Williams	0000		EFT	03/20/2023	6904-4		64193	67349	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		114.16	114.16			
572	The Sherwin-Williams	0000		EFT	03/20/2023	0146-7		64573	67748	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		184.18	184.18			
572	The Sherwin-Williams	0000		EFT	03/20/2023	1447-3		64574	67749	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		169.83	169.83			
572	The Sherwin-Williams	0000		EFT	03/20/2023	3044-1		64576	67751	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		204.37	204.37			
572	The Sherwin-Williams	0000		EFT	03/20/2023	7008-3		64577		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		56.70	56.70			
572	The Sherwin-Williams	0000		EFT	03/20/2023	7103-2		64772	67953	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		23.19	23.19			
						CHECK TOTAL	1,650.67			
396	The Trustees of Purdu	0000		EFT	04/02/2023	20230302		64985	68189	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101014 43100		GenEcon	PROSERVICE		5,000.00	5,000.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	5,000.00			
532	Tiffany Lawn & Garden	0000	22300024	EFT	02/11/2023	798120-01.2023		63830	66976	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP			846.00				
							846.00			
532	Tiffany Lawn & Garden	0000	22300024	EFT	03/07/2023	798120-02.2023		64211	67367	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks OPERSUP			2,871.00				
							2,871.00			
						CHECK TOTAL	3,717.00			
1365	Tri-State Bearing Co	0000		EFT	03/24/2023	1336790-00		64661	67837	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			90.49				
							90.49			
						CHECK TOTAL	90.49			
3690	TRIMBLE, JONATHAN & J	0000		INV	03/14/2023	64482		64482	67650	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		30.97				
							30.97			
						CHECK TOTAL	30.97			
839	Tyler Technologies In	0000	22300259	EFT	03/18/2023	045-408514		64832	68013	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101012 43100		GenBSG	PROSERVICE		188,738.00				
							188,738.00			
839	Tyler Technologies In	0000		EFT	04/13/2023	045-411276		64833	68014	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60601013 43100		SewContr	PROSERVICE		1,050.00				
							1,050.00			
						CHECK TOTAL	189,788.00			
58	Uline Inc	0000		EFT	03/08/2023	159625254		64048	67201	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild OPERSUP			1,840.55				
							1,840.55			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
58	Uline Inc	0000		EFT	03/17/2023	160031989		64597	67772		
ACCOUNT DETAIL						LINE AMOUNT					
1	10109013 42200		GenPWParks	OPERSUP		1,574.37					
						CHECK TOTAL	1,574.37				
							3,414.92				
2039	Ultimate Technologies	0000		EFT	02/13/2023	ARI000214		64244	67400		
ACCOUNT DETAIL						LINE AMOUNT					
1	10106050 43100		GenIT	PROSERVICE		580.00					
						CHECK TOTAL	580.00				
							580.00				
2071	Utility Pipe Sales of	0000		EFT	03/11/2023	IY031558		63954	67101		
ACCOUNT DETAIL						LINE AMOUNT					
1	62609014 42200		SWPWWater	OPERSUP		390.00					
							390.00				
2071	Utility Pipe Sales of	0000		EFT	03/30/2023	IY032021		64676	67852		
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 42200		SewPWWater	OPERSUP		942.00					
							942.00				
2071	Utility Pipe Sales of	0000		EFT	04/01/2023	IY032080		64702	67881		
ACCOUNT DETAIL						LINE AMOUNT					
1	60609014 42200		SewPWWater	OPERSUP		918.00					
							918.00				
2071	Utility Pipe Sales of	0000	22300313	EFT	03/26/2023	IY031949		65027	68235		
ACCOUNT DETAIL						LINE AMOUNT					
1	62609014 42200		SWPWWater	OPERSUP		35,200.00					
						CHECK TOTAL	35,200.00				
							37,450.00				
614	Van Ausdall & Farrar	0000	22300018	EFT	02/17/2023	556207		64245	67404		
ACCOUNT DETAIL						LINE AMOUNT					
1	10106050 43100		GenIT	PROSERVICE		16.16					
2	62606050 43100		SWIT	PROSERVICE		0.00					
							16.16				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
614	Van Ausdall & Farrar	0000	22300018	EFT	02/17/2023	556206		64248	67406		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		89.86					
	2 62606050 43100		SWIT	PROSERVICE		0.00					
							89.86				
614	Van Ausdall & Farrar	0000	22300018	EFT	02/24/2023	558438		64250	67408		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		2.59					
	2 62606050 43100		SWIT	PROSERVICE		0.00					
							2.59				
614	Van Ausdall & Farrar	0000		EFT	02/05/2023	554609		64353	67514		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100		CHD	PROSERVICE		109.15					
	2 21205058 43100		CHD	PROSERVICE		41.12					
	3 10106050 43100		GenIT	PROSERVICE		4.54					
							154.81				
614	Van Ausdall & Farrar	0000	22300018	EFT	03/31/2023	81822		64815	67996		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		5,806.69					
	2 62606050 43100		SWIT	PROSERVICE		484.99					
							6,291.68				
614	Van Ausdall & Farrar	0000	22300018	EFT	03/10/2023	560403		64816	67997		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		59.55					
	2 62606050 43100		SWIT	PROSERVICE		0.00					
							59.55				
							CHECK TOTAL				
							6,614.65				
2789	Verizon Communication	0000		EFT	03/15/2023	9928412781		64834	68036		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		2,430.81					
	2 10106050 43100		GenIT	PROSERVICE		1,975.64					
							4,406.45				
2789	Verizon Communication	0000		EFT	03/15/2023	9928509987		64835	68037		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		630.21					
	2 10106050 43100		GenIT	PROSERVICE		570.19					
							1,200.40				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2789	Verizon Communication	0000		EFT	03/15/2023	9928424185		64837	68039		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		897.19	897.19				
2789	Verizon Communication	0000		EFT	03/15/2023	9928487575		64838	68040		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		925.48	925.48				
2789	Verizon Communication	0000		EFT	03/15/2023	9928521244		64839	68041		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		590.47	590.47				
2789	Verizon Communication	0000		EFT	03/15/2023	9928472844		64840	68042		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60606050 43100		SewIT	PROSERVICE		2,087.06	2,087.06				
2789	Verizon Communication	0000		EFT	03/15/2023	9928471319		64841	68043		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 62606050 43100		SWIT	PROSERVICE		1,838.39	1,838.39				
2789	Verizon Communication	0000		EFT	03/15/2023	9928457087		64842	68044		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		456.77	456.77				
2789	Verizon Communication	0000		EFT	03/15/2023	9928472892		64843	68045		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		205.37	205.37				
2789	Verizon Communication	0000		EFT	03/15/2023	9928466343		64855	68057		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27155058 43100		HDVFC	PROSERVICE		76.68					
	2 27055058 43100		GRTSHD	PROSERVICE		38.34					
	3 21205058 43100		CHD	PROSERVICE		566.77					
						681.79					
						CHECK TOTAL	13,289.37				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3689	VERSCHOORE, JOHN	0000		INV	03/14/2023	64481		64481	67649	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60600000 34900		Sew	USERFEES		67.14				
							67.14			
						CHECK TOTAL	67.14			
3670	Virtus Real Estate En	0000	22300243	EFT	03/01/2023	Edge2022		64642	67818	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		36,035.87				
							36,035.87			
						CHECK TOTAL	36,035.87			
1074	Vogel Traffic Service	0000		EFT	02/23/2023	072376		64512	67684	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 42200		LRSPWSTRTOPERSUP			1,010.28				
							1,010.28			
1074	Vogel Traffic Service	0000		EFT	03/17/2023	072494		64541	67712	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 42200		LRSPWSTRTOPERSUP			341.26				
							341.26			
1074	Vogel Traffic Service	0000		EFT	03/25/2023	069157		64599	67774	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 42200		LRSPWSTRTOPERSUP			-801.88				
							-801.88			
						CHECK TOTAL	549.66			
625	VS Engineering Inc	0000	22200890	EFT	03/31/2023	496804		64692	67871	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27084010 44200		RIFEng	INFRSTR		12,613.00				
	2 27084010 44200		RIFEng	INFRSTR		12,834.00				
							25,447.00			
						CHECK TOTAL	25,447.00			
398	Warrens Turf	0000		EFT	03/23/2023	195113		64500	67668	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 42200		MVHPWStr	OPERSUP		179.80				
							179.80			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023

DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
398	Warrens Turf	0000		EFT	03/26/2023	195138		64721	67901	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		44.95				
							44.95			
						CHECK TOTAL	224.75			
654	Waste Mgmt of Indiana	0000		EFT	03/30/2023	7780171-2479-4		64646	67822	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPRO	SERVICE		766.27				
							766.27			
						CHECK TOTAL	766.27			
986	Wayne Druelinger	0000		INV	02/28/2023	F23-131		63856	67005	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 43200		GenPDSpprt	COMMTRANS		145.00				
							145.00			
						CHECK TOTAL	145.00			
2279	Wesco Distribution In	0000		EFT	03/15/2023	192263		64141	67295	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		55.22				
							55.22			
2279	Wesco Distribution In	0000	22300235	EFT	03/15/2023	192209		64420	67582	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		5,321.55				
							5,321.55			
2279	Wesco Distribution In	0000		EFT	03/21/2023	194287		64580	67755	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		44.22				
							44.22			
						CHECK TOTAL	5,420.99			
2380	Whites Ace Hardware F	0000		EFT	02/28/2023	37397974		63855	67003	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		22.45				
							22.45			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2380	Whites Ace Hardware F	0000		EFT	03/09/2023	37400752		63859	67007	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		334.60	334.60			
2380	Whites Ace Hardware F	0000		EFT	03/08/2023	37400070		63928	67077	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 42200		GenPWParks	OPERSUP		181.64	181.64			
2380	Whites Ace Hardware F	0000		EFT	03/08/2023	37400047		63955	67104	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSprpt	OPERSUP		13.48	13.48			
2380	Whites Ace Hardware F	0000		EFT	03/18/2023	37402139		64130	67284	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		24.57	24.57			
2380	Whites Ace Hardware F	0000		EFT	04/07/2023	37406686		64957	68161	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		34.56	34.56			
						CHECK TOTAL	611.30			
2737	Wild Ridge Lawn & Lan	0000	22300225	EFT	03/10/2023	30166		64176	67331	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		2,602.00	2,602.00			
						CHECK TOTAL	2,602.00			
1309	WW Grainger Inc	0000	22300205	EFT	03/11/2023	9602799224		63842	66989	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		220.48	220.48			
1309	WW Grainger Inc	0000	22300205	EFT	03/11/2023	9602799240		63844	66992	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		8.70	8.70			

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Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000	22300205	EFT	03/11/2023	9602799257		63845	66993	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		162.24				
							162.24			
1309	WW Grainger Inc	0000	22300205	EFT	03/11/2023	9602799265		63846	66994	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		81.37				
							81.37			
1309	WW Grainger Inc	0000	22300205	EFT	03/11/2023	9602799273		63847	66995	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		109.44				
							109.44			
1309	WW Grainger Inc	0000	22300205	EFT	03/11/2023	9602799281		63848	66997	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		26.12				
							26.12			
1309	WW Grainger Inc	0000	22300205	EFT	03/11/2023	9602799299		63849	66998	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		451.38				
							451.38			
1309	WW Grainger Inc	0000	22300205	EFT	03/11/2023	9602799307		63850	66999	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		661.26				
							661.26			
1309	WW Grainger Inc	0000	22300205	EFT	03/12/2023	9604374430		63890	67038	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		56.74				
							56.74			
1309	WW Grainger Inc	0000	22300205	EFT	03/12/2023	9604374448		63893	67041	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		323.76				
							323.76			
1309	WW Grainger Inc	0000	22300205	EFT	03/12/2023	9604374455		63895	67043	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		60.96				
							60.96			

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Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc		0000	22300205	EFT	03/12/2023	9604374463		63897	67044	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		19.23	19.23			
1309	WW Grainger Inc		0000	22300205	EFT	03/12/2023	9604374471		63899	67046	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		57.48	57.48			
1309	WW Grainger Inc		0000		EFT	03/10/2023	9601360119		63931	67080	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		55.47	55.47			
1309	WW Grainger Inc		0000		EFT	03/10/2023	9601360127		63932	67081	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		24.92	24.92			
1309	WW Grainger Inc		0000		EFT	03/10/2023	9601360135		63933	67082	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		101.88	101.88			
1309	WW Grainger Inc		0000		EFT	03/10/2023	9601360143		63934	67083	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		33.68	33.68			
1309	WW Grainger Inc		0000		EFT	03/10/2023	9601360150		63935	67084	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP		17.60	17.60			
1309	WW Grainger Inc		0000		EFT	03/05/2023	9596283748		63945	67094	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105013 42200		GenLogist	OPERSUP		35.84	35.84			
1309	WW Grainger Inc		0000		EFT	03/05/2023	9596283755		63946	67095	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105013 42200		GenLogist	OPERSUP		63.58	63.58			

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WARRANT: 31423 03/10/2023
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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	03/09/2023	9599317477		63948	67097	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		37.71	37.71			
1309	WW Grainger Inc	0000		EFT	03/09/2023	9599880516		63949	67098	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		127.72	127.72			
1309	WW Grainger Inc	0000		EFT	03/09/2023	9600115506		63951	67100	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		331.70	331.70			
1309	WW Grainger Inc	0000	22300205	EFT	03/16/2023	9607897056		64020	67171	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		25.76	25.76			
1309	WW Grainger Inc	0000	22300205	EFT	03/16/2023	9607897064		64021	67172	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		320.60	320.60			
1309	WW Grainger Inc	0000	22300205	EFT	03/16/2023	9607897072		64022	67173	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		147.67	147.67			
1309	WW Grainger Inc	0000	22300205	EFT	03/16/2023	9607897080		64023	67175	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		617.10	617.10			
1309	WW Grainger Inc	0000	22300205	EFT	03/16/2023	9607897098		64024	67176	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		30.48	30.48			
1309	WW Grainger Inc	0000		EFT	12/17/2022	9517143716		64102	67256	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		2.79	2.79			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000	22300205	EFT	03/17/2023	9609774287		64116	67270		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		46.98					
							46.98				
1309	WW Grainger Inc	0000	22300205	EFT	03/17/2023	9609774295		64119	67272		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		48.42					
							48.42				
1309	WW Grainger Inc	0000	22300205	EFT	03/17/2023	9609774303		64121	67276		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		294.57					
							294.57				
1309	WW Grainger Inc	0000	22300205	EFT	03/17/2023	9609774311		64126	67280		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		46.89					
							46.89				
1309	WW Grainger Inc	0000	22300205	EFT	03/18/2023	9611129843		64127	67281		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		46.94					
							46.94				
1309	WW Grainger Inc	0000	22300205	EFT	03/18/2023	9611129850		64128	67282		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		152.10					
							152.10				
1309	WW Grainger Inc	0000	22300205	EFT	03/18/2023	9611129868		64129	67283		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		20.23					
							20.23				
1309	WW Grainger Inc	0000	22300205	EFT	03/18/2023	9611129876		64131	67285		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		49.78					
							49.78				
1309	WW Grainger Inc	0000	22300205	EFT	03/19/2023	9612834391		64177	67332		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		1,328.23					
							1,328.23				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000	22300205	EFT	03/19/2023	9612834409		64179	67334	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		76.99	76.99			
1309	WW Grainger Inc	0000	22300205	EFT	03/19/2023	9612834417		64180	67336	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		640.44	640.44			
1309	WW Grainger Inc	0000	22300205	EFT	03/19/2023	9612834425		64181	67337	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		169.72	169.72			
1309	WW Grainger Inc	0000		EFT	02/23/2023	9615692523		64444	67608	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		-113.78	-113.78			
1309	WW Grainger Inc	0000	22300205	EFT	03/23/2023	9616020450		64445	67609	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		65.16	65.16			
1309	WW Grainger Inc	0000	22300205	EFT	03/23/2023	9616020468		64447	67611	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		42.60	42.60			
1309	WW Grainger Inc	0000	22300205	EFT	03/23/2023	9616020476		64448	67612	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		317.77	317.77			
1309	WW Grainger Inc	0000	22300205	EFT	03/23/2023	9616020484		64449	67613	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		99.48	99.48			
1309	WW Grainger Inc	0000	22300205	EFT	03/24/2023	9617701785		64450	67614	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 42200		GenPWBuild	OPERSUP		203.52	203.52			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc		0000	22300205	EFT	03/24/2023	9617701793		64452	67616	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			150.88			
								150.88			
1309	WW Grainger Inc		0000	22300205	EFT	03/24/2023	9617701801		64455	67619	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			336.06			
								336.06			
1309	WW Grainger Inc		0000	22300205	EFT	03/24/2023	9617701827		64456	67621	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			296.75			
								296.75			
1309	WW Grainger Inc		0000		EFT	03/11/2023	9602460116		64472	67638	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105013 42200		GenLogist	OPERSUP			127.72			
								127.72			
1309	WW Grainger Inc		0000		EFT	03/15/2023	9607002996		64521	67692	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			403.48			
								403.48			
1309	WW Grainger Inc		0000		EFT	03/15/2023	9607002988		64522	67693	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			153.18			
								153.18			
1309	WW Grainger Inc		0000		EFT	03/15/2023	9607003002		64524	67695	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109012 42200		GenPWBuild	OPERSUP			55.78			
								55.78			
1309	WW Grainger Inc		0000		EFT	03/19/2023	9612859745		64554	67726	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105015 42200		GenSafeTr	OPERSUP			288.30			
								288.30			
1309	WW Grainger Inc		0000		EFT	03/19/2023	9613371377		64555	67727	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105013 42200		GenLogist	OPERSUP			168.56			
								168.56			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
 DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc		0000		EFT	03/24/2023	9617701819		64568	67741	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 62609014 42200			SWPWWater	OPERSUP		137.49				
								137.49			
1309	WW Grainger Inc		0000		EFT	03/30/2023	9623668606		64641	67817	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 60609014 42200			SewPWWater	OPERSUP		89.00				
								89.00			
1309	WW Grainger Inc		0000		EFT	03/29/2023	9621979930		64736	67917	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		170.88				
								170.88			
1309	WW Grainger Inc		0000		EFT	03/29/2023	9621979948		64737	67918	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		164.70				
								164.70			
1309	WW Grainger Inc		0000		EFT	03/23/2023	9615855062		64749	67930	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10105013 42200			GenLogist	OPERSUP		48.32				
								48.32			
1309	WW Grainger Inc		0000		EFT	03/02/2023	9591478681		64907	68110	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		1,443.06				
								1,443.06			
1309	WW Grainger Inc		0000		EFT	03/29/2023	9621979955		64909	68112	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		753.84				
								753.84			
1309	WW Grainger Inc		0000		EFT	03/29/2023	9621979963		64911	68114	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		251.98				
								251.98			
1309	WW Grainger Inc		0000		EFT	03/30/2023	9623668564		64913	68116	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 42200			GenPWBuild	OPERSUP		459.10				
								459.10			

City of Fishers



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 31423 03/10/2023
DUE DATE: 03/10/2023

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	03/30/2023	9623668572		64915	68118		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 42200		GenPWBuild	OPERSUP		624.40					
							624.40				
						CHECK TOTAL	13,873.18				
2036	Zayo Group Holdings I	0000	22300158	EFT	03/31/2023	2023030028823		64817	67998		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43100		GenIT	PROSERVICE		2,834.54					
	2 60606050 43100		SewIT	PROSERVICE		1,133.81					
	3 62606050 43100		SWIT	PROSERVICE		755.88					
							4,724.23				
						CHECK TOTAL	4,724.23				
1232	Zero Gravity Filters	0000	22200898	EFT	03/26/2023	8355		64735	67916		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		2,072.50					
							2,072.50				
						CHECK TOTAL	2,072.50				
710	Zoll Medical Corp	0000		EFT	03/10/2023	3663272		63827	66973		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,130.20					
							1,130.20				
710	Zoll Medical Corp	0000		EFT	03/27/2023	3673196		64560	67730		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		1,130.20					
							1,130.20				
						CHECK TOTAL	2,260.40				
848	INVOICES					WARRANT TOTAL	1,918,878.44				
						CASH ACCOUNT BALANCE					
							1,918,878.44				
							47,472,193.65				



Board Action Form

MEETING DATE	March 14, 2023			
TITLE	Request to Approve Professional Services Contract for Legal Services			
SUBMITTED BY	Name & Title: Lindsey Bennett, City Attorney			
	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 #: R031423L	
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 Professional Services Contracts for 2023 Legal Services for Barnes & Thornburg, LLP for Council and Board of Health matters		
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 Agreements	
	2.	Deny the Agreements	
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Agreement		
SUPPLEMENTAL INFORMATION (List all attached documents)	Barnes & Thornburg Contract		

Christopher P. Greisl
(317) 231-6488
chris.greisl@btlaw.com

11 S. Meridian Street
Indianapolis, IN 46204-3535 U.S.A.
(317) 236-1313
Fax (317) 231-7433
www.btlaw.com

February 6, 2023

City of Fishers
c/o Scott Fadness, Mayor
1 Municipal Drive
Fishers, IN 46038

RE: **Engagement for Legal Counsel Services**

Dear Mayor Fadness:

Barnes & Thornburg LLP (“Firm”) is very pleased to provide legal services to the City of Fishers, Hamilton County, Indiana (the “City”). The purpose of this letter is to confirm the terms and conditions under which our Firm will represent you as further described herein.

I am enclosing the Firm’s Standard Terms of Engagement for Legal Services (2021) setting forth the standard terms upon which the Firm accepts client engagements. The Firm’s engagement by the City in this matter (“Engagement”) will be governed by these standard terms to the extent not expressly modified by this letter. In particular, by signing this letter, the City agrees that the Firm may represent other clients in certain matters adverse to the City as described in the Standard Terms of Engagement for Legal Services under the caption **“Waiver of Certain Potential Conflicts of Interest.”**

It is important from the outset of this relationship that we have a clear understanding as to the identity of the Firm’s client in this Engagement. The Firm’s only client in this Engagement is the City of Fishers (the municipal corporation), and we will represent its interests. This representation does not extend to any board, commission, affiliate, subsidiary, parent, member, officer, director, or other persons or entities who are not specifically identified in this letter.

SCOPE OF SERVICES

The Firm is being engaged to serve as outside legal counsel to the City in connection with the Fishers Board of Health and matters before the Fishers City Council (individually or collectively referred to as the “Matter”). Included in this scope of work for the City will be the following:

1. Preparing agendas for public meetings;
2. Review of agendas and materials for public meetings to assure compliance with Indiana's Open Door law and other public notice requirements;
3. Review of minutes of meetings to assure compliance with Indiana's Open Door law and other public notice requirements;
4. Review and/or draft ordinances, resolutions, contracts, and agreements;
5. Conduct pre-meetings with staff in preparation for public meetings;
6. Parliamentary services at public meetings; and
7. Attend regular public meetings, works session, and/or executive sessions at the request of the City.

The Firm's Engagement specifically excludes any litigation, labor and employment matters, bond counsel services, and state and federal lobbying. In the event our engagement is expanded to cover other matters, the expanded engagement must be in writing. Accordingly, our services and responsibilities are solely limited to the specific issues enumerated in this letter.

Although I will be the lawyer responsible for this Matter, from time to time other lawyers and legal assistants at the Firm may assist me, depending upon their expertise and experience. My responsibilities include selecting personnel to provide services consistent with City expectations. Whenever practicable, I will advise the City of the names of additional lawyers or legal assistants who I may assign to work on this Matter.

FEES FOR SERVICES

Barnes & Thornburg LLP will perform the services described above for a fixed fee of \$8,333 per month. If requested by the City and agreed to by the Firm, additional legal services will be billed on an hourly basis. In representing clients, the Firm may also make other charges in addition to the fixed legal fee. Typical other charges include: messenger, courier and express delivery charges; and printing and reproduction charges. A more detailed list of those other charges is included in the enclosed "Standard Terms of Engagement." The Firm invoices clients on a regular basis, normally each month, for both fees and other charges, and requests payment within 35 days of receipt of statement.

OTHER REPRESENTATIONS

Before the Firm agrees to this representation, it is appropriate to spell out the expectations or standards that will govern conflicts of interest that arise in the course of this Engagement. As you are aware, we have approximately 700 lawyers representing thousands of clients in various states, so it is foreseeable that our representation of our other clients may be or become directly adverse to your interests from time to time. For example, such conflicts may arise in (a) municipal finance transactions in which you propose to issue obligations, (b) local units of government and elected officials in various government issues, or (c) contracts for goods, services or public works, because, as you know, we regularly represent clients in these matters.

Loyalty is an essential element to a lawyer's relationship to a client. As a general proposition, loyalty to a client prohibits undertaking representations directly adverse to that client without the client's consent. Loyalty to a client is also impaired when a lawyer cannot consider, recommend, or carry out an appropriate course of action for the client because of the lawyer's other responsibilities or interests; the conflict in effect forecloses alternatives that would otherwise be available to the client.

Generally, under the Rules of Professional Conduct, the Firm is precluded from representing a client if the representation of that client involves a concurrent conflict of interest; that is, where representation of one client will be directly adverse to another client, or where there is a significant risk that representation of one or more clients will be materially limited by the Firm's responsibilities to another client, a former client or third person, or by personal interest. Despite that standard preclusion, the Firm may nonetheless represent a client where there is a concurrent conflict of interest if (1) the Firm reasonably believes it will be able to provide competent and diligent representation to each affected client, (2) the representation is not prohibited by law, (3) the representation does not involve the assertion of a claim by one client against another client represented by the Firm in the same litigation or other proceeding before a tribunal, and (4) each client gives informed consent.

With respect to our Firm's government relations practice, the City is aware that the Firm represents the interests of other persons and entities before various legislative and executive bodies, and administrative agencies at the local, state, and federal level. In addition, the Firm represents a broad spectrum of clients in many different industries in connection with a wide variety of matters. In addition, because of the Firm's size, and as the City might expect, the Firm has lawyers and non-lawyer lobbyists with many different views and philosophies. Some of the Firm's lawyers and non-lawyer lobbyists are from time to time involved with the political process for various candidates and causes, sometimes interests which in some cases, might be adverse to the interests the City seeks to promote through its engagement of the Firm. We do not believe that our representation of these other clients with points of view that differ from the City's will affect the Firm's ability to provide competent and diligent representation to any of our Firm's clients. However, from time to time it is possible that we may take positions on behalf of other clients that may indirectly impact the City's interests in matters in which we do not represent the City. For example, simultaneous representation, in unrelated matters, of clients whose interests are only economically adverse, such as business competitors, does not ordinarily constitute a conflict of interest.

In addition, our Firm also has a broad traditional practice in virtually all areas of the law and with respect to a wide spectrum of clients and industries. Some of our clients look to the Firm as their general counsel. As such, it is possible that, during the time we are representing the City, our other current or future clients will have disputes or transactions with the City. In light of these circumstances, we request that the City consent and acknowledge that the Firm's representation in this and other matters on which the City engages us from time to time will not disqualify the Firm from representing other clients in unrelated matters adverse to the City. Thus, as a condition of the Firm's undertaking this engagement, the City must agree to waive all legal, business, and

political conflicts which exist or may arise as a result of the Firm's representation of the City and any other person or entity.

City acknowledges and agrees that the Firm, and other clients described in the preceding paragraphs, will be undertaking representation of such clients in reliance on the City's consent. Should the City at some later time wish to revoke consent, it agrees that the method for doing so shall be by terminating the Firm's representation at that time, and that such revocation will not require Barnes & Thornburg LLP or its attorneys to discontinue representation of such other clients.

TERMINATION OF SERVICES

City may terminate this engagement at any time simply by notifying the Firm. The Firm may terminate this engagement for nonpayment of our fees and where we are required or permitted to do so by the Rules of Professional Conduct after giving the City reasonable notice and allowing time for the City to engage successor counsel, if necessary.

Upon termination of this Agreement by either party, the Firm will be entitled (i) to retain all sums previously paid; (ii) to payment of all outstanding unpaid invoices; and (iii) to payment for services through the date that the Firm received notice of termination upon receipt and approval in accordance with this agreement of a statement covering such services.

CONCLUSION

If this letter accurately sets forth the engagement and the City's understanding, please so indicate in the space provided below and return a signed copy of this letter to me. We ask the City to acknowledge that, in reviewing and executing this letter, the City has not relied on any advice provided by the Firm, but instead has acted solely in reliance upon the advice of other counsel.

I look forward to working with you on this matter. If you have any questions, please call me.

Sincerely,

Christopher P. Greisl

Enclosure

AGREED AND CONSENTED TO:

By: _____

Printed: _____

Title: _____

Date: _____

BARNES & THORNBURG LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

Our Client

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- The beneficiaries of a trust administered by a trustee who is our client;
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

The Scope of Our Work

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive.

In some legal matters, clients may have insurance coverage that includes potential liability and legal costs and fees. Except to the extent you expressly request in writing that we advise or assist you concerning insurance coverage relating to your legal matters, you agree to take full responsibility yourself for determining whether coverage exists and to notify your carrier(s). Similarly, we will not analyze potential adverse tax impacts or provide tax advice in any matter unless you specifically ask us to do so in writing. Nor shall we have any obligation to inform or advise you regarding your data security or privacy practices unless you so request in writing.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

Who Will Provide the Services

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

How Fees Will Be Set

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel and other related matters. Peer collaboration and

review is an important element of providing quality services, and so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations. We review our hourly rates at least annually and may adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- ediscovery data hosting services
- litigation support technology services
- computerized research
- certain clerical services
- filing fees (including electronic filings)
- court reporters
- witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel

- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule and effective with new clients on or after January 1, 2019, you agree to pay us finance charges at the rate of six percent (6%) per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

Advance Deposits and Amounts Received in Trust

New clients of our Firm will ordinarily be asked to make an advance deposit with the Firm. The Firm may also in its sole discretion at any time during our

representation require existing clients to make an advance deposit based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that may cause the Firm to conclude it is appropriate to do so.

If we require an advance deposit from you, we will charge or draw against the advance deposit for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted from the advance deposit and the amount which must be paid to replenish the advance deposit to the agreed level. If the advance deposit is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the advance deposit is no longer necessary or is appropriately reduced, the remaining balance, if any, will be returned to you.

Any advance deposit we receive from you will be held in our trust account until it is charged for fees and other charges or your account or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your advance deposit is held by us in our trust account, it remains your property. You authorize us to apply the deposit to any fees and charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive on your behalf, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any advance deposits) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent

confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged, including all persons and entities affiliated with you who you believe have interests that could be affected by our engagement. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the country, and we represent many different clients in many different industries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on this representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any new matter adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to the matter we are now undertaking on your behalf or to any additional matter we may undertake on your behalf in the future. Such unrelated matters may include, but are not limited to:

- a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations;
- b. Advice regarding the existence, scope or validity of your rights in real, personal or intellectual property and/or concerning the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- c. Advice and representation of our other clients regarding the existence or potential existence of

legal claims that our other clients may have against you or that you may have against them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

- d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
- e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
- f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these General Terms of Representation and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving some fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, the

foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

Electronic Communications and Cloud Storage

You agree that both you and our Firm may use electronic devices and Internet services to communicate with each other and share documents notwithstanding some risk that such communications and documents may be intercepted or accessed by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized or inadvertent disclosure. Our use of such technology may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, video conferencing and other technology in which your documents and information are stored in the cloud and accessed via the Internet. We caution you that, to maintain the confidentiality and privilege of such information and communications, you should not use a computer, other electronic device, network or Internet address that is owned, controlled or on which your communications may be accessed by anyone other than you. This warning includes electronic venues provided by a hotel, a library, an Internet café, or even a shared home computer or employer-provided technology if you are engaging us as an individual rather than on behalf of your employer. Any device you use to communicate with us should be password protected and not accessible by any third party.

Privacy Notice

During the course of this engagement, the firm may collect and acquire possession of certain personal information relating to the matters in which we are representing you. You should only provide the minimum amount of personal information necessary for us to perform our legal services. Our collection and processing of personal information is governed by the firm's Privacy Notice, which you may view at btlaw.com/privacy-policy, as well as applicable privacy laws, regulations, and codes of professional conduct.

As you may know, we need your consent under the Canadian Anti-Spam Law, the General Data Protection Regulation and similar laws to the extent applicable, before we can send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engaging us to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by notifying us at privacy@btlaw.com. If you

withdraw your consent, we will stop sending you all electronic communications for which your consent is required.

Lawyers Holding Public Offices

Our lawyers may from time to time serve in elected or appointed positions with various governmental bodies. Such lawyers must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm. Accordingly, you confirm that your engagement of our Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

Certain Client Responsibilities

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data. It is important for you to ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

Use of Publicly Available Information

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, we understand that you authorize us, unless you specifically instruct us to the contrary, to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet and the like).

Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your

responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your client responsibilities to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals proceedings or intellectual property maintenance obligations.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. We may require such payment before delivering such materials. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However,

we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

Lawyers sometimes become personally entangled in court proceedings in connection with their clients' matters. If our Firm or any of our lawyers or staff are named as a party, or are required to produce evidence or appear, in a legal proceeding or deposition as a result of our services performed for you (other than as a result of our misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.



Board Action Form

MEETING DATE	March 14, 2023			
TITLE	Resolution Approving Bid Packages (Event Center Bond)			
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 #: R031423M	
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)	On or about October 19, 2022, the City of Fishers, Hamilton County, Indiana ("City") issued its Request For Proposals And Qualifications To Develop And Construct The Fishers Event Center And Master Improvements Through A Public-Private Partnership. On December 13, 2022, at a duly noticed, public meeting, the City's Board of Public Works & Safety (the "Board") held a public hearing on the matter. Thereafter, the City and Hunt Construction Group, Inc. ("Hunt") entered into that certain Public-Private Agreement For The Development And Construction Of The Fishers Event Center And Related Master Improvements (the "Agreement"). The Agreement provides that Hunt will seek bids for the Event Center project, and the City will review and approve such bids. The City has reviewed the first set of bids submitted by Hunt for earthwork, site utilities, asphalt paving and curbs, concrete structures, precast concrete, structural steel and ice rink systems (collectively, the "Bid Packages"), which work, in the aggregate, costs \$73,764, 415.00; The subject resolutions concern's the Board's (a) general approval of the Bid Packages (provided that City staff continue to negotiate bids where cost savings may be realized); (b) the maximum aggregate expenditure of \$74,000,000.00 to complete the work encompassed in the Bid Packages; and (c) delegation of review and approval of future bid packages to City staff.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$74,000,000.00
	Expenditure \$:	\$74,000,000.00; BAN/bond proceeds
	Source of Funds:	Event Center Bond
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the agreement.	

SUPPLEMENTAL INFORMATION (List all attached documents)	
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February 22, 2023

Via E-Mail

Elliott Hultgren, Deputy Mayor
City Hall
3 Municipal Drive
Fishers, Indiana 46038

Re: Event Center Project - Financing
Lease Rental Revenue Bonds

Dear Elliott:

We wanted to thank you for considering Bose McKinney & Evans LLP (the "Firm") as bond counsel with respect to the above-referenced financing and take this opportunity to set forth certain matters concerning the role the Firm will serve and the responsibilities we will assume as bond counsel to the City of Fishers, Indiana (the "City") in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand the City intends to issue the Bonds to finance the construction of an event center to provide athletic performance and entertainment events that contribute to the educational, recreational, economic and cultural development of the City (the "Project"). Please note, this engagement letter will extend to our services as well to the Fishers Town Hall Building Corporation (or any other designated building corporation of the City) to actually act as the issuer of the Bonds with the Project being leased to the City during the term of the Bonds.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- (1) subject to the completion of proceedings to our satisfaction, render our legal opinion ("Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the federal and State of Indiana income tax treatment of interest on the Bonds;
- (2) prepare and review documents necessary or appropriate to the authorization, issuance, sale and delivery of the Bonds, and coordinate the authorization and execution of such documents;

Elliot Hultgren, Deputy Mayor
February 22, 2023
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(3) assist the City in seeking such approvals, permissions and exemptions from governmental agencies as we determine are necessary or appropriate in connection with the authorization, issuance, sale and delivery of the Bonds;

(4) review legal issues relating to the structure of the Bond issue, including review of the proposed management agreement for the Project with the manager selected by the City;

(5) assist the City in reviewing those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds relating to the terms of the Bonds, the Project, tax matters, legal opinions, enforceability of remedies and continuing disclosure obligations;

(6) prepare a continuing disclosure undertaking agreement, if necessary; and

(7) assist in presenting information relating to the legality of the Bonds to bond rating organizations and providers of credit enhancement, if any.

Our Bond Opinion will be addressed to the purchaser of the Bonds and will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will further assume and rely on the City to provide us with complete and timely information on all developments pertaining to the Project or any aspect of the Bonds and their security. We understand that the officers and employees of the City will cooperate with us in this regard. In rendering our Bond Opinion, we may, if we deem it necessary, expressly rely upon local counsel to the City as to the incorporation or existence of the City or any pending litigation that might affect the validity of our Bond Opinion.

Our duties as bond counsel are limited to those expressly set forth above. Among other things, our duties as bond counsel do not include:

(1) except as described in paragraph (5) above, assisting in the preparation or review of an official statement or any disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not

Elliot Hultgren, Deputy Mayor
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contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

- (2) preparing requests for tax rulings from the Internal Revenue Service;
- (3) preparing blue sky or investment surveys with respect to the sale of the Bonds;
- (4) drafting of state constitutional or legislative amendments;
- (5) pursuing test cases or other litigation, such as contested validation proceedings;
- (6) making an investigation or expressing any view of the creditworthiness of the City or the Bonds;
- (7) responding to Internal Revenue Service audits or Securities and Exchange Commission investigations;
- (8) after Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes (*e.g.*, we will not undertake rebate calculations for the Bonds without a separate engagement for that purpose); or
- (9) any other matter not specifically set forth above that is not required to render the Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client, and an attorney-client relationship will exist between us. Our services as bond counsel are limited to those contracted for herein. The City's execution of this engagement letter will constitute an acknowledgment of those limitations. We will not act as an intermediary among the parties to the transaction. Our representation of the City will not affect, however, our responsibility as bond counsel to render an objective Bond Opinion.

We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the City as bond counsel, and the attorney-client relationship created by this engagement letter, will be concluded

Elliot Hultgren, Deputy Mayor
February 22, 2023
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upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will prepare and provide a transcript of the proceedings pertaining to the Bonds and make certain that the required Internal Revenue Service Form 8038-G is filed.

FEES

Our services will be billed at our hourly rates in effect from time to time for the lawyers and other personnel, including paralegals, performing the services. Chris Janak, Jacob McClellan and I will be the lawyers primarily involved with this matter and our current hourly rates are \$635, \$540 and \$595, respectively. We may use additional lawyers and paralegals in connection with this matter as appropriate and will bill at the normal hourly rates for those lawyers and paralegals, as the case may be. Our hourly rates are normally adjusted at the beginning of each calendar year for all attorneys and paralegals.

In addition, we will expect to be reimbursed for all client charges made on the City's behalf, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. We estimate that such charges will be in the range of \$250 to \$500 for this transaction. Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. We may submit a statement for client charges following the Closing.

We understand and agree that our fees will be paid at the Closing. If, for any reason, the financing is completed without the rendition of our Bond Opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent on behalf of the City, plus client charges, as described above.

In any event, none of our fee will be based upon, or related in any way to, a percentage of the cost of the Project. The fee shall be solely for legal services rendered and shall not be based upon any factors not related to the legal services rendered.

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RECORDS

At your request, papers and property furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the termination of the engagement.

E-VERIFY

We acknowledge that this engagement constitutes a public contract for services subject to the terms and provisions of Indiana Code 22-5-1.7. Bose McKinney & Evans LLP has enrolled in and does verify the work eligibility status of all of its newly hired employees through the E-Verify program (as defined in Indiana Code 22-5-1.7-3). We will continue to verify the work eligibility status of all of our newly hired employees through the E-Verify program until the earlier of (i) the conclusion of this engagement or (ii) the expiration of the E-Verify program. Attached hereto is an affidavit affirming that Bose McKinney & Evans LLP does not knowingly employ an unauthorized alien (as defined in Indiana Code 22-5-1.7-9).

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized representative of the City, retaining the original for your files. We look forward to working with you and the City on this transaction.

BOSE McKINNEY & EVANS LLP

By: 

Dennis H. Otten, Partner

Cc: Chris Janak
Jennifer Messer

Elliot Hultgren, Deputy Mayor
February 22, 2023
Page 6

Accepted and Approved:

CITY OF FISHERS, INDIANA

By: _____

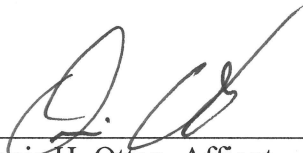
Date: _____

AFFIDAVIT RE: EMPLOYMENT OF
UNAUTHORIZED ALIENS

STATE OF INDIANA)
)
COUNTY OF MARION) SS:

Comes now the affiant herein, Dennis H. Otten, and having been duly sworn upon his oath deposes and says that (i) he is a Partner of Bose McKinney & Evans LLP (the "Firm") and (ii) the Firm does not employ any unauthorized aliens (as defined in Indiana Code 22-5-1.7-9) to the best of his knowledge and belief.

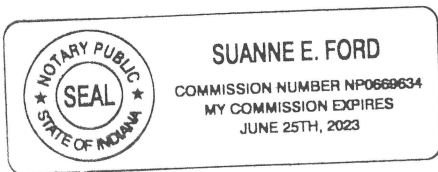
Further affiant sayeth not.



Dennis H. Otten, Affiant

STATE OF INDIANA)
)
COUNTY OF MARION) SS:

Before me, the undersigned Notary Public, this 22nd day of February, 2023, personally appeared Dennis H. Otten and acknowledged the execution of the foregoing Affidavit. In witness whereof, I have hereunto subscribed my name and affixed my official seal.





Suanne Ford, Notary Public
Residing in JOHNSON County, Indiana

My commission expires:

June 25, 2023



Board Action Form

MEETING DATE	March 14, 2023			
TITLE	Request for Bid Award of Nickel Plate Trail, Hague Road to 106 th Street			
SUBMITTED BY	Name & Title: Hatem Mekky, Assistant Director of Engineering			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading
	Ordinance #:		Resolution #: R031423	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☒ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	The City of Fishers has been awarded \$4,533,643 in Next Level Trail Grant funding with a 25% local match, in addition to Indianapolis and Noblesville's funding received, to expand the Nickel Plate Trail (NPT). This portion of the Fishers project will consist of extending the NPT from the recently completed section just south of 106th Street to Hague Road. Request for Bids was advertised with bid opening scheduled for February 13, 2023. Five bidders submitted on this project and the lowest and most responsive bid was from United Construction Services in the amount of \$1,050,844.45.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$1,050,844.45
	Expenditure \$:	\$1,050,844.45
	Source of Funds:	Next Level Trail Grant
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve contract.
	2.	Deny the contract.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Notice to Proceed will be issued once the contract is signed.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Contract - Exhibit A	

BID TABULATION
NICKEL PLATE TRAIL (6889) - ALTERNATE NO. 1

No.	DESCRIPTION	QUANTITY	UNIT	CALUMET		E&B		MORPHEY		UNITED		MIDWEST	
				COST	TOTAL	COST	TOTAL	COST	TOTAL	COST	TOTAL	COST	TOTAL
48A	EXCAVATION, COMMON (ALT #1)	350	CYS	\$ 37.26	\$ 13,041.00	\$ 93.00	\$ 32,550.00	\$ 75.00	\$ 26,250.00	\$ 41.53	\$ 14,535.50	\$ 55.00	\$ 19,250.00
49	SUBGRADE TREATMENT, TYPE III (ALT #1)	490	SYS	\$ 32.00	\$ 15,680.00	\$ 6.52	\$ 3,194.80	\$ 15.00	\$ 7,350.00	\$ 2.47	\$ 1,210.30	\$ 3.00	\$ 1,470.00
50	ASPHALT FOR TACK COAT (ALT #1)	0.1	TON	\$ 4,400.00	\$ 440.00	\$ 1.00	\$ 0.10	\$ 4,000.00	\$ 400.00	\$ 4,320.00	\$ 432.00	\$ 1.00	\$ 0.10
51	HMA FOR SIDEWALK (ALT #1)	140	TON	\$ 120.00	\$ 16,800.00	\$ 102.00	\$ 14,280.00	\$ 110.00	\$ 15,400.00	\$ 122.04	\$ 17,085.60	\$ 105.00	\$ 14,700.00
52	SIDEWALK, CONCRETE (ALT #1)	14	SYS	\$ 90.00	\$ 1,260.00	\$ 65.17	\$ 912.38	\$ 140.00	\$ 1,960.00	\$ 162.00	\$ 2,268.00	\$ 100.00	\$ 1,400.00
53	CURB RAMP, CONCRETE (ALT #1)	22	SYS	\$ 200.00	\$ 4,400.00	\$ 350.92	\$ 7,720.24	\$ 400.00	\$ 8,800.00	\$ 162.00	\$ 3,564.00	\$ 230.00	\$ 5,060.00
54	DETECTABLE WARNING SURFACES (ALT #1)	2	SYS	\$ 400.00	\$ 800.00	\$ 451.19	\$ 902.38	\$ 420.00	\$ 840.00	\$ 162.00	\$ 324.00	\$ 340.00	\$ 680.00
55	CURB AND GUTTER, COMBINED (ALT #1)	16	LFT	\$ 80.00	\$ 1,280.00	\$ 60.16	\$ 962.56	\$ 165.00	\$ 2,640.00	\$ 135.00	\$ 2,160.00	\$ 100.00	\$ 1,600.00
56	COMPACTED AGGREGATE #53, SHOULDER (ALT #1)	65	CYS	\$ 80.00	\$ 5,200.00	\$ 98.26	\$ 6,386.90	\$ 100.00	\$ 6,500.00	\$ 37.10	\$ 2,411.50	\$ 90.00	\$ 5,850.00
				\$ 58,901.00		\$ 66,909.36		\$ 70,140.00		\$ 43,990.90		\$ 50,010.10	

City of Fishers, Indiana
AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this _____ day of _____, 2023, by and between City of Fishers, 11595 Brooks School Road, Fishers, Indiana 46037 ("Owner") and United Construction Services LLC ("Contractor"), for the project described as "Nickel Plate Trail, Hague Road to 106th Street" (the "Project") and more particularly detailed in Appendix A (the "Work")

Owner:

City of Fishers
11565 Brooks School Road
Fishers, Indiana 46037

Consultant Engineer:

Butler, Fairman and Seufert
8450 Westfield Blvd, Suite 300
Indianapolis, IN 46240

Project Engineer :

City of Fishers
11565 Brooks School Road
Fishers, Indiana 46037

Contractor:

United Construction Services LLC
347 S Broadway Street
Pendleton, IN 46064

Project:

Nickel Plate Trail, Hague Road to 106th Street

The Owner and Contractor agree as follows:

RECITALS:

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

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thousand Dollars (\$ 1,000.00) for each day that expires after the time specified herein for Substantial Completion until the Work is otherwise substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified herein for completion and readiness for final payment.

The Hague Road closure will permitted only during the Hamilton Southeastern School District Spring Break (March 31, 2023 to April 10, 2023). If Hague Road is still closed to traffic past April 10, 2023, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after April 10, 2023.

Article 6. Contract Price. The Contractor shall, in strict conformity with the Contract Documents, provide all necessary labor, tools, materials, equipment, services, assume and full all obligations and perform all work required to construction, complete and make ready for use by the Owner at the Unite Prices as provided in the Proposal, and Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the bid prices as set forth in the conformed copy of the Contractor's Bid attached hereto as Appendix E, the sum of _____ words \$ _____ ("Contract Price"), subject to additions, deletions based on actual approved quantities of the respective unit price items, which Contractor agrees to accept as full payment for all the Work actually performed and as accepted and described in the Contract Documents. The Contractor agrees that each Unit Price shall be deemed full and complete compensation for all direct and indirect costs for each respective item of Work, including, without limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

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

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

A. Progress Payments; Retainage: Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, no more often than monthly during construction as provided below. Each

Application for Payment shall be based on the schedule of values established in paragraph 2.7 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Conditions. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

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

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

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

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

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

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

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

liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

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

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

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

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

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

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

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

Article 10. Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. If the right to interest is expressly provided in the Contract Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

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

10.1 The Owner's Representative is:

City of Fishers
11565 Brooks School Road
Fishers, Indiana 46037

10.2 The Contractor's Representative is:

Brandon Buck, President
United Construction Services, LLC
347 S Broadway St., Pendleton, IN 46064

Article 12. Conflict of Interest

Contractor certifies and warrants to Owner that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect with Owner. For purposes of compliance with I.C. § 36-1-21, Contractor certifies and warrants to Owner that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by I.C. §36-1-21-2, of either the executive body of Owner, a member of the legislative body of the Owner, or a member of the fiscal body of Owner. If Contractor is a relative pursuant to I.C. §36-1-21, it certifies that it has complied with the procedures set forth in I.C. §36-1-21-5.

Article 13. Debarment and Suspension.

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

Article 14. Miscellaneous.

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws

provisions, as well as with all municipal ordinances and code of the City of Fishers. The parties further agree that, in the event a lawsuit is filed hereunder, the parties waive any rights to a jury trial they may have, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has sole jurisdiction over the same.

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

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

D. **Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

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

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

H. **Prior Agreements.** This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto. This Agreement, together with any attachments hereto or referenced herein, constitutes

the entire agreement between Contractor and Owner with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, to the extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

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

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

Article 15. Dispute Resolution.

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

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

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and

Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

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

OWNER:
CITY OF FISHERS

BY: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

BY: 

Printed Name: Brandon Buck

Title: President

Date: 2-17-2023

ATTEST:

Clerk-Treasurer

Date: _____

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: Nickel Plate Trail, Hague Road to 106th Street

WORK: 12' HMA Path and Incidental Improvements

DESIGN BY: Butler, Fairman and Seufert
8450 Westfield Blvd, Suite 300
Indianapolis, IN 46240

CITY OF FISHERS, INDIANA

Appendix B

Enumeration of Contract Documents

1. This Agreement (pages A-1 to A-15, inclusive).
2. Addenda issued prior to receipt of bid proposals, whether or not receipt thereof has been acknowledged by Contractor in its Proposal numbers ____ to ____ inclusive.
3. Drawings, consisting of a cover sheet and sheets numbered ____ through ____, inclusive with each sheet bearing the general title:
4. Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
 - a. _____
 - b. _____
 - c. _____
5. The Additional Requirements;
6. Contractor's Itemized Proposal and Declarations (pages B-1 to B-__, inclusive);
7. General Conditions (pages G-1 to G-63, inclusive); and
8. All other documents defined as Contract Documents in any of the above listed documents.

CITY OF FISHERS, INDIANA
APPENDIX C
Scope of Work and Locations (the "Work")

The work shall be as depicted in the construction plans (incorporated by reference).

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

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

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

(Contractor): United Construction Services, LLC

By (Written Signature) 

(Printed Name): Brandon Buck

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: _____

COUNTY OF Madison

Subscribed and sworn to before me this 17th day of February, 2023

My commission expires: July 31, 2024 (Signed): 

Residing in Delaware County, State Indiana

1986133/15982-10



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

RESOLUTION NO. R031423

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY AWARDING NICKEL PLATE TRAIL EXPANSION TO UNITED
CONSTRUCTION SERVICES, LLC**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) has been awarded certain grant money in Next Level Trail Grant funding to expand the Nickel Plate Trail (the “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 and enter into an agreement for the Project (“Agreement”), which is attached hereto and incorporated herein as Exhibit B.

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

Section 1. The Board hereby awards the bid for the Project to United Construction Services, LLC.

Section 2. The Board hereby approves the Agreement in substantially similar form as Exhibit B, 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 14th day of March 2023.

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

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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



Board Action Form

MEETING DATE	March 14th 2023			
TITLE	Request for Bid Award of Road Resurfacing 23-2 Contract			
SUBMITTED BY	Name & Title: Jason Taylor, 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 #: R031423B	
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)	23-2 Road resurfacing contract was advertised to receive the lowest bid. Roadways and neighborhoods are prioritized based on the PASER rating condition of their pavement. Request for Bids was advertised with bids opened on March 2 nd , 2023. Six bidders submitted on this project and the lowest and most responsive bid was from Rieth-Riley Construction Co., Inc. in the amount of \$1,820,313.37	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$2,244,533.50 (Engineer's Estimate)
	Expenditure \$:	\$1,820,313.37
	Source of Funds:	Wheel Tax, LRS & MVH – \$1,820,313.37
	Additional Appropriation #:	
	Narrative:	Asphalt road resurfacing & miscellaneous paving work in sections of: Oxford, Harvard, and Princeton Parks subdivision, Wildwood Estates subdivision, Sunblest, River Glen Dr., Rolling Knoll subdivision, and Spyglass Hills subdivision.
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 17th, 2023.	
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)	

CITY OF FISHERS, INDIANA

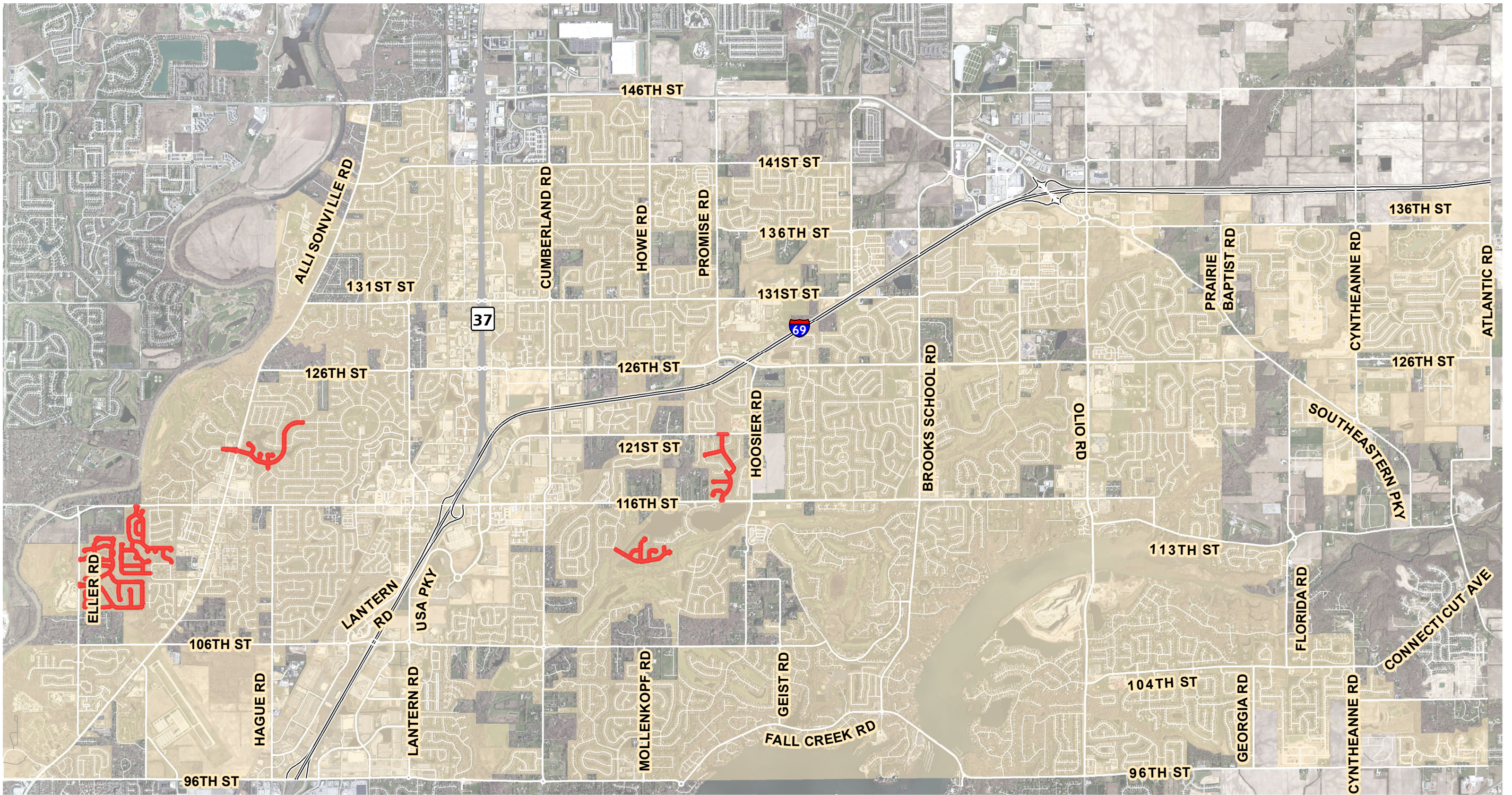
APPENDIX A

Project Description

PROJECT: Road Resurfacing Contract 23-2

WORK: Asphalt Road Resurfacing & Misc. Oxford, Harvard, Princeton Parks, Wildwood Estates, Rolling Knoll, Spyglass, Sunblest subdivisions.

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



Road Resurface Contract 23-02 Overview

Legend

 Full Width Mill & Resurface: 165 #/SYS HMA, SURFACE, 9.5 mm



City of Fishers
BIDDER PROPOSAL SUMMARY PAGE
AND
BIDDER REMINDER LIST TO BE INCLUDED
IN BID PACKAGE FOR BID OPENING

Complete the following information and place as the cover page to your Bid package. Insert all documents into an envelope with project name and your company name clearly marked on the outside. Seal the envelope.

Company:	Rieth-Riley Construction Co.,Inc
Project Name:	ROAD RESURFACING CONTRACT 23-2
Date Submitted:	3/2/23
Base Bid Amount:	\$1,820,313.37

Bidding Requirement:	Yes	No
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 No. 96) (Contractor's Bid for Public Work)	✓	
Part 7 - Additional Declarations	✓	
Part 8 - Signatures	✓	
Part 9 - Post Bid Manufacturers List	✓	
Part 10 - Post Bid Subcontractors List	✓	

IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED OR PROPERLY EXECUTED, THE BIDDER'S BID MAY NOT BE ACCEPTED OR REJECTED

PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name: Rieth-Riley Construction Co., Inc

1.2 Bidder Address: 1751 W Minnesota St

City: Indianapolis State: IN Zip: 46221

Phone: 317-634-5561 Fax: _____ Email: ejordan@rieth-riley.com

1.3 Bidder is a/an [mark one]

☐ Individual ☐ Partnership ☒ Indiana Corporation

☐ Foreign (out of state) Corporation; State _____

☐ Joint Venture ☐ 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, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the Indiana General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 23, 1958.]

.1 Corporation Name: _____

.2 Address: _____

.3 Date registered with State of Indiana: _____

.4 Indiana Registered Agent:

Name: _____

Address: _____

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 One million eight hundred twenty thousand three hundred thirteen dollars and thirty-seven cents Dollars (\$ 1,820,313.37). 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.

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$10,000.00	\$10,000.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$20,070.46	\$20,070.46
3	MILLING, ASPHALT, 1.5"	134,469	SYS	\$1.60	\$215,150.40
5	MONUMENT/SURVEY MARKER SET	5	EACH	\$1,900.00	\$9,500.00
6	HMA, BASE REPAIR, TYPE C	389	TON	\$147.93	\$57,544.77
10	HMA SURFACE 9.5mm, 1.5" TYPE C	11,158	TON	\$90.74	\$1,012,476.92
11	HMA FOR APPROACHES, TYPE C	52	TON	\$302.50	\$15,730.00
12	CONSTRUCTION SIGN, A	13	EACH	\$140.00	\$1,820.00
13	MAINTAINING TRAFFIC	1	LS	\$47,315.61	\$47,315.61
14	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	63	EACH	\$75.00	\$4,725.00
15	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	110	LFT	\$0.95	\$104.50
16	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	90	LFT	\$0.95	\$85.50
17	Item Deleted	0	LFT		
18	Item Deleted	0	LFT		
19	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	36	LFT	\$10.00	\$360.00
20	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	4	EACH	\$275.00	\$1,100.00
22	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	65	LFT	\$10.00	\$650.00
25	CASTING, ADJUST TO GRADE	8	EACH	\$632.91	\$5,063.28
26	CASTING, ADJUST TO GRADE 96th St. See SP47	4	EACH	\$2,743.51	\$10,974.04
27	TOP SOIL	100	CYS	\$60.00	\$6,000.00
28	CURB AND GUTTER, REMOVE	3,450	LFT	\$20.00	\$69,000.00
29	SIDEWALK, CONCRETE, REMOVE	1,400	SYS	\$21.00	\$29,400.00
30	SIDEWALK, CONCRETE	1,400	SYS	\$55.00	\$77,000.00
31	CURB RAMP, CONCRETE	490	SYS	\$225.00	\$110,250.00
32	CURB AND GUTTER, CONCRETE	840	LFT	\$35.00	\$29,400.00
34	TRUNCATED DOMES, HOT DIPPED BLACK	175	SYS	\$425.00	\$74,375.00
35	SAW CUT FOR ROADWAY LOOP AND SEALANT	350	LFT	\$23.00	\$8,050.00
36	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	2,870	LFT	\$0.25	\$717.50
38	MULCHED SEEDING, TYPE U	1,150	SYS	\$3.00	\$3,450.00
39	ASPHALT FOR TACK COAT	39	TON	\$0.01	\$0.39
TOTAL					\$1,820,313.37

PART 4
CONTRACT DOCUMENTS AND ADDENDA

Instructions to Bidders:

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

4.2 The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
<u>1</u>	<u>2/27/23</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

PART 5
EXCEPTIONS

Instructions To Bidders:

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

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

5.3 Exceptions, if any:

N/A

PART 6
FINANCIAL STATEMENT

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

BID OF

Rieth-Riley Construction Co., Inc.

(Contractor)

1751 W. Minnesota Street

(Address)

Indianapolis, IN 46221

FOR

PUBLIC WORKS PROJECTS

OF

City of Fishers

Road Resurfacing Contract 23-2

Filed _____

Action taken _____



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

PART I

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

Date (month, day, year): 3/2/2023

1. Governmental Unit (Owner): City of Fishers
2. County : Hamilton
3. Bidder (Firm): Rieth-Riley Construction Co., Inc.
Address: 1751 W. Minnesota Street
City/State/ZIPcode: Indianapolis, IN 46221
4. Telephone Number: 317-634-5561
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Road Resurfacing Contract 23-2

(Governmental Unit) in accordance with plans and specifications prepared by _____
_____ and dated _____ for the sum of

See Proposal Forms \$ _____

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

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

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

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

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

ACCEPTANCE

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

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

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

Governmental Unit: City of Fishers

Bidder (Firm) Rieth-Riley Construction Co., Inc.

Date (month, day, year): 3/2/2023

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
28,589,326.39	Heavy, Highway	2020	City of Carmel, IN
35,482,932.67	Heavy, Highway	2019	Indianapolis Public Trans Corp
33,528,548.13	Heavy, Highway	2019	INDOT, Indianapolis, IN
12,125,932.13	Heavy, Highway	2019	INDOT, Indianapolis, IN

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
5,388,000.00	Heavy, Highway	2021	City of Indianapolis, IN
5,725,000.00	Heavy, Highway	2021	City of Indianapolis, IN
9,230,248.55	Heavy, Highway	2022	INDOT, Indianapolis, IN
22,108,711.57	Heavy, Highway	2021	INDOT, Indianapolis, IN

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

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

Terracon, Cincinnati, OH

Duke Construction, LP, Indianapolis, IN

Pepper Construction Company of Indiana, Indianapolis, IN

Browning Construction, LLC

Prologis, Indianapolis, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

As per plans and specifications

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

See attached Exhibit A

EXHIBIT "A"

Striping and Signage

Otto's Parking Marking Co., Inc.
2449 East Main Street
Greenwood, IN 46143

RoadSafe Traffic Systems, Inc.
3519 Harding Street
Indianapolis, IN 46217

Seed / Sod / Erosion Control

Earth Images, Inc.
3471 W. County Line Road, Ste. B.
Greenwood, IN 46142

Guardrail

C-Tech Corporation
5300 West 100 North
Boggestown, IN 46110

Specialties Company, LLC
9350 East 30th Street
Indianapolis, IN 46229

Electrical

James H. Drew Corporation
8701 Zionsville Road
Indianapolis, IN 46268

Signal Construction, Inc.
5639 West US 40
Greenfield, IN 46140

Milling

Javelina Construction, Inc.
13476 Britton Park Drive
Fishers, IN 46038

McCrite Milling & Construction Co., Inc.
209 Quality Court, Ste. 8
New Albany, IN 47150

Grading

Denger Grading, Inc.
3266 East 100 North
Lebanon, IN 46052

Engineering

USI Consultants, Inc.
8415 East 56th Street
Indianapolis, IN 46216

CES LLC
7172 N. Keystone Ave, Unit J
Indianapolis, IN 46240

Gridlock Traffic Systems, Inc.
6400 Massachusetts Ave.
Indianapolis, IN 46226

Highway Safety Services, Inc.
3215 Imperial Parkway
Lafayette, IN 47909

Slusser's Green Thumb, Inc.
125 Montgomery Street
Logansport, IN 46947-0033

James H. Drew Corporation
8701 Zionsville Road
Indianapolis, IN 46268

The Hoosier Company
5421 West 86th Street
Indianapolis, IN 46268

T.C. Electric, Inc.
2817 W 100 S
Franklin, IN 46131

Mid-America Milling Co., Inc.
2227-A Koetter Drive
Clarksville, IN 47129

Specialties Company, LLC
9350 East 30th Street
Indianapolis, IN 46229

Gradex, Inc
12900 N. Meridian St
Carmel, IN 46032

Certified Engineering, Inc.
3933 Millersville Road
Indianapolis, IN 46205-3850

Roudebush Grading Inc.
17155 Harger Ct
Noblesville, IN 46060

C.E. Hughes
PO Box 0578
Jeffersonville, IN 47130

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

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

As required for specified items of work.

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

No.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to City of Fishers

By Rieth-Riley Construction Co., Inc.

☒ A Corporation
☐ Co-partnership
☐ An Individual

Address 3626 Elkhart Road, P.O. Box 477

Goshen, IN 46527-0477

Date submitted March 3, 2023

Filed

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualification of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered.
(Burns Statutes 1933, Sec. 53-109) Sec. 2, chapter 306, Acts of 1947.

TO THE BIDDER –

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

R.R. WICKERSHAM,
State Examiner

Submitted by Rieth-Riley Construction Co., Inc.

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

Principal Office at 3626 Elkhart Road, P.O. Box 477, Goshen, IN 46527-0477

To City of Fishers

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 106

2. How many years experience in Highway Construction construction work has your organization had: (a) As a general contractor 106 (b) As a sub-contractor 106

3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
\$41,006,016	Asphalt Pavement	2021	INDOT - 100 N. Senate Ave., Indianapolis, IN 46204
\$34,761,346	Bridges	2021	INDOT - 100 N. Senate Ave., Indianapolis, IN 46204
\$32,009,154	Interchange Construction	2021	City of Carmel - 1 Civic Square, City Hall, Carmel, IN 46032
\$27,348,623	Asphalt Pavement	2021	INDOT - 100 N. Senate Ave., Indianapolis, IN 46204

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
\$186,823,857	Asphalt Pavement & Bridges	2025	INDOT - 100 N. Senate Ave., Indianapolis, IN 46204
\$113,874,825	Asphalt Overlay Construction	2028	ITR Concession Company LLC - 3200 Cassopolis St. Elkhart IN 46514
\$49,494,673	MSE, CRCP Lane Addition	2024	INDOT - 100 N. Senate Ave., Indianapolis, IN 46204
\$31,138,998	New Asphalt Construction	2023	INDOT - 100 N. Senate Ave., Indianapolis, IN 46204

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

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefor

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No If so, state name of individual, name of owner and reason therefor

7. In what other lines of business are you financially interested? None

8. For what corporations or individuals have you performed work, and to whom do you refer?

AM General Corporation	105 North Niles Ave., South Bend, IN 46617
Tonn and Blank Inc.	1623 Greenwood Avenue, Michigan City, IN 46360
Prologis	8102 Zionsville Road, Indianapolis, IN 46268
Duke Construction Management	600 East 96th Street, Suite 100, Indianapolis, IN 46240
Ford Motor Company	20400 Oakwood Blvd, Dearborn, MI 48124
Pepper Construction Co. of IN, LLC	1850 West 15th Street, Indianapolis, IN 46202

9. For what cities have you performed work and to whom do you refer? _____
- | | | |
|----------------------|---|---------------|
| City of Indianapolis | Room 2260 Station 300, City County Bldg, Indianapolis, IN | City Engineer |
| City of South Bend | City-County Bldg, 227 W. Jefferson, South Bend, IN 46601 | City Engineer |
| City of Lafayette | 20 North 6th Street, Lafayette, IN 47901 | City Engineer |
| City of Gary | 401 Broadway, Gary, IN 46402 | City Engineer |
| City of Ionia | 114 N. Kidd, Ionia, MI 48846 | City Engineer |
| City of Petoskey | 101 East Lake Street, Petoskey, MI 49770 | City Engineer |
10. For what counties have you performed work and to whom do you refer? _____
- | | | |
|-------------------|--|--------------------|
| Elkhart County | 610 Steury Ave., Goshen, IN 46256 | County Engineer |
| St. Joseph County | City-County Bldg, 227 W. Jefferson, South Bend, IN 46601 | County Engineer |
| Mecosta County | 120 North Dekraft, Big Rapids, MI 49307 | County Engineer |
| Tippecanoe County | Highway Department, 20 N. 3rd St., Lafayette, IN 47901 | Executive Director |
| LaPorte County | 1805 W. 5th St., LaPorte, IN 46350 | County Engineer |
| Kent County | 1500 Scribner NW, Grand Rapids, MI 49504 | County Engineer |
11. For what State bureaus or departments have you performed work and to whom do you refer? _____
- | | |
|------------------------------------|---|
| IN Department of Transportation | 100 N. Senate, Indianapolis, IN 46204 |
| MI Department of Transportation | 425 N. Ottawa, Lansing, MI 48909 |
| IL Department of Transportation | 2300 S. Dirksen Pkwy, Springfield, IL 62764 |
| Purdue University | 1653 Freehafer Hall, West Lafayette, IN 47907 |
| IN Department of Administration | 402 W. Washington St., Suite W478, Indianapolis, IN 46204 |
| Indianapolis Airport Authority | 2500 South High School Road, Indianapolis, IN 46241 |
| MI Department of Natural Resources | P.O. Box 30033, Lansing, MI 48909 |
12. Have you ever performed any work for the U.S. Government? Yes
- If so, when and to whom do you refer? _____
- | | |
|---|--|
| US Department of Agriculture Forest Service | 412 Red Apple Road, Manistee, MI 49660 |
| General Services Administration | Battle Creek, MI 49017 |
| US Coast Guard | Traverse City, MI 49663 |
| US Postal Service | 3939 Vincennes Road, Indianapolis, IN 46298-9991 |
| US Department of Interior Park Service | 1100 N. Mineral Springs Road, Porter, MI 46304 |
| US Fish and Wildlife | 229 South Jebavy Drive, Ludington, MI 49431 |
13. What is the construction experience of the principal individuals of your organization? _____

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
A. Keith Rose	CEO/President	36	Highway, Bridge Construction	Constr. Exec.
Brian A. Inniger	Corp. Exec. VP	26	Highway, Bridge Construction	Finance/Acct
Michael J. Weber	CFO/Treasurer	21	Highway, Bridge Construction	Finance/Acct
Al A. Caggiano	Equipment Manager	34	Highway, Bridge Construction	Exec. Engineer
Robert L. Konopinski	Secretary	14	Highway, Bridge Construction	General Counsel
R. Scott Stine	VP Central Indiana	28	Highway, Bridge Construction	Constr. Exec.
Chad W. Loney	VP Operations	26	Highway, Bridge Construction	Constr. Exec.
J. Eric Engleking	VP Northern Indiana	26	Highway, Bridge Construction	Constr. Exec.
Todd Colberg	VP Michigan	31	Highway, Bridge Construction	Constr. Exec.

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

By personal inspection

2. Explain your plan or layout for performing the proposed work

According to the plans and specifications

3. The work, if awarded to you, will have the personal supervision of whom?

The Area Manager

- *4. Do you intend to do the hauling on the proposed work with your own forces?

Yes- as required

If so, give amount and type of equipment to be used

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of subcontract or agents contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility

Unknown at this time

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

6. Do you intend to do the grading on the proposed work with your own forces?

Yes

If so, give type of equipment to be used. As required

- *7. If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. Not applicable

8. Do you intend to sublet any portions of the work? Unknown at this time If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility.

9. From which subcontractors or agents do you expect to require a bond? Unknown at this time

10. What equipment do you own that is available for the proposed work?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
	Grading	Various	Good	Various	IN, MI, IL
	Paving	Various	Good	Various	IN, MI, IL
	Hauling	Various	Good	Various	IN, MI, IL
	Other Related Equip.	Various	Good	Various	IN, MI, IL

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST
	NONE		

12. How and when will you pay for the equipment to be purchased? NOT APPLICABLE

13. Do you propose to rent any equipment for this work? NO If so, state type, quantity and reasons for renting

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers YES

Dated at GOSHEN, INDIANA this 12TH day of JANUARY, 20 23

RIETH-RILEY CONSTRUCTION CO., INC.

(Name of Organization)

By

MICHAEL J. WEBER, CHIEF FINANCIAL OFFICER

(Title of Person Signing)

STATE OF INDIANA

COUNTY OF ELKHART

SS:

MICHAEL J. WEBER

CHIEF FINANCIAL OFFICER

being duly sworn, deposes and says that he is

RIETH-RILEY CONSTRUCTION CO., INC.

(Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 12TH day of JANUARY, 20 23

ESPERANZA MARTINEZ
NOTARY PUBLIC

SEAL
My Commission expires MAY 27, 2028
ELKHART COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES MAY 27, 2028
COMMISSION NUMBER NP0727007

ESPERANZA MARTINEZ

RESIDING IN ELKHART COUNTY, INDIANA

Notary Public

The name of the partnership firm under which the above partners are operating is _____

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signature of all parties.
A corporation must give full corporate name, signature of official and affix corporate seal.

BY: _____

MICHAEL J. WEBER, CHIEF FINANCIAL OFFICER

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } SS:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____, 20 _____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } SS:

_____ being duly sworn, deposes and says that he is a member of the firm of _____, that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____, 20 _____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF INDIANA }
COUNTY OF ELKHART } SS:

MICHAEL J. WEBER

_____ being duly sworn, deposes and says that he is CHIEF FINANCIAL OFFICER of the RIETH-RILEY CONSTRUCTION CO., INC., the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

12TH day of JANUARY, 20 23

Esperanza Martinez
ESPERANZA MARTINEZ
RESIDING IN ELKHART COUNTY, INDIANA.
MY COMMISSION EXPIRES MAY 27, 2028

Notary Public

15

(Official must sign here)
ESPERANZA MARTINEZ
NOTARY PUBLIC

SEAL

ELKHART COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES MAY 27, 2028
COMMISSION NUMBER NP0727007

Contractor's Financial Statement

Submitted by Rieth-Riley Construction Co., Inc.

with principal office at 3626 Elkhart Road, P.O. Box 477, Goshen, IN 46527-0477

To City of Fishers

☒ A Corporation
☐ A Co-partnership
☐ An Individual

Condition at close of business

December 31, 2022

		Dollars								Cts.
ASSETS										
1. Cash:	(a) On hand								0	
	(b) In bank	12	1	5	1	6	7	1	1	
	(c) Elsewhere								0	
2. Notes receivable	(a) Due within 90 days								0	
	(b) Due after 90 days								0	
	(c) Past due								0	
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment			2	8	1	1	7	3	5	
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate										
	(a) Amount receivable after deducting retainage	8	8	1	9	2	2	7	1	
	(b) Retainage to date; due upon completion of contracts	1	6	7	5	2	6	2	8	
5. Accounts receivable from sources other than construction contracts									0	
6. Deposits for bids or other guarantees:	(a) Recoverable within 90 days								0	
	(b) Recoverable after 90 days								0	
7. Interest accrued on loans, securities, etc.	OTHER CURRENT ASSETS	3	2	3	6	7	9	8	0	
8. Real estate:	(a) Used for business purposes	5	2	1	3	0	4	9	2	
	(b) Not used for business purposes								0	
9. Stocks and bonds:	(a) Listed - present market value								0	
	(b) Unlisted - present value								0	
10. Materials in stock not included in Item 4	(a) For uncompleted contract (present value)								0	
	(b) Other materials (present value)	7	9	5	9	1	2	8	3	
11. Equipment, book value		7	4	9	0	4	7	7	8	
12. Furniture and fixtures, book value						2	4	1	8	
13. Other assets		11	3	1	4	1	2	6	6	
Total assets		58	1	4	1	1	5	6	2	
LIABILITIES										
1. Notes payable:	(a) To banks regular		4	4	7	5	8	0	1	
	(b) To banks for certified checks								0	
	(c) To others for equipment obligations								0	
	(d) To others exclusive of equipment obligations								0	
2. Accounts payable:	(a) Not past due	4	1	2	8	9	9	7	9	
	(b) Past due								0	
3. Real estate encumbrances									0	
4. Other liabilities		6	9	1	9	4	0	3	9	
5. Reserves									0	
6. Capital stock paid up:	(a) Common			1	2	6	6	0	0	
	(b) Common	5	9	1	6	1	3	2	4	
	(c) Preferred								0	
	(d) Preferred								0	
	Treasury								0	
	Accumulated Other Comprehensive Loss			(3	1	7	3	0	2)	
7. Surplus (net worth)		40	7	4	8	1	1	2	1	
Total liabilities		58	1	4	1	1	5	6	2	
CONTINGENT LIABILITIES										
1. Liability on notes receivable, discounted or sold									0	
2. Liability on accounts receivable, pledged, assigned or sold									0	
3. Liability as bondsman									0	
4. Liability as guarantor on contracts or on accounts of others									0	
5. Other contingent liabilities									0	
Total contingent liabilities									0	

DETAILS RELATIVE TO ASSETS

1	Cash	(a) on hand	\$ 0
		(b) deposited in banks named below	\$ 121,516,711
		(c) elsewhere -- (state where)	\$ 0

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
JP Morgan Chase Bank	Checking, Money Market Accts & CD's		\$ 95,626,824
BMO Harris Bank	Money Market Accts & CD's		108,926
PNC Bank	Money Market Accts & CD's		105,020
Interra Credit Union	Money Market Accts & CD's		15,155,685
Inova Federal Credit Union	Money Market Accts & CD's		10,140,357
1st Source Bank	Money Market Accts & CD's		219,744
Lake City Bank	Money Market Accts & CD's		160,155

2	Notes receivable	(a) due within 90 days	\$ 0
		(b) due after 90 days	\$ 0
		(c) past due	\$ 0

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold? _____ If so, state amount, to whom, and reason _____

3*	Accounts receivable from completed contract exclusive of claims not approved for payment			
NAME AND ADDRESS OF OWNER		NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE
Various -- all under 10% of total				\$ 2,811,735

Have any of the above been sold, assigned, or pledged? _____ If so, state amount, to whom, and reason _____

4*	Sums earned on uncompleted contracts, as shown by engineers or architects estimate:			\$ 88,192,271
	(a) Amount receivable after deducting retainage			\$ 16,752,628
	(b) Retainage to date due upon completion of contract			

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	
Various -- each under 10% of total					16,752,628	88,192,271

Have any of the above been sold, assigned, or pledged? _____ If so, state amount, to whom, and reason _____

*List separately each item amounting to 10 per cent or more of the total and combined the reminders

DETAILS RELATIVE TO ASSETS (Continued)

5	Accounts receivable not from construction contracts _____	\$	0
	RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE
What amount, if any, is past due _____		\$	

6	Deposits with bids or otherwise as guarantees _____	\$	0
	DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE

7	Interest accrued on loans securities etc. _____	Other Current Assets	\$	32,367,980
	ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT	
	Cost Over Billings on Uncompleted Jobs		\$	30,925,779
	Prepaid Expenses		\$	668,355
	Other Current Assets		\$	773,846

8	Real estate	(a) Used for business purposes _____	\$	52,130,492
	Book Value	(b) Not used for business purposes _____	\$	0
	DESCRIPTION OF PROPERTY	IMPROVEMENTS	TOTAL BOOK VALUE	
		NATURE OF IMPROVEMENTS	BOOK VALUE	
1	Land and Buildings			\$ 52,130,492
2				
3				
4				
5				
6				
7				
	LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1	Indiana and Michigan	Rieth-Riley Construction Co., Inc.		(1)
2				
3				
4				
5	(1) Assets Mortgaged as Additional Security for Loans			
6				
7				

*List separately each item amounting to 10 per cent or more of the total and combined the reminders

DETAILS RELATIVE TO ASSETS (Continued)

12	Furniture and fixtures at book value	\$ 2,418
13	Other assets	\$ 113,141,266
DESCRIPTION		AMOUNT
Other Equipment		\$ 694,997
Goodwill		\$ 15,402,980
Other Long Term Assets, Other Intangible Assets, Investment in Joint Venture		\$ 89,095,890
Equipment Purchase Deposits		\$ 7,947,399
TOTAL ASSETS: \$		581,411,562

DETAIL RELATIVE TO LIABILITIES

1	Notes payable	(a) To banks, regular	\$	4,475,801			
		(b) To banks for certified checks	\$	0			
		(c) To others for equipment obligations	\$	0			
		(d) To others exclusive of equipment obligations	\$	0			
TO WHOM: NAME AND ADDRESS		WHAT SECURITY	WHEN DUE	AMOUNT			
JP Morgan Chase Bank (Acquisition)		Personal & Real Property	Various	\$ 4,475,801			
2	Accounts payable	(a) Not past due	\$	41,289,979			
		(b) Past due	\$	0			
TO WHOM: NAME AND ADDRESS		FOR WHAT	DATE PAYABLE	AMOUNT			
Various – Each under 10% of Total		Materials, Sub	Various	\$ 41,289,979			
3	Real estate encumbrances (See Item 8, Assets)		\$	0			
4	Other liabilities		\$	69,194,039			
DESCRIPTION		AMOUNT					
Billings in excess of costs on uncompleted jobs		\$ 33,740,616					
Accrued post-retirement health benefits		\$ 1,926,905					
Accrued taxes & expenses, other long-term liabilities		\$ 33,526,518					
5	Reserves		\$				
INTEREST	INSURANCE	BLDGS & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$	\$	\$	\$	\$	\$	\$	\$
6	Capital stock paid up	(a) Common	\$	126,600			
		(b) Preferred	Treasury	\$ 59,161,324			
7	Surplus	Less accumulated other comprehensive loss (\$317,302)	\$	407,163,819			
TOTAL LIABILITIES: \$				581,411,562			

If a corporation answer this:

Amount for which incorporated \$126,500

Capital paid in cash \$126,500

When incorporated 08 / 08 / 1952

In what state INDIANA

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

A. Keith Rose, CEO/President; Brian A. Inniger, Corp Exec VP; Michael J. Weber, CFO;

David Dankert, Area Mgr.; Chad Loney, VP Operations; Harrigan Williams, Sales Mgr.;

J. Eric Engleking, VP N. IN; Christopher L. Weinkauff, Sales Mgr; Josh Jessup, Area Mgr;

Ruben Alvarado, Sales Mgr.; Brian L. Garrett, Area Mgr.; Scott Stine, VP. Cent. IN

Eric Jordan, Sales Mgr.; Jacob Kwilas, Area Mgr.; Dan Foreman, Area Mgr.;

Janell Shannon, Office Mgr.; C. Edward Holliday, Gen. Super.; Phil Ross, Structures Mgr.;

Mike Jaskela, Gen. Super.;

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto? YES

If a co-partnership answer this:

Date of organization _____

State whether co-partnership is general, limited or association _____

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	_____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

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

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

SECTION V OATH AND AFFIRMATION

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

Dated at Indianapolis this 3 day of March, 2023

Rieth-Riley Construction Co., Inc.

(Name of Organization)

By Michael A. Jaskela

Area Manager

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Marion) ss

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

Subscribed and sworn to before me this 3 day of March, 2023.

Lisa J Bender
Notary Public

My Commission Expires: December 20, 2029

County of Residence: Marion



PART 7
ADDITIONAL DECLARATIONS

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

I.C. § 5-16-8-1 Definitions:

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

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

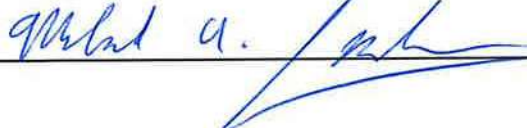
I.C. § 5-16-8-2 Public agency contract provisions; rules for determining reasonable pricing:

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

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

PART 8
SIGNATURES

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

Bidders Name: Rieth-Riley Construction Co., Inc
Written Signature: 
Printed Name: Michael A Jaskela
Title: Area Manager

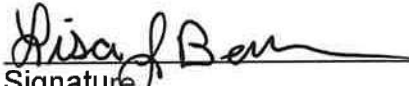
Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Subscribed and sworn to before me this 3 day of March, 2023.

My commission expires: December 20, 2029

Residing in Marion County, State
of Indiana


Signature

Lisa Bender
Printed



RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of Rieth-Riley Construction Co., Inc. ("Rieth-Riley") to assure that applicants are employed, and that employees are treated during employment, without regard to their veteran status, race, religion, sex, sexual orientation, gender identity, color, national origin, age, disability, genetic information, citizen status, and/or any other applicable legally-recognized protected class under local, state or federal law. Such action shall include: 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, pre-apprenticeship and/or on-the-job training. Further, Rieth-Riley will make reasonable efforts to accommodate the religious observations and practices of employees, unless to do so would cause Rieth-Riley an undue hardship.

If you have a complaint concerning a violation of this policy, contact your area office Equal Employment Opportunity Officer; or the Corporate Equal Employment Opportunity Officer or the Director of Human Resources who are located at Rieth-Riley Construction Co., Inc., P.O. Box 477, Goshen, IN 46527-0477, telephone number: (574) 875-5183.

Employees are encouraged to refer qualified minority and female candidates to Rieth-Riley at any of our area offices or you can send resumes to the Human Resource Department at the above address.



A. Keith Rose, President
January 1, 2023

(01/19 Edition)

P.O. Box 477 • 3626 Elkhart Rd. • Goshen, IN 46527



Phone: (574) 875-5183 • www.rieth-riley.com

BUSINESS INFORMATION
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
05/23/2022 03:09 PM

Business Details

Business Name: **RIETH-RILEY CONSTRUCTION CO., INC.** Business ID: **192874A067**
Entity Type: **Domestic For-Profit Corporation** Business Status: **Active**
Creation Date: **08/08/1952** Inactive Date:
Principal Office Address: **P.O. Box 477, POST OFFICE BOX 477, Goshen, IN, 46527 - 0477, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **08/31/2022**
Years Due:

Governing Person Information

Title	Name	Address
Vice President	BRIAN A. INNIGER	3626 ELKHAR ROAD, P. O. BOX 477, GOSHEN, IN, 46527 - 0477, USA
Director	RONALD G. POPE	1124 BARON DRIVE, MYRTLE BEACH, SC, 29577, USA
Vice President	Eugene E. Yarkie	3626 Elkhart Road, Goshen, IN, 46527 - 0477, USA
Vice President	Paul J. Tate	1751 W. Minnesota Street, Indianapolis, IN, 46221, USA
Director	Jack K. Matthys	57457 Pine Road, South Bend, IN, 46619, USA
Director	William J. Schmuhl, Jr.	1421 Honan Drive, South Bend, IN, 46614, USA
Director	WILLIAM P. JOHNSON	6310 TRUSDALE AVENUE, SYRACUSE, IN, 46567, USA
Secretary	ROBERT L. KONOPINSKI	3626 ELKHART ROAD, P. O. BOX 477, GOSHEN, IN, 46527 - 0477, USA
President	A. KEITH ROSE	3626 ELKHART ROAD, P. O. BOX 477, GOSHEN, IN, 46527 - 0477, USA
Director	Robert L. McCormick	3205 Wakefield Drive, Goshen, IN, 46528, USA
CFO	Michael Weber	P.O. Box 477, Goshen, IN, 46527 - 0477, USA

Registered Agent Information

Type: **Individual**
Name: **ROBERT L. KONOPINSKI**
Address: **3626 ELKHART RD., GOSHEN, IN, 46526, USA**

CITY OF FISHERS, INDIANA

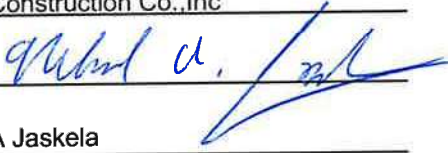
APPENDIX D

E-VERIFY AFFIDAVIT

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

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

(Contractor): Rieth-Riley Construction Co., Inc

By (Written Signature) 

(Printed Name): Michael A Jaskela

(Title): Area Manager

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: _____

COUNTY OF Marion

Subscribed and sworn to before me this 2 day of March, 2023

My commission expires: December 20, 2029 (Signed): 

Residing in Marion County, State Indiana

1986133/15982-10



Company ID Number: 418774

E-VERIFY

CORPORATE COMPANY

If you have any questions, contact E-Verify at
888-464-4218

INFORMATION REQUIRED
FOR E-VERIFY

Information relating to your Company:

Company Name:	Rieth-Riley Construction Co., Inc.
Company Facility Address:	3626 Elkhart Road
	Goshen, IN 46526
County or Parish:	Elkhart

Information relating to the Corporate Administrator(s) for your Company on policy questions or operational problems:

Name:	Katelyn Zonker	Fax Number:	574-875-8405
Telephone Number:	574-875-5183		
Email Address:	kzonker@rieth-riley.com		
Name:	Rena Fish	Fax Number:	574-875-8405
Telephone Number:	574-875-5183		
Email Address:	rkfish@rieth-riley.com		

PART 9
POST BID SUBMITTAL
MANUFACTURERS LIST

Instructions To Bidders:

The Bidder shall enter, in the spaces provided below, the name of the manufacturer of equipment that the Bidder proposes to furnish for each item of equipment listed in the Manufacturers List, which follows. The Bidder shall enter the name of only one manufacturer for each listed equipment item. Failure to enter a manufacturer's name for each listed equipment item may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Upon award of a contract, each listed equipment item shall be furnished by the named manufacturer, unless changes are specifically authorized. Equipment substitutions will be permitted only with the Owner's prior consent.

Preliminary acceptance of equipment listed by the manufacturer's name shall not in any way constitute a waiver of the Drawing and Specification requirements covering such equipment. Acceptance will be based on full conformity with the Drawings and Specifications covering the equipment.

Equipment Item (Contract Items)

Manufacturer

All necessary to perform work

PART 10
POST BID SUBMITTAL

SUBCONTRACTORS LIST

Instructions To Bidders:

The Bidder shall enter the names and the type of work to be done in the Subcontractors List which follows for each Subcontractor that the Bidder proposes to use for the Work who will be providing work for an agreed price of five percent (5%) or greater of the amount Bid as stated above in Part 2.

Only one Subcontractor shall be listed for each work item. Upon award of a contract, the named Subcontractors shall be employed to perform the work, unless changes are specifically authorized by the Owner. Failure to furnish all information requested may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Except as otherwise specifically stated by the Bidder in this Part, omission of any names of Subcontractors herein shall constitute an affirmative representation and statement that the Bidder proposes to use his own work forces for most of the Work such that he will have no Subcontractors providing work in the amount of five percent (5%) or greater of the amount Bid.

<u>Subcontractor Name</u>	<u>Work</u>	<u>Price</u>
CC&T Construction Co., Inc	Concrete	\$408,875.00
Javelina Construction	Milling	\$61,000.00
Indiana Traffic Services, LLC	Traffic Control/Pavement Markings	\$14,045.00

(use additional sheets if necessary)

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS,

That we, RIETH-RILEY CONSTRUCTION CO., INC. as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fishers, IN

Ten percent of bid dollars as Obligee, hereinafter called the Obligee, in the sum of Ten percent of bid dollars Dollars (\$10% of bid dollars), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Road Resurfacing Contract 23-2

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such, or in the *event* of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2 day of March 2023

Witness D Janell Shannon

Witness Devin Maler

RIETH-RILEY CONSTRUCTION CO., INC.

Michael A. Jaskela (Principal) (Seal)
 (Name & Title) Michael A Jaskela
Area Manager

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Linda Discenza
 Linda Discenza, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Linda Discenza** of **CLEVELAND, Ohio**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2** day of **March**, 2023



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

CERTIFICATE OF AUTHORITY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned President of Rieth-Riley Construction Co., Inc., a corporation duly organized and existing under the laws of the State of Indiana, hereby represents and confirms that **Michael A. Jaskela, Area Manager**, has full power and authority to make, execute, seal, if required by law, and deliver for and on its behalf, and as its act and deed any and all bids, proposals or contracts, said bids, proposals or contracts not to exceed **\$5,000,000.00** which bids, proposals or contracts call for work, services, or materials to be furnished by Rieth-Riley Construction Co., Inc., whether such bids, proposals or contracts are being submitted to an individual or entity, public or private, and to bind Rieth-Riley Construction Co., Inc. thereby as fully and to the same extent as if such bids, proposals or contracts were signed by an Executive Officer of Rieth-Riley Construction Co., Inc., and sealed, if required by law, and attested by one of such officers, and hereby ratifies and confirms all that the above named designee may do in pursuance hereof.

The authority granted to the above named designee is pursuant to Section 6.03 of the Amended and Restated Code of By-Laws of Rieth-Riley Construction Co., Inc., as amended, effective April 26, 2019 (the "Restated By-Laws"), and which Restated By-Laws, as amended, and the authority granted to the above named designee continue in full force and effect.

This Certificate of Authority is issued, signed and sealed, if required by law, by facsimile under and by authority of the following standing resolutions adopted by the Board of Directors of Rieth-Riley Construction Co., Inc., at a meeting held on the 16th day of February, 1996, at which a quorum was present, and which resolutions have not been amended or repealed and continue in full force and effect:

"Resolved that for purposes of clarification and in furtherance of the intent of Section 6.03 of the By-Laws of the Company the authority granted in Section 6.03 shall extend to the making, execution, sealing, if required by law, and delivery on behalf of the Company of all documents required as part of any bid, proposal or contract, which is for work, services or materials to be furnished by Company and which is being submitted to an individual or entity, public or private."

"Resolved that in carrying out the provisions of Section 6.03 of the By-Laws of the Company the signatures of such directors and officers and, if required by law, the seal of the Company may be affixed to any such Certificate of Authority or any certificate relating thereto by facsimile, and any such Certificate of Authority or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Certificate of Authority so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company, with respect to any bid, proposal or contract to which it is attached."

IN WITNESS WHEREOF, Rieth-Riley Construction Co., Inc., has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this **10th day of February, 2022**.

RIETH-RILEY CONSTRUCTION CO., INC.



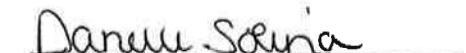

A. Keith Rose, President

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

On this **10th day of February, 2022**, before me personally came A. Keith Rose, to me known, who, being by me sworn, did depose and say: that he is President of Rieth-Riley Construction Co., Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he executed the said instrument on behalf of the corporation by authority of his office pursuant to corporation's Restated By-Laws and standing resolutions.

My Commission Expires: April 11, 2024

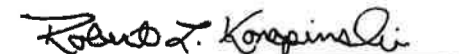



Danelle Solina, Notary Public
Residing in Kosciusko County, Indiana

I, Robert L. Konopinski, do hereby certify that I am the duly appointed and acting Secretary of Rieth-Riley Construction Co., Inc., a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana; that the foregoing Certificate of Authority has neither been amended or rescinded and remains in full force and effect; and furthermore, that the Restated By-Laws and standing resolutions of the corporation, as referred to and set forth in this Certificate of Authority, continue in full force and effect.

Signed and Sealed at the Corporate Office of Rieth-Riley Construction Co., Inc., in the City of Goshen, State of Indiana. Dated this 3 day of March, 2023.




Robert L. Konopinski, Secretary



Date: 3/2/2023

RE: Rieth-Riley Construction Co., Inc.

To Whom it May Concern:

The Travelers Casualty and Surety Company of America and/or affiliate companies have been providing Bid, Performance and Payment Bonds for Rieth-Riley Construction Co., Inc. for several years.

If requested, the Travelers Casualty and Surety Company of America is willing to furnish Performance and Payment Bonds subject to the review of contract financing, bid results and construction documents.

Sincerely,

Geri Patronite, Attorney-in-fact
for Travelers Casualty and Surety Company of America
216-367-8787



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Megan Dent
The James B. Oswald Company	PHONE (A/C, No, Ext): (216) 367-8787
1100 Superior Avenue East	FAX (A/C, No): (216) 241-4520
Suite 1500	E-MAIL ADDRESS: Mdent@oswaldcompanies.com
Cleveland OH 44114	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Indemnity Company
	INSURER B: Travelers Indemnity Of Connecticut
	INSURER C: Travelers Prop & Cass Co of America
	INSURER D: Standard Fire Ins Co
	INSURER E:
	INSURER F:
INSURED	NAIC #
Rieth-Riley Construction Co., Inc.	25658
PO Box 477	25682
	25674
	19070
Goshen IN 46527	

COVERAGES	CERTIFICATE NUMBER: 22/23 RR - Goshen	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			VTC2K-CO-4S965782-IND-22	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			VTC2K-CAP-4S965757-IND-22	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP-4S965770-20-25	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-6T729114-22-25-D	10/01/2022	10/01/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance
Certificate Holder is included as Additional Insured when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RESOLUTION NO. R031423B

**A RESOLUTION OF THE CITY OF FISHERS BOARD
OF PUBLIC WORKS & SAFETY AWARDING
ROAD REHABILITATION CONTRACT 23-2**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) desires to rehabilitate existing roadways and upgrade existing curb ramps to ADA standards within sections of: Oxford, Harvard, and Princeton Parks subdivision, Wildwood Estates subdivision, River Glen Dr., Sunblest, Rolling Knoll subdivision, and Spyglass Hills subdivision. (“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 Rieth-Riley Construction Co., 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.

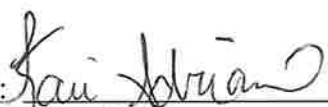
Section 3. The Board hereby designates the Mayor or his designee to execute the bid, the Agreement, and any and all documents necessary to effectuate their intent.

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 14th day of March 2023.

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

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

ATTEST:  DATE: 3/14/23
Kari Adriano, Board Clerk

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

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

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: Road Resurfacing Contract 23-2

WORK: Asphalt Road Resurfacing & Misc. Oxford, Harvard, Princeton Parks, Wildwood Estates, Rolling Knoll, Spyglass, Sunblest subdivisions.

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

City of Fishers
BIDDER PROPOSAL SUMMARY PAGE
AND
BIDDER REMINDER LIST TO BE INCLUDED
IN BID PACKAGE FOR BID OPENING

Complete the following information and place as the cover page to your Bid package. Insert all documents into an envelope with project name and your company name clearly marked on the outside. Seal the envelope.

Company:	Rieth-Riley Construction Co.,Inc
Project Name:	ROAD RESURFACING CONTRACT 23-2
Date Submitted:	3/2/23
Base Bid Amount:	\$1,820,313.37

Bidding Requirement:	Yes	No
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 No. 96) (Contractor's Bid for Public Work)	✓	
Part 7 - Additional Declarations	✓	
Part 8 - Signatures	✓	
Part 9 - Post Bid Manufacturers List	✓	
Part 10 - Post Bid Subcontractors List	✓	

IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED OR PROPERLY EXECUTED, THE BIDDER'S BID MAY NOT BE ACCEPTED OR REJECTED

PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name: Rieth-Riley Construction Co., Inc

1.2 Bidder Address: 1751 W Minnesota St

City: Indianapolis State: IN Zip: 46221

Phone: 317-634-5561 Fax: _____ Email: ejordan@rieth-riley.com

1.3 Bidder is a/an [mark one]

_____ Individual _____ Partnership ☒ Indiana Corporation

_____ Foreign (out of state) Corporation; State _____

_____ Joint Venture _____ 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, Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the Indiana General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 23, 1958.]

.1 Corporation Name: _____

.2 Address: _____

.3 Date registered with State of Indiana: _____

.4 Indiana Registered Agent:

Name: _____

Address: _____

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 One million eight hundred twenty thousand three hundred thirteen dollars and thirty-seven cents Dollars (\$ 1,820,313.37). 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.

PART 3					
CONTRACT ITEMS AND UNIT PRICES - BASE BID					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	CONSTRUCTION ENGINEERING	1	LS	\$10,000.00	\$10,000.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$20,070.46	\$20,070.46
3	MILLING, ASPHALT, 1.5"	134,469	SYS	\$1.60	\$215,150.40
5	MONUMENT/SURVEY MARKER SET	5	EACH	\$1,900.00	\$9,500.00
6	HMA, BASE REPAIR, TYPE C	389	TON	\$147.93	\$57,544.77
10	HMA SURFACE 9.5mm, 1.5" TYPE C	11,158	TON	\$90.74	\$1,012,476.92
11	HMA FOR APPROACHES, TYPE C	52	TON	\$302.50	\$15,730.00
12	CONSTRUCTION SIGN, A	13	EACH	\$140.00	\$1,820.00
13	MAINTAINING TRAFFIC	1	LS	\$47,315.61	\$47,315.61
14	SNOW PLOWABLE RAISED PAVEMENT MARKER, BLUE, WHITE, YELLOW	63	EACH	\$75.00	\$4,725.00
15	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	110	LFT	\$0.95	\$104.50
16	LINE, THERMOPLASTIC, SOLID, YELLOW, 4"	90	LFT	\$0.95	\$85.50
17	Item Deleted	0	LFT		
18	Item Deleted	0	LFT		
19	TRANSVERSE MARKING, THERMO, STOP LINE, 24"	36	LFT	\$10.00	\$360.00
20	PAVEMENT MESSAGE MARKING, THERMO, LANE INDICATION ARROW	4	EACH	\$275.00	\$1,100.00
22	TRANSVERSE MARKING, THERMO, SOLID, CROSSWALK, WHITE, 24"	65	LFT	\$10.00	\$650.00
25	CASTING, ADJUST TO GRADE	8	EACH	\$632.91	\$5,063.28
26	CASTING, ADJUST TO GRADE 96th St. See SP47	4	EACH	\$2,743.51	\$10,974.04
27	TOP SOIL	100	CYS	\$60.00	\$6,000.00
28	CURB AND GUTTER, REMOVE	3,450	LFT	\$20.00	\$69,000.00
29	SIDEWALK, CONCRETE, REMOVE	1,400	SYS	\$21.00	\$29,400.00
30	SIDEWALK, CONCRETE	1,400	SYS	\$55.00	\$77,000.00
31	CURB RAMP, CONCRETE	490	SYS	\$225.00	\$110,250.00
32	CURB AND GUTTER, CONCRETE	840	LFT	\$35.00	\$29,400.00
34	TRUNCATED DOMES, HOT DIPPED BLACK	175	SYS	\$425.00	\$74,375.00
35	SAW CUT FOR ROADWAY LOOP AND SEALANT	350	LFT	\$23.00	\$8,050.00
36	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14GA	2,870	LFT	\$0.25	\$717.50
38	MULCHED SEEDING, TYPE U	1,150	SYS	\$3.00	\$3,450.00
39	ASPHALT FOR TACK COAT	39	TON	\$0.01	\$0.39
TOTAL					\$1,820,313.37

PART 4
CONTRACT DOCUMENTS AND ADDENDA

Instructions to Bidders:

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

4.2 The Bidder acknowledges receipt of the following addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
<u>1</u>	<u>2/27/23</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

PART 5
EXCEPTIONS

Instructions To Bidders:

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

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

5.3 Exceptions, if any:

N/A

PART 6
FINANCIAL STATEMENT

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

BID OF

Rieth-Riley Construction Co., Inc.

(Contractor)

1751 W. Minnesota Street

(Address)

Indianapolis, IN 46221

FOR

PUBLIC WORKS PROJECTS

OF

City of Fishers

Road Resurfacing Contract 23-2

Filed _____

Action taken _____



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

PART I

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

Date (month, day, year): 3/2/2023

1. Governmental Unit (Owner): City of Fishers
2. County : Hamilton
3. Bidder (Firm): Rieth-Riley Construction Co., Inc.
Address: 1751 W. Minnesota Street
City/State/ZIPcode: Indianapolis, IN 46221
4. Telephone Number: 317-634-5561
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Road Resurfacing Contract 23-2

(Governmental Unit) in accordance with plans and specifications prepared by _____
_____ and dated _____ for the sum of

See Proposal Forms \$ _____

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

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

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

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

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

ACCEPTANCE

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

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

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

Governmental Unit: City of Fishers

Bidder (Firm) Rieth-Riley Construction Co., Inc.

Date (month, day, year): 3/2/2023

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
28,589,326.39	Heavy, Highway	2020	City of Carmel, IN
35,482,932.67	Heavy, Highway	2019	Indianapolis Public Trans Corp
33,528,548.13	Heavy, Highway	2019	INDOT, Indianapolis, IN
12,125,932.13	Heavy, Highway	2019	INDOT, Indianapolis, IN

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
5,388,000.00	Heavy, Highway	2021	City of Indianapolis, IN
5,725,000.00	Heavy, Highway	2021	City of Indianapolis, IN
9,230,248.55	Heavy, Highway	2022	INDOT, Indianapolis, IN
22,108,711.57	Heavy, Highway	2021	INDOT, Indianapolis, IN

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

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

Terracon, Cincinnati, OH

Duke Construction, LP, Indianapolis, IN

Pepper Construction Company of Indiana, Indianapolis, IN

Browning Construction, LLC

Prologis, Indianapolis, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

As per plans and specifications

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

See attached Exhibit A

EXHIBIT "A"

Striping and Signage

Otto's Parking Marking Co., Inc.
2449 East Main Street
Greenwood, IN 46143

RoadSafe Traffic Systems, Inc.
3519 Harding Street
Indianapolis, IN 46217

Seed / Sod / Erosion Control

Earth Images, Inc.
3471 W. County Line Road, Ste. B.
Greenwood, IN 46142

Guardrail

C-Tech Corporation
5300 West 100 North
Boggestown, IN 46110

Specialties Company, LLC
9350 East 30th Street
Indianapolis, IN 46229

Electrical

James H. Drew Corporation
8701 Zionsville Road
Indianapolis, IN 46268

Signal Construction, Inc.
5639 West US 40
Greenfield, IN 46140

Milling

Javelina Construction, Inc.
13476 Britton Park Drive
Fishers, IN 46038

McCrite Milling & Construction Co., Inc.
209 Quality Court, Ste. 8
New Albany, IN 47150

Grading

Denger Grading, Inc.
3266 East 100 North
Lebanon, IN 46052

Engineering

USI Consultants, Inc.
8415 East 56th Street
Indianapolis, IN 46216

CES LLC
7172 N. Keystone Ave, Unit J
Indianapolis, IN 46240

Gridlock Traffic Systems, Inc.
6400 Massachusetts Ave.
Indianapolis, IN 46226

Highway Safety Services, Inc.
3215 Imperial Parkway
Lafayette, IN 47909

Slusser's Green Thumb, Inc.
125 Montgomery Street
Logansport, IN 46947-0033

James H. Drew Corporation
8701 Zionsville Road
Indianapolis, IN 46268

The Hoosier Company
5421 West 86th Street
Indianapolis, IN 46268

T.C. Electric, Inc.
2817 W 100 S
Franklin, IN 46131

Mid-America Milling Co., Inc.
2227-A Koetter Drive
Clarksville, IN 47129

Specialties Company, LLC
9350 East 30th Street
Indianapolis, IN 46229

Gradex, Inc
12900 N. Meridian St
Carmel, IN 46032

Certified Engineering, Inc.
3933 Millersville Road
Indianapolis, IN 46205-3850

Roudebush Grading Inc.
17155 Harger Ct
Noblesville, IN 46060

C.E. Hughes
PO Box 0578
Jeffersonville, IN 47130

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

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

As required for specified items of work.

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

No.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to City of Fishers

By Rieth-Riley Construction Co., Inc.

{ ☒ A Corporation
☐ Co-partnership
☐ An Individual

Address 3626 Elkhart Road, P.O. Box 477

Goshen, IN 46527-0477

Date submitted March 3, 2023

Filed

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualification of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered.

(Burns Statutes 1933, Sec. 53-109) Sec. 2, chapter 306, Acts of 1947.

TO THE BIDDER –

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

R.R. WICKERSHAM,
State Examiner

Submitted by Rieth-Riley Construction Co., Inc.

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

Principal Office at 3626 Elkhart Road, P.O. Box 477, Goshen, IN 46527-0477

To City of Fishers

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 106

2. How many years experience in Highway Construction construction work has your organization had: (a) As a general contractor 106 (b) As a sub-contractor 106

3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
\$41,006,016	Asphalt Pavement	2021	INDOT - 100 N. Senate Ave., Indianapolis, IN 46204
\$34,761,346	Bridges	2021	INDOT - 100 N. Senate Ave., Indianapolis, IN 46204
\$32,009,154	Interchange Construction	2021	City of Carmel - 1 Civic Square, City Hall, Carmel, IN 46032
\$27,348,623	Asphalt Pavement	2021	INDOT - 100 N. Senate Ave., Indianapolis, IN 46204

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
\$186,823,857	Asphalt Pavement & Bridges	2025	INDOT - 100 N. Senate Ave., Indianapolis, IN 46204
\$113,874,825	Asphalt Overlay Construction	2028	ITR Concession Company LLC - 3200 Cassopolis St. Elkhart IN 46514
\$49,494,673	MSE, CRCP Lane Addition	2024	INDOT - 100 N. Senate Ave., Indianapolis, IN 46204
\$31,138,998	New Asphalt Construction	2023	INDOT - 100 N. Senate Ave., Indianapolis, IN 46204

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

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefor

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No If so, state name of individual, name of owner and reason therefor

7. In what other lines of business are you financially interested? None

8. For what corporations or individuals have you performed work, and to whom do you refer?

AM General Corporation	105 North Niles Ave., South Bend, IN 46617
Tonn and Blank Inc.	1623 Greenwood Avenue, Michigan City, IN 46360
Prologis	8102 Zionsville Road, Indianapolis, IN 46268
Duke Construction Management	600 East 96th Street, Suite 100, Indianapolis, IN 46240
Ford Motor Company	20400 Oakwood Blvd, Dearborn, MI 48124
Pepper Construction Co. of IN, LLC	1850 West 15th Street, Indianapolis, IN 46202

9. For what cities have you performed work and to whom do you refer? _____
- | | | |
|----------------------|---|---------------|
| City of Indianapolis | Room 2260 Station 300, City County Bldg, Indianapolis, IN | City Engineer |
| City of South Bend | City-County Bldg, 227 W. Jefferson, South Bend, IN 46601 | City Engineer |
| City of Lafayette | 20 North 6th Street, Lafayette, IN 47901 | City Engineer |
| City of Gary | 401 Broadway, Gary, IN 46402 | City Engineer |
| City of Ionia | 114 N. Kidd, Ionia, MI 48846 | City Engineer |
| City of Petoskey | 101 East Lake Street, Petoskey, MI 49770 | City Engineer |
10. For what counties have you performed work and to whom do you refer? _____
- | | | |
|-------------------|--|--------------------|
| Elkhart County | 610 Steury Ave., Goshen, IN 46256 | County Engineer |
| St. Joseph County | City-County Bldg, 227 W. Jefferson, South Bend, IN 46601 | County Engineer |
| Mecosta County | 120 North Dekraft, Big Rapids, MI 49307 | County Engineer |
| Tippecanoe County | Highway Department, 20 N. 3rd St., Lafayette, IN 47901 | Executive Director |
| LaPorte County | 1805 W. 5th St., LaPorte, IN 46350 | County Engineer |
| Kent County | 1500 Scribner NW, Grand Rapids, MI 49504 | County Engineer |
11. For what State bureaus or departments have you performed work and to whom do you refer? _____
- | | |
|------------------------------------|---|
| IN Department of Transportation | 100 N. Senate, Indianapolis, IN 46204 |
| MI Department of Transportation | 425 N. Ottawa, Lansing, MI 48909 |
| IL Department of Transportation | 2300 S. Dirksen Pkwy, Springfield, IL 62764 |
| Purdue University | 1653 Freehafer Hall, West Lafayette, IN 47907 |
| IN Department of Administration | 402 W. Washington St., Suite W478, Indianapolis, IN 46204 |
| Indianapolis Airport Authority | 2500 South High School Road, Indianapolis, IN 46241 |
| MI Department of Natural Resources | P.O. Box 30033, Lansing, MI 48909 |
12. Have you ever performed any work for the U.S. Government? Yes
- If so, when and to whom do you refer? _____
- | | |
|---|--|
| US Department of Agriculture Forest Service | 412 Red Apple Road, Manistee, MI 49660 |
| General Services Administration | Battle Creek, MI 49017 |
| US Coast Guard | Traverse City, MI 49663 |
| US Postal Service | 3939 Vincennes Road, Indianapolis, IN 46298-9991 |
| US Department of Interior Park Service | 1100 N. Mineral Springs Road, Porter, MI 46304 |
| US Fish and Wildlife | 229 South Jebavy Drive, Ludington, MI 49431 |
13. What is the construction experience of the principal individuals of your organization? _____

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
A. Keith Rose	CEO/President	36	Highway, Bridge Construction	Constr. Exec.
Brian A. Inniger	Corp. Exec. VP	26	Highway, Bridge Construction	Finance/Acct
Michael J. Weber	CFO/Treasurer	21	Highway, Bridge Construction	Finance/Acct
Al A. Caggiano	Equipment Manager	34	Highway, Bridge Construction	Exec. Engineer
Robert L. Konopinski	Secretary	14	Highway, Bridge Construction	General Counsel
R. Scott Stine	VP Central Indiana	28	Highway, Bridge Construction	Constr. Exec.
Chad W. Loney	VP Operations	26	Highway, Bridge Construction	Constr. Exec.
J. Eric Engleking	VP Northern Indiana	26	Highway, Bridge Construction	Constr. Exec.
Todd Colberg	VP Michigan	31	Highway, Bridge Construction	Constr. Exec.

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

By personal inspection

2. Explain your plan or layout for performing the proposed work

According to the plans and specifications

3. The work, if awarded to you, will have the personal supervision of whom?

The Area Manager

- *4. Do you intend to do the hauling on the proposed work with your own forces?

Yes- as required

If so, give amount and type of equipment to be used

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of subcontract or agents contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility

Unknown at this time

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

6. Do you intend to do the grading on the proposed work with your own forces?

Yes

If so, give type of equipment to be used. As required

- *7. If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. Not applicable

8. Do you intend to sublet any portions of the work? Unknown at this time If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility.

9. From which subcontractors or agents do you expect to require a bond? Unknown at this time

10. What equipment do you own that is available for the proposed work?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
	Grading	Various	Good	Various	IN, MI, IL
	Paving	Various	Good	Various	IN, MI, IL
	Hauling	Various	Good	Various	IN, MI, IL
	Other Related Equip.	Various	Good	Various	IN, MI, IL

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST
	NONE		

12. How and when will you pay for the equipment to be purchased? NOT APPLICABLE

13. Do you propose to rent any equipment for this work? NO If so, state type, quantity and reasons for renting

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers YES

Dated at GOSHEN, INDIANA this 12TH day of JANUARY, 20 23

RIETH-RILEY CONSTRUCTION CO., INC.

(Name of Organization)

By

MICHAEL J. WEBER, CHIEF FINANCIAL OFFICER

(Title of Person Signing)

STATE OF INDIANA

COUNTY OF ELKHART

SS:

MICHAEL J. WEBER

CHIEF FINANCIAL OFFICER

being duly sworn, deposes and says that he is

RIETH-RILEY CONSTRUCTION CO., INC.

(Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 12TH day of JANUARY, 20 23

ESPERANZA MARTINEZ
NOTARY PUBLIC

SEAL
My Commission expires MAY 27, 2028
ELKHART COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES MAY 27, 2028
COMMISSION NUMBER NP0727007

ESPERANZA MARTINEZ

RESIDING IN ELKHART COUNTY, INDIANA

Notary Public

The name of the partnership firm under which the above partners are operating is _____

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signature of all parties.
A corporation must give full corporate name, signature of official and affix corporate seal.

BY: _____

MICHAEL J. WEBER, CHIEF FINANCIAL OFFICER

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } SS:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____, 20 _____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } SS:

_____ being duly sworn, deposes and says that he is a member of the firm of _____, that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____, 20 _____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF INDIANA }
COUNTY OF ELKHART } SS:

MICHAEL J. WEBER being duly sworn, deposes and says that he is

CHIEF FINANCIAL OFFICER of the RIETH-RILEY CONSTRUCTION CO., INC., the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

12TH day of JANUARY, 20 23

Esperanza Martinez
ESPERANZA MARTINEZ
RESIDING IN ELKHART COUNTY, INDIANA.
MY COMMISSION EXPIRES MAY 27, 2028

Notary Public

15

(Official must sign here)
ESPERANZA MARTINEZ
NOTARY PUBLIC

SEAL
ELKHART COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES MAY 27, 2028
COMMISSION NUMBER NP0727007

Contractor's Financial Statement

Submitted by Rieth-Riley Construction Co., Inc.

with principal office at 3626 Elkhart Road, P.O. Box 477, Goshen, IN 46527-0477

To City of Fishers

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

Condition at close of business

December 31, 2022

		Dollars								Cts.
ASSETS										
1. Cash:	(a) On hand									0
	(b) In bank	12	1	5	1	6	7	1	1	
	(c) Elsewhere									0
2. Notes receivable	(a) Due within 90 days									0
	(b) Due after 90 days									0
	(c) Past due									0
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment			2	8	1	1	7	3	5	
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate										
	(a) Amount receivable after deducting retainage	8	8	1	9	2	2	7	1	
	(b) Retainage to date; due upon completion of contracts	1	6	7	5	2	6	2	8	
5. Accounts receivable from sources other than construction contracts										0
6. Deposits for bids or other guarantees:	(a) Recoverable within 90 days									0
	(b) Recoverable after 90 days									0
7. Interest accrued on loans, securities, etc.	OTHER CURRENT ASSETS	3	2	3	6	7	9	8	0	
8. Real estate:	(a) Used for business purposes	5	2	1	3	0	4	9	2	
	(b) Not used for business purposes									0
9. Stocks and bonds:	(a) Listed - present market value									0
	(b) Unlisted - present value									0
10. Materials in stock not included in Item 4	(a) For uncompleted contract (present value)									0
	(b) Other materials (present value)	7	9	5	9	1	2	8	3	
11. Equipment, book value		7	4	9	0	4	7	7	8	
12. Furniture and fixtures, book value						2	4	1	8	
13. Other assets		11	3	1	4	1	2	6	6	
Total assets		58	1	4	1	1	5	6	2	
LIABILITIES										
1. Notes payable:	(a) To banks regular		4	4	7	5	8	0	1	
	(b) To banks for certified checks									0
	(c) To others for equipment obligations									0
	(d) To others exclusive of equipment obligations									0
2. Accounts payable:	(a) Not past due	4	1	2	8	9	9	7	9	
	(b) Past due									0
3. Real estate encumbrances										0
4. Other liabilities		6	9	1	9	4	0	3	9	
5. Reserves										0
6. Capital stock paid up:	(a) Common				1	2	6	6	0	0
	(b) Common	5	9	1	6	1	3	2	4	
	(c) Preferred									0
	(d) Preferred				(3	1	7	3	0	2)
7. Surplus (net worth)		40	7	4	8	1	1	2	1	
Total liabilities		58	1	4	1	1	5	6	2	
CONTINGENT LIABILITIES										
1. Liability on notes receivable, discounted or sold										0
2. Liability on accounts receivable, pledged, assigned or sold										0
3. Liability as bondsman										0
4. Liability as guarantor on contracts or on accounts of others										0
5. Other contingent liabilities										0
Total contingent liabilities										0

DETAILS RELATIVE TO ASSETS

1	Cash	(a) on hand	\$ 0
		(b) deposited in banks named below	\$ 121,516,711
		(c) elsewhere -- (state where)	\$ 0

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
JP Morgan Chase Bank	Checking, Money Market Accts & CD's		\$ 95,626,824
BMO Harris Bank	Money Market Accts & CD's		108,926
PNC Bank	Money Market Accts & CD's		105,020
Interra Credit Union	Money Market Accts & CD's		15,155,685
Inova Federal Credit Union	Money Market Accts & CD's		10,140,357
1st Source Bank	Money Market Accts & CD's		219,744
Lake City Bank	Money Market Accts & CD's		160,155

2	Notes receivable	(a) due within 90 days	\$ 0
		(b) due after 90 days	\$ 0
		(c) past due	\$ 0

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold? _____ If so, state amount, to whom, and reason _____

3* Accounts receivable from completed contract exclusive of claims not approved for payment _____

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE
Various -- all under 10% of total			\$ 2,811,735

Have any of the above been sold, assigned, or pledged? _____ If so, state amount, to whom, and reason _____

4*	Sums earned on uncompleted contracts, as shown by engineers or architects estimate:		\$ 88,192,271
	(a) Amount receivable after deducting retainage		\$ 16,752,628
	(b) Retainage to date due upon completion of contract		

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	
Various -- each under 10% of total					16,752,628	88,192,271

Have any of the above been sold, assigned, or pledged? _____ If so, state amount, to whom, and reason _____

*List separately each item amounting to 10 per cent or more of the total and combined the reminders

DETAILS RELATIVE TO ASSETS (Continued)

5	Accounts receivable not from construction contracts _____	\$	0
	RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE
	What amount, if any, is past due _____		\$

6	Deposits with bids or otherwise as guarantees _____	\$	0
	DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE

7	Interest accrued on loans securities etc. _____	Other Current Assets	\$	32,367,980
	ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT	
	Cost Over Billings on Uncompleted Jobs		\$	30,925,779
	Prepaid Expenses		\$	668,355
	Other Current Assets		\$	773,846

8	Real estate	(a) Used for business purposes _____	\$	52,130,492
	Book Value	(b) Not used for business purposes _____	\$	0
	DESCRIPTION OF PROPERTY	IMPROVEMENTS	TOTAL BOOK VALUE	
		NATURE OF IMPROVEMENTS	BOOK VALUE	
1	Land and Buildings			\$ 52,130,492
2				
3				
4				
5				
6				
7				
	LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1	Indiana and Michigan	Rieth-Riley Construction Co., Inc.		(1)
2				
3				
4				
5	(1) Assets Mortgaged as Additional Security for Loans			
6				
7				

*List separately each item amounting to 10 per cent or more of the total and combined the reminders

DETAILS RELATIVE TO ASSETS (Continued)

12	Furniture and fixtures at book value	\$ 2,418
13	Other assets	\$ 113,141,266
DESCRIPTION		AMOUNT
Other Equipment		\$ 694,997
Goodwill		\$ 15,402,980
Other Long Term Assets, Other Intangible Assets, Investment in Joint Venture		\$ 89,095,890
Equipment Purchase Deposits		\$ 7,947,399
TOTAL ASSETS: \$		581,411,562

DETAIL RELATIVE TO LIABILITIES

1	Notes payable	(a) To banks, regular	\$	4,475,801			
		(b) To banks for certified checks	\$	0			
		(c) To others for equipment obligations	\$	0			
		(d) To others exclusive of equipment obligations	\$	0			
TO WHOM: NAME AND ADDRESS		WHAT SECURITY	WHEN DUE	AMOUNT			
JP Morgan Chase Bank (Acquisition)		Personal & Real Property	Various	\$ 4,475,801			
2	Accounts payable	(a) Not past due	\$	41,289,979			
		(b) Past due	\$	0			
TO WHOM: NAME AND ADDRESS		FOR WHAT	DATE PAYABLE	AMOUNT			
Various – Each under 10% of Total		Materials, Sub	Various	\$ 41,289,979			
3	Real estate encumbrances (See Item 8, Assets)			\$ 0			
4	Other liabilities			\$ 69,194,039			
DESCRIPTION				AMOUNT			
Billings in excess of costs on uncompleted jobs				\$ 33,740,616			
Accrued post-retirement health benefits				\$ 1,926,905			
Accrued taxes & expenses, other long-term liabilities				\$ 33,526,518			
5	Reserves			\$			
INTEREST		INSURANCE	BLDGS & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS	
\$		\$	\$	\$	\$	\$	\$
6	Capital stock paid up	(a) Common				\$	126,600
		(b) Preferred	Treasury			\$	59,161,324
7	Surplus		Less accumulated other comprehensive loss (\$317,302)		\$ 407,163,819		
TOTAL LIABILITIES: \$						581,411,562	

If a corporation answer this:

Amount for which incorporated \$126,500

Capital paid in cash \$126,500

When incorporated 08 / 08 / 1952

In what state INDIANA

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

A. Keith Rose, CEO/President; Brian A. Inniger, Corp Exec VP; Michael J. Weber, CFO;

David Dankert, Area Mgr.; Chad Loney, VP Operations; Harrigan Williams, Sales Mgr.;

J. Eric Engleking, VP N. IN; Christopher L. Weinkauff, Sales Mgr; Josh Jessup, Area Mgr;

Ruben Alvarado, Sales Mgr.; Brian L. Garrett, Area Mgr.; Scott Stine, VP. Cent. IN

Eric Jordan, Sales Mgr.; Jacob Kwilas, Area Mgr.; Dan Foreman, Area Mgr.;

Janell Shannon, Office Mgr.; C. Edward Holliday, Gen. Super.; Phil Ross, Structures Mgr.;

Mike Jaskela, Gen. Super.;

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto? YES

If a co-partnership answer this:

Date of organization _____

State whether co-partnership is general, limited or association _____

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	_____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

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

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

SECTION V OATH AND AFFIRMATION

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

Dated at Indianapolis this 3 day of March, 2023

Rieth-Riley Construction Co., Inc.

(Name of Organization)

By Michael A. Jaskela

Area Manager

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Marion) ss

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

Subscribed and sworn to before me this 3 day of March, 2023.

Lisa J Bender
Notary Public

My Commission Expires: December 20, 2029

County of Residence: Marion



PART 7
ADDITIONAL DECLARATIONS

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

I.C. § 5-16-8-1 Definitions:

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

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

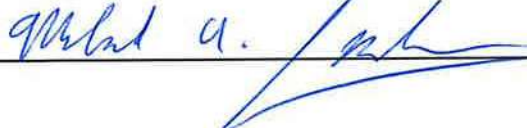
I.C. § 5-16-8-2 Public agency contract provisions; rules for determining reasonable pricing:

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

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

PART 8
SIGNATURES

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

Bidders Name: Rieth-Riley Construction Co., Inc
Written Signature: 
Printed Name: Michael A Jaskela
Title: Area Manager

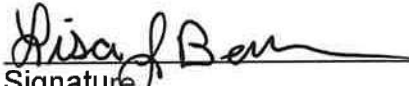
Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Subscribed and sworn to before me this 3 day of March, 2023.

My commission expires: December 20, 2029

Residing in Marion County, State
of Indiana


Signature

Lisa Bender
Printed



RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of Rieth-Riley Construction Co., Inc. ("Rieth-Riley") to assure that applicants are employed, and that employees are treated during employment, without regard to their veteran status, race, religion, sex, sexual orientation, gender identity, color, national origin, age, disability, genetic information, citizen status, and/or any other applicable legally-recognized protected class under local, state or federal law. Such action shall include: 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, pre-apprenticeship and/or on-the-job training. Further, Rieth-Riley will make reasonable efforts to accommodate the religious observations and practices of employees, unless to do so would cause Rieth-Riley an undue hardship.

If you have a complaint concerning a violation of this policy, contact your area office Equal Employment Opportunity Officer; or the Corporate Equal Employment Opportunity Officer or the Director of Human Resources who are located at Rieth-Riley Construction Co., Inc., P.O. Box 477, Goshen, IN 46527-0477, telephone number: (574) 875-5183.

Employees are encouraged to refer qualified minority and female candidates to Rieth-Riley at any of our area offices or you can send resumes to the Human Resource Department at the above address.



A. Keith Rose, President
January 1, 2023

(01/19 Edition)

P.O. Box 477 • 3626 Elkhart Rd. • Goshen, IN 46527



Phone: (574) 875-5183 • www.rieth-riley.com

BUSINESS INFORMATION
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
05/23/2022 03:09 PM

Business Details

Business Name: **RIETH-RILEY CONSTRUCTION CO., INC.** Business ID: **192874A067**
Entity Type: **Domestic For-Profit Corporation** Business Status: **Active**
Creation Date: **08/08/1952** Inactive Date:
Principal Office Address: **P.O. Box 477, POST OFFICE BOX 477, Goshen, IN, 46527 - 0477, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **08/31/2022**
Years Due:

Governing Person Information

Title	Name	Address
Vice President	BRIAN A. INNIGER	3626 ELKHAR ROAD, P. O. BOX 477, GOSHEN, IN, 46527 - 0477, USA
Director	RONALD G. POPE	1124 BARON DRIVE, MYRTLE BEACH, SC, 29577, USA
Vice President	Eugene E. Yarkie	3626 Elkhart Road, Goshen, IN, 46527 - 0477, USA
Vice President	Paul J. Tate	1751 W. Minnesota Street, Indianapolis, IN, 46221, USA
Director	Jack K. Matthys	57457 Pine Road, South Bend, IN, 46619, USA
Director	William J. Schmuhl, Jr.	1421 Honan Drive, South Bend, IN, 46614, USA
Director	WILLIAM P. JOHNSON	6310 TRUSDALE AVENUE, SYRACUSE, IN, 46567, USA
Secretary	ROBERT L. KONOPINSKI	3626 ELKHART ROAD, P. O. BOX 477, GOSHEN, IN, 46527 - 0477, USA
President	A. KEITH ROSE	3626 ELKHART ROAD, P. O. BOX 477, GOSHEN, IN, 46527 - 0477, USA
Director	Robert L. McCormick	3205 Wakefield Drive, Goshen, IN, 46528, USA
CFO	Michael Weber	P.O. Box 477, Goshen, IN, 46527 - 0477, USA

Registered Agent Information

Type: **Individual**
Name: **ROBERT L. KONOPINSKI**
Address: **3626 ELKHART RD., GOSHEN, IN, 46526, USA**

CITY OF FISHERS, INDIANA

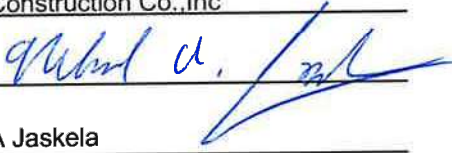
APPENDIX D

E-VERIFY AFFIDAVIT

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

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

(Contractor): Rieth-Riley Construction Co., Inc

By (Written Signature) 

(Printed Name): Michael A Jaskela

(Title): Area Manager

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: _____

COUNTY OF Marion

Subscribed and sworn to before me this 2 day of March, 2023

My commission expires: December 20, 2029 (Signed): 

Residing in Marion County, State Indiana

1986133/15982-10



Company ID Number: 418774

E-VERIFY

CORPORATE COMPANY

If you have any questions, contact E-Verify at
888-464-4218

INFORMATION REQUIRED
FOR E-VERIFY

Information relating to your Company:

Company Name:	Rieth-Riley Construction Co., Inc.
Company Facility Address:	3626 Elkhart Road
	Goshen, IN 46526
County or Parish:	Elkhart

Information relating to the Corporate Administrator(s) for your Company on policy questions or operational problems:

Name:	Katelyn Zonker	Fax Number:	574-875-8405
Telephone Number:	574-875-5183		
Email Address:	kzonker@rieth-riley.com		
Name:	Rena Fish	Fax Number:	574-875-8405
Telephone Number:	574-875-5183		
Email Address:	rkfish@rieth-riley.com		

PART 9
POST BID SUBMITTAL
MANUFACTURERS LIST

Instructions To Bidders:

The Bidder shall enter, in the spaces provided below, the name of the manufacturer of equipment that the Bidder proposes to furnish for each item of equipment listed in the Manufacturers List, which follows. The Bidder shall enter the name of only one manufacturer for each listed equipment item. Failure to enter a manufacturer's name for each listed equipment item may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Upon award of a contract, each listed equipment item shall be furnished by the named manufacturer, unless changes are specifically authorized. Equipment substitutions will be permitted only with the Owner's prior consent.

Preliminary acceptance of equipment listed by the manufacturer's name shall not in any way constitute a waiver of the Drawing and Specification requirements covering such equipment. Acceptance will be based on full conformity with the Drawings and Specifications covering the equipment.

Equipment Item (Contract Items)

Manufacturer

All necessary to perform work

PART 10
POST BID SUBMITTAL

SUBCONTRACTORS LIST

Instructions To Bidders:

The Bidder shall enter the names and the type of work to be done in the Subcontractors List which follows for each Subcontractor that the Bidder proposes to use for the Work who will be providing work for an agreed price of five percent (5%) or greater of the amount Bid as stated above in Part 2.

Only one Subcontractor shall be listed for each work item. Upon award of a contract, the named Subcontractors shall be employed to perform the work, unless changes are specifically authorized by the Owner. Failure to furnish all information requested may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Except as otherwise specifically stated by the Bidder in this Part, omission of any names of Subcontractors herein shall constitute an affirmative representation and statement that the Bidder proposes to use his own work forces for most of the Work such that he will have no Subcontractors providing work in the amount of five percent (5%) or greater of the amount Bid.

<u>Subcontractor Name</u>	<u>Work</u>	<u>Price</u>
CC&T Construction Co., Inc	Concrete	\$408,875.00
Javelina Construction	Milling	\$61,000.00
Indiana Traffic Services, LLC	Traffic Control/Pavement Markings	\$14,045.00

(use additional sheets if necessary)

BID BOND**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS,

That we, RIETH-RILEY CONSTRUCTION CO., INC. as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fishers, IN

Ten percent of bid dollars as Obligee, hereinafter called the Obligee, in the sum of Ten percent of bid dollars Dollars (\$10% of bid dollars), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Road Resurfacing Contract 23-2

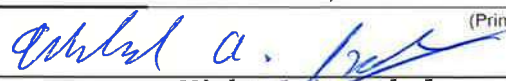
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such, or in the *event* of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2 day of March 2023


Witness D. Janell Shannon


Witness Devin Maler

RIETH-RILEY CONSTRUCTION CO., INC.


(Name & Title) Michael A. Jaskela (Principal) (Seal)
Area Manager

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA


Linda Discenza, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Linda Discenza** of **CLEVELAND, Ohio**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2** day of **March**, 2023



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

CERTIFICATE OF AUTHORITY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned President of Rieth-Riley Construction Co., Inc., a corporation duly organized and existing under the laws of the State of Indiana, hereby represents and confirms that **Michael A. Jaskela, Area Manager**, has full power and authority to make, execute, seal, if required by law, and deliver for and on its behalf, and as its act and deed any and all bids, proposals or contracts, said bids, proposals or contracts not to exceed **\$5,000,000.00** which bids, proposals or contracts call for work, services, or materials to be furnished by Rieth-Riley Construction Co., Inc., whether such bids, proposals or contracts are being submitted to an individual or entity, public or private, and to bind Rieth-Riley Construction Co., Inc. thereby as fully and to the same extent as if such bids, proposals or contracts were signed by an Executive Officer of Rieth-Riley Construction Co., Inc., and sealed, if required by law, and attested by one of such officers, and hereby ratifies and confirms all that the above named designee may do in pursuance hereof.

The authority granted to the above named designee is pursuant to Section 6.03 of the Amended and Restated Code of By-Laws of Rieth-Riley Construction Co., Inc., as amended, effective April 26, 2019 (the "Restated By-Laws"), and which Restated By-Laws, as amended, and the authority granted to the above named designee continue in full force and effect.

This Certificate of Authority is issued, signed and sealed, if required by law, by facsimile under and by authority of the following standing resolutions adopted by the Board of Directors of Rieth-Riley Construction Co., Inc., at a meeting held on the 16th day of February, 1996, at which a quorum was present, and which resolutions have not been amended or repealed and continue in full force and effect:

"Resolved that for purposes of clarification and in furtherance of the intent of Section 6.03 of the By-Laws of the Company the authority granted in Section 6.03 shall extend to the making, execution, sealing, if required by law, and delivery on behalf of the Company of all documents required as part of any bid, proposal or contract, which is for work, services or materials to be furnished by Company and which is being submitted to an individual or entity, public or private."

"Resolved that in carrying out the provisions of Section 6.03 of the By-Laws of the Company the signatures of such directors and officers and, if required by law, the seal of the Company may be affixed to any such Certificate of Authority or any certificate relating thereto by facsimile, and any such Certificate of Authority or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Certificate of Authority so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company, with respect to any bid, proposal or contract to which it is attached."

IN WITNESS WHEREOF, Rieth-Riley Construction Co., Inc., has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this **10th day of February, 2022**.



RIETH-RILEY CONSTRUCTION CO., INC.


A. Keith Rose, President

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

On this **10th day of February, 2022**, before me personally came A. Keith Rose, to me known, who, being by me sworn, did depose and say: that he is President of Rieth-Riley Construction Co., Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he executed the said instrument on behalf of the corporation by authority of his office pursuant to corporation's Restated By-Laws and standing resolutions.



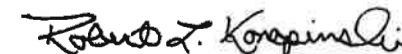
My Commission Expires: April 11, 2024


Danelle Solina, Notary Public
Residing in Kosciusko County, Indiana

I, Robert L. Konopinski, do hereby certify that I am the duly appointed and acting Secretary of Rieth-Riley Construction Co., Inc., a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana; that the foregoing Certificate of Authority has neither been amended or rescinded and remains in full force and effect; and furthermore, that the Restated By-Laws and standing resolutions of the corporation, as referred to and set forth in this Certificate of Authority, continue in full force and effect.

Signed and Sealed at the Corporate Office of Rieth-Riley Construction Co., Inc., in the City of Goshen, State of Indiana. Dated this 3 day of March, 2023.




Robert L. Konopinski, Secretary



Date: 3/2/2023

RE: Rieth-Riley Construction Co., Inc.

To Whom it May Concern:

The Travelers Casualty and Surety Company of America and/or affiliate companies have been providing Bid, Performance and Payment Bonds for Rieth-Riley Construction Co., Inc. for several years.

If requested, the Travelers Casualty and Surety Company of America is willing to furnish Performance and Payment Bonds subject to the review of contract financing, bid results and construction documents.

Sincerely,

Geri Patronite, Attorney-in-fact
for Travelers Casualty and Surety Company of America
216-367-8787



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 1100 Superior Avenue East Suite 1500 Cleveland OH 44114		CONTACT NAME: Megan Dent PHONE (A/C, No, Ext): (216) 367-8787 FAX (A/C, No): (216) 241-4520 E-MAIL ADDRESS: Mdent@oswaldcompanies.com																									
INSURED Rieth-Riley Construction Co., Inc. PO Box 477 Goshen IN 46527		INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A:</td><td>Travelers Indemnity Company</td><td>NAIC #</td><td>25658</td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity Of Connecticut</td><td></td><td>25682</td></tr><tr><td>INSURER C:</td><td>Travelers Prop & Cass Co of America</td><td></td><td>25674</td></tr><tr><td>INSURER D:</td><td>Standard Fire Ins Co</td><td></td><td>19070</td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	Travelers Indemnity Company	NAIC #	25658	INSURER B:	Travelers Indemnity Of Connecticut		25682	INSURER C:	Travelers Prop & Cass Co of America		25674	INSURER D:	Standard Fire Ins Co		19070	INSURER E:				INSURER F:			
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INSURER D:	Standard Fire Ins Co		19070																								
INSURER E:																											
INSURER F:																											

COVERAGES	CERTIFICATE NUMBER: 22/23 RR - Goshen	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		VTC2K-CO-4S965782-IND-22	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		VTC2K-CAP-4S965757-IND-22	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		CUP-4S965770-20-25	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N/A	UB-6T729114-22-25-D	10/01/2022	10/01/2023

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance
Certificate Holder is included as Additional Insured when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Rieth-Riley Construction Co., Inc. 3626 Elkhart P.O. Box 477 Elkhart IN 46527	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Fishers, Indiana

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this _____ day of _____, 2023, by and between City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Owner") and _____ ("Contractor"), for the project described as "Road Resurfacing Contract 23-1"(the "Project") and more particularly detailed in Appendix A (the "Work")

Owner/Engineer:

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

Contractor:

Project:

Road Resurfacing Contract 23-1 _____

The Owner and Contractor agree as follows:

RECITALS:

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

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion of the Project within _____ ninety_____ (90_) days after the Contract Time commences to run as provided herein, subject to adjustments authorized by Owner ("Contract Time"). The Work shall be completed and ready for final payment in accordance the General Conditions within _____thirty_____ (30_) days after the date when the Contract Time commences to run. The term "day" as used in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.1 The Owner's Representative is:

Jason Taylor, P.E.
City of Fishers
One Municipal Drive
Fishers, Indiana 46038

10.2 The Contractor's Representative is:

Article 12. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

Article 13. Dispute Resolution.

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

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

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

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

OWNER:
CITY OF FISHERS

CONTRACTOR:

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Date: _____

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: Road Resurfacing Contract 23-1

WORK: Asphalt Road Resurfacing & Misc. Paving Work on Fall Creek Rd, Geist Rd, Brooks School Rd, 131st St, Willowview Rd, Winding Creek, Britton Park Rd, Georgia Rd, Cyntheanne Rd.

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

CITY OF FISHERS, INDIANA

Appendix B

Enumeration of Contract Documents

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

 - b. _____

 - c. _____

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

CITY OF FISHERS, INDIANA
APPENDIX C
Scope of Work and Locations (the “Work”)

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

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

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

(Contractor): _____

By (Written Signature) _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS: _____

COUNTY OF _____

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

My commission expires: _____ (Signed): _____

Residing in _____ County, State _____

1986133/15982-10

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

City of Fishers, Indiana

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this _____ day of _____, 2023, by and between City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Owner") and _____ ("Contractor"), for the project described as "Road Resurfacing Contract 23-1"(the "Project") and more particularly detailed in Appendix A (the "Work")

Owner/Engineer:

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

Contractor:

Project:

Road Resurfacing Contract 23-1 _____

The Owner and Contractor agree as follows:

RECITALS:

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

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion of the Project within _____ ninety_____ (90_) days after the Contract Time commences to run as provided herein, subject to adjustments authorized by Owner ("Contract Time"). The Work shall be completed and ready for final payment in accordance the General Conditions within _____thirty_____ (30_) days after the date when the Contract Time commences to run. The term "day" as used in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.1 The Owner's Representative is:

Jason Taylor, P.E.
City of Fishers
One Municipal Drive
Fishers, Indiana 46038

10.2 The Contractor's Representative is:

Article 12. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

Article 13. Dispute Resolution.

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

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

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

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

OWNER:
CITY OF FISHERS

CONTRACTOR:

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Date: _____

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: Road Resurfacing Contract 23-1

WORK: Asphalt Road Resurfacing & Misc. Paving Work on Fall Creek Rd, Geist Rd, Brooks School Rd, 131st St, Willowview Rd, Winding Creek, Britton Park Rd, Georgia Rd, Cyntheanne Rd.

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

CITY OF FISHERS, INDIANA

Appendix B

Enumeration of Contract Documents

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

 - b. _____

 - c. _____

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

CITY OF FISHERS, INDIANA
APPENDIX C
Scope of Work and Locations (the “Work”)

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

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

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

(Contractor): _____

By (Written Signature) _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS: _____

COUNTY OF _____

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

My commission expires: _____ (Signed): _____

Residing in _____ County, State _____

1986133/15982-10

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

City of Fishers, Indiana

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this _____ day of _____, 2023, by and between City of Fishers, One Municipal Drive, Fishers, Indiana 46038 ("Owner") and _____ ("Contractor"), for the project described as "Road Resurfacing Contract 23-1"(the "Project") and more particularly detailed in Appendix A (the "Work")

Owner/Engineer:

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

Contractor:

Project:

Road Resurfacing Contract 23-1 _____

The Owner and Contractor agree as follows:

RECITALS:

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

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion of the Project within _____ ninety_____ (90_) days after the Contract Time commences to run as provided herein, subject to adjustments authorized by Owner ("Contract Time"). The Work shall be completed and ready for final payment in accordance the General Conditions within _____ thirty_____ (30_) days after the date when the Contract Time commences to run. The term "day" as used in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.1 The Owner's Representative is:

Jason Taylor, P.E.
City of Fishers
One Municipal Drive
Fishers, Indiana 46038

10.2 The Contractor's Representative is:

Article 12. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

Article 13. Dispute Resolution.

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

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

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

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

OWNER:
CITY OF FISHERS

CONTRACTOR:

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Date: _____

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: Road Resurfacing Contract 23-1

WORK: Asphalt Road Resurfacing & Misc. Paving Work on Fall Creek Rd, Geist Rd, Brooks School Rd, 131st St, Willowview Rd, Winding Creek, Britton Park Rd, Georgia Rd, Cyntheanne Rd.

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

CITY OF FISHERS, INDIANA

Appendix B

Enumeration of Contract Documents

1. This Agreement (pages A-1 to A-15, inclusive).
2. Addenda issued prior to receipt of bid proposals, whether or not receipt thereof has been acknowledged by Contractor in its Proposal numbers ____ to ____ inclusive.
3. Drawings, consisting of a cover sheet and sheets numbered ____ through ____, inclusive with each sheet bearing the general title:
4. Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
 - a. _____
 - _____
 - b. _____
 - _____
 - c. _____
 - _____
5. The Additional Requirements;
6. Contractor's Itemized Proposal and Declarations (pages B-1 to B-____, inclusive);
7. General Conditions (pages G-1 to G-60, inclusive); and
8. All other documents defined as Contract Documents in any of the above listed documents.

CITY OF FISHERS, INDIANA
APPENDIX C
Scope of Work and Locations (the “Work”)

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

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

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

(Contractor): _____

By (Written Signature) _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS: _____

COUNTY OF _____

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

My commission expires: _____ (Signed): _____

Residing in _____ County, State _____

1986133/15982-10

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

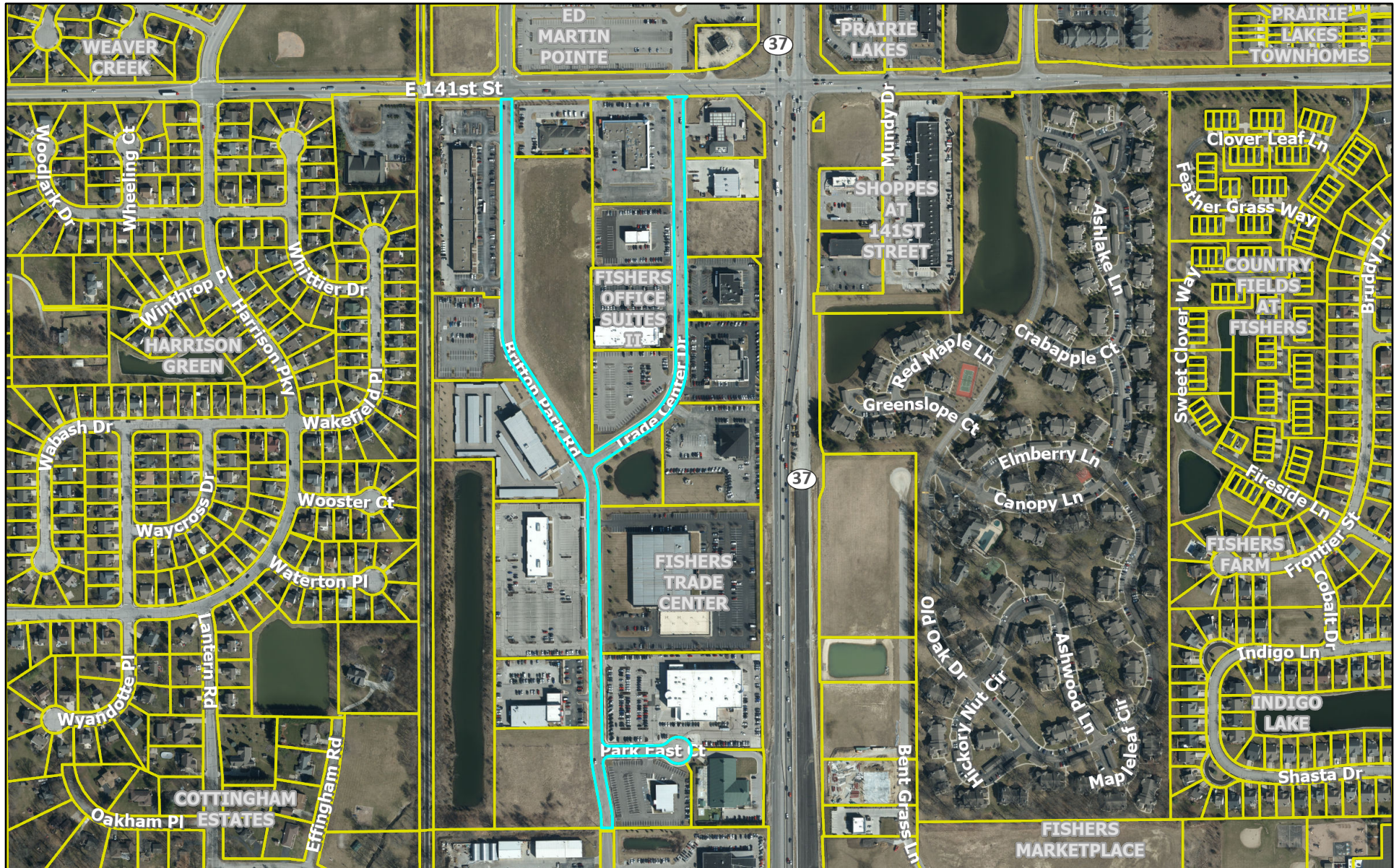


Board Action Form

MEETING DATE	March 14 th , 2023			
TITLE	Request to approve Barrett Law Preliminary resolution – Barrett West			
SUBMITTED BY	Name & Title: Jason Taylor, Director 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 #: R031423C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	The City of Fishers is proposing to utilize Barrett Law to improve, resurface, and/or reconstruct the privately owned roadways of Trade Center Drive, Britton Park Rd (between 135 th St and 141 st St.), and Park East Ct. Additionally, upon completion of these improvements, these roads will be accepted into the City's inventory of roadways.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve resolution R031423C
	2.	Deny
	3.	Take no action
	4.	
PROJECT TIMELINE	12 Months	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of Resolution 031423C	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Roads to be improved - Exhibit A 3. Scope of improvement - Exhibit B 4. Addresses - Exhibit C	

Barrett West Exhibit A



March 8, 2023

Minor Roads

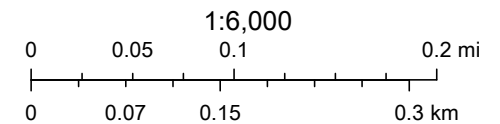
State Highways



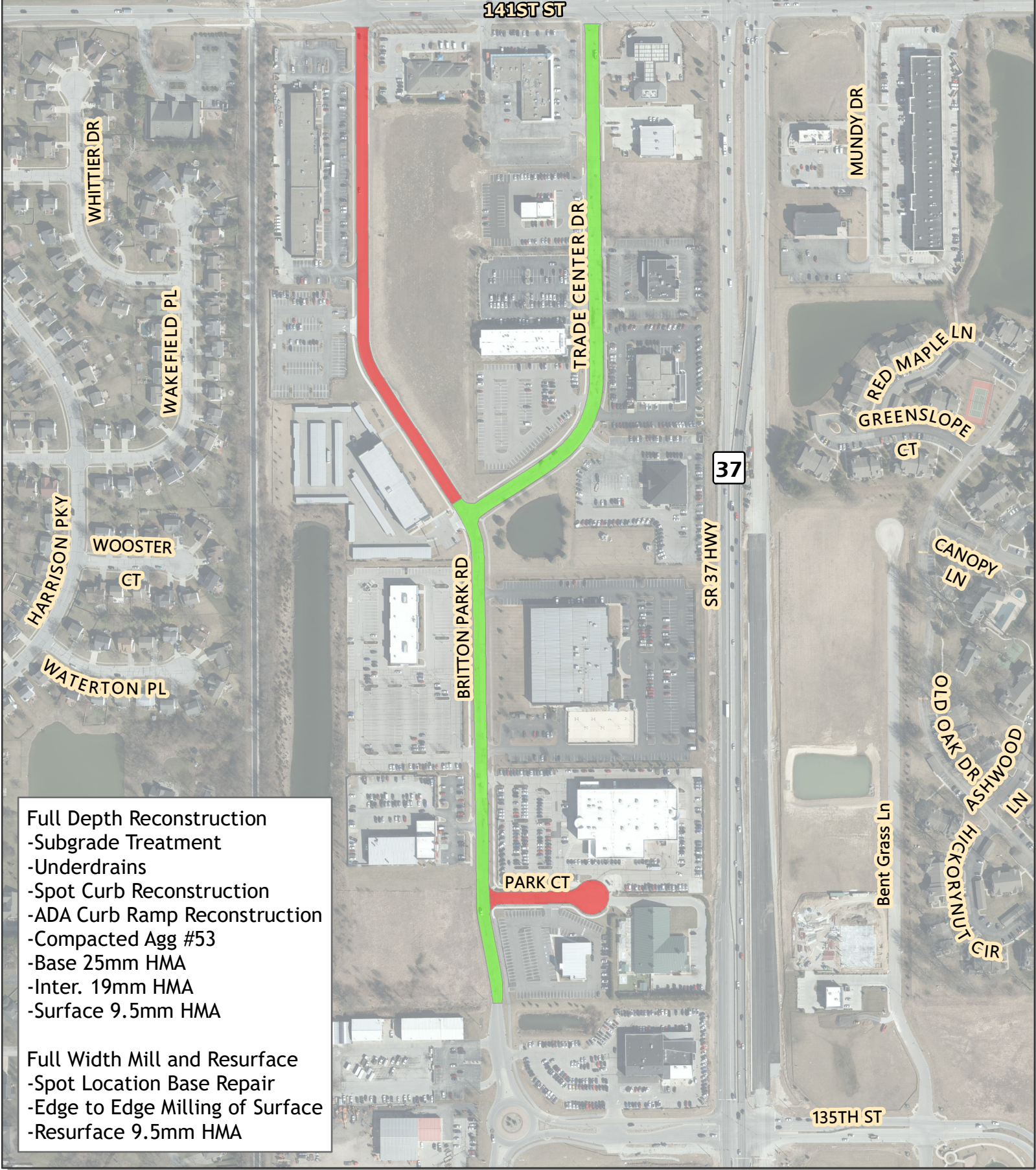
Parcels

Major Roads

Subdivisions



Author: Hamilton County



- Full Depth Reconstruction
- Subgrade Treatment
 - Underdrains
 - Spot Curb Reconstruction
 - ADA Curb Ramp Reconstruction
 - Compacted Agg #53
 - Base 25mm HMA
 - Inter. 19mm HMA
 - Surface 9.5mm HMA

- Full Width Mill and Resurface
- Spot Location Base Repair
 - Edge to Edge Milling of Surface
 - Resurface 9.5mm HMA

Britton Park Rd, Trade Center Dr,
and Park Ct

- Legend
- Full Depth Reconstruction
 - Full Width Mill & Resurface



FISHERS
EST. 1872



0 125 250 500
Feet

RESOLUTION NO. R031423C

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY AUTHORIZING THE INITIATION OF BARRETT LAW FOR CERTAIN PRIVATE ROADS

WHEREAS Indiana Code 36-9-36-1 *et seq.* (the “Act”) allows the City of Fishers (“City”) allows a municipality to make certain improvements and assess the total costs of the improvements against property owners who will specially benefit from the improvements, all in accordance with certain procedures set forth in the Act;

WHEREAS before the City can make an improvement utilizing the Act, the Board of Public Works & Safety (“Board”) must adopt (1) a preliminary resolution for the improvement, (2) the cross-sections, general plans, and specifications for the improvement and (3) an estimate of the cost of the improvement;

WHEREAS the estimate may include incidental, inspection and engineering costs, except for salaries and expenses of the necessary and regularly employed personnel of the engineering department and ordinary operating costs of the department, and those costs may be added to the cost of the improvement and included in the assessment roll;

WHEREAS, the Board has adopted Resolution R091322H, which depicted certain privately owned roads that qualified for improvements utilizing the Act;

WHEREAS certain roads approved in R091322H are in need of immediate repair, as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Private Roads”);

WHEREAS, those repairs include those items shown on **Exhibit B**, attached hereto and incorporated herein (“Improvements”).

WHEREAS, the City’s Engineering Department has estimated the cost of the Improvements, as well as allowable incidental, inspection, and engineering costs.

WHEREAS, the Board now desires to authorize the City to invoke the Act necessary to make Improvements to the Private Roads, and take all actions in furtherance of the project, as further defined by the Act..

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 adopts this preliminary resolution directing the City’s Engineering Department to make certain improvements as shown on **Exhibit A**.

Section 2. The Board hereby adopts the cross-sections, general plans and specifications for the work as shown on **Exhibit B**.

Section 3. The Board hereby adopts the estimated cost of the Improvement, which includes the allowable incidental, inspection and engineering costs in the amount of \$1,986,000.

Section 4. The Board hereby sets a **public hearing** in accordance with Ind. Code 36-9-36-8 and directs the City's Engineering Department to send notice to each property owner affected by the proposed Improvements as each owner appears in the records of the Hamilton County Assessor's office, as shown in **Exhibit C**, attached hereto and incorporated herein.

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

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 14th Day of March 2023.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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

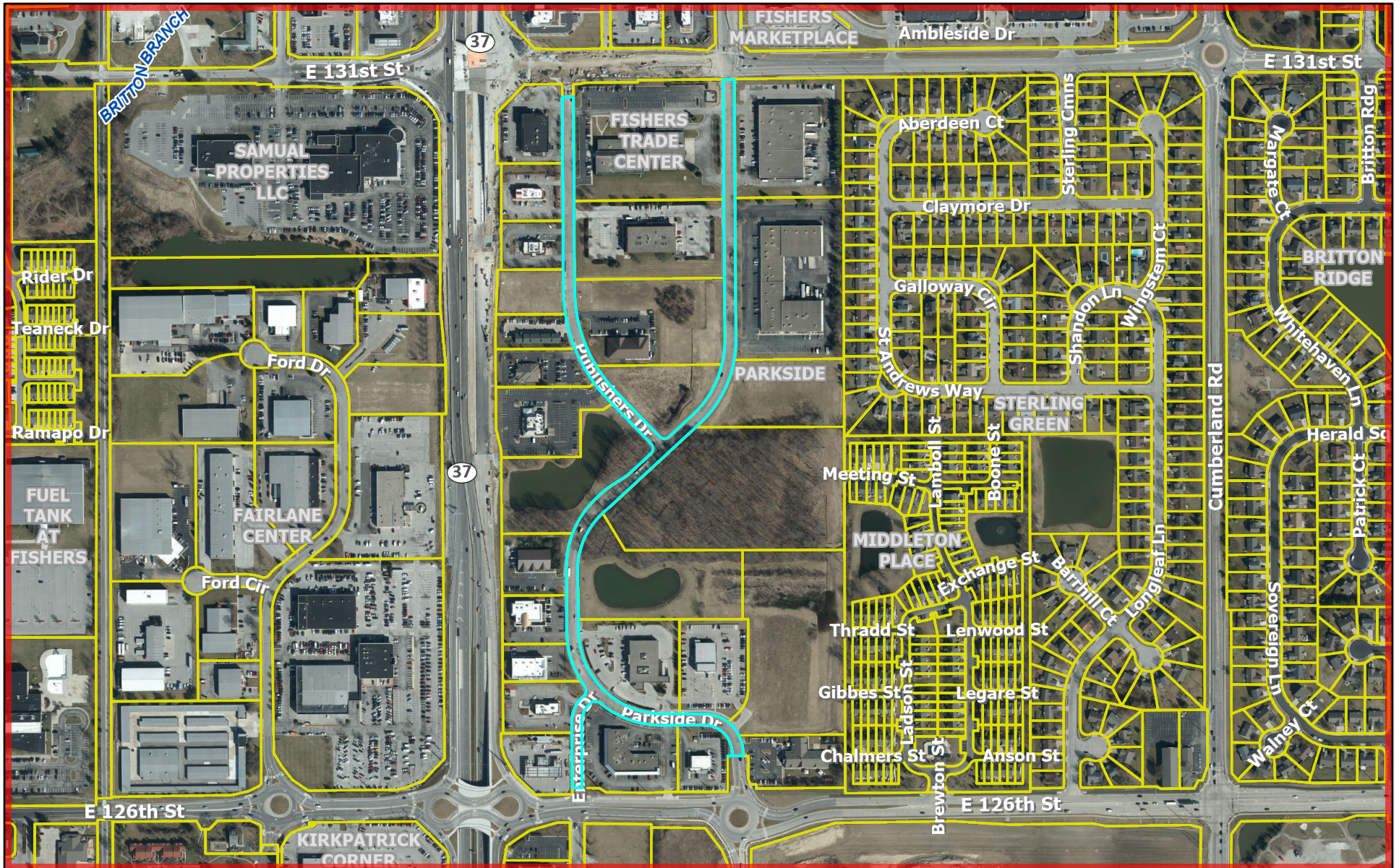


Board Action Form

MEETING DATE	March 14 th , 2023			
TITLE	Request to approve Barrett Law Preliminary resolution – Barrett East			
SUBMITTED BY	Name & Title: Jason Taylor, Director 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 #: R031423D	
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 of Fishers is proposing to utilize Barrett Law to improve, resurface, and/or reconstruct the privately owned roadways of Publishers Drive, Parkside Dr (between 126 th St and 131 st St.), and Enterprise Dr. Additionally, upon completion of these improvements, these roads will be accepted into the City's inventory of roadways.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve resolution R031423D
	2.	Deny the request
	3.	Take no action
	4.	
PROJECT TIMELINE	12 Months	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of Resolution 031423D	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Roads - Exhibit A 3. Scope - Exhibit B 4. Addresses - Exhibit C	

Barrett East Exhibit A



March 8, 2023

Rivers & Streams

Major Roads

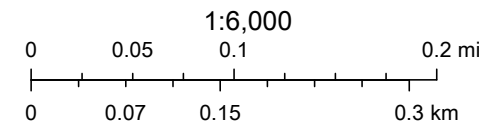
Subdivisions

Minor Roads

State Highways



Parcels



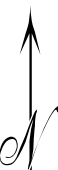
Author: Hamilton County



Parkside Dr, Publishers Dr, and Enterprise Dr



0 125 250 500
Feet



Legend

■ Roadway Rehabilitation

<u>Deeded Owner Address</u>	<u>Parcel ID</u>	<u>Deeded Owner</u>	<u>Local Address</u>	<u>Business Name</u>
1300 G El Paseo Rd Box 190 Las Cruces, NM 88001	15-11-30-00-00-023.008	Fishers Property LLC	13048 Publishers Dr	Christian Brothers
9550 E 126th St Fishers, IN 46038	15-11-30-00-00-023.006	PA Max Realestates LLC	9550 E 126th St	Fishers Imports
12953 Publishers Dr Ste 200 Fishers, IN 46038	15-11-30-00-00-023.010	Parkside Professional Plaza LLC	12953 Publishers Dr	Parkside Professional Plaza
7330 Shadeland Station, Ste 200 Indianapolis, IN 46256	15-11-30-00-00-023.301	Community Health Network Inc	13050 Parkside Dr	Community Health
124 S Old Woodward Ave Birmingham, MI 48009	15-11-30-00-00-023.001	Iconic Fishers LLC	13070 Publishers Dr	Future Starbucks
13092 Publishers Dr Fishers, IN 46038	15-11-30-00-00-023.501	Sarah II LLC	13092 Publishers Dr	Dairy Queen
11111 Santa Monica Blvd Ste 800 Los Angeles, CA 90025	15-11-30-00-00-023.101	Fishers 13095 LLC	13095 Publishers Dr	Mission Christian Academy
PO Box 1610 Cockeysville, MD 21030	15-11-30-00-00-023.601	SCP 2002E-20 LLC	13098 Publishers Dr	CVS
12609 Parkside Dr Fishers, IN 46038	15-11-30-00-00-023.012	Adams Education and Consulting Inc	12609 Parkside Dr	Primrose Daycare
1635 Michigan St W Indianapolis, IN 46222	15-11-30-00-00-023.011	Fishers GW Holdings LLC	12727 Parkside Dr	Goodwill
9550 E 126th St Fishers, IN 46038	15-11-30-00-00-023.013	PA Max Realestates LLC	12655 Parkside Dr	Fishers Imports
19638 Lettersburg Pike Ste 201 Hagerstown, MD 21742	15-11-30-00-00-023.701	950 Dual Highway LLC	13094 Publishers Dr	Arby's
11847 Floral Hall Pl Fishers, IN 46037	15-11-30-00-00-023.009	Fishers JJ LLC	12750 Parkside Dr	Dentist Office
241 N Pennsylvania St Ste 300 Indianapolis, IN 46204	15-11-30-00-00-023.201	Schlemmer Holdings LLC	13093 Parkside Dr	Business Center
12962 Publishers Dr Fishers, IN 46038	15-11-30-00-00-023.007	Parkside Real Estate Management Company LLC	12962 Publishers Dr	Parkside Animal Hospital
2611 S Coast Hwy 101 Ste 205 Cardiff, CA 92007	15-11-30-00-00-023.401	Indy Portfolio Owner 10 LLC	12933 Parkside Dr	Colliers Building
13099 Parkside Dr Fishers, IN 46038	15-11-30-00-35-001.000	Solid Ground LLC	12950 Publishers Dr	Texas Roadhouse
5110 Broadway Denver, CO 80203	15-11-30-00-00-023.003	Parkside Baceline LLC	9520 E 126th St	Baceline Building
1 Dave Thomas Blvd Dublin, OH 43017	15-11-30-00-30-001.000	National Retail Properties LP	12702 Parkside Dr	Wendy's
315 Commons Mall PO Box 347 Columbus, IN 47202	15-11-30-00-00-023.002	Macs Convenience Stores LLC	9510 E 126th St	Circle K
11000 E 116th St Fishers, IN 46037	15-11-30-00-00-023.004	Rocky Properties LLC	12890 Parkside Dr	Alphabet Academy
343 Waller Ave Ste 100 Lexington, KY 40504	15-11-30-00-00-023.109	Fishers FJ LLC	12734 Parkside Dr	Big Red Liquor - Retail center
6925 96th St E Ste 200 Indianapolis, IN 46250	15-11-30-00-00-023.000	Mann Realty Co	12915 Parkside Dr	Mann/vacant
6925 E 96th St Ste 200 Indianapolis, IN 46250	15-11-30-00-00-023.020	Mann Realty Co	0 Parkside Drive	Vacant
348 Harris Hill Rd Williamsville, NY 14221	15-11-30-00-00-023.019	Clover Communities Fishers LLC	12915 Parkside Dr	Future Senior Living
PO Box 745 Lafayette, IN 47902	15-11-30-00-00-023.017	Parkside Owners Association	0 Parkside Drive	Retention pond
PO Box 745 Lafayette, IN 47902	15-11-30-00-00-023.018	Parkside Owners Association	0 Parkside Drive	Retention pond

RESOLUTION NO. R031423D

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY AUTHORIZING THE INITIATION OF BARRETT LAW FOR CERTAIN
PRIVATE ROADS**

WHEREAS Indiana Code 36-9-36-1 *et seq.* (the “Act”) allows the City of Fishers (“City”) allows a municipality to make certain improvements and assess the total costs of the improvements against property owners who will specially benefit from the improvements, all in accordance with certain procedures set forth in the Act;

WHEREAS before the City can make an improvement utilizing the Act, the Board of Public Works & Safety (“Board”) must adopt (1) a preliminary resolution for the improvement, (2) the cross-sections, general plans, and specifications for the improvement and (3) an estimate of the cost of the improvement;

WHEREAS the estimate may include incidental, inspection and engineering costs, except for salaries and expenses of the necessary and regularly employed personnel of the engineering department and ordinary operating costs of the department, and those costs may be added to the cost of the improvement and included in the assessment roll;

WHEREAS, the Board has adopted Resolution R091322H, which depicted certain privately owned roads that qualified for improvements utilizing the Act;

WHEREAS certain roads approved in R091322H are in need of immediate repair, as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Private Roads”);

WHEREAS, those repairs include those items shown on **Exhibit B**, attached hereto and incorporated herein (“Improvements”).

WHEREAS, the City’s Engineering Department has estimated the cost of the Improvements, as well as allowable incidental, inspection, and engineering costs.

WHEREAS, the Board now desires to authorize the City to invoke the Act necessary to make Improvements to the Private Roads, and take all actions in furtherance of the project, as further defined by the Act..

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 adopts this preliminary resolution directing the City’s Engineering Department to make certain improvements as shown on **Exhibit A**.
- Section 2.** The Board hereby adopts the cross-sections, general plans and specifications for the work as shown on **Exhibit B**.

Section 3. The Board hereby adopts the estimated cost of the Improvement, which includes the allowable incidental, inspection and engineering costs in the amount of \$1,036,000.

Section 4. The Board hereby sets a **public hearing** in accordance with Ind. Code 369-36-8 and directs the City's Engineering Department to send notice to each property owner affected by the proposed Improvements as each owner appears in the records of the Hamilton County Assessor's office, as shown in **Exhibit C**, attached hereto and incorporated herein.

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

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 14th Day of March 2023.

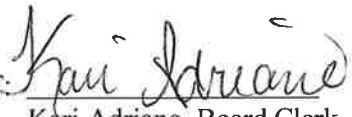
**BOARD OF PUBLIC WORKS & SAFETY, CITY
OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

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

ATTEST:  DATE: 3/14/23
Kari Adriano, Board Clerk

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

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

This aerial map of Fishers, Indiana, displays a network of streets and key locations. A red line traces a path through the area, starting near the top left, passing through the Fishers Trade Center, and ending near the bottom right. The map includes labels for major roads like E 131st St, E 126th St, and I-465, as well as local streets like Parkside Dr, Enterprise St, and various residential streets. Landmarks such as the Fishers Trade Center, Samual Properties LLC, and the Kirkpatrick Corner are also labeled.

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



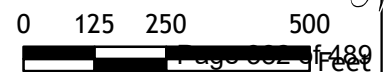
Parkside Dr, Publishers Dr, and Enterprise Dr

Legend

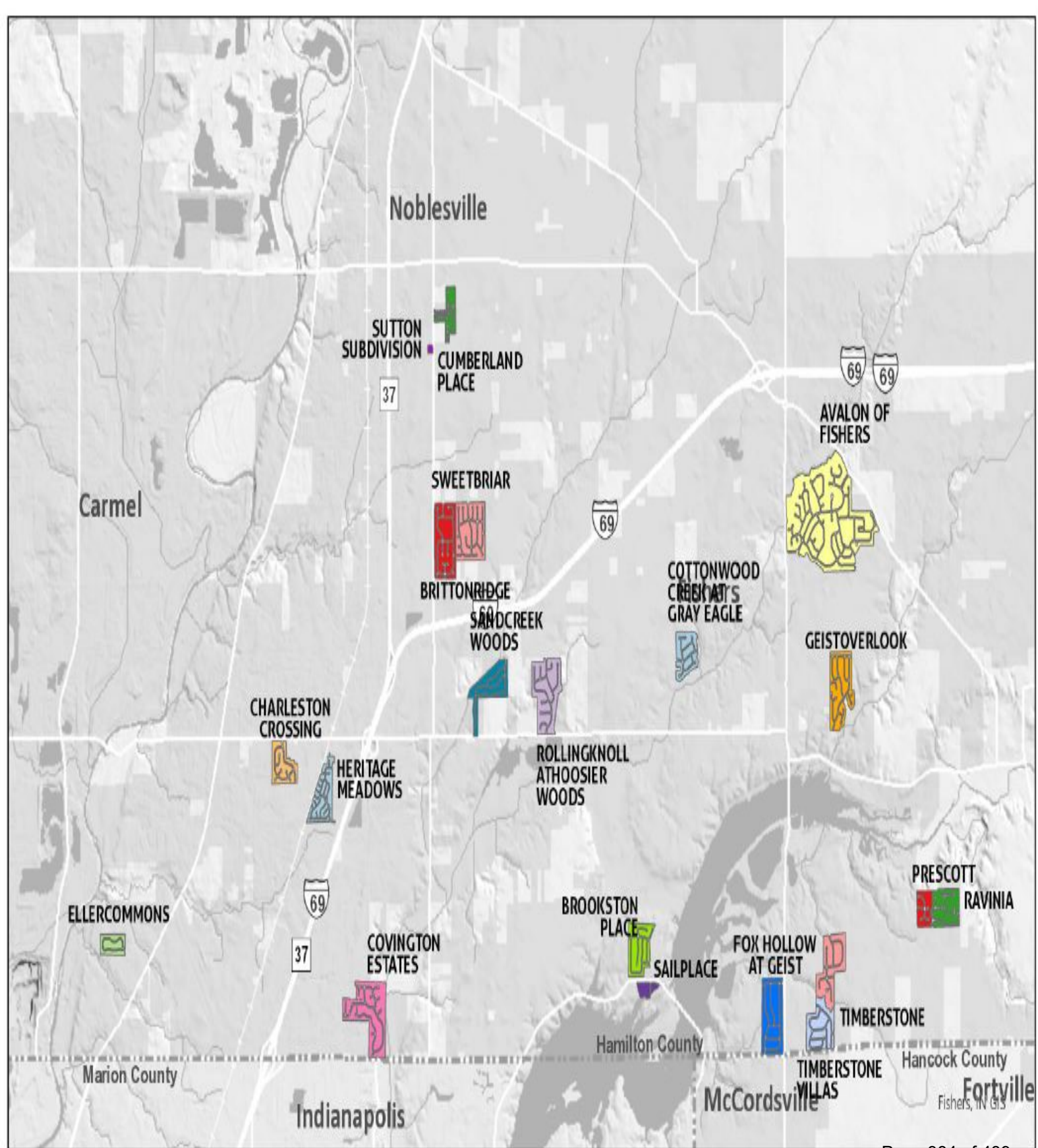
■ Roadway Rehabilitation

Set 1 of 1

Exhibit



<u>Deeded Owner Address</u>	<u>Parcel ID</u>	<u>Deeded Owner</u>	<u>Local Address</u>	<u>Business Name</u>
1300 G El Paseo Rd Box 190 Las Cruces, NM 88001	15-11-30-00-00-023.008	Fishers Property LLC	13048 Publishers Dr	Christian Brothers
9550 E 126th St Fishers, IN 46038	15-11-30-00-00-023.006	PA Max Realestates LLC	9550 E 126th St	Fishers Imports
12953 Publishers Dr Ste 200 Fishers, IN 46038	15-11-30-00-00-023.010	Parkside Professional Plaza LLC	12953 Publishers Dr	Parkside Professional Plaza
7330 Shadeland Station, Ste 200 Indianapolis, IN 46256	15-11-30-00-00-023.301	Community Health Network Inc	13050 Parkside Dr	Community Health
124 S Old Woodward Ave Birmingham, MI 48009	15-11-30-00-00-023.001	Iconic Fishers LLC	13070 Publishers Dr	Future Starbucks
13092 Publishers Dr Fishers, IN 46038	15-11-30-00-00-023.501	Sarah II LLC	13092 Publishers Dr	Dairy Queen
11111 Santa Monica Blvd Ste 800 Los Angeles, CA 90025	15-11-30-00-00-023.101	Fishers 13095 LLC	13095 Publishers Dr	Mission Christian Academy
PO Box 1610 Cockeysville, MD 21030	15-11-30-00-00-023.601	SCP 2002E-20 LLC	13098 Publishers Dr	CVS
12609 Parkside Dr Fishers, IN 46038	15-11-30-00-00-023.012	Adams Education and Consulting Inc	12609 Parkside Dr	Primrose Daycare
1635 Michigan St W Indianapolis, IN 46222	15-11-30-00-00-023.011	Fishers GW Holdings LLC	12727 Parkside Dr	Goodwill
9550 E 126th St Fishers, IN 46038	15-11-30-00-00-023.013	PA Max Realestates LLC	12655 Parkside Dr	Fishers Imports
19638 Lettersburg Pike Ste 201 Hagerstown, MD 21742	15-11-30-00-00-023.701	950 Dual Highway LLC	13094 Publishers Dr	Arby's
11847 Floral Hall Pl Fishers, IN 46037	15-11-30-00-00-023.009	Fishers JJ LLC	12750 Parkside Dr	Dentist Office
241 N Pennsylvania St Ste 300 Indianapolis, IN 46204	15-11-30-00-00-023.201	Schlemmer Holdings LLC	13093 Parkside Dr	Business Center
12962 Publishers Dr Fishers, IN 46038	15-11-30-00-00-023.007	Parkside Real Estate Management Company LLC	12962 Publishers Dr	Parkside Animal Hospital
2611 S Coast Hwy 101 Ste 205 Cardfiff, CA 92007	15-11-30-00-00-023.401	Indy Portfolio Owner 10 LLC	12933 Parkside Dr	Colliers Building
13099 Parkside Dr Fishers, IN 46038	15-11-30-00-35-001.000	Solid Ground LLC	12950 Publishers Dr	Texas Roadhouse
5110 Broadway Denver, CO 80203	15-11-30-00-00-023.003	Parkside Baceline LLC	9520 E 126th St	Baceline Building
1 Dave Thomas Blvd Dublin, OH 43017	15-11-30-00-30-001.000	National Retail Properties LP	12702 Parkside Dr	Wendy's
315 Commons Mall PO Box 347 Columbus, IN 47202	15-11-30-00-00-023.002	Macs Convenience Stores LLC	9510 E 126th St	Circle K
11000 E 116th St Fishers, IN 46037	15-11-30-00-00-023.004	Rocky Properties LLC	12890 Parkside Dr	Alphabet Academy
343 Waller Ave Ste 100 Lexington, KY 40504	15-11-30-00-00-023.109	Fishers FJ LLC	12734 Parkside Dr	Big Red Liquor - Retail center
6925 96th St E Ste 200 Indianapolis, IN 46250	15-11-30-00-00-023.000	Mann Realty Co	12915 Parkside Dr	Mann/vacant
6925 E 96th St Ste 200 Indianapolis, IN 46250	15-11-30-00-00-023.020	Mann Realty Co	0 Parkside Drive	Vacant
348 Harris Hill Rd Williamsville, NY 14221	15-11-30-00-00-023.019	Clover Communities Fishers LLC	12915 Parkside Dr	Future Senior Living
PO Box 745 Lafayette, IN 47902	15-11-30-00-00-023.017	Parkside Owners Association	0 Parkside Drive	Retention pond
PO Box 745 Lafayette, IN 47902	15-11-30-00-00-023.018	Parkside Owners Association	0 Parkside Drive	Retention pond





Board Action Form

MEETING DATE	March 14, 2023			
TITLE	Request to approve the 2023 Neighborhood Vibrancy Grant Committee funding recommendation.			
SUBMITTED BY	Name & Title: Bre King, Senior Planner, 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 #: R031423E	
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 intent of the Neighborhood Vibrancy Grant program is to provide funding to neighborhoods, HOA's or advocacy groups, for projects that involve beautification or increase vibrancy of an area of Fishers. Highlights of the combined program: • Individuals & HOAs can apply • \$5,000 cap on requested funding • Landscape & hardscape projects are eligible. • Grant is available for the interior and exterior of neighborhoods, but priority is given to projects along roadways. This year the City received a total funding request for \$87,519.88 from twenty one (21) organizations. This is the largest number of applicants in the history of this program. For this year's grant cycle we had available funding of \$100,000. On March 2, 2022 the Neighborhood Vibrancy Committee met, reviewed the applications, and went through the selection process to provide a recommendation to the Fishers Board of Public Works and Safety. The committee reviewed the applications and project proposals and is pleased to present a recommendation of funding for all twenty one (21) of the applicants. These applications were made available to the committee to review in advance. As a condition of approval, all landscape plantings will be required to be native species as listed in the Fishers Planting Guide. Attached is the NVG Committee spreadsheet showing a breakdown of the funding requests with the committee's recommendations. For your information, all neighborhoods receiving grants are responsible for compliance with any and all applicable laws.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$100,000
	Expenditure \$:	\$87,519.88
	Source of Funds:	Operating Budget - Planning & Zoning
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Includes Deny Approval Option)	1.	Approve committee recommendation
	2.	Deny
	3.	Continue
	4.	Take no action
PROJECT TIMELINE		

	1. Final decision letters and MOUS are sent out to all applicants that have applied following the Board of Public Works & Safety meeting. 2. Applicants hire contractors and/or purchase materials and begin work. 3. Upon proof from the applicant that the work has been completed (which is attached to an invoice for the project), the applicant must submit proof of completion. The applicants have until November 1, 2023 to submit such documentation. 4. As the completed projects come in, photos of the finished project will be provided to the Committee Members in follow-up and gratitude for the uncompensated time, energy, and service that they provide each year.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	The Neighborhood Vibrancy Grant Committee recommends funding in accordance with the attached spreadsheet, mandating that the projects are executed in accordance to the comments in the attached spreadsheet, and authorizing the Planning & Zoning Director full implementation and oversight
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Matching Grant Historical Data 2. Map of awarded Neighborhoods 3. Resolution 4. NVG 2023 Funding Spreadsheet (Exhibit A)

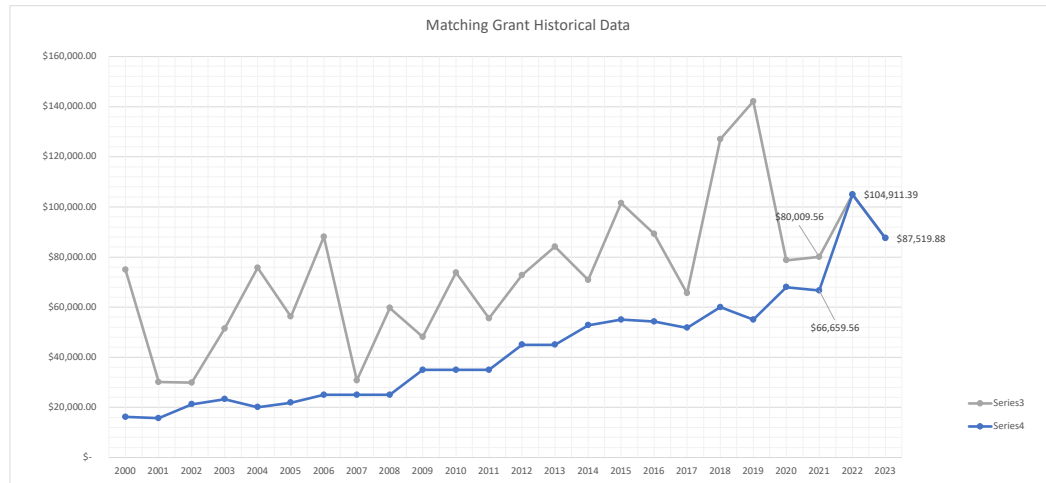
Subdivision/ HOA/Address	Case Number	Previous Recipient	Brief Project Description	Plantings	Planting Species Information	Total Cost of Project	Requested Amount (if not specific, 50%)	Grant Category	Committee Recommended Funding	Staff / Committee Comments
Geist Overlook	NVG-22-27	Yes (2015 and 2018)	Additional wall adjacent to main entrance wall	N/A	N/A	\$25,000.00	\$5,000.00	Neighborhood	\$5,000.00	
Cottonwood Creek at Gray Eagle	NVG-22-28	Yes (2013 and 2022)	Neighborhood tennis are unsafe as they have many cracks and tripping hazards	N/A	N/A	\$14,896.38	\$5,000.00	Recreation	\$5,000.00	
Timberstone Villas	NVG-22-29	Yes (2021 and 2022)	Common Area Trail Improvement next to Bee Creek Camp	Yes	Native Species	\$11,101.00	\$5,000.00	Environmental	\$5,000.00	Condition that all species planted must be native to Indiana
Sweet Briar	NVG-23-1	Yes (2021 and 2022)	Sweet Briar neighborhood park walking path phase 2 of 3 repavement.	N/A	N/A	\$48,000.00	\$5,000.00	Recreation	\$5,000.00	
Sandcreek Woods	NVG-23-2	Yes (2020)	Multi-use Trail Repair	N/A	N/A	\$25,000.00	\$5,000.00	Recreation	\$5,000.00	
Sail Place	NVG-23-3	No	Replace the wood fence on the perimeter of the Sail Place property line along Fall Creek Road and the Fall Creek Trail with a new fence	N/A	N/A	\$55,185.00	\$5,000.00	Neighborhood	\$5,000.00	
Ravinia	NVG-23-4	Yes (2022)	Add a flower bed and entrance sign to the rear entrance, put a park bench near the walking path	Yes	2 pinus strobus, 1 malus rosaceae, 3 picea abies, ornamental grasses and drought resistant perennials. Would not allow Picea Abies or Malus Rasaceae. Applicant has agreed to replace with native species.	\$9,974.63	\$4,986.32	Environmental	\$4,986.32	Condition that all species planted must be native to Indiana
Sutton Place	NVG-23-5	Yes (2012)	Remove Willow trees grind stumps around the pond in the center of the community. Will plant new trees around the pond after removal has been completed. Along with tree trimming in the same common area.	Yes	London Plane Tree, Proposing to plant non-native species. Staff has reached out to applicant to request a change in species and notified that native species will be required if funded.As on 2/21/23 Native species are being peoposed.	\$9,972.00	\$4,986.00	Environmental	\$4,986.00	Condition that all species planted must be native to Indiana

Timberstone	NVG-23-21	Yes (2021, 2022)	Retrofit 5 street lights to LED and replace 5 Acorn Globe fixtures that have discolored. Repairs are needed on the entrance monuments. Limestone caps are in need of replacement mortar joints need filled.	No	N/A	\$6,420.00	\$3,210.00	Neighborhood	\$3,210.00	
Charleston Crossing	NVG-23-10	Yes (NMG 2001,2003, 2007, 2010, 2012, 2017)	Replace and upgrade two pond fountains at neighborhood entrance on 116th Street	No	N/A	\$13,924.00	\$5,000.00	Environmental	\$5,000.00	
Heritage Meadows	NVG-23-11	Yes (NMG 2002, 2005, 2009, 2013, 2017, 2020)	We are seeking funds to add landscaping to our new neighborhood signage.	Yes	Proposing non native species, Staff has reached out to applicant to request a change in species and notified that native species will be required if funded.	\$6,028.00	\$3,014.00	Neighborhood	\$3,014.00	Condition that all species planted must be native to Indiana
Brookston Place	NVG-23-12	Yes (2015, 2016)	We are proposing to enhance our entrance located on Brangton Dr. It currently consists of a single-column monument and a tiny flower bed. In 2022, we upgraded our main entrance monument and flower bed on Aldenham Blvd, and now we would like to give our Brangton entrance a much needed facelift to better reflect the pride that we take in our community.	Yes	Proposing Non Native Species, Staff has reached out to applicant to request a change in species and notified that native species will be required if funded.	\$8,057.04	\$4,028.52	Neighborhood	\$4,028.52	Condition that all species planted must be native to Indiana

Fox Hollow at Geist	NVG-23-13	No	Replacement/Repair of Fox Hollow at Geist's Custom Street and Stop Signs	No	N/A	\$36,679.49	\$5,000.00	Neighborhood	\$5,000.00	1. All proposed signage must still meet MUTCD requirements. 2.As is done for new neighborhoods, a decorative sign agreement must be completed and signed by the HOA which stipulates the conditions those signs are to be installed and spells out the responsibility for maintenance of those signs.
Eller Commons	NVG-23-14	Yes (2011, 2014)	Re-landscaping front entrance of neighborhood and replacing lighting with LEDs.	Yes	New Species List: Fire Chief Globe Arborvitae (Thuja occidentalis 'Congabe') Red Sprite Winterberry (Ilex verticillata 'Red Sprite') Shenandoah Switch Grass (Panicum virgatum) Purple & Yellow Ember Coneflower (Echinacea purpurea) Bird's Foot Violet 1G (Viola pedata) Indiana Native Plant Society (Reference): https://indiananativeplants.org/photo-index/	\$11,723.25	\$5,000.00	Environmental	\$5,000.00	Condition that all species planted must be native to Indiana
Cumberland Place	NVG-23-15	Yes (2021)	To convert a large piece of land that our association owns back to native grasses and plants.	Yes	Proposing all native species	\$6,000.00	\$3,000.00	Environmental	\$3,000.00	Condition that all species planted must be native to Indiana
Rolling Knoll	NVG-23-17	Yes (2014,2022)	Removal and replacement of Bradford Pear Street Trees along interior drives in Rolling Knoll subdivision	Yes	Proposing all native species	\$15,000.00	\$5,000.00	Environmental	\$5,000.00	Condition that all species planted must be native to Indiana
Prescott	NVG-23-18	No	Extend the irrigation system to help keep the trees and grass watered	No	N/A	\$10,200.00	\$5,000.00	Neighborhood	\$5,000.00	
Britton Ridge	NVG-23-19	Yes (2007, 2010)	Enhance appearance of wall signs at our 126th Street and 131st Street entrances by cleaning and painting them.	No	N/A	\$3,325.00	\$1,662.50	Neighborhood	\$1,662.50	

Covington Estates	NVG-23-20	Yes (2003, 2006, 2011, 2015,2022)	Adding trees along 96th Street for privacy and beauty	Yes	Staff has reached out to applicant to request a change in species and notified that native species will be required if funded.	\$6,888.38	\$3,444.19	Environmental	\$3,444.19	Condition that all species planted must be native to Indiana
Berkley Grove	NVG-23-23	Yes (2000)	Conversion of lawn space into a community rain garden and outdoor art gallery.	Yes	Native Species	\$10,000.00	\$5,000.00	Environmental	\$5,000.00	Condition that all species planted must be native to Indiana
Avalon	NVG-23-22	Yes (2018)	Install park benches along walking trail (part of planned Geist Greenway)	No	N/A	\$5,265.08	\$2,632.54	Neighborhood	\$2,632.54	
TOTAL						\$338,639.25	\$87,519.88		\$87,519.88	
BUDGET							\$100,000.00		\$100,000.00	
							\$12,480.12		\$12,480.12	

Year	Total Applicants	Funded Applicants	Requested Amount - Total	Amount Awarded - Total	Difference
2000	8	7	\$ 74,969.00	\$ 16,190.00	\$ 58,779.00
2001	6	5	\$ 30,079.49	\$ 15,657.49	\$ 14,422.00
2002	8	7	\$ 29,827.75	\$ 21,245.05	\$ 8,582.70
2003	8	8	\$ 51,450.60	\$ 23,300.10	\$ 28,150.50
2004	11	5	\$ 75,729.94	\$ 20,100.00	\$ 55,629.94
2005	12	10	\$ 56,246.19	\$ 21,888.00	\$ 34,358.19
2006	14	9	\$ 88,116.69	\$ 24,999.99	\$ 63,116.70
2007	6	6	\$ 30,787.00	\$ 25,000.00	\$ 5,787.00
2008	18	7	\$ 59,674.06	\$ 25,000.00	\$ 34,674.06
2009	14	12	\$ 48,086.96	\$ 34,967.50	\$ 13,119.46
2010	22	14	\$ 73,800.88	\$ 34,992.68	\$ 38,808.20
2011	14	13	\$ 55,513.53	\$ 35,000.00	\$ 20,513.53
2012	23	17	\$ 72,730.15	\$ 44,985.00	\$ 27,745.15
2013	28	20	\$ 84,156.00	\$ 45,000.00	\$ 39,156.00
2014	25	18	\$ 70,861.76	\$ 52,757.42	\$ 18,104.34
2015	30	20	\$ 101,520.29	\$ 55,000.00	\$ 46,520.29
2016	21	17	\$ 89,260.28	\$ 54,223.10	\$ 35,037.18
2017	16	14	\$ 65,561.04	\$ 51,750.83	\$ 13,810.21
2018	22	20	\$ 127,041.64	\$ 59,974.00	\$ 67,067.64
2019	25	18	\$ 142,084.56	\$ 55,000.00	\$ 87,084.56
2020	22	18	\$ 78,718.64	\$ 67,959.21	\$ 10,759.43
2021	20	17	\$ 80,009.56	\$ 66,659.56	\$ 13,350.00
2022	27	27	\$ 104,911.39	\$ 104,911.39	\$ -
2023	21	21	\$ 87,519.88	\$ 87,519.88	\$ -
Total	353	265	\$ 1,778,657.28	\$ 1,044,081.20	



RESOLUTION NO. R031423E

**A RESOLUTION OF THE CITY OF FISHERS, HAMILTON COUNTY,
INDIANA BOARD OF PUBLIC WORKS & SAFETY APPROVING THE
2023 NEIGHBORHOOD VIBRANCY GRANTS**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) previously created the Neighborhood Vibrancy Grant (the “Grant”), to be administered by the department of planning and zoning to incentivize projects aimed at enhancing the vibrancy of the community through exterior beautification and enhancement projects;

WHEREAS, the Grant focuses on older neighborhoods, which is defined as any subdivision ten years old or older;

WHEREAS the Grant is a matching grant and requires that the applicant participate in a portion of the project funding as further defined by the Grant;

WHEREAS, the City received applications from twenty (21) neighborhoods with a total funding request of \$87,519.88;

WHEREAS, after careful review of the applications, the City now desires to award the matching 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:

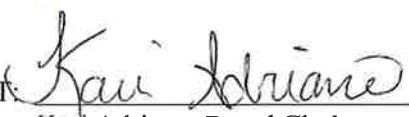
- Section 1. The Board hereby approves the Neighborhood Vibrancy Grants as further described in Exhibit A, attached hereto and incorporated herein.
- Section 3. The Board hereby authorizes the Director of Planning & Zoning or his designee to execute the grants and any and all documents necessary to effectuate its intent.
- Section 4. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY THIS 14th DAY OF MARCH, 2023.

Exhibit A
[*Spreadsheet – Committee Recommendations*]

**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: 3/14/23
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

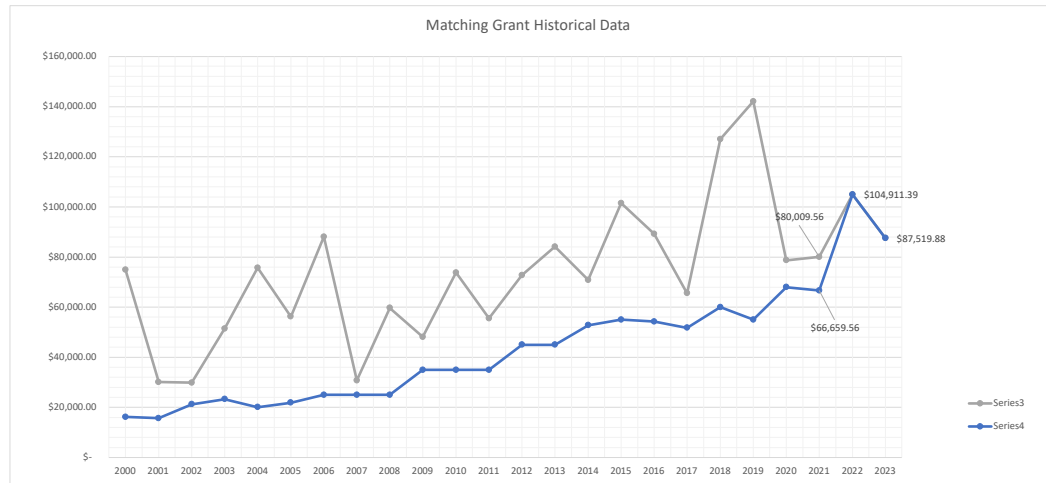
Subdivision/ HOA/Address	Case Number	Previous Recipient	Brief Project Description	Plantings	Planting Species Information	Total Cost of Project	Requested Amount (if not specific, 50%)	Grant Category	Committee Recommended Funding	Staff / Committee Comments
Geist Overlook	NVG-22-27	Yes (2015 and 2018)	Additional wall adjacent to main entrance wall	N/A	N/A	\$25,000.00	\$5,000.00	Neighborhood	\$5,000.00	
Cottonwood Creek at Gray Eagle	NVG-22-28	Yes (2013 and 2022)	Neighborhood tennis are unsafe as they have many cracks and tripping hazards	N/A	N/A	\$14,896.38	\$5,000.00	Recreation	\$5,000.00	
Timberstone Villas	NVG-22-29	Yes (2021 and 2022)	Common Area Trail Improvement next to Bee Creek Camp	Yes	Native Species	\$11,101.00	\$5,000.00	Environmental	\$5,000.00	Condition that all species planted must be native to Indiana
Sweet Briar	NVG-23-1	Yes (2021 and 2022)	Sweet Briar neighborhood park walking path phase 2 of 3 repavement.	N/A	N/A	\$48,000.00	\$5,000.00	Recreation	\$5,000.00	
Sandcreek Woods	NVG-23-2	Yes (2020)	Multi-use Trail Repair	N/A	N/A	\$25,000.00	\$5,000.00	Recreation	\$5,000.00	
Sail Place	NVG-23-3	No	Replace the wood fence on the perimeter of the Sail Place property line along Fall Creek Road and the Fall Creek Trail with a new fence	N/A	N/A	\$55,185.00	\$5,000.00	Neighborhood	\$5,000.00	
Ravinia	NVG-23-4	Yes (2022)	Add a flower bed and entrance sign to the rear entrance, put a park bench near the walking path	Yes	2 pinus strobus, 1 malus rosaceae, 3 picea abies, ornamental grasses and drought resistant perennials. Would not allow Picea Abies or Malus Rasaceae. Applicant has agreed to replace with native species.	\$9,974.63	\$4,986.32	Environmental	\$4,986.32	Condition that all species planted must be native to Indiana
Sutton Place	NVG-23-5	Yes (2012)	Remove Willow trees grind stumps around the pond in the center of the community. Will plant new trees around the pond after removal has been completed. Along with tree trimming in the same common area.	Yes	London Plane Tree, Proposing to plant non-native species. Staff has reached out to applicant to request a change in species and notified that native species will be required if funded.As on 2/21/23 Native species are being peoposed.	\$9,972.00	\$4,986.00	Environmental	\$4,986.00	Condition that all species planted must be native to Indiana

Timberstone	NVG-23-21	Yes (2021, 2022)	Retrofit 5 street lights to LED and replace 5 Acorn Globe fixtures that have discolored. Repairs are needed on the entrance monuments. Limestone caps are in need of replacement mortar joints need filled.	No	N/A	\$6,420.00	\$3,210.00	Neighborhood	\$3,210.00	
Charleston Crossing	NVG-23-10	Yes (NMG 2001,2003, 2007, 2010, 2012, 2017)	Replace and upgrade two pond fountains at neighborhood entrance on 116th Street	No	N/A	\$13,924.00	\$5,000.00	Environmental	\$5,000.00	
Heritage Meadows	NVG-23-11	Yes (NMG 2002, 2005, 2009, 2013, 2017, 2020)	We are seeking funds to add landscaping to our new neighborhood signage.	Yes	Proposing non native species, Staff has reached out to applicant to request a change in species and notified that native species will be required if funded.	\$6,028.00	\$3,014.00	Neighborhood	\$3,014.00	Condition that all species planted must be native to Indiana
Brookston Place	NVG-23-12	Yes (2015, 2016)	We are proposing to enhance our entrance located on Brangton Dr. It currently consists of a single-column monument and a tiny flower bed. In 2022, we upgraded our main entrance monument and flower bed on Aldenham Blvd, and now we would like to give our Brangton entrance a much needed facelift to better reflect the pride that we take in our community.	Yes	Proposing Non Native Species, Staff has reached out to applicant to request a change in species and notified that native species will be required if funded.	\$8,057.04	\$4,028.52	Neighborhood	\$4,028.52	Condition that all species planted must be native to Indiana

Fox Hollow at Geist	NVG-23-13	No	Replacement/Repair of Fox Hollow at Geist's Custom Street and Stop Signs	No	N/A	\$36,679.49	\$5,000.00	Neighborhood	\$5,000.00	1. All proposed signage must still meet MUTCD requirements. 2.As is done for new neighborhoods, a decorative sign agreement must be completed and signed by the HOA which stipulates the conditions those signs are to be installed and spells out the responsibility for maintenance of those signs.
Eller Commons	NVG-23-14	Yes (2011, 2014)	Re-landscaping front entrance of neighborhood and replacing lighting with LEDs.	Yes	New Species List: Fire Chief Globe Arborvitae (Thuja occidentalis 'Congabe') Red Sprite Winterberry (Ilex verticillata 'Red Sprite') Shenandoah Switch Grass (Panicum virgatum) Purple & Yellow Ember Coneflower (Echinacea purpurea) Bird's Foot Violet 1G (Viola pedata) Indiana Native Plant Society (Reference): https://indiananativeplants.org/photo-index/	\$11,723.25	\$5,000.00	Environmental	\$5,000.00	Condition that all species planted must be native to Indiana
Cumberland Place	NVG-23-15	Yes (2021)	To convert a large piece of land that our association owns back to native grasses and plants.	Yes	Proposing all native species	\$6,000.00	\$3,000.00	Environmental	\$3,000.00	Condition that all species planted must be native to Indiana
Rolling Knoll	NVG-23-17	Yes (2014,2022)	Removal and replacement of Bradford Pear Street Trees along interior drives in Rolling Knoll subdivision	Yes	Proposing all native species	\$15,000.00	\$5,000.00	Environmental	\$5,000.00	Condition that all species planted must be native to Indiana
Prescott	NVG-23-18	No	Extend the irrigation system to help keep the trees and grass watered	No	N/A	\$10,200.00	\$5,000.00	Neighborhood	\$5,000.00	
Britton Ridge	NVG-23-19	Yes (2007, 2010)	Enhance appearance of wall signs at our 126th Street and 131st Street entrances by cleaning and painting them.	No	N/A	\$3,325.00	\$1,662.50	Neighborhood	\$1,662.50	

Covington Estates	NVG-23-20	Yes (2003, 2006, 2011, 2015,2022)	Adding trees along 96th Street for privacy and beauty	Yes	Staff has reached out to applicant to request a change in species and notified that native species will be required if funded.	\$6,888.38	\$3,444.19	Environmental	\$3,444.19	Condition that all species planted must be native to Indiana
Berkley Grove	NVG-23-23	Yes (2000)	Conversion of lawn space into a community rain garden and outdoor art gallery.	Yes	Native Species	\$10,000.00	\$5,000.00	Environmental	\$5,000.00	Condition that all species planted must be native to Indiana
Avalon	NVG-23-22	Yes (2018)	Install park benches along walking trail (part of planned Geist Greenway)	No	N/A	\$5,265.08	\$2,632.54	Neighborhood	\$2,632.54	
TOTAL						\$338,639.25	\$87,519.88		\$87,519.88	
BUDGET							\$100,000.00		\$100,000.00	
							\$12,480.12		\$12,480.12	

Year	Total Applicants	Funded Applicants	Requested Amount - Total	Amount Awarded - Total	Difference
2000	8	7	\$ 74,969.00	\$ 16,190.00	\$ 58,779.00
2001	6	5	\$ 30,079.49	\$ 15,657.49	\$ 14,422.00
2002	8	7	\$ 29,827.75	\$ 21,245.05	\$ 8,582.70
2003	8	8	\$ 51,450.60	\$ 23,300.10	\$ 28,150.50
2004	11	5	\$ 75,729.94	\$ 20,100.00	\$ 55,629.94
2005	12	10	\$ 56,246.19	\$ 21,888.00	\$ 34,358.19
2006	14	9	\$ 88,116.69	\$ 24,999.99	\$ 63,116.70
2007	6	6	\$ 30,787.00	\$ 25,000.00	\$ 5,787.00
2008	18	7	\$ 59,674.06	\$ 25,000.00	\$ 34,674.06
2009	14	12	\$ 48,086.96	\$ 34,967.50	\$ 13,119.46
2010	22	14	\$ 73,800.88	\$ 34,992.68	\$ 38,808.20
2011	14	13	\$ 55,513.53	\$ 35,000.00	\$ 20,513.53
2012	23	17	\$ 72,730.15	\$ 44,985.00	\$ 27,745.15
2013	28	20	\$ 84,156.00	\$ 45,000.00	\$ 39,156.00
2014	25	18	\$ 70,861.76	\$ 52,757.42	\$ 18,104.34
2015	30	20	\$ 101,520.29	\$ 55,000.00	\$ 46,520.29
2016	21	17	\$ 89,260.28	\$ 54,223.10	\$ 35,037.18
2017	16	14	\$ 65,561.04	\$ 51,750.83	\$ 13,810.21
2018	22	20	\$ 127,041.64	\$ 59,974.00	\$ 67,067.64
2019	25	18	\$ 142,084.56	\$ 55,000.00	\$ 87,084.56
2020	22	18	\$ 78,718.64	\$ 67,959.21	\$ 10,759.43
2021	20	17	\$ 80,009.56	\$ 66,659.56	\$ 13,350.00
2022	27	27	\$ 104,911.39	\$ 104,911.39	\$ -
2023	21	21	\$ 87,519.88	\$ 87,519.88	\$ -
Total	353	265	\$ 1,778,657.28	\$ 1,044,081.20	





Board Action Form

MEETING DATE	March 14, 2023			
TITLE	Request to Approve Renewal of 2023 Workers Compensation			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	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 #: R031423F	
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: MJ Insurance
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	MJ Insurance, the City's workers compensation insurance broker, has engaged the marketplace for the City's coverage needs. Following this engagement and analysis, MJ is recommending the attached renewal proposal from Indiana Public Employer Plan ("IPEP") for the worker's compensation policy fiscal year of March 1, 2023 to February 28, 2024. Total premium is \$499,857. This is an increase of ~\$45k from the prior year. This is due to increased payroll amounts for public safety (the City has been paying a workers compensation adjustment post-renewal due to estimated payrolls being too low) and adding a new workers compensation code for lifeguards and aquatics manager for Geist Park.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$1,725,000 (all insurance including Workers Compensation)
	Expenditure \$:	\$1,630,764 (\$499,857 with all other insurance)
	Source of Funds:	General, Sewer, and Storm Water
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the request
	2.	Deny the request
	3.	Provide alternate direction
	4.	
PROJECT TIMELINE	Coverage would renew, effective immediately for 3/1/2023 for one year.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving this request for the 2023 Worker's Compensation renewal, and authorizing the City Controller to pay the invoices for 2023.	
SUPPLEMENTAL INFORMATION (List all attached documents)	2023 IPEP proposal prepared by MJ Insurance	

CITY OF FISHERS

WORKERS COMPENSATION COMPARISON

3/1/2023 to 3/1/2024

Code	Classification		2022 Payrolls	Rate	Premium		2023 Payrolls	Rate	Premium	% Change
8820	Attorney		155,000	0.13	202		145,000	0.13	189	
7725	Police - Medical Only		10,650,000	2.00	213,000		9,938,682	2.06	204,737	
7720	Police Med & Indemnity (3) in 2022; (11 in 2023)		243,978	2.20	5,368		669,896	2.27	15,207	
8380	Auto Service - Mechanics		552,481	2.06	11,381		617,228	2.12	13,085	
5506	Streets		1,776,110	5.32	94,489		2,076,097	5.48	113,770	
7580	Sewer		1,196,140	2.35	28,109		1,501,654	2.42	36,340	
7699	Firemen- Med Only (PERF)		12,585,375	1.88	236,605		12,917,497	1.94	250,599	
8810	Clerical		5,534,292	0.16	8,855		4,953,497	0.16	7,926	
9015	Buildings-Maintenance		568,627	3.16	17,969		501,899	3.25	16,312	
9102	Parks		1,992,498	2.57	51,207		2,235,012	2.65	59,228	
9102	Lifeguards/Aquatics Mgr				None		240,000	2.65	6,360	
9410	Municipal Employees		1,232,197	1.87	23,042		2,129,392	1.93	41,097	
8742	Outside Education *		297,058	0.27	802		608,061	0.28	1,703	
7732	Police Officer- Reserve officer		1		500		1		500	
7698	Rostered Volunteers - 20 (min prem charge)				500				500	
8831	Humane Officer		59,320	1.27	753		61,692	1.31	808	
8832	Health Dept/incl clerical		392,506	0.23	903		1,418,588	0.24	3,405	
TOTAL PAYROLL:			37,235,583		693,684		40,014,196		771,765	7.46%
Experience Mod			0.89	0.11	-76,305		0.88	0.12	-92,612	-1.12%
					617,379				679,153	
Scheduled Credit				0.20	-123,476			0.20	-135,831	
					493,903				543,323	10.01%
Less Commission:					-39,512.00				-43,465.84	
					454,391.34				499,857.16	

* Newly added code in 2019; IPEP rates increased July 2022
(employees providing outside training to public)

FIRE CHIEF IN CODE 7699
LIFEGUARD CODE 9102 (Parks) ADDED IN 2023

Payroll Summary:		(NET)	
Year	TOTAL AUDITED PAYROLL	PREMIUM	MOD
2013	\$22,117,344	\$432,999	0.93
2014	\$25,381,500	\$521,508	0.78
2015	\$26,721,879	\$451,526	1.05
2016	\$27,594,125	\$490,643	1.10
2017	\$29,240,632	\$501,465	1.21
2018	\$30,303,066	\$388,217	0.92
2019	\$32,275,547	\$338,810	0.77
2020	\$34,787,293	\$383,525	0.84
2021	\$37,903,988	\$414,518	0.79
2022	\$37,235,583 (Projected)	\$454,391	0.89
2023	\$40,014,196 (Projected)	\$499,857	0.88



RESOLUTION NO. R031423F
A RESOLUTION OF THE CITY OF FISHERS BOARD OF
PUBLIC WORKS & SAFETY APPROVING THE CITY'S
2023 WORKER'S COMPENSATION INSURANCE

WHEREAS, in October 2018, the City of Fishers, Hamilton County, Indiana ("City") engaged MJ Insurance for insurance brokerage services with the objective of obtaining the most efficient, high quality insurance brokerage services at the most reasonable cost;

WHEREAS, the Indiana Public Employer Plan ("IPEP") has provided the City with worker's compensation insurance for several years;

WHEREAS, MJ Insurance has proposed that the City renew its worker's compensation coverage with IPEP for the 2023 Plan Year (March 1, 2023-February 28, 2024), as further specified in Exhibit A, which is attached hereto and incorporated herein; and

WHEREAS, the Board of Public Works & Safety ("Board") now desires to renew its worker's compensation coverage with IPEP for the 2023 Plan Year.

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 worker's compensation coverage provided by IPEP, as further specified in Exhibit A, attached hereto and incorporated herein, in an amount not to exceed Four Hundred Ninety-Nine Thousand Eight Hundred Fifty-Seven dollars and 16/100 Dollars (\$499,857.16) for the 2023 Plan Year (March 1, 2023 - February 28, 2024).

Section 2. The Board hereby authorizes the Mayor or his designee to execute any and all documents necessary to execute the City's workers compensation insurance with IPEP for the 2023 Plan Year.

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 14th day of March, 2023.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____

Kari Adriano, Board Clerk

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

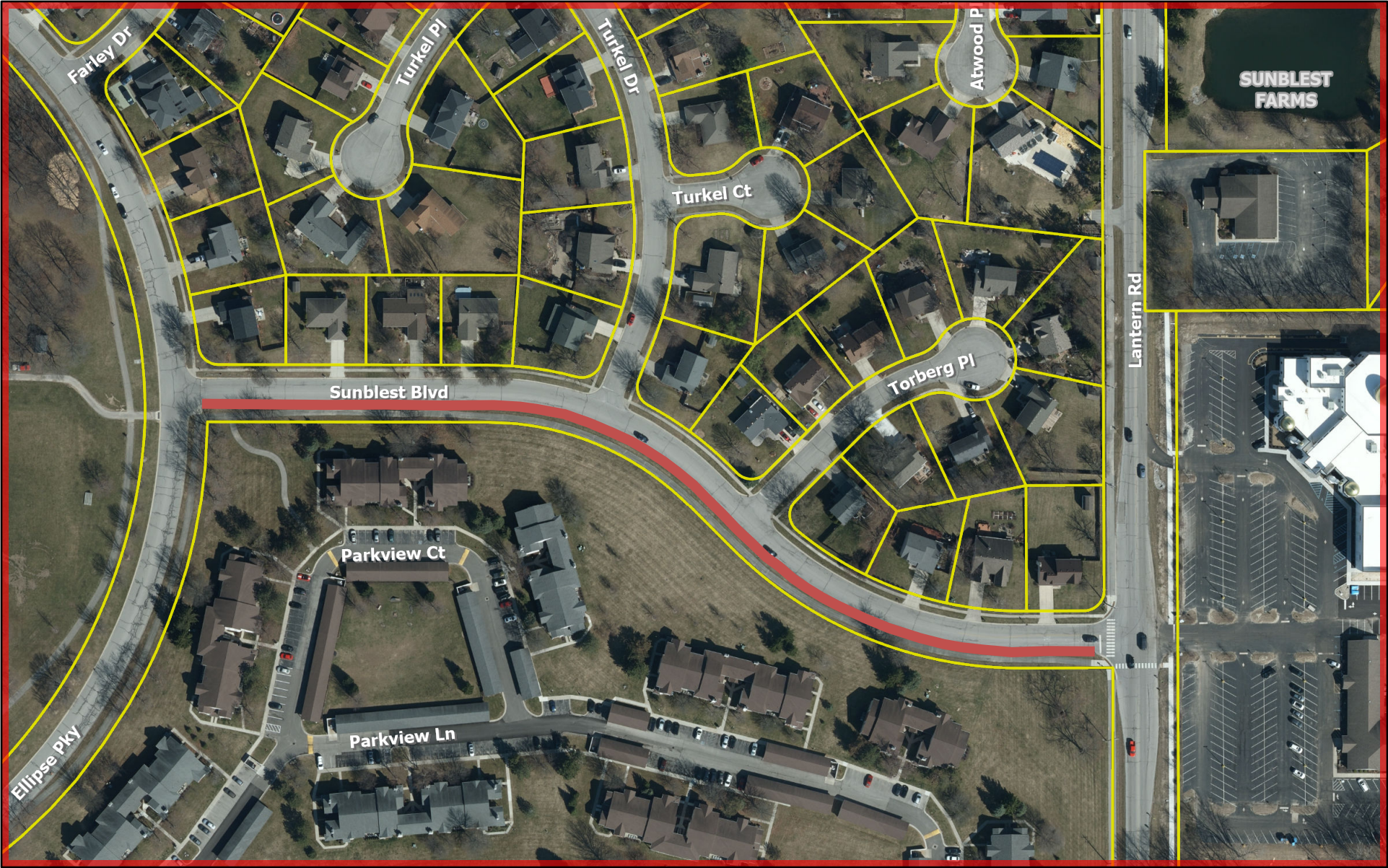
“I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.” /s/ Lindsey Bennett

CHAPTER 75, SCHEDULE I "EXHIBIT A"

PARKING SCHEDULE I. Prohibited Parking is hereby amended by adding the following Prohibited Parking:

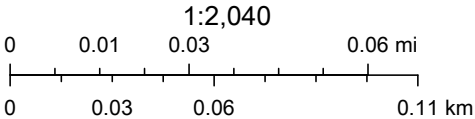
<i>Street</i>	<i>Description</i>	<i>Side</i>	<i>Res./Ord. No.</i>	<i>Passage Date</i>
Sunblest Boulevard	Restricted Parking between Ellipse Parkway and Lantern Road in accordance with signage or in accordance with Traffic Code § 72.13.	South side	R031423G	3/14/2023

No Parking zone Sunblest Boulevard



March 7, 2023

Minor Roads  Parcels
Subdivisions





Board Action Form

MEETING DATE	3/14/2023			
TITLE	Request to approve Resolution amending the City of Fishers Traffic and Parking Schedule			
SUBMITTED BY	Name & Title: Jason Taylor, Director Department: Engineering Department			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #:R031423G	
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)		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	0
	Expenditure \$:	0
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve resolution as submitted
	2.	Deny the resolution
	3.	Take no Action
	4.	
PROJECT TIMELINE	Within 30 days of approval	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Engineering staff , at the request of Fishers PD recommends approval of the resolution	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution – Traffic Schedule Updates 2. Exhibit "A" 2. Exhibit Overview	

RESOLUTION NO. R031423G

A RESOLUTION AMENDING THE CITY OF FISHERS' TRAFFIC AND PARKING SCHEDULES

WHEREAS, the Common Council ("Council") of the City of Fishers, Hamilton County, Indiana ("City") meeting in regular session, adopted Ordinance No. 031615B delegating various authorities regarding the City's Traffic Code to the Board of Public Works & Safety.

WHEREAS, the Board of Public Works & Safety, from time to time must revise the City's Traffic & Parking Code and Schedules to accommodate traffic improvements and change in traffic flow within the City's corporate boundaries; and

WHEREAS, the Board of Public Works & Safety now desires to amend the City's Parking Schedules as follows: Chapter 75 Parking: Schedule I (Prohibited Parking)

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

Section 1. The Board hereby amends Chapter 75 (Parking), Schedule I (Prohibited Parking) by **adding** certain streets as further defined in Exhibit A, which is attached hereto and incorporated herein.

Section 2. All other provisions of Fishers' Traffic Code not in conflict with or specifically changed by this amendment shall remain in full force and effect.

Section 3. This amendment shall become effective upon its adoption and publication in accordance with law.

SO RESOLOVED by this City of Fishers Board of Public Works & Safety this 14th day of March 2023.

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

AYE

NAY

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

ATTEST: _____ DATE: _____
 , Board Clerk

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

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



Board Action Form

MEETING DATE	March 14, 2023			
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 #: R031423H	
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 public-private agreement with BW Construction, LLC substantially similar to the subject Public-Private Agreement for construction consulting services.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$500,000.00	
	Expenditure \$:	\$500,000.00	
	Source of Funds:	Economic Development Fund	
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include Deny Approval Option)	1.	Approve the Agreement	
	2.	Reject the Agreement	
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the agreement.		
SUPPLEMENTAL INFORMATION (List all attached documents)			

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2023 (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 event center to be constructed on property generally known as 0 USA Parkway, Fishers, Indiana 46037 and identified by parcel identification no. 15-15-06-00-00-014.001 (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) May 5, 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 an amount not to exceed \$500,000.00 (the “Maximum Amount”), which Maximum Amount shall be paid in twenty-seven (27), equal monthly installments of Eighteen Thousand, Five Hundred Eighteen and no/100 Dollars (\$18,518.00) beginning on or before March 31, 2023 and continuing on or before the 5th day of each consecutive month of the Term thereafter. The City shall not be obligated to pay Consultant in excess of the Maximum Amount.
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
[included on following pages]

EXHIBIT A: SCOPE OF WORK

BW Construction shall perform the following services as the City of Fishers' construction consultant on the Event Center construction project ("Event Center"):

General Services:

1. Working closely with City officials, City representatives, including, without limitation, ASM Global Arena Management, LLC and other representatives designated by the City (the "Project Team Members"), BW Construction shall have advisory responsibility to the City for the Event Center.
2. Attend, facilitate, and assist City at all Event Center meetings either virtually or in person.
3. Maintain the overall project budget for the Event Center on behalf of the City, with input from all Project Team Members.
4. Maintain an overall project milestone schedule with input from all Project Team Members.
5. Conduct visits to the site as required (minimum bi-weekly).
6. If needed, assist in the process of identifying, soliciting proposals and/or bids from, selecting, and negotiating contracts with the construction partner or other partners for the completion of the Event Center.

Construction Phase Services:

1. Monitor the Event Center schedule with input from all Project Team Members.
2. Monitor overall phasing plans for the Event Center 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 related to the Event Center on behalf of the City.
5. Manage overall Event Center contingency and allowance logs and advise City of potential change orders.
6. Monitor status of inspections, change orders, construction changes, shop drawings and submittals.
7. Assist in monitoring independent testing procedures with Architect/Engineer and Contractors.
8. Monitor all punch list inspections.
9. Review all necessary operation and maintenance training and manuals for turnover of the Event Center to the City.

10. Facilitate and monitor Event Center 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 _____, 2023 (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: _____

RESOLUTION NO. R031423H

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

WHEREAS, on or about October 19, 2022, the City of Fishers, Hamilton County, Indiana (“City”) issued its Request For Proposals And Qualifications To Develop And Construct The Fishers Event Center And Master Improvements Through A Public-Private Partnership;

WHEREAS, pursuant to the BOT process, the City retained Hunt Construction Group, Inc. to construct the Event Center, and the City is breaking ground on the Event Center in March, 2023;

WHEREAS, from time to time, the City retains consultants to provide assistance with the City’s construction projects;

WHEREAS, the City now desires to enter into a public-private agreement with BW Construction, LLC substantially similar to the Public-Private Agreement attached hereto as **Exhibit A** for consulting services related to construction of the Event 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 14th day of March, 2023.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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



Board Action Form

MEETING DATE	March 14, 2023			
TITLE	Resolution Approving Professional Services Agreement By And Between The City Of Fishers, Hamilton County, Indiana And Vision Event Management, LLC Regarding Fishers Adventure Race			
SUBMITTED BY	Name & Title: Molly Connolly, Director of Employee and Customer Success 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 #: R031423I	
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: Jennifer C. Messer</i>		
BACKGROUND (Includes description, background, and justification)	Vision Event Management, LLC ("Consultant") has years of experience organizing and assisting with road races in Indiana and other mid-western states, including, previously assisting the City with its events. This year, the City is hosting the Fishers Adventure Race (the "Event") and desires to retain Consultant to help plan, oversee and manage the Event all pursuant to an agreement substantially similar to the Professional Services Agreement By And Between The City Of Fishers, Hamilton County, Indiana And Vision Event Management, LLC Regarding Fishers Adventure Race that is the subject of this resolution.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		\$4,449.00
	Expenditure \$:		\$4,449.00 plus related incidental expenses.
	Source of Funds:		Communications Budget
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Agreement	
	2.	Reject the Agreement	
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the agreement.		
SUPPLEMENTAL INFORMATION (List all attached documents)			

**PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA AND
VISION EVENT MANAGEMENT, LLC REGARDING FISHERS ADVENTURE RACE**

This Professional Services Agreement ("Agreement"), entered into by and between the **City of Fishers, Hamilton County, Indiana** ("City") and **Vision Event Management, LLC** ("Consultant"), is executed this ____ day of March, 2023, 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 the earlier of (a) completion of all work described in Attachment A; or (b) May 13, 2023, 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 Consultant shall complete the work as defined in Attachment A, and the City shall (a) complete the services set forth in Attachment B, and (c) compensate the Consultant in the amount of Four Thousand, Four Hundred Forty-Nine and no/100 Dollars (\$4,449.00) on or before May 15, 2023. Additionally, City shall reimburse VEM's reasonable and necessary expenses (including, printing, shipping, permits, truck rental and other miscellaneous. expenses) associated with the services.. All such expenses shall be pre-approved in writing by City.

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. 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 at its offices at all 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 Termination for Cause or Convenience.

5.04.1 Material Default. In the event of material default, the non-defaulting Party may terminate this Agreement upon ten (10) days' written notice which right shall not be subject to the right to cure.

5.04.2 Convenience. 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 sixty (60) 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 shall be compensated for all work completed prior to the date of termination.

5.04.3. Immediate Termination. The City may immediately terminate this agreement upon written notice if (a) Consultant (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Consultant's contractual relationship with the City); or (ii) it becomes generally known that Consultant is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise; or (b) the Consultant breaches a fiduciary duty owed to City as a result of performance or non-performance of the work.

5.05 Insurance. Each of Consultant and City 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 Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The parties acknowledge and agree that (a) additional insurance may be acquired upon mutual agreement of the parties, and if such additional insurance is acquired, the City shall pay for or reimburse Consultant for such insurance; and (b) the City shall not be required to obtain a policy of insurance specific to the Adventure Race in excess of that recommended by its insurer for such event.

5.06 [Intentionally Omitted].

5.07 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:

VEM
c/o Jeff Graves, President

To City:

City of Fishers
c/o Ashley Elrod & Molly Connolly

Tiller Court, Suite A
Westfield, IN 46074

8701 E. 116th Street, Suite 270
Fishers, IN 46038

With a copy to:

Jennifer Messer (via email, only)

jennifermesserlaw@gmail.com

5.08 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.

5.09 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.

5.10 Conflict of Interest.

5.10.1 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.

5.10.2 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.

5.11 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.

5.12 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.

5.13 Applicable Laws; Forum.

5.13.1 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.

5.13.2 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.

5.14 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.

5.15 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.

5.16 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.

5.17 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.

5.18 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.

5.19 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.

5.19.1 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 5.19, 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.

5.19.2 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.

5.19.3 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 5.19, Consultant may terminate its contract with the subcontractor for such violation.

5.19.4 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 Consultant's 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.

5.20 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, and make its own new Agreement with any other party for completion of the work herein described; provided, however, that City shall compensate Consultant for all work completed prior to the date of termination.

[signature page to follow]

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

Vision Event Management, LLC ("Consultant")

By: _____

Printed: _____

Its: _____

CITY OF FISHERS ("City")

By: _____

Printed: Scott Fadness, Mayor

ATTACHMENT A:

[SCOPE OF SERVICES]

Consultant shall provide the following services:

Event Management/Production

- Manage Start/Finish logistics 1:30 p.m. – 7:30 p.m. ~~6:30am-12:30pm~~
- Question/Answer; FAQ support; general customer support

VEM Race Equipment:

- Start line inflatable
- Finish line Clock and Stand
- And any other VEM owned equipment

Vendors: help negotiation of contracts with the vendors as needed:

- Ordering Race T-shirts
- Ordering Race Medals

Registration/Package pick-up:

- Build race registration page
- Manage race registration
- plan and execute day of packet pick-up
- handle wristband order (artwork provide by City)

Attachment 2

City shall provide the following services:

- Review and in its commercially reasonable discretion, approve the budget
- All sponsorship sales
- Secure venue and permits
- Volunteer recruitment and communication of all volunteers
- Cover ALL the event costs and pay bills including Timing, MC, T-shirts, police, bibs, Sound Systems, milage reimbursement and any other costs.
- Reimbursements VEM for any expenses with prior approval by City. Note all reimburse will be made with-in 4 weeks of the being submitted to the City
- The City will put VEM's Logo on City website and the ~~direct mail registration form, t-shirt and email footer.~~
- Provide VEM 2 race entries
- Provide VEM 1-booth at event
- Specific race challenges and activities
- Sound System/MC

-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) _____

Residing in _____ County, State of _____

RESOLUTION NO. R031423I

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT
(FISHERS ADVENTURE RACE)**

WHEREAS, this year, the City of Fishers, Hamilton County, Indiana (the “City”) is hosting the Fishers Adventure Race (the “Event”);

WHEREAS, the City desires to contract with Vision Event Management, LLC (“Consultant”) to assist the City with planning, overseeing and managing the Event;

WHEREAS, Consultant has years of experience hosting events like the Event, including, without limitation previous work with the City;

WHEREAS, the Consultant and the City now desire to enter into an agreement substantially similar to the Professional Services Agreement By And Between The City Of Fishers, Hamilton County, Indiana And Vision Event Management, LLC Regarding Fishers Adventure Race attached hereto and incorporated herein as **Exhibit A** (the “Agreement”); and

WHEREAS, capitalized terms used but not defined herein are used with the meaning ascribed to such terms in the Agreement.

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

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

Section 2. 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 14th day of March, 2023.

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

YAY

NAY

ABSTAIN

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

ATTEST:  DATE: 3/14/23
Kari Adriano, Board Clerk

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

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



Board Action Form

MEETING DATE	March 14, 2023			
TITLE	Resolution Approving Professional Services Agreement By And Between The City Of Fishers, Hamilton County, Indiana And Vision Event Management, LLC Regarding Geist Half Marathon			
SUBMITTED BY	Name & Title: Jacob Reardon-McSoley, Director of Recreation and Wellness Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☐ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: R031423J	
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: Jennifer C. Messer</i>		
BACKGROUND (Includes description, background, and justification)	Vision Event Management, LLC ("Consultant") has years of experience organizing and assisting with road races in Indiana and other mid-western states, including, previously assisting the City with its events. This year, the City is hosting the Geist Half Marathon (the "Event") and desires to retain Consultant to help plan, oversee and manage the Event all pursuant to an agreement substantially similar to the Professional Services Agreement By And Between The City Of Fishers, Hamilton County, Indiana And Vision Event Management, LLC Regarding Geist Half Marathon that is the subject of this resolution.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		\$49,400.00
	Expenditure \$:		\$49,400.00 plus related incidental expenses.
	Source of Funds:		Parks Budget
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Agreement	
	2.	Reject the Agreement	
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the agreement.		
SUPPLEMENTAL INFORMATION (List all attached documents)			

**PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA AND
VISION EVENT MANAGEMENT, LLC REGARDING GEIST HALF MARATHON**

This Professional Services Agreement ("Agreement"), entered into by and between the **City of Fishers, Hamilton County, Indiana** ("City") and **Vision Event Management, LLC** ("Consultant"), is executed this ____ day of March, 2023, 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 the earlier of (a) completion of all work described in Attachment A; or (b) November 16, 2023, 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 Consultant shall complete the work as defined in Attachment A at the rates set forth in Attachment B, attached hereto and incorporated herein. **Notwithstanding the foregoing, compensation under this Agreement shall not exceed Forty-Nine Thousand Four Hundred and no/100 Dollars (\$49,400.00).**

4.02 Consultant shall submit invoices for services performed under this Agreement in accordance with Attachment B, 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. 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 at its offices at all 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 Termination for Cause or Convenience.

5.04.1 Material Default. In the event of material default, the non-defaulting Party may terminate this Agreement upon ten (10) days' written notice which right shall not be subject to the right to cure.

5.04.2 Convenience. 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 sixty (60) 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 shall be compensated for all work completed prior to the date of termination.

5.04.3. Immediate Termination. The City may immediately terminate this agreement upon written notice if (a) Consultant (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Consultant's contractual relationship with the City); or (ii) it becomes generally known that Consultant is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise; or (b) the Consultant breaches a fiduciary duty owed to City as a result of performance or non-performance of the work.

5.05 Insurance. Each of Consultant and City 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 Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The parties acknowledge and agree that (a) additional insurance may be acquired upon mutual agreement of the parties, and if such additional insurance is acquired, the City shall pay for or reimburse Consultant for such insurance; and (b) the City shall not be required to obtain a policy of insurance specific to the Geist Half Marathon in excess of that recommended by its insurer for such event.

5.06 [Intentionally Omitted].

5.07 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:
VEM

To City:
City of Fishers

c/o Jeff Graves, President
Tiller Court, Suite A
Westfield, IN 46074

c/o Jake Reardon-McSoley 17401
8701 E. 116th Street, Suite 270
Fishers, IN 46038
reardonmcsoleyj@fishers.in.us

With a copy to:

Jennifer Messer (via email, only)
jennifercmesserlaw@gmail.com

- 5.08 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.
- 5.09 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.
- 5.10 Conflict of Interest.
- 5.10.1 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.
- 5.10.2 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.
- 5.11 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.

5.12 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.

5.13 Applicable Laws; Forum.

5.13.1 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.

5.13.2 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.

5.14 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.

5.15 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.

5.16 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.

5.17 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.

5.18 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.

5.19 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.

5.19.1 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 5.19, 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.

5.19.2 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.

5.19.3 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 5.19, Consultant may terminate its contract with the subcontractor for such violation.

5.19.4 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 Consultant's 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.

5.20 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, and make its own new Agreement with any other party for completion of the work herein described; provided, however, that City shall compensate Consultant for all work completed prior to the date of termination.

[signature page to follow]

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

Vision Event Management, LLC ("Consultant")

By: _____

Printed: _____

Its: _____

CITY OF FISHERS ("City")

By: _____

Printed: Scott Fadness, Mayor

ATTACHMENT A:

[SCOPE OF SERVICES]

Consultant shall provide the following services:

I. Event Management

a. Event Management/Production

1. Manage race logistics
2. Review design the courses
3. Review plan for all course support such as course marshals, police, course markings, and communications
4. Attend Committee Meetings or calls
5. Determine numbers volunteers need and train. (Geist Half Marathon in charge of recruitment of all volunteers)
6. Work on Pricing structure and schedule

b. Police and Medical:

1. Coordinate with police on event logistics
2. Plan for various weather situations
3. Manage and implement flag warning system for participants
4. Coordinate with EMS

c. USATF:

1. National sanctioning of race with USATF
2. Local sanctioning of race with INUSATF
3. Course measurement if needed
4. Course certifications if needed

d. Race Logistics:

1. Manage race site set-up/tear down
2. Manage Start line
3. Manage Course
4. Manage Finish line

e. VEM Race Equipment: -included in management fee

1. 800 Cones & Verticade to cover the full course
2. Industry Leading Mile Markers
3. Digital LED Timing Clocks
4. Misting Stations
5. Tent Markers

6. Aid Station equipment (Gatorade Coolers, rakes, shovels, pitchers, signage, etc.)
7. A Frame Style Results Boards

8. Generators
9. Medical Cots
10. Telescoping flagpoles and feather banners (various colors)
11. Flag poles
12. American Flags (over 20)
13. Safety vests
14. Along with many other smaller, but key elements

f. Vendors: help negotiation of contracts with the vendors as needed:

1. Timing
2. T-shirt
3. 3. Bibs
4. Medals
5. Rental Box Trucks
6. Tent, Table and Chairs
7. Portolets
8. dumpster
9. Sunbelt rentals
10. Sound
11. radios
12. MC

g. Registration/Package pick-up:

1. Build race registration and manage
2. Manage race info line
3. plan and execute packet pick-up

h. Signage

1. Help determine needs
2. Layout
3. Placement

i. Rest and Recovery/Post Race Party:

1. Determine layout
2. Help Manage logistical plan

II. **Marketing and Promotion**

- a. VEM will work with Geist Half Marathon & 5K on recommendations for marketing the event, using best practices for marketing a 5K event.

- b. VEM will be able to use our social media outlets, emails lists and other avenues to promote the event.
- c. VEM will work with Geist Half Marathon & 5K to develop a pricing structure and pricing deadlines which meet industry standards.
- d. VEM will work with Geist Half Marathon & 5K to develop a email & social media posting schedule to optimize reach.
- e. Grassroots efforts would include emailing to running clubs and running stores.
- f. On-line marketing efforts would include e-newsletters to the current database, VEM's database (nearly 30,000 in metropolitan Indianapolis).

III. **Responsibility of City**

- a. Agree to overall budget
- b. The City is responsible for all items in above contract as listed
- c. All sponsorship sales
- d. Secure venue and permits
- e. All Volunteer recruitment and communication of all volunteers
- f. The City will cover all the event costs and pay bills including all marketing costs, Timing/scoring, MC, T-shirts, police, medals, Sound Systems, truck rentals, fuel, signage, tent rental, food/water, cups, Sunbelt, portolets, dumpster and any other costs.
- g. Reimbursements VEM for any expenses with prior approval by City. Note all reimburse will be made with-in 4 weeks of the being submitted to the City
- h. The City will put VEM's Logo on City website and the direct mail registration form, t-shirt and email footer.
- i. Provide VEM 2 race entries
- j. Provide VEM 1-booth at event Pack Pick-up and race-day

Attachment B

[Compensation]

In accordance with the Agreement, City shall pay Consultant the sum of Forty-Nine Thousand Four Hundred Dollars (\$49,400.00) per year (“Compensation”) for the services to be provided by Consultant as follows:

- a. \$9,880.00 on Jan 15, 2023
- b. \$9,880.00 on March 15, 2023
- c. \$9,880.00 on May 15, 2023
- d. \$9,880.00 on July 15, 2023
- e. \$9,880.00 on Sept 15, 2023

In addition to the Compensation, City shall pay all of Consultant’s reasonable and necessary expenses (including, printing, shipping, permits, truck rental and other misc. expenses) associated with the services provided in Attachment A. All such expenses will be pre-approved by City.

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) _____

Residing in _____ County, State of _____

RESOLUTION NO. R031423J

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT
(GEIST HALF MARATHON - VEM)**

WHEREAS, this year, the City of Fishers, Hamilton County, Indiana (the “City”) is hosting the Geist Half Marathon (the “Event”);

WHEREAS, the City desires to contract with Vision Event Management, LLC (“Consultant”) to assist the City with planning, overseeing and managing the Event;

WHEREAS, Consultant has years of experience hosting events like the Event, including, without limitation, previous work with the City;

WHEREAS, the Consultant and the City now desire to enter into an agreement substantially similar to the Professional Services Agreement By And Between The City Of Fishers, Hamilton County, Indiana And Vision Event Management, LLC Regarding Geist Half Marathon attached hereto and incorporated herein as **Exhibit A** (the “Agreement”); and

WHEREAS, capitalized terms used but not defined herein are used with the meaning ascribed to such terms in the Agreement.

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

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

Section 2. 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.

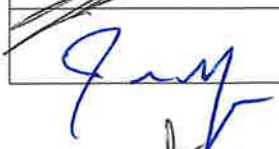
ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 14th day of March 2023.

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

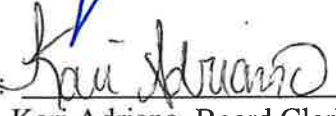
YAY

NAY

ABSTAIN

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

ATTEST:

 DATE: 3/14/23
Kari Adriano, Board Clerk

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

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

**PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA AND
VISION EVENT MANAGEMENT, LLC REGARDING GEIST HALF MARATHON**

This Professional Services Agreement ("Agreement"), entered into by and between the **City of Fishers, Hamilton County, Indiana** ("City") and **Vision Event Management, LLC** ("Consultant"), is executed this ____ day of March, 2023, 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 the earlier of (a) completion of all work described in Attachment A; or (b) November 16, 2023, 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 Consultant shall complete the work as defined in Attachment A at the rates set forth in Attachment B, attached hereto and incorporated herein. **Notwithstanding the foregoing, compensation under this Agreement shall not exceed Forty-Nine Thousand Four Hundred and no/100 Dollars (\$49,400.00).**

4.02 Consultant shall submit invoices for services performed under this Agreement in accordance with Attachment B, 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.

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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. 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 at its offices at all 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 Termination for Cause or Convenience.

5.04.1 Material Default. In the event of material default, the non-defaulting Party may terminate this Agreement upon ten (10) days' written notice which right shall not be subject to the right to cure.

5.04.2 Convenience. 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 sixty (60) 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 shall be compensated for all work completed prior to the date of termination.

5.04.3. Immediate Termination. The City may immediately terminate this agreement upon written notice if (a) Consultant (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Consultant's contractual relationship with the City); or (ii) it becomes generally known that Consultant is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise; or (b) the Consultant breaches a fiduciary duty owed to City as a result of performance or non-performance of the work.

5.05 Insurance. Each of Consultant and City 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 Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The parties acknowledge and agree that (a) additional insurance may be acquired upon mutual agreement of the parties, and if such additional insurance is acquired, the City shall pay for or reimburse Consultant for such insurance; and (b) the City shall not be required to obtain a policy of insurance specific to the Geist Half Marathon in excess of that recommended by its insurer for such event.

5.06 [Intentionally Omitted].

5.07 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:
VEM

To City:
City of Fishers

c/o Jeff Graves, President
Tiller Court, Suite A
Westfield, IN 46074

c/o Jake Reardon-McSoley 17401
8701 E. 116th Street, Suite 270
Fishers, IN 46038
reardonmcsoleyj@fishers.in.us

With a copy to:

Jennifer Messer (via email, only)
jennifercmesserlaw@gmail.com

- 5.08 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.
- 5.09 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.
- 5.10 Conflict of Interest.
- 5.10.1 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.
- 5.10.2 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.
- 5.11 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.

5.12 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.

5.13 Applicable Laws; Forum.

5.13.1 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.

5.13.2 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.

5.14 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.

5.15 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.

5.16 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.

5.17 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.

5.18 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.

5.19 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.

5.19.1 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 5.19, 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.

5.19.2 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.

5.19.3 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 5.19, Consultant may terminate its contract with the subcontractor for such violation.

5.19.4 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 Consultant's 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.

5.20 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, and make its own new Agreement with any other party for completion of the work herein described; provided, however, that City shall compensate Consultant for all work completed prior to the date of termination.

[signature page to follow]

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

Vision Event Management, LLC ("Consultant")

By: _____

Printed: _____

Its: _____

CITY OF FISHERS ("City")

By: _____

Printed: Scott Fadness, Mayor

ATTACHMENT A:

[SCOPE OF SERVICES]

Consultant shall provide the following services:

I. Event Management

a. Event Management/Production

1. Manage race logistics
2. Review design the courses
3. Review plan for all course support such as course marshals, police, course markings, and communications
4. Attend Committee Meetings or calls
5. Determine numbers volunteers need and train. (Geist Half Marathon in charge of recruitment of all volunteers)
6. Work on Pricing structure and schedule

b. Police and Medical:

1. Coordinate with police on event logistics
2. Plan for various weather situations
3. Manage and implement flag warning system for participants
4. Coordinate with EMS

c. USATF:

1. National sanctioning of race with USATF
2. Local sanctioning of race with INUSATF
3. Course measurement if needed
4. Course certifications if needed

d. Race Logistics:

1. Manage race site set-up/tear down
2. Manage Start line
3. Manage Course
4. Manage Finish line

e. VEM Race Equipment: -included in management fee

1. 800 Cones & Verticade to cover the full course
2. Industry Leading Mile Markers
3. Digital LED Timing Clocks
4. Misting Stations
5. Tent Markers

6. Aid Station equipment (Gatorade Coolers, rakes, shovels, pitchers, signage, etc.)
7. A Frame Style Results Boards

8. Generators
9. Medical Cots
10. Telescoping flagpoles and feather banners (various colors)
11. Flag poles
12. American Flags (over 20)
13. Safety vests
14. Along with many other smaller, but key elements

f. Vendors: help negotiation of contracts with the vendors as needed:

1. Timing
2. T-shirt
3. 3. Bibs
4. Medals
5. Rental Box Trucks
6. Tent, Table and Chairs
7. Portolets
8. dumpster
9. Sunbelt rentals
10. Sound
11. radios
12. MC

g. Registration/Packet pick-up:

1. Build race registration and manage
2. Manage race info line
3. plan and execute packet pick-up

h. Signage

1. Help determine needs
2. Layout
3. Placement

i. Rest and Recovery/Post Race Party:

1. Determine layout
2. Help Manage logistical plan

II. **Marketing and Promotion**

- a. VEM will work with Geist Half Marathon & 5K on recommendations for marketing the event, using best practices for marketing a 5K event.

- b. VEM will be able to use our social media outlets, emails lists and other avenues to promote the event.
- c. VEM will work with Geist Half Marathon & 5K to develop a pricing structure and pricing deadlines which meet industry standards.
- d. VEM will work with Geist Half Marathon & 5K to develop a email & social media posting schedule to optimize reach.
- e. Grassroots efforts would include emailing to running clubs and running stores.
- f. On-line marketing efforts would include e-newsletters to the current database, VEM's database (nearly 30,000 in metropolitan Indianapolis).

III. **Responsibility of City**

- a. Agree to overall budget
- b. The City is responsible for all items in above contract as listed
- c. All sponsorship sales
- d. Secure venue and permits
- e. All Volunteer recruitment and communication of all volunteers
- f. The City will cover all the event costs and pay bills including all marketing costs, Timing/scoring, MC, T-shirts, police, medals, Sound Systems, truck rentals, fuel, signage, tent rental, food/water, cups, Sunbelt, portolets, dumpster and any other costs.
- g. Reimbursements VEM for any expenses with prior approval by City. Note all reimburse will be made with-in 4 weeks of the being submitted to the City
- h. The City will put VEM's Logo on City website and the direct mail registration form, t-shirt and email footer.
- i. Provide VEM 2 race entries
- j. Provide VEM 1-booth at event Pack Pick-up and race-day

Attachment B

[Compensation]

In accordance with the Agreement, City shall pay Consultant the sum of Forty-Nine Thousand Four Hundred Dollars (\$49,400.00) per year (“Compensation”) for the services to be provided by Consultant as follows:

- a. \$9,880.00 on Jan 15, 2023
- b. \$9,880.00 on March 15, 2023
- c. \$9,880.00 on May 15, 2023
- d. \$9,880.00 on July 15, 2023
- e. \$9,880.00 on Sept 15, 2023

In addition to the Compensation, City shall pay all of Consultant’s reasonable and necessary expenses (including, printing, shipping, permits, truck rental and other misc. expenses) associated with the services provided in Attachment A. All such expenses will be pre-approved by City.

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) _____

Residing in _____ County, State of _____

RESOLUTION NO. R031423K

RESOLUTION APPROVING BIDS FOR THE CITY OF FISHERS EVENT CENTER

WHEREAS, on or about October 19, 2022, the City of Fishers, Hamilton County, Indiana (“City”) issued its Request For Proposals And Qualifications To Develop And Construct The Fishers Event Center And Master Improvements Through A Public-Private Partnership (the “RFPQ”);

WHEREAS, on December 13, 2022, at a duly noticed, public meeting, the City’s Board of Public Works & Safety (the “Board”) held a public hearing on the matter;

WHEREAS, thereafter, the City and Hunt Construction Group, Inc. (“Hunt”) entered into that certain Public-Private Agreement For The Development And Construction Of The Fishers Event Center And Related Master Improvements (the “Agreement”);

WHEREAS, the Agreement provides that Hunt will seek bids for the Event Center project and the City will review and approve such bids;

WHEREAS, the City has reviewed the first set of bids submitted by Hunt for earthwork, site utilities, asphalt paving and curbs, concrete structures, precast concrete, structural steel and ice rink systems (collectively, the “Bid Packages”), which work, in the aggregate, costs approximately \$73,764, 415.00;

WHEREAS, the Board desires to approve the Bid Packages and the maximum aggregate expenditure of \$76,000,000.00 to complete the work encompassed in the Bid Packages; and

WHEREAS, the Board further desires to delegate review and approval of future bid packages and costs thereof to City staff and City construction consultants who are involved in the day-to-day design and construction of the Event Center.

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 Bid Packages are hereby approved.
- Section 2.** The maximum aggregate expenditure of \$76,000,000.00 is approved to complete the work encompassed in the Bid Packages.
- Section 3.** The Board hereby delegate review and approval of future bid packages and the costs thereof to City staff and City construction consultants.
- Section 4.** This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety
this 14th day of March 2023.

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

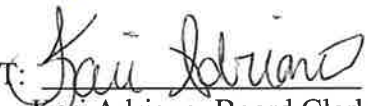
YAY

NAY

ABSTAIN

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

ATTEST:

 DATE: 3/14/23

Kari Adriano, Board Clerk

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

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

March 8, 2023

Mr. Elliot Hultgren
City of Fishers
8701 East 116th Street
Fishers, IN 46038

RE: Hunt Job #00125500
Fishers Event Center
Interim Guaranteed Maximum Price (IGMP)
BP #1 and BP #2 - Sitework, Structure & Ice Floor

Elliott,

Attached is the Interim Guaranteed Maximum Price (IGMP) for Bid Packages #1 and #2.

Attached you will find the following documents that consist of all parts of this IGMP.

- SECTION 01 IGMP PRICE SUMMARY
- SECTION 02 IGMP PRICE DETAIL
- SECTION 03 DOCUMENT LIST
- SECTION 04 ASSUMPTIONS & CLARIFICATIONS
- SECTION 05 SITE LOGISTICS PLAN
- SECTION 06 FF&E RESPONSIBILITY MATRIX
- SECTION 07 CONSTRUCTION SCHEDULE
- SECTION 08 BUYOUT MATRIX
- SECTION 09 BUYOUT STATUS LOG
- SECTION 10 VALUE ANALYSIS LOG
- SECTION 11 RFI LOG

The work of this IGMP is based upon Bid Package #1 drawings provided by Kimley Horn and Bid Package #2 drawings provided by SCI Architects.

This portion of the work consists of Earthwork/Site Utilities, Asphalt Paving & Curbs, Aggregate Piers, Concrete Structure, Precast Concrete, Structural Steel and Ice Rink Systems in accordance with the attached documents.
Total cost of this IGMP is \$73,764,415.

Please provide your approval of this IGMP by signing below by no later than Monday, 3/13/23.

Sincerely,

HUNT CONSTRUCTION GROUP, INC.

PAUL WOJCIECHOWSKI
Vice President

**IGMP APPROVAL AND DIRECTION TO
PROCEED**

City of Fishers

Signature

Scott Fadness

Printed Name

3-14-2023

Date

March 8, 2023

Mr. Elliot Hultgren
City of Fishers
8701 East 116th Street
Fishers, IN 46038

RE: Hunt Job #00125500
Fishers Event Center
Interim Guaranteed Maximum Price (IGMP)
BP #1 and BP #2 - Sitework, Structure & Ice Floor

Elliott,

Attached is the Interim Guaranteed Maximum Price (IGMP) for Bid Packages #1 and #2.

Attached you will find the following documents that consist of all parts of this IGMP.

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This portion of the work consists of Earthwork/Site Utilities, Asphalt Paving & Curbs, Aggregate Piers, Concrete Structure, Precast Concrete, Structural Steel and Ice Rink Systems in accordance with the attached documents.
Total cost of this IGMP is \$73,764,415.

Please provide your approval of this IGMP by signing below by no later than Monday, 3/13/23.

Sincerely,

HUNT CONSTRUCTION GROUP, INC.



PAUL WOJCIECHOWSKI
Vice President

**IGMP APPROVAL AND DIRECTION TO
PROCEED**
City of Fishers

Signature

Printed Name

Date



Board Action Form

MEETING DATE	March 14, 2023			
TITLE	Resolution Approving Bid Packages (Event Center Bond)			
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 #: R031423M	
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)	On or about October 19, 2022, the City of Fishers, Hamilton County, Indiana ("City") issued its Request For Proposals And Qualifications To Develop And Construct The Fishers Event Center And Master Improvements Through A Public-Private Partnership. On December 13, 2022, at a duly noticed, public meeting, the City's Board of Public Works & Safety (the "Board") held a public hearing on the matter. Thereafter, the City and Hunt Construction Group, Inc. ("Hunt") entered into that certain Public-Private Agreement For The Development And Construction Of The Fishers Event Center And Related Master Improvements (the "Agreement"). The Agreement provides that Hunt will seek bids for the Event Center project and the City will review and approve such bids. The City has reviewed the first set of bids submitted by Hunt for earthwork, site utilities, asphalt paving and curbs, concrete structures, precast concrete, structural steel and ice rink systems (collectively, the "Bid Packages"), which work, in the aggregate, costs approximately \$73,764, 415.00; The subject resolutions concern's the Board's (a) approval of the Bid Packages; (b) the maximum aggregate expenditure of \$76,000,000.00 to complete the work encompassed in the Bid Packages; and (c) delegation of review and approval of future bid packages to City staff.		
	BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$76,000,000.00
		Expenditure \$:	\$76,000,000.00; BAN/bond proceeds
		Source of Funds:	Event Center Bond
		Additional Appropriation #:	
Narrative:			
OPTIONS (Include Deny Approval Option)	1.	Approve the Resolution	
	2.	Reject the Resolution	
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the agreement.		
SUPPLEMENTAL INFORMATION (List all attached documents)			

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Board Action Form

MEETING DATE	March 14 th , 2023			
TITLE	Request to approve the purchase of a police vehicle.			
SUBMITTED BY	Name & Title: Tabatha Miller Director Department: Fleet Management			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R031423N	
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)	Requesting boards approve to purchase a new Tahoe for the Police Department, with a do not exceed limit of \$65,000.00. Due to the current automotive supply chain issues, purchases need to be made quickly to not lose the opportunity. The budget for this vehicle was approved by City Council in the annual Fleet Loan.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$65,000.00
	Expenditure \$:	\$65,000.00
	Source of Funds:	Fleet Loan
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve purchase
	2.	Deny purchase
	3.	
	4.	
PROJECT TIMELINE	Within 90 days of approval	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	The Department of Fleet Management recommends the approval of request.	
SUPPLEMENTAL INFORMATION (List all attached documents)	Resolution R301423L	

RESOLUTION NO. R031423N

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY AUTHORIZING THE PURCHASE OF CERTAIN VEHICLES

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”), by and through its Fleet Department, seeks to purchase one (1) new Chevrolet Tahoe (“Vehicle”) and obtain pricing on certain trade-ins (“Quote”);

WHEREAS, in accordance with Ind. Code § 5-22-8-3, Fishers intends to provide notice of request quotes to multiple vendors;

WHEREAS, due to the rapid pace of current car sales and supply chain issues, Fishers would be unable to send out a request for quote and award the quote in a timely manner; and

WHEREAS, the Fleet Department now desires to seek authority from the City of Fishers Board of Public Works & Safety (“Board”) to issue a request for quote for the Vehicle and award the Quote to the lowest responsible and responsive quoter in an amount not to exceed Sixty Five Thousand and no/100 Dollars (\$65,000).

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 authorizes the Director of Fleet Management to award the Quote to the lowest responsible and responsive bidder in an amount not to exceed \$65,000. The Director of Fleet Management shall provide the Board with documentation of the winning Quote at its next regularly scheduled meeting.
- Section 2.** The Board hereby designates the Fleet Director to execute the Quote 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.

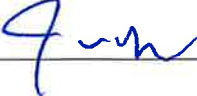
SO RESOLVED by the City of Fishers Board of Public Works & Safety this 14th Day of March, 2023.

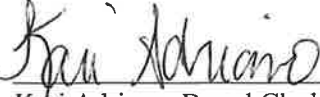
**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

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

ATTEST: 
Kari Adriano, Board Clerk

DATE: 3/14/23

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

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