CITY OF FISHERS AGENDA

The public may stream the meeting online.

Members of the public may submit comments online before 12pm on Monday, January 1, 0001.

BOARD/COMMISSION: Board of Public Works and Safety Meeting
DATE: 4/9/2024, at 9:00 AM
DIRECTIONS: Fishers City Services Building

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

1. **Meeting Called to Order**
2. **Announcements**
3. **Presentations**
4. **Consent Agenda**
   a. Request to review the previous meeting memoranda: Meeting Minutes 3-26-24
   b. Request to approve the account payable register: Accounts Payable 4-09-24.
5. **Resolution**
   a. **R040924** – Resolution to approve a Professional Services Agreement with Telamon Energy, LLC. Board Action Form | Resolution | Exhibit A | Study
   b. **R040924A** – Request to approve Reimbursement Agreement with Citizens Energy Group. Board Action Form | Resolution | Exhibit A

c. **R040924B** – Participating Provider Agreement with Coordinated Care Corporation. Board Action Form | Resolution | Exhibit A

d. **R040924D** – Request to Approve Amended Parking Fees at Geist Waterfront Park. Board Action Form | Resolution

e. **R040924E** – Request to Approve a 96th Street Curb Cut for Andretti. Board Action Form | Resolution | Exhibit A

f. **R040924F** – Request to approve the 2024 Neighborhood Vibrancy Grant Committee Quarter 1 funding recommendation. Board Action Form | Resolution | Exhibit A

g. **R040924G** – Request to Approve Special Purchase and Agreement with Amilia Technologies Inc. Board Action Form | Resolution | Exhibit A

h. **R040924H** – Request to approve Residential Solid Waste, Yard Waste, Recycling Collection & Disposal Final RFP. Board Action Form | Resolution | Exhibit A

6. Unfinished/New Business

7. Meeting Adjournment

FISHERS
EST. 1872

CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety
DATE: 03/26/2024
DIRECTIONS: Fishers City Services Building

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

1. **Meeting Called to Order:**
   - The meeting was called to order at 9:00 a.m. by Scott Fadness. Board members Jason Meyer, Jeff Lantz and Scott Fadness were present.
   - Staff present/Legal: Hatem Mekky, Marissa Deckert, Joe Harding, Tracy Gaynor, Lindsey Bennett, Lisa Bradford, Nick Snyder, Mitch List, and Kari Adriano.
   - Public Present: Larry Lannan
   - Members of the public were able to submit comments to the Board via form submission. No public comments were submitted.

2. **Announcements:**
3. **Presentations:**

CONSENT AGENDA

4a. Request to review the previous meeting memoranda: Meeting Minutes 3-12-24.

4b. Request to approve the account payable register: Accounts Payable 3-26-24.

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

RESOLUTION

2. **R032624A** – Request to approve EMS Equipment Maintenance Contracts.
   Board Action Form | Resolution | Exhibit A
   - Joe Harding, EMS Division Chief, presented **R032624A** to the board.
   - Jeff Lantz made a motion to approve **R032624A**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

6. **R032624B** – Request to sign annual agreement for wireless service (Verizon).
   Board Action Form | Resolution | Exhibit A
   - Tracy Gaynor, IT Director, presented **R032624B** to the board.
   - Jason Meyer made a motion to approve **R032624B**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

7. **R032624C** – Request to approve 2024 Workers Compensation Insurance.
   Board Action Form | Resolution | Exhibit A
   - Lisa Bradford, City Controller, presented **R032624C** to the board.
   - Jeff Lantz made a motion to approve **R032624C**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

8. **R032624D** – Request to approve a road cut on Allisonville Road for Centerpoint Energy.
   Board Action Form | Resolution | Exhibit A
   - Hatem Mekky, Director of Engineering, presented **R032624D** to the board.
   - Jason Meyer made a motion to approve **R032624D**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

9. **R032624E** – Request to approve Host Agreement with Make48.
   Board Action Form | Resolution | Exhibit A
   - Nick Snyder, Makerspace Manager, presented **R032624E** to the board.
   - Jeff Lantz made a motion to approve **R032624E**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

10. **R032624F** - Resolution Approving Converge Systems Network Agreement**.**
    Board Action Form | Resolution | Exhibit A
    - Mitch List, Fishers Events Center, presented **R032624F** to the board.
    - Jason Meyer made a motion to approve **R032624F**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

REGULAR ITEMS

13. **Unfinished/New Business:**
14. **Meeting Adjournment**
    - Jeff Lantz made a motion to adjourn the meeting. Jason Meyer seconded the motion.
    - There was no remonstrance and the motion passed 3 in favor, 0 opposed.
    - The meeting was adjourned at 9:11 a.m.

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

Respectfully Submitted,

Kari Adriano

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.

April 9, 2024 _____

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF FISHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 78 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of $3,816,034.79.

Dated this 9th day of April 2024.

_____ _____ _____

_____ _____ _____

_____ _____ _____

Signatures of Governing Board

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
70992	03/29/2024	MANL	364	Cinergy Corp	87020	910122934878	03/22/2024	22400010	32924DD	11,098.14
					11,098.14	60609014 43500	Utility Services			
							CHECK	70992 TOTAL:		11,098.14
70993	03/29/2024	MANL	364	Cinergy Corp	86881	910122648594	03/21/2024	22400119	32924DD	50.99
					50.99	10109012 43100	Professional Services			
							CHECK	70993 TOTAL:		50.99
70994	03/29/2024	MANL	364	Cinergy Corp	86882	910122768848	03/21/2024	22400119	32924DD	14.17
					14.17	10109012 43100	Professional Services			
							CHECK	70994 TOTAL:		14.17
70995	03/29/2024	MANL	364	Cinergy Corp	86883	910122768905	03/21/2024	22400119	32924DD	107.19
					107.19	10109012 43100	Professional Services			
							CHECK	70995 TOTAL:		107.19
70996	03/29/2024	MANL	364	Cinergy Corp	86884	910122884213	03/21/2024	22400119	32924DD	55.68
					55.68	10109012 43100	Professional Services			
							CHECK	70996 TOTAL:		55.68
70997	03/29/2024	MANL	364	Cinergy Corp	86887	910122884867	03/21/2024	22400119	32924DD	14.49
					14.49	10109012 43100	Professional Services			
							CHECK	70997 TOTAL:		14.49
70998	03/29/2024	MANL	364	Cinergy Corp	86888	910122885157	03/21/2024	22400119	32924DD	29.58
					29.58	10109012 43100	Professional Services			
							CHECK	70998 TOTAL:		29.58
70999	03/29/2024	MANL	364	Cinergy Corp	86889	910122918753	03/21/2024	22400119	32924DD	27.41
					27.41	10109012 43100	Professional Services			
							CHECK	70999 TOTAL:		27.41
71000	03/29/2024	MANL	364	Cinergy Corp	86890	910122920004	03/21/2024	22400119	32924DD	196.45
					196.45	10109012 43100	Professional Services			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
							CHECK	71000	TOTAL:	196.45
71001	03/29/2024	MANL	364	Cinergy Corp	86891	910122925794	03/21/2024	22400119	32924DD	14.17
					14.17	10109012 43100	Professional Services			
							CHECK	71001	TOTAL:	14.17
71002	03/29/2024	MANL	364	Cinergy Corp	86892	910122936622	03/21/2024	22400119	32924DD	54.72
					54.72	10109012 43100	Professional Services			
							CHECK	71002	TOTAL:	54.72
71003	03/29/2024	MANL	364	Cinergy Corp	86893	910122936953	03/21/2024	22400119	32924DD	33.81
					33.81	10109012 43100	Professional Services			
							CHECK	71003	TOTAL:	33.81
71004	03/29/2024	MANL	364	Cinergy Corp	86894	910122946385	03/21/2024	22400119	32924DD	71.63
					71.63	10109012 43100	Professional Services			
							CHECK	71004	TOTAL:	71.63
71005	03/29/2024	MANL	364	Cinergy Corp	86895	910122974149	03/21/2024	22400119	32924DD	14.17
					14.17	10109012 43100	Professional Services			
							CHECK	71005	TOTAL:	14.17
71006	03/29/2024	MANL	364	Cinergy Corp	86896	910122977928	03/21/2024	22400119	32924DD	11.13
					11.13	10109012 43100	Professional Services			
							CHECK	71006	TOTAL:	11.13
71007	03/29/2024	MANL	364	Cinergy Corp	86897	910122979574	03/21/2024	22400119	32924DD	33.54
					33.54	10109012 43100	Professional Services			
							CHECK	71007	TOTAL:	33.54
71008	03/29/2024	MANL	364	Cinergy Corp	86898	910122980882	03/21/2024	22400119	32924DD	14.17
					14.17	10109012 43100	Professional Services			
							CHECK	71008	TOTAL:	14.17

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
71009	03/29/2024	MANL	364	Cinergy Corp	86899	910122992927	03/21/2024	22400119	32924DD	35.74
					35.74	10109012 43100	Professional Services			
							CHECK	71009 TOTAL:		35.74
71010	03/29/2024	MANL	364	Cinergy Corp	86900	910123022277	03/21/2024	22400119	32924DD	162.52
					162.52	10109012 43100	Professional Services			
							CHECK	71010 TOTAL:		162.52
71011	03/29/2024	MANL	364	Cinergy Corp	86901	910123022706	03/21/2024	22400119	32924DD	14.17
					14.17	10109012 43100	Professional Services			
							CHECK	71011 TOTAL:		14.17
71012	03/29/2024	MANL	364	Cinergy Corp	86902	910123046241	03/21/2024	22400119	32924DD	14.17
					14.17	10109012 43100	Professional Services			
							CHECK	71012 TOTAL:		14.17
71013	03/29/2024	MANL	364	Cinergy Corp	86903	910123058899	03/21/2024	22400119	32924DD	57.15
					57.15	10109012 43100	Professional Services			
							CHECK	71013 TOTAL:		57.15
71014	03/29/2024	MANL	364	Cinergy Corp	86904	910123069917	03/21/2024	22400119	32924DD	14.17
					14.17	10109012 43100	Professional Services			
							CHECK	71014 TOTAL:		14.17
71015	03/29/2024	MANL	364	Cinergy Corp	86905	910123071862	03/21/2024	22400119	32924DD	47.29
					47.29	10109012 43100	Professional Services			
							CHECK	71015 TOTAL:		47.29
71016	03/29/2024	MANL	364	Cinergy Corp	86907	910123072285	03/21/2024	22400119	32924DD	44.00
					44.00	10109012 43100	Professional Services			
							CHECK	71016 TOTAL:		44.00
71017	03/29/2024	MANL	364	Cinergy Corp	86908	910123077404	03/21/2024	22400119	32924DD	57.02
					57.02	10109012 43100	Professional Services			

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK	71017 TOTAL:	57.02
71018	03/29/2024	MANL	364	Cinergy Corp	86909	910123107700	03/21/2024	22400119	32924DD	42.09
					42.09	10109012 43100	Professional Services			
								CHECK	71018 TOTAL:	42.09
71019	03/29/2024	MANL	364	Cinergy Corp	86910	910123109893	03/21/2024	22400119	32924DD	14.17
					14.17	10109012 43100	Professional Services			
								CHECK	71019 TOTAL:	14.17
71020	03/29/2024	MANL	364	Cinergy Corp	86912	910123117231	03/21/2024	22400119	32924DD	102.88
					102.88	10109012 43100	Professional Services			
								CHECK	71020 TOTAL:	102.88
71021	03/29/2024	MANL	364	Cinergy Corp	86914	910123123940	03/21/2024	22400119	32924DD	41.11
					41.11	10109012 43100	Professional Services			
								CHECK	71021 TOTAL:	41.11
71022	03/29/2024	MANL	364	Cinergy Corp	86917	910123162864	03/21/2024	22400119	32924DD	37.86
					37.86	10109012 43100	Professional Services			
								CHECK	71022 TOTAL:	37.86
71023	03/29/2024	MANL	364	Cinergy Corp	86918	910123163386	03/21/2024	22400119	32924DD	37.61
					37.61	10109012 43100	Professional Services			
								CHECK	71023 TOTAL:	37.61
71024	03/29/2024	MANL	364	Cinergy Corp	86919	910123182446	03/21/2024	22400119	32924DD	37.02
					37.02	10109012 43100	Professional Services			
								CHECK	71024 TOTAL:	37.02
71025	03/29/2024	MANL	364	Cinergy Corp	86921	910123182769	03/21/2024	22400119	32924DD	93.93
					93.93	10109012 43100	Professional Services			
								CHECK	71025 TOTAL:	93.93

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
71026	03/29/2024	MANL	364	Cinergy Corp	86922	910123020704	03/21/2024	22400119	32924DD	3,460.92
					3,460.92	10109012 43100	Professional Services			
							CHECK	71026 TOTAL:		3,460.92
71027	03/29/2024	MANL	364	Cinergy Corp	86923	910123073012	03/21/2024	22400119	32924DD	976.06
					976.06	10109012 43100	Professional Services			
							CHECK	71027 TOTAL:		976.06
71028	03/29/2024	MANL	364	Cinergy Corp	86924	910122992414	03/21/2024	22400119	32924DD	797.89
					797.89	10109012 43100	Professional Services			
							CHECK	71028 TOTAL:		797.89
71029	03/29/2024	MANL	364	Cinergy Corp	86925	910122884263	03/21/2024	22400119	32924DD	351.22
					351.22	10109012 43100	Professional Services			
							CHECK	71029 TOTAL:		351.22
						NUMBER OF CHECKS 38		*** CASH ACCOUNT TOTAL ***		18,280.43

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	38	18,280.43

*** GRAND TOTAL *** 18,280.43

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
71030	03/29/2024	EFT	808	Amazon.com LLC	86833	1KMK-LHT3-D7H1	03/20/2024	22400285	32924EP	17.79
					17.79	10107010 42200	Operating Supplies			
								CHECK	71030 TOTAL:	17.79
71031	03/29/2024	EFT	2435	CVK LLC	86339	4/24 Rent	03/25/2024		32924EP	36,758.05
					36,758.05	47140000 43700	Rental Expense			
								CHECK	71031 TOTAL:	36,758.05
71032	03/29/2024	EFT	1808	Switch Offices LLC	85784	308	03/01/2024		32924EP	911.48
					911.48	47140000 43700	Rental Expense			
								CHECK	71032 TOTAL:	911.48
						NUMBER OF CHECKS	3	***	CASH ACCOUNT TOTAL ***	37,687.32

	COUNT	AMOUNT
TOTAL EFT'S	3	37,687.32

*** GRAND TOTAL *** 37,687.32

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
71033	03/29/2024	MANL	2664	Exelon Corporation	87031	3999079	03/27/2024	22301004	32924DD2	1.69
					1.69	60609014 43500	Utility Services			
							CHECK	71033 TOTAL:		1.69
71034	03/29/2024	MANL	2664	Exelon Corporation	87038	3999081	03/27/2024	22300258	32924DD2	16,912.57
					11,590.88	10109012 43100	Professional Services			
					1,230.46	60609014 43500	Utility Services			
					4,091.23	60609014 43500	Utility Services			
							CHECK	71034 TOTAL:		16,912.57
						NUMBER OF CHECKS 2	*** CASH ACCOUNT TOTAL ***			16,914.26

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	2	16,914.26

*** GRAND TOTAL *** 16,914.26

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 10100 APCash

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
71035	04/02/2024	MANL	1521	Indiana Gas Company	87105	02600574931545550 67	03/06/2024	22400007	4124DD	2,470.02
					2,470.02	60609014 43500	Utility Services			
								CHECK	71035 TOTAL:	2,470.02
71036	04/02/2024	MANL	1521	Indiana Gas Company	87124	02600574931590209 64	03/12/2024	22400007	4124DD	49.34
					49.34	60609014 43500	Utility Services			
								CHECK	71036 TOTAL:	49.34
71037	04/02/2024	MANL	1521	Indiana Gas Company	87133	02600574931585621 58	03/21/2024	22400007	4124DD	18.49
					18.49	60609014 43500	Utility Services			
								CHECK	71037 TOTAL:	18.49
71038	04/02/2024	MANL	1521	Indiana Gas Company	87134	02600574931556493 20	03/18/2024	22400007	4124DD	18.34
					18.34	60609014 43500	Utility Services			
								CHECK	71038 TOTAL:	18.34
71039	04/02/2024	MANL	1521	Indiana Gas Company	87138	02600574931589382 35	03/21/2024	22400007	4124DD	17.98
					17.98	60609014 43500	Utility Services			
								CHECK	71039 TOTAL:	17.98
71040	04/02/2024	MANL	1521	Indiana Gas Company	87142	02600574931591849 11	03/20/2024	22400007	4124DD	48.77
					48.77	60609014 43500	Utility Services			
								CHECK	71040 TOTAL:	48.77
						NUMBER OF CHECKS 6		***	CASH ACCOUNT TOTAL ***	2,622.94

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	6	2,622.94

*** GRAND TOTAL *** 2,622.94

A/P CASH DISBURSEMENTS JOURNAL Feb 24 MetLife

CASH ACCOUNT: 99900000 10102 FIB Payroll Account

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
22924	04/04/2024	MANL	231	Metropolitan Life In	87502	02292024	02/29/2024			32,831.30
					32,831.30	80600000 29008	Elective Benefits			
								CHECK	22924 TOTAL:	32,831.30
						NUMBER OF CHECKS 1		***	CASH ACCOUNT TOTAL ***	32,831.30

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	32,831.30

*** GRAND TOTAL *** 32,831.30

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924H 04/04/2024
DUE DATE: 04/04/2024

CASH ACCOUNT: 99900000 10103 FIB Health/Flex Account

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3097	Southeastern Indiana	0000		EFT	03/26/2024	HOD032624		82257	87424	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 70400000 43100		EHF	PROSERVICE		1,870.94				
							1,870.94			
3097	Southeastern Indiana	0000		EFT	04/02/2024	HOD040224		82258	87426	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 70400000 43100		EHF	PROSERVICE		95.03				
							95.03			
3097	Southeastern Indiana	0000		EFT	04/14/2024	1518508CTYFIS		82260	87428	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 70400000 43100		EHF	PROSERVICE		41,876.02				
							41,876.02			
						CHECK TOTAL	**43,841.99**			
1315	Tx: Team Rehab Inc	0000		EFT	04/30/2024	1839		82240	87405	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 70400000 43100		EHF	PROSERVICE		12,900.00				
							12,900.00			
						CHECK TOTAL	**12,900.00**			
4	**INVOICES**					**WARRANT TOTAL**	**56,741.99**	**56,741.99**		
						CASH ACCOUNT BALANCE		**-6,821,430.83**		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
283	3M Company	0000		EFT	04/14/2024	9427722180		81870	86990	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS	OPERSUP			790.48			
							790.48			
							CHECK TOTAL	**790.48**		
2299	539 Apparel LLC	0000		EFT	04/21/2024	1006090		81739	86856	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42231		GenSafeTr	UNIFORMS			726.00			
							726.00			
							CHECK TOTAL	**726.00**		
316	AAA Exterminating Inc	0000		EFT	04/18/2024	625064		81732	86849	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			40.00			
							40.00			
316	AAA Exterminating Inc	0000		EFT	04/18/2024	625062		81734	86851	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			40.00			
							40.00			
316	AAA Exterminating Inc	0000		EFT	04/18/2024	625088		81735	86852	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			55.00			
							55.00			
316	AAA Exterminating Inc	0000		EFT	04/21/2024	625586		81895	87016	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			175.00			
							175.00			
316	AAA Exterminating Inc	0000		EFT	04/18/2024	625305		81918	87043	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWater	PROSERVICE			30.00			
							30.00			
316	AAA Exterminating Inc	0000		EFT	04/18/2024	625302		81921	87046	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWater	PROSERVICE			65.00			
							65.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
316	AAA Exterminating Inc	0000		EFT	04/18/2024	625094		81922	87047	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWater	PROSERVICE			45.00			
							45.00			
316	AAA Exterminating Inc	0000		EFT	04/25/2024	626099		82201	87361	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			35.00			
							35.00			
316	AAA Exterminating Inc	0000		EFT	04/30/2024	627045		82210	87371	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			35.00			
							35.00			
316	AAA Exterminating Inc	0000		EFT	04/30/2024	627043		82211	87372	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			25.00			
							25.00			
316	AAA Exterminating Inc	0000		EFT	04/30/2024	627044		82212	87373	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			35.00			
							35.00			
316	AAA Exterminating Inc	0000		EFT	04/30/2024	627046		82213	87374	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			35.00			
							35.00			
316	AAA Exterminating Inc	0000		EFT	05/01/2024	627211		82246	87411	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			25.00			
							25.00			
						CHECK TOTAL	**640.00**			
124	Airgas, Inc.	0000		EFT	04/17/2024	9148033619		81752	86869	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 43100		GenEMS	PROSERVICE			48.28			
							48.28			
						CHECK TOTAL	**48.28**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1110	Allied-Ott Petroleum	0000	22001029	EFT	02/28/2024	7137		82001	87130	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 42200		GenFleet	OPERSUP			15,995.00			
							15,995.00			
1110	Allied-Ott Petroleum	0000	22001029	EFT	02/28/2024	7136		82010	87140	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 42200		GenFleet	OPERSUP			11,355.00			
	2 20106010 43100		MVHFleet	PROSERVICE			2,180.00			
							13,535.00			
						CHECK TOTAL	**29,530.00**			
90	Amazon Web Services L	0000	22400175	EFT	05/01/2024	1643920465		82304	87474	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			4,928.47			
	2 60606050 43100		SewIT	PROSERVICE			616.06			
	3 62606050 43100		SWIT	PROSERVICE			616.06			
							6,160.59			
						CHECK TOTAL	**6,160.59**			
808	Amazon.com LLC	0000		EFT	04/19/2024	1JLV-16FJ-DGCW		81724	86841	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10108015 42200		GenPDSpprt	OPERSUP			110.54			
							110.54			
808	Amazon.com LLC	0000		EFT	04/20/2024	1C63-6CPH-NMDQ		81725	86842	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10108015 42200		GenPDSpprt	OPERSUP			114.74			
							114.74			
808	Amazon.com LLC	0000		EFT	04/20/2024	17WW-XYPP-LFG4		81729	86846	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10108015 42200		GenPDSpprt	OPERSUP			36.96			
	2 10108012 42200		GenPatrol	OPERSUP			24.99			
	3 10108013 42200		GenInvstgt	OPERSUP			59.99			
							121.94			
808	Amazon.com LLC	0000		EFT	04/19/2024	1C3J-RXX6-CHNL		81740	86857	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105016 42200		GenExAff	OPERSUP			159.25			
							159.25			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	04/20/2024	1QLV-WYFH-LJTD		81741	86858	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105014 42200		GenSpecOps	OPERSUP			250.56			
							250.56			
808	Amazon.com LLC	0000		EFT	04/21/2024	16GQ-MRVK-Q4WX		81742	86859	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			1,648.30			
							1,648.30			
808	Amazon.com LLC	0000		EFT	04/20/2024	113V-G67Y-KLJH		81743	86860	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			259.37			
							259.37			
808	Amazon.com LLC	0000		EFT	03/06/2024	1V94-M9GJ-6GCX		81747	86864	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			799.95			
							799.95			
808	Amazon.com LLC	0000		EFT	04/20/2024	13QD-FN9N-JG1M		81761	86879	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101017 42200		GenFndCS	OPERSUP			67.04			
							67.04			
808	Amazon.com LLC	0000		EFT	04/24/2024	1T4K-H1PK-DD6Q		81817	86936	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 27055058 42200		GRTSHD	OPERSUP			104.08			
							104.08			
808	Amazon.com LLC	0000		EFT	04/20/2024	1J3K-KN1L-LCRV		81818	86937	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 27055058 42200		GRTSHD	OPERSUP			888.91			
							888.91			
808	Amazon.com LLC	0000		EFT	04/22/2024	1FH6-LGP6-YCDX		81819	86938	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105016 42200		GenExAff	OPERSUP			160.53			
							160.53			
808	Amazon.com LLC	0000		EFT	04/23/2024	1GWP-FRXP-4G4K		81820	86939	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105016 42200		GenExAff	OPERSUP			318.34			
							318.34			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	04/22/2024	1K7H-R9V6-WLCF		81821	86940	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			101.82			
							101.82			
808	Amazon.com LLC	0000		EFT	04/25/2024	1NR1-3F6P-6F4R		81822	86941	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			27.61			
							27.61			
808	Amazon.com LLC	0000		EFT	04/24/2024	1P3H-R1YQ-3XPC		81823	86942	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105016 42200		GenExAff	OPERSUP			31.53			
							31.53			
808	Amazon.com LLC	0000		EFT	04/24/2024	1X6M-7FMQ-39RV		81824	86943	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			191.92			
							191.92			
808	Amazon.com LLC	0000		EFT	04/24/2024	13WR-YRLW-13KN		81825	86944	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			36.82			
							36.82			
808	Amazon.com LLC	0000		EFT	04/22/2024	16GY-Q3LJ-WDFF		81827	86946	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105016 42200		GenExAff	OPERSUP			1,281.92			
							1,281.92			
808	Amazon.com LLC	0000		EFT	04/23/2024	1XD6-69N7-3Y4C		81833	86952	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10108015 42200		GenPDSpprt	OPERSUP			62.06			
							62.06			
808	Amazon.com LLC	0000		EFT	04/10/2024	1QJ4-JMX9-RP1K		81839	86958	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10108015 42200		GenPDSpprt	OPERSUP			54.63			
	2 10108013 42200		GenInvstgt	OPERSUP			199.41			
							254.04			
808	Amazon.com LLC	0000		EFT	04/09/2024	1WPW-JYVX-JVNF		81840	86959	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10108015 42200		GenPDSpprt	OPERSUP			-6.99			
							-6.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	04/07/2024	1443-L9QP-94QD		81841	86960	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10108015 42200		GenPDSpprt	OPERSUP			-59.98			
							-59.98			
808	Amazon.com LLC	0000		EFT	04/24/2024	1Q1H-9VXY-3JHH		81844	86963	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10108015 42200		GenPDSpprt	OPERSUP			14.45			
							14.45			
808	Amazon.com LLC	0000	22300491	EFT	04/17/2024	1NWN-TYLV-W91H		81968	87095	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 21105058 42200		MNCPLHDFND	OPERSUP			639.94			
	2 10106050 42200		GenIT	OPERSUP			189.00			
	3 10106050 42200		GenIT	OPERSUP			27.99			
	4 10106050 42200		GenIT	OPERSUP			96.85			
	5 10106050 42200		GenIT	OPERSUP			267.33			
	6 10106050 42200		GenIT	OPERSUP			54.82			
	7 10106050 42200		GenIT	OPERSUP			168.09			
	8 10106050 42200		GenIT	OPERSUP			21.99			
	9 10106050 42200		GenIT	OPERSUP			296.01			
	10 10106050 42200		GenIT	OPERSUP			237.95			
							1,999.97			
808	Amazon.com LLC	0000		EFT	04/30/2024	1D3Y-XTQ7-V7GR		81980	87109	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105011 42200		GenFireAdm	OPERSUP			78.33			
							78.33			
808	Amazon.com LLC	0000		EFT	04/28/2024	1KGV-XRD9-H7JM		81981	87110	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105011 42200		GenFireAdm	OPERSUP			359.99			
							359.99			
808	Amazon.com LLC	0000		EFT	04/26/2024	1PX7-PX94-6N6G		81984	87113	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105014 42200		GenSpecOps	OPERSUP			159.99			
							159.99			
808	Amazon.com LLC	0000		EFT	04/27/2024	1TQ6-DJCF-9JV7		81987	87116	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105016 42200		GenExAff	OPERSUP			40.59			
							40.59			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	04/28/2024	1VTX-T7HP-HTF3		81989	87118	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105016 42200		GenExAff	OPERSUP			724.46			
							724.46			
808	Amazon.com LLC	0000		EFT	04/29/2024	1XTV-NMMK-LQHG		81991	87120	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105011 42200		GenFireAdm	OPERSUP			78.33			
							78.33			
808	Amazon.com LLC	0000		EFT	04/27/2024	197M-VLF7-9MLP		81993	87122	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			129.99			
							129.99			
808	Amazon.com LLC	0000		EFT	04/25/2024	1741-RNHJ-FY4H		82000	87129	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42200		GenSafeTr	OPERSUP			313.40			
							313.40			
808	Amazon.com LLC	0000		EFT	04/24/2024	1TJG-R3DT-FG6P		82103	87238	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101017 42200		GenFndCS	OPERSUP			89.42			
							89.42			
808	Amazon.com LLC	0000	22400285	EFT	04/25/2024	1PH7-P4T4-CFVN		82116	87252	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 42200		GenParks	OPERSUP			14.99			
							14.99			
808	Amazon.com LLC	0000	22400285	EFT	04/30/2024	1VT7-MF9J-XMQ3		82117	87253	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 42200		GenParks	OPERSUP			586.88			
							586.88			
808	Amazon.com LLC	0000	22400285	EFT	04/25/2024	1XQ4-Y96Q-D66J		82118	87255	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 42200		GenParks	OPERSUP			1,144.97			
							1,144.97			
808	Amazon.com LLC	0000		EFT	04/25/2024	1P3H-R1YQ-D3DH		82125	87266	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101017 42200		GenFndCS	OPERSUP			29.79			
							29.79			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	04/25/2024	1XXW-KC6T-F1XJ		82127	87268	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101017 42200		GenFndCS	OPERSUP		8.18				
							8.18			
808	Amazon.com LLC	0000		EFT	04/29/2024	1XTV-NMMK-MQ16		82130	87271	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101017 42200		GenFndCS	OPERSUP		8.25				
							8.25			
808	Amazon.com LLC	0000		EFT	04/29/2024	16WM-FTRY-MRWT		82132	87274	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101017 42200		GenFndCS	OPERSUP		7.73				
							7.73			
808	Amazon.com LLC	0000		EFT	04/30/2024	1DT7-C6CX-R4DP		82133	87275	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101017 42200		GenFndCS	OPERSUP		45.80				
							45.80			
808	Amazon.com LLC	0000		EFT	04/22/2024	1VYH-9TXW-X91R		82347	87517	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10103012 42200		GenPZ	OPERSUP		20.90				
							20.90			
808	Amazon.com LLC	0000		EFT	04/24/2024	19YJ-GNYM-DTX9		82348	87518	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10103012 42200		GenPZ	OPERSUP		45.68				
							45.68			
						CHECK TOTAL	**12,826.39**			
808	Amazon.com LLC	0000	22201233	EFT	04/25/2024	1P3H-R1YQ-GFWR		82112	87248	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60604010 42200		SewEng	OPERSUP		1.75				
	2 62604010 42200		SWEng	OPERSUP		3.14				
							4.89			
						CHECK TOTAL	**4.89**			
808	Amazon.com LLC	0000	22201233	EFT	04/30/2024	1WXY-HV1T-T1YC		82114	87249	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60604010 42200		SewEng	OPERSUP		2.79				
	2 62604010 42200		SWEng	OPERSUP		4.99				
							7.78			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**7.78**			
2476	American Legal Publis	0000		EFT	03/26/2024	32722		82110	87245	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf	PROSERVICE			663.79			
							663.79			
						CHECK TOTAL	**663.79**			
468	American Pump Repair	0000	22301364	EFT	04/21/2024	79048		82126	87267	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			1,224.00			
							1,224.00			
468	American Pump Repair	0000	22301364	EFT	05/03/2024	79104		82353	87523	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			2,093.00			
							2,093.00			
468	American Pump Repair	0000	22301364	EFT	05/03/2024	79105		82354	87524	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			2,268.00			
							2,268.00			
						CHECK TOTAL	**5,585.00**			
817	AMS Mechanical Servic	0000	22201208	EFT	04/20/2024	1375559		82122	87262	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWater	PROSERVICE			962.06			
							962.06			
						CHECK TOTAL	**962.06**			
2468	Andrew R Mork	0000	22400197	EFT	05/01/2024	2004		82166	87311	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 43100		GenPR	PROSERVICE			4,500.00			
							4,500.00			
						CHECK TOTAL	**4,500.00**			
4552	Anthony Boarman	0000		INV	04/09/2024	82051		82051	87185	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			39.79			
							39.79			

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WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**39.79**			
700	AT&T Mobility II, LL	0000	22400191	EFT	04/06/2024	287299683950x031924		82182	87328	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 43100		GenIT	PROSERVICE		364.63				
							364.63			
						CHECK TOTAL	**364.63**			
700	AT&T Mobility II, LL	0000	22400191	EFT	04/02/2024	287283895228x031524		82183	87329	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 43100		GenIT	PROSERVICE		3,025.77				
	2 10106050 42200		GenIT	OPERSUP		298.44				
							3,324.21			
						CHECK TOTAL	**3,324.21**			
700	AT&T Mobility II, LL	0000	22400174	EFT	04/06/2024	287286291889x031924		82184	87330	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 62606050 43100		SWIT	PROSERVICE		4,030.14				
							4,030.14			
						CHECK TOTAL	**4,030.14**			
700	AT&T Mobility II, LL	0000	22400191	EFT	04/06/2024	287288211554x031924		82185	87331	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 43100		GenIT	PROSERVICE		6,256.81				
							6,256.81			
						CHECK TOTAL	**6,256.81**			
700	AT&T Mobility II, LL	0000	22400191	EFT	04/06/2024	287301827393x031924		82186	87332	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 43100		GenIT	PROSERVICE		9,019.99				
							9,019.99			
						CHECK TOTAL	**9,019.99**			
700	AT&T Mobility II, LL	0000	22400191	EFT	04/07/2024	287282926527x032024		82187	87333	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 43100		GenIT	PROSERVICE		79.73				
							79.73			
						CHECK TOTAL	**79.73**			

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Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
700	AT&T Mobility II, LL	0000	22400191	EFT	04/07/2024	287282927199x032024		82188	87334	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			172.72			
							172.72			
						CHECK TOTAL	**172.72**			
700	AT&T Mobility II, LL	0000	22400191	EFT	04/07/2024	287282745434x032024		82189	87335	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			201.96			
							201.96			
						CHECK TOTAL	**201.96**			
700	AT&T Mobility II, LL	0000	22400191	EFT	04/07/2024	287282942898x032024		82190	87336	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			219.95			
							219.95			
						CHECK TOTAL	**219.95**			
4567	Barbara Laurence	0000		INV	04/09/2024	82066		82066	87200	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			39.79			
							39.79			
						CHECK TOTAL	**39.79**			
670	Bardach Awards, Inc.	0000		EFT	04/26/2024	329451		82104	87239	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 42200		GenMayorOf	OPERSUP			10.50			
	2 10103012 42200		GenPZ	OPERSUP			106.39			
							116.89			
						CHECK TOTAL	**116.89**			
1144	Barnes & Thornburg, L	0000		EFT	03/25/2024	3230696A		81753	86870	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 21205058 43100		CHD	PROSERVICE			1,950.00			
							1,950.00			
						CHECK TOTAL	**1,950.00**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
717	Beam, Longest and Nef	0000	22300182	EFT	04/07/2024	76936		82106	87241	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 27054010 44920		GRNTEng	CAPEXP			1,380.00			
	2 27084010 44200		RIFEng	INFRSTR			345.00			
								1,725.00		
							CHECK TOTAL	**1,725.00**		
717	Beam, Longest and Nef	0000	22300183	EFT	04/07/2024	76935-R		82109	87244	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 27054010 44920		GRNTEng	CAPEXP			144.00			
	2 27084010 44200		RIFEng	INFRSTR			36.00			
								180.00		
							CHECK TOTAL	**180.00**		
717	Beam, Longest and Nef	0000	22100481	EFT	02/09/2024	76407		82243	87408	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 27054010 44920		GRNTEng	CAPEXP			24,451.51			
	2 27084010 44200		RIFEng	INFRSTR			3,736.01			
	3 27084010 44200		RIFEng	INFRSTR			4,132.48			
								32,320.00		
							CHECK TOTAL	**32,320.00**		
717	Beam, Longest and Nef	0000	22400151	EFT	03/08/2024	76559		82244	87409	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 27084010 44200		RIFEng	INFRSTR			2,562.00			
								2,562.00		
							CHECK TOTAL	**2,562.00**		
717	Beam, Longest and Nef	0000		EFT	04/07/2024	76919		82245	87410	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 27084010 44200		RIFEng	INFRSTR			2,229.31			
								2,229.31		
							CHECK TOTAL	**2,229.31**		
2460	Beaver Gravel Corpora	0000		EFT	04/13/2024	G1393979		81541	86651	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			1,250.00			
								1,250.00		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2460	Beaver Gravel Corpora	0000		EFT	04/18/2024	G1394261		81683	86797	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20209011 43100		LRSPWSTRT	PROSERVICE			1,750.00			
							1,750.00			
2460	Beaver Gravel Corpora	0000		EFT	04/14/2024	G1394054		81684	86799	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20209011 43100		LRSPWSTRT	PROSERVICE			1,500.00			
							1,500.00			
2460	Beaver Gravel Corpora	0000		EFT	04/14/2024	G1394078		81685	86800	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			340.00			
							340.00			
2460	Beaver Gravel Corpora	0000		EFT	04/20/2024	G1394476		81727	86844	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			170.00			
							170.00			
2460	Beaver Gravel Corpora	0000		EFT	04/20/2024	G1394516		81728	86845	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			250.00			
							250.00			
2460	Beaver Gravel Corpora	0000		EFT	03/15/2024	G1392267		82250	87417	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			250.00			
							250.00			
2460	Beaver Gravel Corpora	0000		EFT	03/07/2024	G1391756		82251	87418	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			250.00			
							250.00			
2460	Beaver Gravel Corpora	0000		EFT	03/22/2024	G1392646		82252		
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			170.00			
							170.00			
2460	Beaver Gravel Corpora	0000		EFT	04/19/2024	G1394408		82253	87420	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			170.00			
							170.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2460	Beaver Gravel Corpora	0000		EFT	04/21/2024	G1394580		82254	87421	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20209011 43100		LRSPWSTRT	PROSERVICE			500.00			
							500.00			
2460	Beaver Gravel Corpora	0000		EFT	05/01/2024	G1395736		82256	87422	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			170.00			
							170.00			
2460	Beaver Gravel Corpora	0000	22400363	EFT	04/17/2024	G1394158		82270	87437	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20209011 43100		LRSPWSTRT	PROSERVICE			2,750.00			
							2,750.00			
						CHECK TOTAL	**9,520.00**			
592	Bernath LLC	0000	22400310	EFT	04/19/2024	57687-0001		81998	87127	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20206191 42200		LRSICSRTS	OPERSUP			20,790.00			
							20,790.00			
						CHECK TOTAL	**20,790.00**			
621	Best Way of Indiana I	0000	22301153	EFT	04/25/2024	004799		82338	87508	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 62609014 43151		SWPWWater	SLUDGE			2,071.01			
	2 62609014 43151		SWPWWater	SLUDGE			2,809.17			
							4,880.18			
621	Best Way of Indiana I	0000	22300167	EFT	04/25/2024	004791		82339	87509	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43151		SewPWWater	SLUDGE			7,959.30			
	2 60609014 43151		SewPWWater	SLUDGE			49,174.03			
							57,133.33			
						CHECK TOTAL	**62,013.51**			
676	Bill Palmer Associate	0000		EFT	04/05/2024	15184		82128	87269	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101017 42200		GenFndCS	OPERSUP			772.66			
							772.66			
						CHECK TOTAL	**772.66**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
540	Bio Chem, Incorporate	0000	22301370	EFT	04/26/2024	25260		82222	87387	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				19,602.40			
							19,602.40			
						CHECK TOTAL	**19,602.40**			
3240	Black Leadership and	0000		EFT	03/26/2024	2024214		82100	87234	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43100		GenMayorOf PROSERVICE				500.00			
							500.00			
						CHECK TOTAL	**500.00**			
2465	Blue Grass Farms Inc	0000	22400244	EFT	04/18/2024	182259-1		82077	87212	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS OPERSUP				495.00			
							495.00			
						CHECK TOTAL	**495.00**			
725	Bose, McKinney & Evan	0000	22400341	EFT	03/12/2024	874992		82078	87213	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 43101		GenMayorOf LGLSVCS				11,271.00			
							11,271.00			
						CHECK TOTAL	**11,271.00**			
373	Bound Tree Medical, L	0000		EFT	04/10/2024	85275263		81290	86386	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS OPERSUP				1,342.01			
							1,342.01			
373	Bound Tree Medical, L	0000		EFT	04/14/2024	85281200		81690	86806	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS OPERSUP				1,696.87			
							1,696.87			
373	Bound Tree Medical, L	0000		EFT	04/20/2024	85287060		81754	86871	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS OPERSUP				283.00			
							283.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
373	Bound Tree Medical, L	0000		EFT	04/20/2024	85287061		81755	86872	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			424.50			
							424.50			
373	Bound Tree Medical, L	0000		EFT	04/21/2024	85288087		82082	87217	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			1,666.99			
							1,666.99			
373	Bound Tree Medical, L	0000		EFT	04/21/2024	85288088		82085	87220	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			1,245.04			
							1,245.04			
373	Bound Tree Medical, L	0000		EFT	04/24/2024	85289257		82087	87222	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			1,381.85			
							1,381.85			
373	Bound Tree Medical, L	0000		EFT	04/24/2024	85289258		82089	87225	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			1,930.13			
							1,930.13			
373	Bound Tree Medical, L	0000		EFT	04/26/2024	85292529		82232	87397	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			737.45			
							737.45			
373	Bound Tree Medical, L	0000		EFT	04/26/2024	85292530		82233	87398	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			294.98			
							294.98			
373	Bound Tree Medical, L	0000		EFT	04/26/2024	85292531		82234	87399	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			294.98			
							294.98			
373	Bound Tree Medical, L	0000		EFT	04/27/2024	85294199		82235	87400	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			1,378.94			
							1,378.94			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
373	Bound Tree Medical, L	0000		EFT	04/27/2024	85294200		82236	87401	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 42200		GenEMS	OPERSUP		1,297.48				
							1,297.48			
373	Bound Tree Medical, L	0000		EFT	04/28/2024	85295800		82318	87486	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 42200		GenEMS	OPERSUP		219.49				
							219.49			
373	Bound Tree Medical, L	0000		EFT	04/28/2024	85295801		82319	87487	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 42200		GenEMS	OPERSUP		24.29				
							24.29			
373	Bound Tree Medical, L	0000		EFT	04/28/2024	85295802		82320	87488	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 42200		GenEMS	OPERSUP		176.04				
							176.04			
						CHECK TOTAL	**14,394.04**			
1874	Bountiful Bouncing En	0000	22400385	EFT	04/03/2024	24035855		82330	87499	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10107010 43100		GenParks	PROSERVICE		7,305.00				
							7,305.00			
						CHECK TOTAL	**7,305.00**			
4576	BREIDENSTEIN, JILLIAN	0000		INV	04/09/2024	82075		82075	87210	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60600000 34900		Sew	USERFEES		123.85				
							123.85			
						CHECK TOTAL	**123.85**			
3264	Brian E Hoover	0000		EFT	04/09/2024	869371		81953	87078	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101016 43100		GenPR	PROSERVICE		60.00				
							60.00			
						CHECK TOTAL	**60.00**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4556	BROOKS HOLDINGS LLC	0000		INV	04/09/2024	82055		82055	87189	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			31.00			
							31.00			
						CHECK TOTAL	**31.00**			
567	Buckeye Power Sales C	0000		EFT	04/20/2024	PSV365627		81705	86821	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			977.50			
							977.50			
567	Buckeye Power Sales C	0000		EFT	04/20/2024	PSV365629		81748	86865	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			977.50			
							977.50			
567	Buckeye Power Sales C	0000		EFT	04/20/2024	PSV365631		81749	86866	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			985.00			
							985.00			
567	Buckeye Power Sales C	0000		EFT	04/21/2024	PSV365776		81750	86867	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			1,220.00			
							1,220.00			
567	Buckeye Power Sales C	0000		EFT	04/21/2024	PSV365777		81751	86868	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			690.00			
							690.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/25/2024	PSV366113		82129	87272	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWater	PROSERVICE			450.00			
							450.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/25/2024	PSV366114		82131	87273	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWater	PROSERVICE			320.00			
							320.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/26/2024	PSV366199		82135	87277	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWater	PROSERVICE			190.00			
							190.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
567	Buckeye Power Sales C	0000	22301374	EFT	04/26/2024	PSV366200		82136	87278	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWaterPROSERVICE				170.00			
							170.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/26/2024	PSV366201		82137	87280	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWaterPROSERVICE				150.00			
							150.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/26/2024	PSV366202		82138	87281	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWaterPROSERVICE				250.00			
							250.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/26/2024	PSV366203		82139	87282	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWaterPROSERVICE				210.00			
							210.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/27/2024	PSV366371		82142	87285	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWaterPROSERVICE				170.00			
							170.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/27/2024	PSV366372		82143	87286	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWaterPROSERVICE				170.00			
							170.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/27/2024	PSV366373		82145	87288	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWaterPROSERVICE				200.00			
							200.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/27/2024	PSV366374		82147	87290	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWaterPROSERVICE				200.00			
							200.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/28/2024	PSV366614		82154	87297	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWaterPROSERVICE				190.00			
							190.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
567	Buckeye Power Sales C	0000	22301374	EFT	04/28/2024	PSV366615		82155	87298	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			330.00				
							330.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/28/2024	PSV366616		82156	87299	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
							170.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/28/2024	PSV366617		82157	87300	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			250.00				
							250.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/28/2024	PSV366618		82158	87301	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			170.00				
							170.00			
567	Buckeye Power Sales C	0000	22301374	EFT	04/28/2024	PSV366619		82159	87302	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			200.00				
							200.00			
567	Buckeye Power Sales C	0000	22301374	EFT	05/01/2024	PSV366894		82161	87304	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			190.00				
							190.00			
567	Buckeye Power Sales C	0000	22301374	EFT	05/01/2024	PSV366895		82162	87305	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			270.00				
							270.00			
567	Buckeye Power Sales C	0000	22301374	EFT	05/01/2024	PSV366896		82163	87306	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWaterPROSERVICE			250.00				
							250.00			
						CHECK TOTAL	**9,350.00**			
3354	Burgess & Niple Inc	0000	22400372	EFT	03/24/2024	1128149		82315	87483	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 37804010 44920		SR37PRJENGCAPEXP			28,137.00				
							28,137.00			

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Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**28,137.00**			
3796	Business Furniture	0000	22301002	EFT	03/08/2024	510040		82004	87132	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105011 42200		GenFireAdm	OPERSUP		1,874.78				
	2 10105012 42200		GenEMS	OPERSUP		3,781.71				
							5,656.49			
						CHECK TOTAL	**5,656.49**			
737	Butler, Fairman & Seu	0000	22200098	EFT	04/27/2024	103810		82095	87230	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 27074010 44200		PIFENG	INFRSTR		1,231.25				
							1,231.25			
						CHECK TOTAL	**1,231.25**			
737	Butler, Fairman & Seu	0000	22301340	EFT	04/20/2024	103735		82241	87406	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 37804010 44920		SR37PRJENG	CAPEXP		1,689.88				
							1,689.88			
						CHECK TOTAL	**1,689.88**			
737	Butler, Fairman & Seu	0000	22300954	EFT	04/10/2024	103485		82242	87407	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60854010 43100		SWRCPTENG	PROSERVICE		10,123.11				
							10,123.11			
						CHECK TOTAL	**10,123.11**			
4547	Byrd, Nola S	0000		INV	04/07/2024	P12-136th Wid PB-CYN		81950	87075	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20204010 44200		LRS - ENG	INFRSTR		18,640.00				
	2 27044010 44200		ROWGRNTENG	INFRSTR		74,560.00				
							93,200.00			
						CHECK TOTAL	**93,200.00**			
813	Cargill, Incorporated	0000	22400312	EFT	04/20/2024	2909345940		81983	87112	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20206191 42200		LRSICSRTS	OPERSUP		8,126.57				
							8,126.57			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
813	Cargill, Incorporated	0000	22400227	EFT	03/31/2024	2909267191		81988	87117	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20206191 42200		LRSICSRTS	OPERSUP			34,969.75			
							34,969.75			
813	Cargill, Incorporated	0000	22400312	EFT	04/20/2024	2909345947		81992	87121	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20206191 42200		LRSICSRTS	OPERSUP			22,210.16			
							22,210.16			
						CHECK TOTAL	**65,306.48**			
996	Carrier & Gable Inc	0000	22400289	EFT	04/04/2024	IN38965		82080	87216	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20104010 42200		MVHEng	OPERSUP			1,380.00			
							1,380.00			
						CHECK TOTAL	**1,380.00**			
703	CDW Government, Inc.	0000		EFT	04/14/2024	QF19394		81318	86416	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			1,078.30			
							1,078.30			
703	CDW Government, Inc.	0000	22400374	EFT	04/30/2024	NVLG354		82316	87484	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			20,845.00			
	2 62606050 43100		SWIT	PROSERVICE			2,843.00			
							23,688.00			
						CHECK TOTAL	**24,766.30**			
691	Christopher B Burke E	0000	22400218	EFT	03/02/2024	32623		82047	87181	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60854010 43100		SWRCPTENG	PROSERVICE			350.00			
							350.00			
						CHECK TOTAL	**350.00**			
828	Church, Church, Hittl	0000	22300361	EFT	02/20/2024	288909		82113	87247	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 27021011 43100		DEFMAYOR	PROSERVICE			4,450.00			
							4,450.00			
						CHECK TOTAL	**4,450.00**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	04/18/2024	5202691979		81688	86803	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			182.53			
							182.53			
714	Cintas Corporation No	0000		EFT	04/08/2024	4185810483		81845	86965	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			91.21			
							91.21			
714	Cintas Corporation No	0000		EFT	04/08/2024	4185810451		81846	86966	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			239.76			
							239.76			
714	Cintas Corporation No	0000		EFT	04/08/2024	4185810499		81847	86967	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			175.45			
							175.45			
714	Cintas Corporation No	0000		EFT	04/15/2024	4186536046		81848	86968	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			91.21			
							91.21			
714	Cintas Corporation No	0000		EFT	04/15/2024	4186536215		81849	86969	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			232.51			
							232.51			
714	Cintas Corporation No	0000		EFT	04/15/2024	4186536067		81850	86970	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			171.46			
							171.46			
714	Cintas Corporation No	0000		EFT	04/22/2024	4187280865		81851	86971	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			91.21			
							91.21			
714	Cintas Corporation No	0000		EFT	04/22/2024	4187280938		81852	86972	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			221.23			
							221.23			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	04/22/2024	4187281003		81853	86973	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			171.46			
							171.46			
714	Cintas Corporation No	0000		EFT	04/25/2024	5203745575		81908	87032	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			31.40			
							31.40			
714	Cintas Corporation No	0000		EFT	04/25/2024	5203745560		81909	87033	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			31.40			
							31.40			
714	Cintas Corporation No	0000		EFT	04/22/2024	4187280962		81929	87054	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 43100		GenFleet	PROSERVICE			208.36			
							208.36			
714	Cintas Corporation No	0000		EFT	04/10/2024	4187725256		82091	87227	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105011 43100		GenFireAdm	PROSERVICE			55.55			
							55.55			
714	Cintas Corporation No	0000		EFT	04/29/2024	4187969317		82148	87291	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 43100		GenFleet	PROSERVICE			104.36			
							104.36			
714	Cintas Corporation No	0000		EFT	03/02/2024	9258160696		82150	87293	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 43100		GenFleet	PROSERVICE			-5.56			
							-5.56			
714	Cintas Corporation No	0000		EFT	04/26/2024	4187725606		82194	87354	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			50.27			
							50.27			
714	Cintas Corporation No	0000		EFT	04/26/2024	4187725564		82197	87357	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			46.03			
							46.03			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	04/26/2024	4187725605		82198	87358	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		39.57				
							39.57			
714	Cintas Corporation No	0000		EFT	04/26/2024	4187725604		82199	87359	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		100.45				
							100.45			
714	Cintas Corporation No	0000		EFT	04/28/2024	4187969457		82202	87363	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20109011 43100		MVHPWStr	PROSERVICE		221.23				
							221.23			
714	Cintas Corporation No	0000		EFT	04/28/2024	4187969465		82204	87365	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109013 43100		GenPWParks	PROSERVICE		171.46				
							171.46			
714	Cintas Corporation No	0000		EFT	05/01/2024	5204530658		82221	87386	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106010 42200		GenFleet	OPERSUP		42.08				
							42.08			
714	Cintas Corporation No	0000		EFT	05/02/2024	4188432748		82314	87482	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild	PROSERVICE		97.20				
							97.20			
						CHECK TOTAL	**2,861.83**			
1574	Citizens Energy Group	0000	22400009	EFT	04/06/2024	2692830000		82017	87147	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 62609014 43500		SWPWWater	UTILITY		2,554.71				
							2,554.71			
						CHECK TOTAL	**2,554.71**			
1574	Citizens Energy Group	0000	22400002	EFT	04/06/2024	0919940000		82024	87155	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43500		SewPWWater	UTILITY		228.84				
							228.84			
						CHECK TOTAL	**228.84**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1574	Citizens Energy Group	0000	22400002	EFT	04/06/2024	4012520000		82028	87159	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43500		SewPWWaterUTILITY				39.98			
							39.98			
						CHECK TOTAL	**39.98**			
1574	Citizens Energy Group	0000	22400002	EFT	04/08/2024	1651147128		82034	87166	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43500		SewPWWaterUTILITY				28.70			
							28.70			
						CHECK TOTAL	**28.70**			
1574	Citizens Energy Group	0000	22400002	EFT	04/15/2024	6841968857		82038	87171	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43500		SewPWWaterUTILITY				28.70			
							28.70			
						CHECK TOTAL	**28.70**			
1574	Citizens Energy Group	0000	22400002	EFT	04/08/2024	7946473576		82044	87178	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43500		SewPWWaterUTILITY				39.98			
							39.98			
						CHECK TOTAL	**39.98**			
1574	Citizens Energy Group	0000	22400002	EFT	04/15/2024	7045787560		82084	87219	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43500		SewPWWaterUTILITY				112.08			
							112.08			
						CHECK TOTAL	**112.08**			
886	Concrete & Contractor	0000		EFT	04/24/2024	IVC0228774		81889	87009	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS OPERSUP				393.00			
							393.00			
						CHECK TOTAL	**393.00**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3570	Constellation Energy	0000		EFT	04/25/2024	67978530001		82344	87514	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10103012 43100		GenPZ	PROSERVICE			143.10			
							143.10			
						CHECK TOTAL	**143.10**			
811	Current Publishing LL	0000	22300085	EFT	05/26/2024	75679		82275	87442	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 43300		GenPR	PRINTADVER			3,219.86			
							3,219.86			
811	Current Publishing LL	0000	22400213	EFT	05/26/2024	75679A		82279	87446	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 43300		GenPR	PRINTADVER			2,693.14			
							2,693.14			
						CHECK TOTAL	**5,913.00**			
785	Dell Marketing LP	0000		EFT	05/06/2024	10738541560		81969	87096	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 42200		GenIT	OPERSUP			121.59			
							121.59			
						CHECK TOTAL	**121.59**			
4572	Doug & Kristie Neumei	0000		INV	04/09/2024	82071		82071	87205	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			39.79			
							39.79			
						CHECK TOTAL	**39.79**			
4558	Doug Turner	0000		INV	04/09/2024	82057		82057	87191	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			79.58			
							79.58			
						CHECK TOTAL	**79.58**			
4557	Douglas V Rodriguez	0000		INV	04/09/2024	82056		82056	87190	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			79.58			
							79.58			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**79.58**			
4535	EAM Solutions LLC	0000	22400340	EFT	04/10/2024	H912420		82030	87160	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60601012 43100		BSGSWR	PROSERVICE		3,500.00				
							3,500.00			
						CHECK TOTAL	**3,500.00**			
476	Element Materials Tec	0000		EFT	02/21/2024	24-145888		81836	86955	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWater	PROSERVICE		130.60				
							130.60			
476	Element Materials Tec	0000		EFT	03/21/2024	24-147310		81837	86956	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWater	PROSERVICE		657.20				
							657.20			
476	Element Materials Tec	0000		EFT	03/14/2024	24-147433		81838	86957	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 43100		SewPWWater	PROSERVICE		130.60				
							130.60			
						CHECK TOTAL	**918.40**			
3637	Emerging Pearls Found	0000		EFT	05/04/2024	040424EP		82345	87515	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10103012 43100		GenPZ	PROSERVICE		7,000.00				
							7,000.00			
						CHECK TOTAL	**7,000.00**			
1085	Enterprise Unified So	0000	22400358	EFT	03/27/2024	11577		82195	87355	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 42200		GenIT	OPERSUP		2,291.71				
							2,291.71			
						CHECK TOTAL	**2,291.71**			
514	EWT Holdings III Corp	0000	22301371	EFT	04/19/2024	906377821		82119	87254	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 42200		SewPWWater	OPERSUP		15,136.40				
							15,136.40			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**15,136.40**			
4574	FISHKOFF, JENNIFER &	0000		INV	04/09/2024	82073		82073	87207	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			79.58			
							79.58			
						CHECK TOTAL	**79.58**			
3088	FlashParking Inc	0000		EFT	05/01/2024	INV993541		82189	87349	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101012 43100		GenBSG	PROSERVICE			568.90			
							568.90			
						CHECK TOTAL	**568.90**			
2592	Fountain People Inc a	0000	22400351	EFT	03/27/2024	0081577-IN		82002	87131	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT	OPERSUP			2,533.80			
							2,533.80			
2592	Fountain People Inc a	0000		EFT	04/13/2024	0081659-IN		82271	87438	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT	OPERSUP			865.00			
							865.00			
						CHECK TOTAL	**3,398.80**			
239	Frank Gieseking	0000		EFT	05/02/2024	0089676-IN		81700	86807	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT	OPERSUP			198.00			
							198.00			
239	Frank Gieseking	0000		EFT	05/04/2024	0089878-IN		81875	86995	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT	OPERSUP			118.80			
							118.80			
						CHECK TOTAL	**316.80**			
1196	Frey Water Conditioni	0000		EFT	04/03/2024	105166536		82337	87507	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			17.99			
							17.99			

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Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**17.99**			
4569	Glenn Bordelon	0000		INV	04/09/2024	82068		82068	87202	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			39.79			
							39.79			
						CHECK TOTAL	**39.79**			
4277	GPB Realty LP	0000		EFT	03/19/2024	3.17.23 letter(redo)		81399	86506	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWaterPROSERVICE				1,924.07			
							1,924.07			
4277	GPB Realty LP	0000		EFT	03/19/2024	3.18.24 letter		81400	86507	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWaterPROSERVICE				1,981.79			
							1,981.79			
						CHECK TOTAL	**3,905.86**			
4522	Great Lakes Water & S	0000		EFT	04/25/2024	1483		82282	87449	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				666.09			
							666.09			
						CHECK TOTAL	**666.09**			
686	Green Stone LLC	0000		EFT	05/01/2024	19765		82295	87464	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS OPERSUP				1,257.27			
							1,257.27			
686	Green Stone LLC	0000		EFT	05/01/2024	19769		82296	87465	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS OPERSUP				983.64			
							983.64			
686	Green Stone LLC	0000		EFT	05/01/2024	19774		82301	87470	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS OPERSUP				318.78			
							318.78			
						CHECK TOTAL	**2,559.69**			

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WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1918	Greencycle of Indiana	0000		EFT	04/30/2024	220000556574		82281	87448	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			50.00			
							50.00			
						CHECK TOTAL	**50.00**			
3798	Hageman Investments L	0000	22400265	EFT	04/07/2024	2024B		81973	87100	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			3,800.33			
							3,800.33			
						CHECK TOTAL	**3,800.33**			
4563	HARLAN, JAMES & PAMEL	0000		INV	04/09/2024	82062		82062	87196	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			79.58			
							79.58			
						CHECK TOTAL	**79.58**			
2053	Rodney V Hartley	0000		EFT	04/20/2024	3047		81717	86834	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			487.00			
							487.00			
2053	Rodney V Hartley	0000	22400061	EFT	04/28/2024	3050		81977	87103	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			2,013.00			
							2,013.00			
2053	Rodney V Hartley	0000	22400056	EFT	04/24/2024	3048		82090	87224	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			8,408.00			
							8,408.00			
						CHECK TOTAL	**10,908.00**			
3718	HD Supply Inc	0000	22301286	EFT	04/19/2024	INV00310539		82121	87258	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			32.95			
							32.95			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3718	HD Supply Inc	0000	22301286	EFT	04/26/2024	INV00317387		82188	87348	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				257.30			
							257.30			
3718	HD Supply Inc	0000	22301286	EFT	04/26/2024	INV00317443		82190	87350	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				194.00			
							194.00			
3718	HD Supply Inc	0000	22301286	EFT	04/26/2024	INV00317543		82191	87351	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				225.39			
							225.39			
3718	HD Supply Inc	0000	22301286	EFT	04/26/2024	INV00317595		82192	87352	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				194.20			
							194.20			
3718	HD Supply Inc	0000	22301286	EFT	04/26/2024	INV00317652		82193	87353	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				194.20			
							194.20			
3718	HD Supply Inc	0000	22301286	EFT	05/01/2024	INV00320831		82200	87360	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				1,290.50			
							1,290.50			
3718	HD Supply Inc	0000	22301286	EFT	05/01/2024	INV00320890		82203	87364	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				1,308.92			
							1,308.92			
3718	HD Supply Inc	0000	22301286	EFT	05/02/2024	INV00322424		82290	87458	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWaterOPERSUP				265.95			
							265.95			
						CHECK TOTAL	**3,963.41**			
4554	HELMARK PROPERTY MANA	0000		INV	04/09/2024	82053		82053	87187	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 62600000 34900		SW	USERFEES			2,174.28			
							2,174.28			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**2,174.28**			
3361	Heritage Landscape Su	0000		EFT	12/17/2023	0013318669-001		82183	87342	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT	OPERSUP			346.84			
							346.84			
						CHECK TOTAL	**346.84**			
4531	HMAO, Inc	0000	22400361	EFT	01/13/2024	20231192		82184	87343	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWater	PROSERVICE			6,540.00			
							6,540.00			
						CHECK TOTAL	**6,540.00**			
3303	Holsapple Communicati	0000	22400193	EFT	05/01/2024	2038		82168	87313	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 43100		GenPR	PROSERVICE			2,100.00			
							2,100.00			
						CHECK TOTAL	**2,100.00**			
1412	Hoosier Fire Equipmen	0000	22301244	EFT	04/11/2024	119287		82107	87242	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42200		GenSafeTr	OPERSUP			9,378.00			
							9,378.00			
1412	Hoosier Fire Equipmen	0000	22301243	EFT	04/11/2024	119288		82108	87243	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42200		GenSafeTr	OPERSUP			9,398.00			
							9,398.00			
1412	Hoosier Fire Equipmen	0000	22301225	EFT	04/12/2024	119316		82231	87396	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42231		GenSafeTr	UNIFORMS			112.35			
	2 10105015 42231		GenSafeTr	UNIFORMS			445.40			
	3 10105015 42231		GenSafeTr	UNIFORMS			871.35			
	4 10105015 42231		GenSafeTr	UNIFORMS			6.85			
	5 10105015 42200		GenSafeTr	OPERSUP			14.98			
	6 10105015 42231		GenSafeTr	UNIFORMS			221.37			
							1,672.30			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1412	Hoosier Fire Equipmen	0000		EFT	04/13/2024	119335		82303	87472	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			49.60			
							49.60			
						CHECK TOTAL	**20,497.90**			
708	Hoosier Portable Rest	0000		EFT	03/01/2024	68198		81174	86262	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 43100		GenParks	PROSERVICE			1,640.00			
							1,640.00			
						CHECK TOTAL	**1,640.00**			
147	Hydronic & Steam Equi	0000		EFT	03/10/2024	621126		82144	87287	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			241.51			
							241.51			
147	Hydronic & Steam Equi	0000	22400211	EFT	05/02/2024	623661		82283	87451	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			2,701.89			
	2 10106192 42200		GFICBLDGMN	OPERSUP			167.85			
							2,869.74			
						CHECK TOTAL	**3,111.25**			
1805	Identisys Incorporate	0000		EFT	03/08/2024	658717		81321	86419	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			678.00			
							678.00			
1805	Identisys Incorporate	0000		EFT	03/08/2024	658728		81322	86420	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			942.00			
							942.00			
						CHECK TOTAL	**1,620.00**			
1791	IDN H Hoffman, Inc	0000		EFT	02/18/2024	10377707-00		81762	86880	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			84.41			
							84.41			
						CHECK TOTAL	**84.41**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1543	Indiana Oxygen Compan	0000		EFT	04/17/2024	10359830		81738	86855	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 62609014 42200		SWPWWater	OPERSUP			47.09			
							47.09			
1543	Indiana Oxygen Compan	0000		EFT	04/30/2024	10369984		82288	87456	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			91.14			
							91.14			
						CHECK TOTAL	**138.23**			
2399	Indiana Testing Inc	0000		EFT	04/28/2024	106092		81924	87049	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 62609014 43100		SWPWWater	PROSERVICE			190.00			
							190.00			
2399	Indiana Testing Inc	0000		EFT	04/28/2024	106089		81925	87050	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 43100		GenFleet	PROSERVICE			95.00			
							95.00			
2399	Indiana Testing Inc	0000		EFT	04/28/2024	106091		82170	87316	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			315.00			
							315.00			
2399	Indiana Testing Inc	0000		EFT	04/28/2024	106090		82171	87317	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			285.00			
							285.00			
						CHECK TOTAL	**885.00**			
2393	Indianapolis Airport	0000	22400053	EFT	05/01/2024	24226433		82192	87338	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 27070000 43100		ParkImpact	PROSERVICE			4,880.18			
							4,880.18			
						CHECK TOTAL	**4,880.18**			
733	Innovative Integratio	0000	22400325	EFT	04/17/2024	43208		81970	87097	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 42200		GenIT	OPERSUP			4,226.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

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WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							4,226.00			
						CHECK TOTAL	**4,226.00**			
1820	Intellicorp Records,	0000		EFT	04/30/2024	1483036		82249	87416	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101015 43100		GenHR	PROSERVICE		849.20				
							849.20			
						CHECK TOTAL	**849.20**			
4465	Interstate Billing Se	0000	22301063	EFT	04/01/2024	3036327233		82219	87381	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20106010 43100		MVHFleet	PROSERVICE		854.93				
	2 20106010 43100		MVHFleet	PROSERVICE		2,398.78				
							3,253.71			
4465	Interstate Billing Se	0000		EFT	04/20/2024	3036559239		82220	87382	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20106010 43100		MVHFleet	PROSERVICE		-525.00				
							-525.00			
						CHECK TOTAL	**2,728.71**			
1827	Irth Solutions LLC	0000	22400373	EFT	05/01/2024	SIR009495		82317	87485	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101012 43100		GenBSG	PROSERVICE		15,550.77				
							15,550.77			
						CHECK TOTAL	**15,550.77**			
4555	JAGGARD, CHARLES E &	0000		INV	04/09/2024	82054		82054	87188	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60600000 34900		Sew	USERFEES		31.00				
							31.00			
						CHECK TOTAL	**31.00**			
4568	James & Amy Frayser	0000		INV	04/09/2024	82067		82067	87201	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60600000 34900		Sew	USERFEES		79.58				
							79.58			
						CHECK TOTAL	**79.58**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4571	James & Cathy Herridg	0000		INV	04/09/2024	82070		82070	87204	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			39.79			
							39.79			
						CHECK TOTAL	**39.79**			
2954	James Sarkine	0000	22400384	EFT	04/12/2024	24995031		82331	87500	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 43100		GenParks	PROSERVICE			4,494.00			
							4,494.00			
2954	James Sarkine	0000	22400383	EFT	04/03/2024	24262827		82332	87501	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 43100		GenParks	PROSERVICE			5,695.00			
							5,695.00			
						CHECK TOTAL	**10,189.00**			
29	JDH Contracting, Inc	0000	22201307	EFT	04/21/2024	81424		81971	87099	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			8,700.00			
							8,700.00			
						CHECK TOTAL	**8,700.00**			
3256	Jeffery Meyer	0000		EFT	04/24/2024	042025		81911	87037	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			142.30			
							142.30			
						CHECK TOTAL	**142.30**			
878	Jennifer C Messer PC	0000	22400198	EFT	04/09/2024	MARCH2024		82247	87414	
	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**			
3347	Jeremy C Schmitt	0000		INV	04/25/2024	24.0312 NASSCO pkg		81999	87128	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60604010 43200		SewEng	COMMTRANS			30.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
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CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							30.00			
						CHECK TOTAL	**30.00**			
2308	Jobsite Supply Inc	0000		EFT	04/28/2024	3235668		82273	87440	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20106191 42200		MVHICSRTS	OPERSUP		184.52				
							184.52			
						CHECK TOTAL	**184.52**			
4570	John A. & Theresa L.	0000		INV	04/09/2024	82069		82069	87203	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60600000 34900		Sew	USERFEES		39.79				
							39.79			
						CHECK TOTAL	**39.79**			
2825	John W Porter	0000		EFT	04/09/2024	869371		81952	87077	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101016 43100		GenPR	PROSERVICE		60.00				
							60.00			
						CHECK TOTAL	**60.00**			
4562	JOHNSTON, WESLEY & MI	0000		INV	04/09/2024	82061		82061	87195	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60600000 34900		Sew	USERFEES		39.79				
							39.79			
						CHECK TOTAL	**39.79**			
4553	Johnston, Wesley H &	0000		INV	04/09/2024	82052		82052	87186	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 62600000 34900		SW	USERFEES		31.92				
							31.92			
						CHECK TOTAL	**31.92**			
3217	Keith Kunda	0000		EFT	04/09/2024	869371		81956	87081	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101016 43100		GenPR	PROSERVICE		60.00				
							60.00			
						CHECK TOTAL	**60.00**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4292	Kevin L Durfee	0000		EFT	04/09/2024	869371		81957	87082	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 43100		GenPR	PROSERVICE			60.00			
							60.00			
						CHECK TOTAL	**60.00**			
4518	Keystone Cooperative	0000		EFT	04/25/2024	566017415		81928	87053	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106010 42221		MVHFleet	FUEL			1,719.29			
							1,719.29			
4518	Keystone Cooperative	0000	22400348	EFT	04/25/2024	506009548		82081	87215	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 42221		GenFleet	FUEL			18,200.91			
	2 20106010 42221		MVHFleet	FUEL			1,521.46			
	3 60606010 42221		SewFleet	FUEL			985.20			
	4 62606010 42221		SWFleet	FUEL			316.65			
							21,024.22			
4518	Keystone Cooperative	0000	22400338	EFT	04/25/2024	566017307		82214	87375	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106010 42221		MVHFleet	FUEL			4,075.19			
							4,075.19			
4518	Keystone Cooperative	0000	22400337	EFT	04/25/2024	566017279		82215	87376	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106010 42221		MVHFleet	FUEL			2,758.03			
							2,758.03			
						CHECK TOTAL	**29,576.73**			
4561	Kislaya Kunjan	0000		INV	04/09/2024	82060		82060	87194	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			39.79			
							39.79			
						CHECK TOTAL	**39.79**			
117	Kleen-It Group, Inc	0000		EFT	04/10/2024	85148		81828	86947	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10108012 43100		GenPatrol	PROSERVICE			200.00			
							200.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
117	Kleen-It Group, Inc	0000	22400183	EFT	04/15/2024	85161		82191	87337	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109012 43100		GenPWBuild	PROSERVICE			13,400.00			
	2 21205058 43100		CHD	PROSERVICE			1,320.00			
								14,720.00		
						CHECK TOTAL		**14,920.00**		
4565	KOLIC, BRENDA L.	0000		INV	04/09/2024	82064		82064	87198	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			36.02			
								36.02		
						CHECK TOTAL		**36.02**		
4564	KRUSE, COURTNEY & KYL	0000		INV	04/09/2024	82063		82063	87197	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			39.79			
								39.79		
						CHECK TOTAL		**39.79**		
3213	Larry Lemon	0000		EFT	04/09/2024	869371		81954	87079	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 43100		GenPR	PROSERVICE			60.00			
								60.00		
						CHECK TOTAL		**60.00**		
1611	Tyler LaShawn	0000		INV	04/09/2024	ACCT-510-01A		82134	87276	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101015 43200		GenHR	COMMTRANS			1,000.00			
								1,000.00		
						CHECK TOTAL		**1,000.00**		
3210	Lee Masonry Products	0000		EFT	05/15/2024	f01522		82255	87423	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			459.00			
								459.00		
						CHECK TOTAL		**459.00**		

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WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
289	Macallister Machinery	0000		EFT	04/29/2024	S8244148		82146	87289	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106010 43100		MVHFleet	PROSERVICE			171.00			
							171.00			
						CHECK TOTAL	**171.00**			
2457	MacQueen Equipment LL	0000		EFT	05/01/2024	P27982		82299	87468	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42231		GenSafeTr	UNIFORMS			410.88			
							410.88			
						CHECK TOTAL	**410.88**			
3246	Main Event Merchandis	0000		EFT	04/25/2024	306220-01		82350	87520	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10103012 42200		GenPZ	OPERSUP			40.00			
							40.00			
						CHECK TOTAL	**40.00**			
253	Martin Marietta Mater	0000	22400347	EFT	03/29/2024	41813320		82167	87312	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20206191 42200		LRSICSRTS	OPERSUP			3,108.42			
							3,108.42			
253	Martin Marietta Mater	0000	22400347	EFT	03/29/2024	41825281		82169	87314	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20206191 42200		LRSICSRTS	OPERSUP			2,398.60			
							2,398.60			
						CHECK TOTAL	**5,507.02**			
4573	MCCORKEL, BRYAN & KAT	0000		INV	04/09/2024	82072		82072	87206	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			79.58			
							79.58			
						CHECK TOTAL	**79.58**			
2743	Med-Bill Corporation	0000	22400057	EFT	04/28/2024	MB-9087		82006	87136	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 43100		GenEMS	PROSERVICE			13,794.55			
							13,794.55			

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WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	13,794.55			
266	Menard Inc	0000		EFT	04/18/2024	78193		81502	86613	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10105015 42200		GenSafeTr	OPERSUP			1,116.28			
							1,116.28			
266	Menard Inc	0000		EFT	04/21/2024	78386		81744	86861	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10105016 42200		GenExAff	OPERSUP			263.43			
							263.43			
266	Menard Inc	0000		EFT	04/12/2024	77865		81865	86985	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 20106191 42200		MVHICSRTS	OPERSUP			47.94			
							47.94			
266	Menard Inc	0000		EFT	04/14/2024	77986		81866	86986	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10106192 42200		GFICBLDGMN	OPERSUP			234.25			
							234.25			
266	Menard Inc	0000		EFT	04/13/2024	77935		81867	86987	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10106193 42200		GFICPKSMNT	OPERSUP			9.98			
							9.98			
266	Menard Inc	0000		EFT	04/10/2024	77754		81882	87002	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10106193 42200		GFICPKSMNT	OPERSUP			143.58			
							143.58			
266	Menard Inc	0000		EFT	04/20/2024	78323		81903	87026	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10106192 42200		GFICBLDGMN	OPERSUP			68.00			
							68.00			
266	Menard Inc	0000		EFT	04/18/2024	78179		81905	87028	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 20106191 42200		MVHICSRTS	OPERSUP			39.92			
							39.92			
266	Menard Inc	0000		EFT	04/27/2024	78669		81917	87042	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 60609014 42200		SewPWWater	OPERSUP			14.69			
							14.69			

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Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
266	Menard Inc	0000		EFT	04/17/2024	78145		82098	87233	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105014 42200		GenSpecOps	OPERSUP			307.24			
							307.24			
266	Menard Inc	0000		EFT	04/08/2024	77617		82239	87404	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101013 44920		GenContr	CAPEXP			9,935.95			
							9,935.95			
266	Menard Inc	0000		EFT	04/27/2024	78659		82259	87425	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			62.84			
							62.84			
266	Menard Inc	0000		EFT	04/24/2024	78485		82261	87427	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			109.00			
							109.00			
266	Menard Inc	0000		EFT	04/26/2024	78608		82262	87429	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			44.07			
							44.07			
266	Menard Inc	0000		EFT	04/29/2024	78780		82321	87489	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			15.97			
							15.97			
						CHECK TOTAL	**12,413.14**			
251	Metal Man LLC	0000	22400295	EFT	04/28/2024	1042305		82274	87441	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			2,210.61			
							2,210.61			
						CHECK TOTAL	**2,210.61**			
274	Meyer Najem Construct	0000	22301409	EFT	04/30/2024	02-22-799-00019		82351	87521	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 44920		GenMayorOf	CAPEXP			1,167,665.01			
							1,167,665.01			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
274	Meyer Najem Construct	0000	22301409	EFT	04/30/2024	02-22-704-00011		82352	87522	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101011 44920		GenMayorOf	CAPEXP			135,168.34			
							135,168.34			
						CHECK TOTAL	**1,302,833.35**			
434	Michael A Reuter Cons	0000		EFT	05/01/2024	Reuter524		81965	87091	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 62601013 43100		SWContr	PROSERVICE			350.00			
	2 60601013 43100		SewContr	PROSERVICE			350.00			
	3 10101013 43100		GenContr	PROSERVICE			1,680.00			
							2,380.00			
						CHECK TOTAL	**2,380.00**			
3148	Michigan Playgrounds	0000	22301070	EFT	03/25/2024	SINV-07047		82025	87156	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106010 42200		MVHFleet	OPERSUP			14,415.00			
	2 20106010 42200		MVHFleet	OPERSUP			3,200.00			
							17,615.00			
						CHECK TOTAL	**17,615.00**			
3288	Midwest Fiber Holding	0000	22400072	EFT	04/30/2024	E-2404012283804		82177	87324	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			850.00			
	2 10106050 43100		GenIT	PROSERVICE			1,375.00			
	3 10106050 43100		GenIT	PROSERVICE			1,850.00			
							4,075.00			
						CHECK TOTAL	**4,075.00**			
254	Miller's Autobody, In	0000		EFT	05/02/2024	17317593		82187	87347	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 43100		GenFleet	PROSERVICE			1,000.00			
							1,000.00			
						CHECK TOTAL	**1,000.00**			
2252	Millers Towing and Tr	0000		EFT	04/19/2024	181693		81758	86876	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 43100		GenFleet	PROSERVICE			136.00			

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WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							136.00			
2252	Millers Towing and Tr	0000		EFT	03/29/2024	181199		81767	86885	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20106010 43100		MVHFleet	PROSERVICE		70.00				
							70.00			
2252	Millers Towing and Tr	0000		EFT	04/13/2024	181550		81768	86886	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106010 43100		GenFleet	PROSERVICE		70.00				
							70.00			
						CHECK TOTAL	**276.00**			
2055	MJ Insurance Inc	0000		EFT	03/20/2024	388418		81757	86875	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101011 43100		GenMayorOf	PROSERVICE		-990.00				
							-990.00			
2055	MJ Insurance Inc	0000	22400200	EFT	03/25/2024	389352		82092	87226	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10101011 43100		GenMayorOf	PROSERVICE		165.84				
	2 60601011 43100		SewMayor	PROSERVICE		621.00				
	3 62601011 43100		SWMayor	PROSERVICE		256.16				
							1,043.00			
						CHECK TOTAL	**53.00**			
234	Municipal Emergency S	0000		EFT	04/24/2024	IN2028134		82099	87235	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105015 42231		GenSafeTr	UNIFORMS		912.00				
							912.00			
						CHECK TOTAL	**912.00**			
2716	Nelson & Co LLC	0000		EFT	04/21/2024	SI160161		81745	86862	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105015 42231		GenSafeTr	UNIFORMS		661.95				
							661.95			
2716	Nelson & Co LLC	0000		EFT	04/19/2024	SI160090		81834	86953	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10108012 42200		GenPatrol	OPERSUP		26.40				
							26.40			

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Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2716	Nelson & Co LLC	0000		EFT	04/11/2024	SI159746		81835	86954	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10108012 43100		GenPatrol	PROSERVICE			45.00			
							45.00			
2716	Nelson & Co LLC	0000		EFT	04/28/2024	SI160364		82007	87137	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105015 42231		GenSafeTr	UNIFORMS			616.19			
							616.19			
						CHECK TOTAL	**1,349.54**			
327	Nelson Alarm Inc.	0000		INV	04/21/2024	240401518		81974	87101	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			1,072.00			
							1,072.00			
327	Nelson Alarm Inc.	0000		INV	04/21/2024	240401541		81975	87102	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			147.00			
							147.00			
327	Nelson Alarm Inc.	0000		INV	04/21/2024	240401934		82207	87368	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			300.00			
							300.00			
						CHECK TOTAL	**1,519.00**			
4184	Nezat Training and Co	0000	22400364	EFT	03/21/2024	30461		82186	87346	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWater	PROSERVICE			5,250.00			
							5,250.00			
						CHECK TOTAL	**5,250.00**			
4393	Nicole Pence Becker	0000	22400187	EFT	05/02/2024	202903		82343	87513	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101014 43100		GenEcon	PROSERVICE			6,665.00			
							6,665.00			
						CHECK TOTAL	**6,665.00**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4537	Noblesville Creates I	0000		EFT	05/04/2024	040424NC		82346	87516	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10103012 43100		GenPZ	PROSERVICE			2,500.00			
							2,500.00			
						CHECK TOTAL	**2,500.00**			
2184	North American Rescue	0000	22400242	EFT	04/20/2024	IN790332		82009	87139	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			456.34			
							456.34			
2184	North American Rescue	0000	22400242	EFT	04/24/2024	IN791104		82011	87141	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			1,217.49			
							1,217.49			
2184	North American Rescue	0000	22400242	EFT	04/20/2024	IN790333		82013	87144	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			260.47			
	2 10105012 42200		GenEMS	OPERSUP			17.53			
							278.00			
						CHECK TOTAL	**1,951.83**			
590	Nugent Inc	0000		EFT	03/28/2024	1477235		81923	87048	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			342.00			
							342.00			
590	Nugent Inc	0000	22400330	EFT	03/21/2024	1476473		82124	87265	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			2,052.00			
							2,052.00			
						CHECK TOTAL	**2,394.00**			
335	Office Three Sixty In	0000		EFT	04/05/2024	2834410		80867	85766	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101017 42200		GenFndCS	OPERSUP			40.59			
							40.59			
335	Office Three Sixty In	0000		EFT	04/06/2024	2834410B2		80868	85768	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101017 42200		GenFndCS	OPERSUP			14.78			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							14.78			
335	Office Three Sixty In	0000		EFT	04/19/2024	2844740		81703	86819	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS	OPERSUP			189.95			
							189.95			
335	Office Three Sixty In	0000		EFT	04/24/2024	2848421		81830	86949	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			32.12			
							32.12			
335	Office Three Sixty In	0000		EFT	04/24/2024	2848421B1		81831	86950	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			19.50			
							19.50			
						CHECK TOTAL	**296.94**			
99996	Katie Jahn	0000		INV	04/18/2024	Katie Jahn		81426	86533	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 62609014 43905		SWPWWater	Cont Exp			9,650.00			
							9,650.00			
						CHECK TOTAL	**9,650.00**			
99996	Lauren Williams	0000		INV	04/14/2024	Lauren Williams		81294	86391	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 62609014 43905		SWPWWater	Cont Exp			2,149.00			
							2,149.00			
						CHECK TOTAL	**2,149.00**			
4575	OP SPE PHX1 LLC	0000		INV	04/09/2024	82074		82074	87208	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			39.79			
	2 60600000 34900		Sew	USERFEES			79.58			
							119.37			
						CHECK TOTAL	**119.37**			
340	Ott Equipment Service	0000		EFT	03/22/2024	46987		82185	87345	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 43100		GenFleet	PROSERVICE			591.50			
							591.50			

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Detail Invoice List

WARRANT: 4924 04/05/2024
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CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	591.50			
3198	Outdoor Home Services	0000	22400139	EFT	03/29/2024	188840209		82046	87180	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		457.95				
							457.95			
3198	Outdoor Home Services	0000	22400157	EFT	04/03/2024	189044534		82151	87294	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		87.33				
							87.33			
3198	Outdoor Home Services	0000	22400157	EFT	04/09/2024	189302301		82223	87388	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		63.90				
							63.90			
3198	Outdoor Home Services	0000	22400157	EFT	04/09/2024	189298811		82224	87389	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		76.68				
							76.68			
3198	Outdoor Home Services	0000	22400157	EFT	04/05/2024	189193802		82225	87390	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		79.87				
							79.87			
3198	Outdoor Home Services	0000	22400157	EFT	04/05/2024	189166691		82226	87391	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		69.22				
							69.22			
3198	Outdoor Home Services	0000	22400157	EFT	04/05/2024	189171170		82227	87392	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		79.87				
							79.87			
3198	Outdoor Home Services	0000	22400157	EFT	04/05/2024	189173747		82228	87393	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		69.22				
							69.22			
3198	Outdoor Home Services	0000	22400157	EFT	04/05/2024	189176567		82229	87394	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		76.68				
							76.68			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
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CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3198	Outdoor Home Services	0000	22400157	EFT	04/05/2024	189184657		82230	87395	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWater	PROSERVICE			76.68			
							76.68			
						CHECK TOTAL	**1,137.40**			
3972	Parker Fence LLC3	0000	22400182	EFT	04/25/2024	32224		82039	87172	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			13,600.00			
							13,600.00			
						CHECK TOTAL	**13,600.00**			
4035	People Driven Technol	0000	22400229	EFT	04/20/2024	INV10542		81976	87104	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			393.76			
	2 60606050 43100		SewIT	PROSERVICE			84.37			
	3 62606050 43100		SWIT	PROSERVICE			84.37			
							562.50			
						CHECK TOTAL	**562.50**			
4566	Philip & Bethany Mais	0000		INV	04/09/2024	82065		82065	87199	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			79.58			
							79.58			
						CHECK TOTAL	**79.58**			
384	Pinnacle Partners Inc	0000	22301288	EFT	04/24/2024	51421		81978	87106	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			2,929.88			
	2 10106050 43100		GenIT	PROSERVICE			9,691.32			
	3 60606050 43100		SewIT	PROSERVICE			1,211.42			
	4 62606050 43100		SWIT	PROSERVICE			1,211.42			
							15,044.04			
						CHECK TOTAL	**15,044.04**			
366	Plumbers Supply Compa	0000		EFT	04/25/2024	90754460		81887	87007	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			149.15			

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WARRANT: 4924 04/05/2024
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CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							149.15			
366	Plumbers Supply Compa	0000		EFT	04/25/2024	90758145		82265	87432	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			59.64			
							59.64			
						CHECK TOTAL	**208.79**			
4474	Pond Management Group	0000		EFT	12/01/2023	INV-23-28861		82263	87431	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			425.00			
							425.00			
						CHECK TOTAL	**425.00**			
3789	Proteam Tactical Perf	0000	22300407	EFT	05/03/2024	1167		82298	87467	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 43100		GenEMS	PROSERVICE			7,650.00			
							7,650.00			
						CHECK TOTAL	**7,650.00**			
3328	Proveli LLC	0000		EFT	04/18/2024	87484		81868	86988	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS	OPERSUP			1,091.53			
							1,091.53			
3328	Proveli LLC	0000		EFT	04/19/2024	88022		81869	86989	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS	OPERSUP			355.23			
							355.23			
3328	Proveli LLC	0000		EFT	03/22/2024	85771		81893	87014	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS	OPERSUP			825.00			
							825.00			
3328	Proveli LLC	0000	22400246	EFT	03/28/2024	86658		82014	87143	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS	OPERSUP			3,735.00			
							3,735.00			
3328	Proveli LLC	0000	22400247	EFT	03/15/2024	84847		82016	87146	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS	OPERSUP			2,022.72			

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WARRANT: 4924 04/05/2024
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CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							2,022.72			
						CHECK TOTAL	**8,029.48**			
374	PVS Nolwood Chemicals	0000	22301372	EFT	04/24/2024	827533		82196	87356	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60609014 42200		SewPWWaterOPERSUP			12,167.32				
							12,167.32			
						CHECK TOTAL	**12,167.32**			
433	RCS Contractor Suppli	0000		EFT	04/18/2024	1-542239		81702	86818	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20106191 42200		MVHICSRTS OPERSUP			81.00				
							81.00			
						CHECK TOTAL	**81.00**			
805	Republic Services of	0000	22300708	EFT	04/14/2024	0761-006376526		82027	87158	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild PROSERVICE			139.77				
							139.77			
805	Republic Services of	0000	22400121	EFT	04/14/2024	0761-006375350		82174	87321	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild PROSERVICE			273.23				
							273.23			
805	Republic Services of	0000	22300708	EFT	04/14/2024	0761-006373686		82218	87380	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild PROSERVICE			5,363.12				
	2 21105058 43100		MNCPLHDFNDPROSERVICE			32.00				
	3 60609014 43100		SewPWWaterPROSERVICE			68.50				
							5,463.62			
						CHECK TOTAL	**5,876.62**			
4560	Rita Wesling	0000		INV	04/09/2024	82059		82059	87193	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 60600000 34900		Sew USERFEES			39.79				
							39.79			
						CHECK TOTAL	**39.79**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
440	RQAW Corporation	0000	22301199	EFT	03/30/2024	3500		82023	87154	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60854010 43100		SWRCPTENG	PROSERVICE			19,440.00			
							19,440.00			
							CHECK TOTAL	**19,440.00**		
4559	Ryne Rayburn	0000		INV	04/09/2024	82058		82058	87192	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60600000 34900		Sew	USERFEES			39.79			
							39.79			
							CHECK TOTAL	**39.79**		
3550	Shambaugh & Son LP	0000	22400359	EFT	03/18/2024	18653677		82180	87340	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWater	PROSERVICE			9,250.00			
							9,250.00			
							CHECK TOTAL	**9,250.00**		
466	Sharp Printing Servic	0000		EFT	05/04/2024	102224		82341	87511	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			455.00			
							455.00			
466	Sharp Printing Servic	0000		EFT	05/03/2024	102219		82342	87512	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 62609014 42200		SWPWWater	OPERSUP			207.50			
							207.50			
466	Sharp Printing Servic	0000		EFT	04/12/2024	101341		82349	87519	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 21703012 43100		PZDON	PROSERVICE			425.00			
							425.00			
							CHECK TOTAL	**1,087.50**		
466	Sharp Printing Servic	0000		EFT	05/01/2024	102189		82178	87325	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20104010 42200		MVHEng	OPERSUP			30.00			
	2 60604010 42200		SewEng	OPERSUP			25.00			
	3 62604010 42200		SWEng	OPERSUP			25.00			
							80.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	**80.00**			
3062	SHI International Cor	0000	22400143	EFT	04/21/2024	B18113843		81979	87108	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			6,308.64			
							6,308.64			
						CHECK TOTAL	**6,308.64**			
486	Signal Construction,	0000	22301297	EFT	04/27/2024	4192		81986	87115	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20104010 43100		MVHEng	PROSERVICE			393.75			
							393.75			
						CHECK TOTAL	**393.75**			
201	SiteOne Landscape Sup	0000	22400092	EFT	06/15/2024	137526623-004		82165	87308	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT	OPERSUP			1,266.47			
							1,266.47			
201	SiteOne Landscape Sup	0000	22400092	EFT	06/15/2024	137526623-005		82287	87455	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT	OPERSUP			6,285.96			
							6,285.96			
						CHECK TOTAL	**7,552.43**			
1424	Smartsheet Inc	0000	22400370	EFT	04/24/2024	INV1782011		82280	87447	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101012 43100		GenBSG	PROSERVICE			64,100.00			
							64,100.00			
						CHECK TOTAL	**64,100.00**			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	02/22/2024	ARIV1012491		82019	87150	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 44391011 43100		ECNDEVMY	PROSERVICE			930.00			
							930.00			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	02/14/2024	ARIV1012540		82020	87151	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 44391011 43100		ECNDEVMY	PROSERVICE			5,000.00			
							5,000.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4198	SMG US Midco 2 Inc	0000	22301414	EFT	02/23/2024	ARIV1012707		82022	87153	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		833.33				
							833.33			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	02/28/2024	ARIV1012857		82026	87157	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		3,465.37				
							3,465.37			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/07/2024	ARIV1012970		82029	87161	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		50.00				
							50.00			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/13/2024	ARIV1012993		82031	87162	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		153.84				
							153.84			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/16/2024	ARIV1013021		82033	87165	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		5,000.00				
							5,000.00			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/20/2024	ARIV1013262		82035	87167	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		6,522.04				
							6,522.04			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/21/2024	ARIV1013386		82036	87169	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		9,659.97				
							9,659.97			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/17/2024	ARIV1013415		82037	87170	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		833.33				
							833.33			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/22/2024	ARIV1013453		82040	87173	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		50.00				
							50.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/23/2024	ARIV1013461		82041	87174	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		15,682.05				
							15,682.05			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/23/2024	ARIV1013462		82043	87176	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		21,990.30				
							21,990.30			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/23/2024	ARIV1013463		82045	87179	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		23,225.08				
							23,225.08			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/23/2024	ARIV1013464		82048	87182	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		26,451.72				
							26,451.72			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	04/03/2024	ARIV1013727		82049	87183	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		50.00				
							50.00			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	04/14/2024	ARIV1013811		82050	87184	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		5,000.00				
							5,000.00			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	04/13/2024	ARIV1013897		82076	87211	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		5,891.57				
							5,891.57			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	04/15/2024	ARIV1013934		82079	87214	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		153.84				
							153.84			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/19/2024	ARIV1014058		82083	87218	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		28,164.29				
							28,164.29			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/19/2024	ARIV1014059		82086	87221	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		26,018.01				
							26,018.01			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/21/2024	ARIV1014139		82088	87223	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		14,810.19				
							14,810.19			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	03/19/2024	ARIV1014201		82094	87229	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		608.70				
							608.70			
4198	SMG US Midco 2 Inc	0000	22301414	EFT	04/26/2024	ARIV1014359		82097	87232	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 44391011 43100		ECNDEVMY	PROSERVICE		10,000.00				
							10,000.00			
						CHECK TOTAL	**210,543.63**			
2372	Smyrna Ready Mix Conc	0000		EFT	04/19/2024	1020476408		81686	86801	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20106191 42200		MVHICSRTS	OPERSUP		1,177.50				
							1,177.50			
						CHECK TOTAL	**1,177.50**			
2114	St Vincent Health, We	0000		EFT	04/27/2024	20-41712		82322	87490	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105011 43100		GenFireAdm	PROSERVICE		40.86				
							40.86			
2114	St Vincent Health, We	0000		EFT	04/27/2024	20-41714		82324	87492	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105011 43100		GenFireAdm	PROSERVICE		214.88				
							214.88			
2114	St Vincent Health, We	0000	22400311	EFT	04/27/2024	20-41715		82325	87493	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105011 43100		GenFireAdm	PROSERVICE		2,077.83				
							2,077.83			
						CHECK TOTAL	**2,333.57**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1809	State of Indiana	0000		INV	04/21/2024	000082078		81906	87030	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 81304010 44920		ENG-PILOS	CAPEXP			857,303.80			
							857,303.80			
						CHECK TOTAL	**857,303.80**			
460	Stericycle, Inc.	0000		EFT	04/15/2024	8006684777		82367	87537	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 43100		GenEMS	PROSERVICE			362.68			
							362.68			
						CHECK TOTAL	**362.68**			
3266	Steve Blanchard	0000		EFT	04/09/2024	869371		81955	87080	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10101016 43100		GenPR	PROSERVICE			60.00			
							60.00			
						CHECK TOTAL	**60.00**			
507	Sunbelt Rentals Inc	0000		EFT	03/14/2024	150335649-0001		81665	86780	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			1,047.70			
							1,047.70			
507	Sunbelt Rentals Inc	0000		EFT	03/29/2024	149797321-0002		81667	86782	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			-32.62			
							-32.62			
507	Sunbelt Rentals Inc	0000		EFT	04/09/2024	150753870-0002		81668	86783	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			1,187.50			
							1,187.50			
						CHECK TOTAL	**2,202.58**			
3047	Sweetwater Sound Hold	0000		EFT	04/04/2024	39155689		81331	86430	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 42200		GenIT	OPERSUP			1,448.00			
							1,448.00			
						CHECK TOTAL	**1,448.00**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3019	Taylored Systems LLC	0000		EFT	04/15/2024	106439		81332	86432	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			185.99			
							185.99			
						CHECK TOTAL	**185.99**			
2268	Teleflex LLC	0000		EFT	04/13/2024	9508178736		81697	86813	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			558.10			
							558.10			
2268	Teleflex LLC	0000		EFT	04/13/2024	9508178738		81698	86815	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			303.40			
							303.40			
2268	Teleflex LLC	0000		EFT	04/20/2024	9508210588		82101	87236	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			558.10			
							558.10			
2268	Teleflex LLC	0000		EFT	04/20/2024	9508210590		82102	87237	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105012 42200		GenEMS	OPERSUP			303.40			
							303.40			
						CHECK TOTAL	**1,723.00**			
572	The Sherwin-Williams	0000		EFT	05/20/2024	3151-9		82286	87454	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			195.06			
							195.06			
						CHECK TOTAL	**195.06**			
998	The TAG Art Company	0000		EFT	04/10/2024	3281		80930	85831	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 43100		GenParks	PROSERVICE			1,100.00			
							1,100.00			
						CHECK TOTAL	**1,100.00**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2215	Thieneman Constructio	0000	22301068	EFT	03/15/2024	Pay#10-LS SR37/141st		81972	87093	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 37804010 44920		SR37PRJENG CAPEXP			37,987.11				
	2 37804010 44920		SR37PRJENG CAPEXP			55,056.49				
							93,043.60			
						CHECK TOTAL	**93,043.60**			
532	Tiffany Lawn & Garden	0000		EFT	05/10/2024	486061/1		81756	86874	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106193 42200		GFICPKSMNT OPERSUP			1,560.00				
	2 10109012 43100		GenPWBuild PROSERVICE			632.00				
							2,192.00			
532	Tiffany Lawn & Garden	0000		EFT	05/14/2024	486876/1		81871	86991	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106193 42200		GFICPKSMNT OPERSUP			1,560.00				
	2 10109013 43100		GenPWParks PROSERVICE			632.00				
							2,192.00			
532	Tiffany Lawn & Garden	0000		EFT	05/13/2024	18232/3		81872	86992	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106193 42200		GFICPKSMNT OPERSUP			252.00				
							252.00			
532	Tiffany Lawn & Garden	0000		EFT	05/13/2024	18238/3		81873	86993	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106193 42200		GFICPKSMNT OPERSUP			252.00				
							252.00			
532	Tiffany Lawn & Garden	0000		EFT	04/26/2024	18464/3		81907	87029	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106193 42200		GFICPKSMNT OPERSUP			210.00				
							210.00			
						CHECK TOTAL	**5,098.00**			
1692	TK Elevator Corporati	0000		EFT	03/01/2024	3007711665		82115	87250	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10109012 43100		GenPWBuild PROSERVICE			674.92				
							674.92			
						CHECK TOTAL	**674.92**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2039	Ultimate Technologies	0000	22400250	EFT	03/22/2024	ARI001126		81985	87114	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10301011 43100		PSAPMYR	PROSERVICE			9,687.96			
							9,687.96			
2039	Ultimate Technologies	0000	22301287	EFT	04/02/2024	ARI001142		82272	87439	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 42200		GenIT	OPERSUP			9,331.70			
							9,331.70			
2039	Ultimate Technologies	0000	22400353	EFT	04/02/2024	ARI001147		82276	87443	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 42200		GenIT	OPERSUP			8,526.25			
	2 10106050 43100		GenIT	PROSERVICE			12,450.82			
							20,977.07			
2039	Ultimate Technologies	0000	22400352	EFT	04/02/2024	ARI001150		82277	87444	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 42200		GenIT	OPERSUP			18,009.48			
	2 10106050 43100		GenIT	PROSERVICE			6,986.38			
							24,995.86			
2039	Ultimate Technologies	0000	22400354	EFT	04/02/2024	ARI001151		82278	87445	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			11,907.36			
							11,907.36			
2039	Ultimate Technologies	0000	22400350	EFT	04/03/2024	ARI001153		82291	87460	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 42200		GenIT	OPERSUP			2,733.50			
	2 10106050 43100		GenIT	PROSERVICE			671.64			
							3,405.14			
						CHECK TOTAL	**80,305.09**			
2071	Utility Pipe Sales of	0000		EFT	04/27/2024	3190741-00		82312	87481	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			800.00			
							800.00			
						CHECK TOTAL	**800.00**			

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Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
614	Van Ausdall & Farrar	0000	22400237	EFT	04/19/2024	606840		81990	87119	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			73.52			
	2 62606050 43100		SWIT	PROSERVICE			0.00			
							73.52			
614	Van Ausdall & Farrar	0000	22400237	EFT	04/24/2024	607328		81994	87123	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			65.31			
	2 62606050 43100		SWIT	PROSERVICE			0.00			
							65.31			
614	Van Ausdall & Farrar	0000	22400237	EFT	04/24/2024	607327		81996	87125	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			21.99			
	2 62606050 43100		SWIT	PROSERVICE			0.00			
							21.99			
614	Van Ausdall & Farrar	0000	22400237	EFT	04/30/2024	84368		81997	87126	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106050 43100		GenIT	PROSERVICE			6,309.77			
	2 62606050 43100		SWIT	PROSERVICE			484.99			
							6,794.76			
						CHECK TOTAL	**6,955.58**			
3510	Veridus Group Inc	0000		EFT	04/11/2024	203193		81713	86830	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 47140000 43100		FishersI69	PROSERVICE			2,195.92			
							2,195.92			
						CHECK TOTAL	**2,195.92**			
398	Warrens Turf	0000		EFT	04/20/2024	213091		81884	87004	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT	OPERSUP			159.80			
							159.80			
398	Warrens Turf	0000		EFT	04/19/2024	213006		81885	87005	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT	OPERSUP			199.75			
							199.75			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
398	Warrens Turf	0000		EFT	04/19/2024	212979		81886	87006	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT	OPERSUP			159.80			
							159.80			
398	Warrens Turf	0000		EFT	04/28/2024	213627		82284	87452	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS	OPERSUP			269.70			
							269.70			
398	Warrens Turf	0000		EFT	04/24/2024	213258		82285	87453	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS	OPERSUP			269.70			
							269.70			
						CHECK TOTAL	**1,058.75**			
654	Waste Mgmt of Indiana	0000		EFT	04/28/2024	0133547-4672-2		82149	87292	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 43100		SewPWWater	PROSERVICE			830.88			
							830.88			
						CHECK TOTAL	**830.88**			
645	WEX Bank	0000		EFT	04/26/2024	96093621		82152	87295	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106010 42221		GenFleet	FUEL			1,308.12			
	2 20106010 42221		MVHFleet	FUEL			137.80			
							1,445.92			
						CHECK TOTAL	**1,445.92**			
2380	Whites Ace Hardware F	0000		EFT	04/18/2024	37518697		81883	87003	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT	OPERSUP			32.28			
							32.28			
						CHECK TOTAL	**32.28**			
2737	Wild Ridge Lawn & Lan	0000	22400046	EFT	04/30/2024	32361		82181	87341	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20109011 43100		MVHPWStr	PROSERVICE			31,872.60			
							31,872.60			
						CHECK TOTAL	**31,872.60**			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2159	Williams Creek Manage	0000	22400004	EFT	04/26/2024	24045		82153	87296	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 62609014 43100		SWPWWater	PROSERVICE			14,440.00			
							14,440.00			
						CHECK TOTAL	**14,440.00**			
4513	Willygoat LLC	0000	22400292	EFT	04/14/2024	214177		82164	87307	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10107010 42200		GenParks	OPERSUP			2,641.00			
							2,641.00			
						CHECK TOTAL	**2,641.00**			
4086	Worden Tree Team/ DBA	0000		EFT	04/24/2024	03-25-2024		81896	87017	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10109013 43100		GenPWParks	PROSERVICE			900.00			
							900.00			
						CHECK TOTAL	**900.00**			
1309	WW Grainger Inc	0000		EFT	04/17/2024	9056228357		81602	86715	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 60609014 42200		SewPWWater	OPERSUP			115.04			
							115.04			
1309	WW Grainger Inc	0000		EFT	04/19/2024	9059200916		81709	86825	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			398.42			
							398.42			
1309	WW Grainger Inc	0000		EFT	04/19/2024	9059200908		81710	86826	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			177.30			
							177.30			
1309	WW Grainger Inc	0000		EFT	04/19/2024	9059200890		81711	86827	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			154.12			
							154.12			
1309	WW Grainger Inc	0000		EFT	04/19/2024	9059200882		81712	86828	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			28.26			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							28.26			
1309	WW Grainger Inc	0000		EFT	04/20/2024	9060744175		81858	86978	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN OPERSUP				1,744.92			
							1,744.92			
1309	WW Grainger Inc	0000		EFT	04/20/2024	9060744217		81859	86979	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT OPERSUP				77.54			
							77.54			
1309	WW Grainger Inc	0000		EFT	04/20/2024	9060744167		81861	86981	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT OPERSUP				63.06			
							63.06			
1309	WW Grainger Inc	0000		EFT	04/20/2024	9060744191		81863	86983	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT OPERSUP				177.30			
							177.30			
1309	WW Grainger Inc	0000		EFT	04/20/2024	9060744183		81864	86984	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN OPERSUP				694.02			
							694.02			
1309	WW Grainger Inc	0000		EFT	04/24/2024	9064610844		81876	86996	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN OPERSUP				375.94			
							375.94			
1309	WW Grainger Inc	0000		EFT	04/24/2024	9064610828		81877	86997	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN OPERSUP				74.74			
	2 20106191 42200		MVHICSRTS OPERSUP				197.20			
							271.94			
1309	WW Grainger Inc	0000		EFT	04/24/2024	9064610836		81878	86998	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106193 42200		GFICPKSMNT OPERSUP				122.80			
							122.80			
1309	WW Grainger Inc	0000		EFT	04/24/2024	9064610810		81879	86999	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN OPERSUP				54.20			
	2 10106193 42200		GFICPKSMNT OPERSUP				411.04			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							465.24			
1309	WW Grainger Inc	0000		EFT	04/20/2024	9060744225		81880	87000	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			100.00			
							100.00			
1309	WW Grainger Inc	0000		EFT	04/20/2024	9060744209		81881	87001	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			131.88			
							131.88			
1309	WW Grainger Inc	0000		EFT	04/24/2024	9064610802		81899	87022	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			84.22			
							84.22			
1309	WW Grainger Inc	0000		EFT	04/25/2024	9065880008		81900	87023	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 20106191 42200		MVHICSRTS	OPERSUP			35.36			
							35.36			
1309	WW Grainger Inc	0000		EFT	04/25/2024	9065409998		81901	87024	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			113.32			
							113.32			
1309	WW Grainger Inc	0000		EFT	04/25/2024	9065409980		81916	87041	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMN	OPERSUP			261.64			
	2 60609014 42200		SewPWWater	OPERSUP			15.81			
							277.45			
1309	WW Grainger Inc	0000		EFT	04/17/2024	9055727813		82096	87231	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			17.90			
							17.90			
1309	WW Grainger Inc	0000		EFT	04/25/2024	9066550329		82237	87402	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			124.41			
							124.41			
1309	WW Grainger Inc	0000		EFT	04/26/2024	9067309824		82238	87403	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10105013 42200		GenLogist	OPERSUP			250.92			
							250.92			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	04/27/2024	9068677468		82289	87457	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMNOPERSUP				87.03			
							87.03			
1309	WW Grainger Inc	0000		EFT	04/27/2024	9068677476		82297	87466	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMNOPERSUP				368.95			
							368.95			
1309	WW Grainger Inc	0000		EFT	04/27/2024	9068677484		82300	87469	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMNOPERSUP				40.00			
							40.00			
1309	WW Grainger Inc	0000		EFT	04/28/2024	9070221149		82302	87471	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMNOPERSUP				665.91			
							665.91			
1309	WW Grainger Inc	0000		EFT	05/01/2024	9070667812		82305	87473	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMNOPERSUP				25.96			
							25.96			
1309	WW Grainger Inc	0000		EFT	05/01/2024	9070667820		82306	87475	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMNOPERSUP				56.85			
							56.85			
1309	WW Grainger Inc	0000		EFT	05/01/2024	9070667788		82307	87476	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMNOPERSUP				34.11			
							34.11			
1309	WW Grainger Inc	0000		EFT	05/01/2024	9070667796		82308	87477	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMNOPERSUP				14.39			
							14.39			
1309	WW Grainger Inc	0000		EFT	05/01/2024	9070667804		82309	87478	
	ACCOUNT DETAIL						**LINE AMOUNT**			
	1 10106192 42200		GFICBLDGMNOPERSUP				93.12			
							93.12			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 4924 04/05/2024
DUE DATE: 04/05/2024

CASH ACCOUNT: 99900000 10100 APCash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1309	WW Grainger Inc	0000		EFT	05/01/2024	9070667770		82310	87479	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20106191 42200		MVHICSRTS	OPERSUP		411.12				
							411.12			
1309	WW Grainger Inc	0000		EFT	05/01/2024	9070667762		82311	87480	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 20106191 42200		MVHICSRTS	OPERSUP		10.48				
							10.48			
						CHECK TOTAL	**7,809.28**			
2036	Zayo Group Holdings I	0000	22400089	EFT	04/30/2024	2024040028823		82269	87436	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10106050 43100		GenIT	PROSERVICE		2,771.67				
	2 60606050 43100		SewIT	PROSERVICE		1,154.86				
	3 62606050 43100		SWIT	PROSERVICE		692.92				
							4,619.45			
						CHECK TOTAL	**4,619.45**			
710	Zoll Medical Corp	0000		EFT	04/17/2024	3936006		81364	86466	
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 10105012 42200		GenEMS	OPERSUP		1,381.80				
							1,381.80			
						CHECK TOTAL	**1,381.80**			
507	**INVOICES**					**WARRANT TOTAL**	**3,650,956.55**	**3,650,956.55**		
						CASH ACCOUNT BALANCE		**33,333,554.09**		

Board Action Form

MEETING DATE	April 9, 2024			
TITLE	Resolution to approve a Professional Services Agreement with Telamon Energy, LLC.			
SUBMITTED BY	Name & Title: Ross Hilleary, Director Planning & Zoning Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1st Reading	☐ 2nd Reading	☐ Public Hearing	☐ 3rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R040924	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ 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	

Form Revised: 03/20/2019

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:*	

BACKGROUND (Includes description, background, and justification)	In 2023 the Planning & Zoning Department and Department of Public Works concluding a Solar Summary in 2023 of municipal owned properties with Telamon Energy. The City then applied for a Department of Energy (DOE) Energy Efficienct and Conservation Block Grant (EECBG) and was awarded vouchers to cover the cost of installtion of solar at two properties. The City would like to continue the relationship with Telamon Energy to enter into a Professional Services Agreement to manage the reporting of the EECBG and installation of solar. The Proffessional Service Agreement is not to exceed $36,720.00	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	$36,720.00
	Expenditure $:	N/A
	Source of Funds:	General Fund
	Additional Appropriation #:	N/A
	Narrative:	N/A

OPTIONS (Include *Deny Approval* Option)	1.	Approve
	2.	Deny
	3.	Continue
	4.	Take no action

PROJECT TIMELINE	Installation would occur in 2024.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff request approve of the Proffessional Services Agreement as presented.
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Professional Services Agreement 3. Fishers Solar Summary

RESOLUTION NO. R040924

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT (TELAMON ENERGY)

WHEREAS, the Planning and Zoning Department of the City of Fishers, Indiana (the "City) has identified the ability reduce energy use by installation of solar panels and federal reporting to the Department of Energy ("Services");

WHEREAS, Telamon Energy (the "Consultant") has the necessary qualifications, experience and abilities to provide the Services to the City; and

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

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

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

Section 2. The Mayor is authorized to execute an agreement substantially similar to the Agreement and any ancillary documents needed to implement 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 9th day of April, 2024.

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

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____day of _____2024 (the "Effective Date") by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the "City"), Telamon Energy, 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 services as specifically included in the Scope of Work attached hereto and incorporated herein as Exhibit A (individually or collectively, the "Services").

   The "Agreement" shall mean this Services Agreement executed by City and Consultant, and shall include these Terms and Conditions, the Exhibits attached hereto and any written supplemental agreement or modification entered into between City and Consultant, in writing, after the date of this Agreement.

   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.

2. **TERM.** This Agreement shall be for a period commencing on the Effective Date and ending on the earlier of (a) completion of the Services, or (b) December 31, 2024, 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 fully satisfying its obligations included herein, Consultant shall be paid as set forth in Exhibit A, not to exceed $36,720.00 (the "Consideration"); provided, however, the Consultant acknowledges that to be timely paid, the Consultant shall within ten (10) days of the Effective Date, provide City (a) the completed EFT form attached as Exhibit B (the "EFT Form"), and, if not previously provided to the City during 2024, (b) a completed 1099 form. All Compensation shall be paid to Consultant by EFT and paid into the account included on the EFT Form.

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. **INSURANCE**.

Consultant shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Consultant's operations under this Agreement, whether such operations be by Consultant or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

2) Claims for damages because of bodily injury and personal injury, including death, and;
3) Claims for damages to property.

Consultant's insurance shall be not less than the amounts shown below:

A. Commercial General Liability

Limits of Liability:	$2,000,000 General Aggregate
	$2,000,000 Products & Completed Ops.
	$1,000,000 Bodily Injury / Prop. Damage
	$1,000,000 Personal / Advertising Injury
	$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	$1,000,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

Coverage A (Worker's Comp.)	Statutory Minimum Requirements

D. Excess Liability (Umbrella Form)

Limits of Liability	$5,000,000 Each Occurrence

E. Professional/Errors & Omissions Liability

Limits of Liability	$1,000,000 Each Occurrence
	$2,000,000 Aggregate

With the prior approval of City, Consultant may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Consultant shall be responsible for all deductibles.

Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Consultant to the above enumerated amounts.

7. 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.

8. GOVERNING LAW.

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.

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 deem severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

9. **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 C 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.

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

By: _____
Scott Fadness, Mayor

Telamon Energy, LLC

By: _____

Its: _____

EXHIBIT A
SCOPE OF WORK

SCOPE OF SERVICES TO BE PROVIDED BY THE TELAMON ENERGY TO CITY OF FISHERS

Pursuant to the Agreement for Professional Services, dated April 9, 2024, by and between City of Fishers ("Customer") and Telamon Energy, LLC ("Professional"), Professional agrees to provide the following services ("Services") to design, manage and support the solar array project[s] to be located at the Billericay Park and Lift Station #1. The parties estimate the size of the Solar Projects will be approximately [105.2 KWdc].

Scope of Professional Services to be Provided: (per cent of total project cost)

1. Engineering Services 40%

2. Bid Management Services 20%

3. Project Management Services 25%

4. Project Close-out and Commissioning Services 15%

I. Engineering Services Include:

1. Determine size of the Solar Projects at each site in DC and AC

2. Determine number, size, and type of panels to be used

3. Determine type of inverter to be used

4. Determine interconnection location and system

5. Provide initial design options

6. Once a decision is made as to location and size, complete 30% drawings and final design.

7. After review with all agencies, complete construction designs to be used for bidding purposes.

8. Attend pre-bid meeting to answer questions

9. Attend as needed regular construction meetings

10. Provide answers to contractor's questions.

11. Review and approve final close-out documents

12. Design educational piece in for Billericay Park

II. Bid Management Services Include:

1. Prepare all necessary bid documents for approval by Customer and utilities

2. Write necessary legal notices and submit to appropriate agencies

3. Provide necessary bid documents to all interested companies (appropriate duplication charges may apply)

4. Provide schedule to accept, open, evaluate, and recommend approval of contractor to the Utility Director

5. Organize and lead the pre-bid meeting

6. Organize and lead the on-site visit if requested by any interested contractor

7. Attend and record the Bid opening.

8. Determine and lead the evaluation team.

9. Lead the evaluation team to a recommended contractor and provider of supplies.

10. Answer any concerns with the non-selected contractors.

Notwithstanding anything to the contrary in this Exhibit A or the underlying Agreement, Professional shall not be responsible for providing any legal advice or compliance advice concerning statutory requirements under any federal or state statute governing the bid process. Instead, Customer is responsible for obtaining its own legal advice as to compliance with any statute, law or regulation concerning the bid process.

III. Project Management Services Include:

1. After contractor is determined via the evaluation bidding process, develop a construction schedule and present to the owner for approval.

2. Lead and oversee responses to request for substitution of equipment approval.

3. Collect all written notices of clarification and assign person responsible for answering and keep record of questions and answers provided.

4. Communicate on a regular basis with the owner.

5. Collect, evaluate, and recommend to the owner all requests for change orders.

IV. Project Close-out and Commissioning Services Include:

1. Coordinate with each utility company as-needed testing processes.

2. Coordinate and schedule with each utility company the go-live schedule.

3. If desired by the Customer, schedule and organize any ribbon-cutting Kickoff activity.

V. Professional Fees:

The professional fee for the above scope of work including all engineering design and professional service fees incurred or to be incurred going forward to the completion of the project is $36,720 for the anticipated project size of 105.2 KW DC. This fee is to be billed not more than every 30 days on a percent (%) complete basis.

VI. Reimbursable Expenses:

If the Professional incurs any of the following expenses then the Customer shall reimburse the following fees to the Professional

1. Permitting Fees

2. Interconnection Fees

3. Interconnection study Fees.

EXHIBIT B
EFT Form

EXHIBIT C
E-VERIFY AFFIDAVIT

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

1. Consultant is enrolled in and is participating in the E-Verify program;

2. Consultant does not knowingly employ any unauthorized aliens; and

3. Simultaneously with this E-Verify Affidavit, Contactor has provided documentation that it has enrolled and is participating in the E-Verify program.

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

_____

_____

Its: _____
[*SIGNATORY'S POSITION]*

Solar Feasibility Study

for

Feasibility Summary

telamonenergy

Deliverables:

- Review all utility bills for each building.
- Determine actual cost for energy for each building.
- Investigate potential reduction options of energy usage.
- Determine if solar is a financial and viable option for each location.
- Analyze the area to be studied and gather data to prepare a scope of work, budget, and schedule.
- Provide the Owner with an estimated cost to accomplish the work, including cost of materials, cost of labor, and other related costs.
- Develop a preliminary design solution or report based on the approved project requirements; arrange meetings with the Owner to review design, report, budget and schedule.
- Sites for review:
    - Public Works Wastewater Treatment Facility
    - Public Works Operations (Dry Side)
    - White River Park / Heritage Park (Ambassador House & Ambassador Restroom)
    - Fire Station #96
    - Police Station
    - Fire Station #91
    - Billericay Park
    - Lift Station #1 – 106th
    - Lift Station #2 – 116th
    - Lift Station #3 – Smock Creek

Electric Rate Structure

telamonenergy

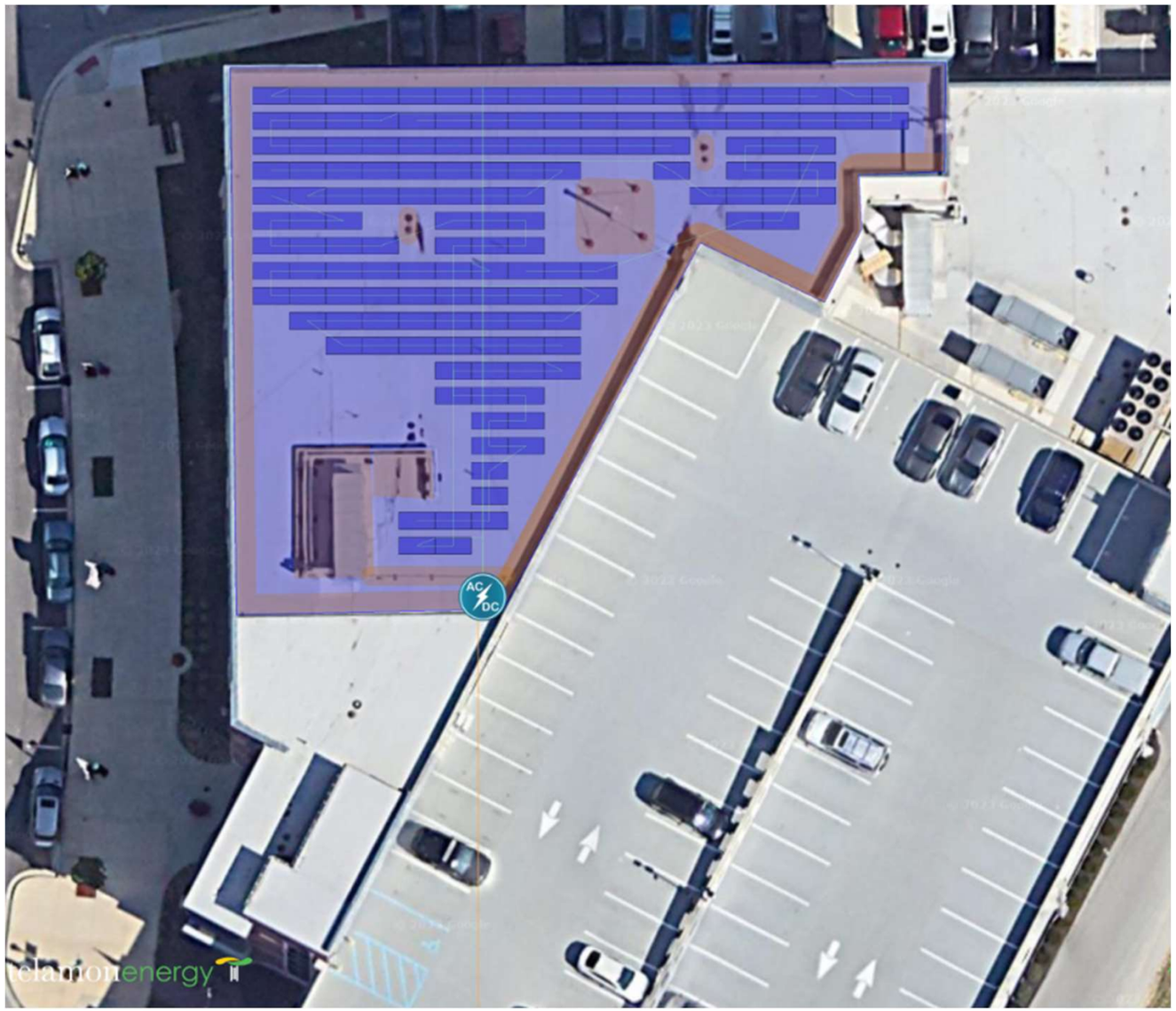
Site	Account	Utility	$/kW	$/kWh	kWh per Yr
1. Public Works Wastewater Treatment Facility	910122934878	Duke Energy	$20.24	$0.10	4,669,898
2. Public Works Operations (Dry Side)	910122896530	Duke Energy	$0.00	$0.16	130,732
3. White River Park / Heritage Park (Ambassador House & Ambassador Restroom)	910122974454	Duke Energy	$0.00	$0.15	60,000
4. Fire Station #96	1293900	NineStar	$16.37	$0.06	180,000
5. Police Station	910122895109	Duke Energy	$0.00	$0.13	1,282,600
6. Fire Station #91	910123034528	Duke Energy	$0.00	$0.15	348,360
7. Billericay Park	910122884263	Duke Energy	$0.00	$0.16	106,015
8. Lift Station #1 – 106th	910122896423	Duke Energy	$0.00	$0.15	540,000
9. Lift Station #2 – 116th	910122983645	Duke Energy	$0.00	$0.13	516,000
10. Lift Station #3 – Smock Creek	910123071896	Duke Energy	$0.00	$0.15	307,200

Solar Suitability

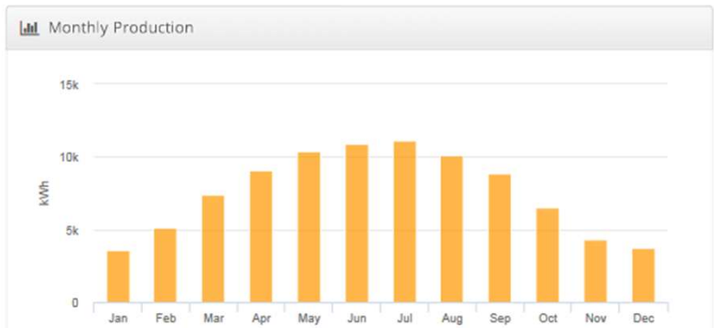
telamonenergy

Site	Solar Suitable	Notes
1. Public Works Wastewater Treatment Facility	No	Site has total back-up electricity generation. There are two generators (900kW and 500kW). No real area for solar as the main meter and generators are in the middle and surrounded by multiple lines to the waste water process.
2. Public Works Operations (Dry Side)	No	Construction to start to move fleet in 2023. Plan is to add a single 208/120V - 2000A service in 2025 with an emergency generator to run the entire load. Suggest waiting until the location is complete. Will need to interconnect ahead of the ATS.
3. White River Park / Heritage Park (Ambassador House & Ambassador Restroom)	No	Very Low Summer Consumption. There is no suitable location to add solar at this very unique house and park that is used for celebrations.
4. Fire Station #96	Yes	The electricity rate for solar is not favorable. Roof is shingled and will require replacement as part of any solar installation. The entire building is covered by the back-up generator. Suggest replacing all the lights in the facility as they are T8 and T12 fluorescent lamps.
5. Police Station	Yes	Main roof is perfect for solar installation. The building is completely covered with back-up generation. Would need to connect to the transformer on the load/service side. Transformer is located south of the garage.
6. Fire Station #91	Yes	All the building is covered by the back-up generator. Roof is suitable for ballasted solar installation. Will be required to interconnect ahead of the ATS on the load side of the transformer.
7. Billericay Park	Yes	600A service at the site with open slots for interconnection. Roof is suitable for installation. Roof may need to be replaced before the installation of any solar.
8. Lift Station #1 – 106th	Yes	Old wet well building to the north is being demolished. There is a CT cabinet on the southeast corner of the building which is a good interconnection point. Roof may need to be replaced as part of the solar installation.
9. Lift Station #2 – 116th	No	No real good location for a solar installation.
10. Lift Station #3 – Smock Creek	No	Unsure what will happen with this facility as the fleet is moving to Eller Road. Very small building for interconnection. No real space for solar.

Fishers Police Station



Size: 69 kWdc / 63 kWac
Type: Ballasted Roof Mount
Panels: Hanwha Q-Cell 480W (1,508)
Inverters: SMA Core 62.5
Racking: Ecofoot 2+
Annual Production: 91,175 kWh
Estimated Cost to Build: $134,868



Month	GHI (kWh/m²)	POA (kWh/m²)	Shaded (kWh/m²)	Nameplate (kWh)	Grid (kWh)
January	50.8	60.5	58.5	3,773.6	3,617.5
February	72.7	83.9	82.3	5,340.7	5,107.2
March	109.6	120.4	118.8	7,765.5	7,354.0
April	144.9	152.9	151.1	9,920.1	9,057.2
May	174.0	177.7	175.7	11,547.5	10,377.0
June	186.8	188.9	186.9	12,297.1	10,920.6
July	191.7	195.1	192.9	12,682.4	11,125.5
August	169.6	177.0	175.1	11,511.9	10,119.6
September	142.7	155.0	153.2	10,043.9	8,876.4
October	97.0	110.7	109.2	7,126.8	6,545.7
November	61.6	73.0	71.5	4,635.7	4,347.9
December	50.5	62.2	60.3	3,888.1	3,726.0

Fishers Police Station – Return on Investment

telamonenergy

Specifics	Number of Panels	144
	Panel Power (Wdc)	480
Project Background	Energy (kWh/kW·Yr)	1319.1
	Size of Array (kWdc)	69.1
	Size of Array (kWac)	63

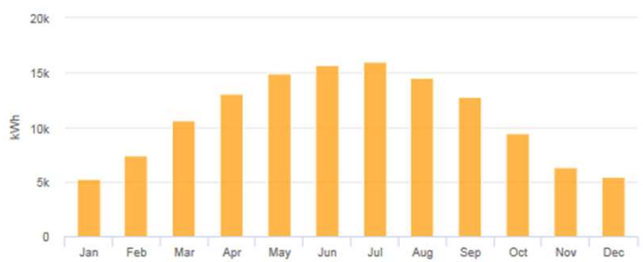
Current Costs	Electricty Cost	$0.132 kWh
	Inflation	4.0%
Solar Costs	Initial Capex	-$134,868
	ITC	$38,437
	Tax Rate	0%

Year	Capex	Kwh Produced	Energy Not Purchased (Revenue)	O&M Expense	Cash Value of Depreciation	Net Cash Flow	Cumulative
0	-$134,868					-$134,868.29	-$134,868.29
1		91,175	$12,035.05	-$483.84	$0.00	$49,988.67	-$84,879.62
2		90,810	$12,466.38	-$503.19	$0.00	$11,963.19	-$72,916.43
3		90,447	$12,913.18	-$523.32	$0.00	$12,389.86	-$60,526.58
4		90,085	$13,375.99	-$544.25	$0.00	$12,831.73	-$47,694.84
5		89,725	$13,855.38	-$566.02	$0.00	$13,289.36	-$34,405.48
6		89,366	$14,351.96	-$588.67	$0.00	$13,763.29	-$20,642.19
7		89,008	$14,866.33	-$612.21	$0.00	$14,254.12	-$6,388.07
8		88,652	$15,399.14	-$636.70	$0.00	$14,762.44	$8,374.37
9		88,298	$15,951.05	-$662.17	$0.00	$15,288.88	$23,663.25
10		87,944	$16,522.73	-$688.66	$0.00	$15,834.08	$39,497.33
11		87,593	$17,114.91	-$716.20	$0.00	$16,398.71	$55,896.04
12		87,242	$17,728.31	-$744.85	$0.00	$16,983.46	$72,879.49
13		86,893	$18,363.69	-$774.64	$0.00	$17,589.05	$90,468.54
14		86,546	$19,021.84	-$805.63	$0.00	$18,216.21	$108,684.75
15		86,199	$19,703.59	-$837.85	$0.00	$18,865.73	$127,550.49
16		85,855	$20,409.76	-$871.37	$0.00	$19,538.39	$147,088.88
17		85,511	$21,141.25	-$906.22	$0.00	$20,235.03	$167,323.91
18		85,169	$21,898.95	-$942.47	$0.00	$20,956.48	$188,280.39
19		84,829	$22,683.81	-$980.17	$0.00	$21,703.64	$209,984.02
20		84,489	$23,496.80	-$1,019.38	$0.00	$22,477.42	$232,461.44
21		84,151	$24,338.92	-$1,060.15	$0.00	$23,278.77	$255,740.21
22		83,815	$25,211.23	-$1,102.56	$0.00	$24,108.67	$279,848.88
23		83,479	$26,114.80	-$1,146.66	$0.00	$24,968.14	$304,817.02
24		83,145	$27,050.75	-$1,192.53	$0.00	$25,858.23	$330,675.25
25		82,813	$28,020.25	-$1,240.23	$0.00	$26,780.02	$357,455.27
						IRR = 13.94%	

Fishers Fire Station #91

Size: 99 kWdc / 100 kWac
Type: Ballasted Roof Mount
Panels: Hanwha Q-Cell 480W (207)
Inverters: SMA Core 33.3
Racking: Ecofoot 2+
Annual Production: 131,602 kWh
Estimated Cost to Build: $193,873

Monthly Production



Month	GHI (kWh/m²)	POA (kWh/m²)	Shaded (kWh/m²)	Nameplate (kWh)	Grid (kWh)
January	50.8	60.5	58.7	5,441.6	5,279.7
February	72.7	83.9	82.4	7,685.4	7,410.1
March	109.6	120.4	118.7	11,153.3	10,617.8
April	144.9	152.9	151.0	14,246.7	13,041.8
May	174.0	177.7	175.6	16,597.9	14,932.9
June	186.8	188.9	186.8	17,670.6	15,707.4
July	191.7	195.1	192.8	18,229.8	16,024.8
August	169.6	177.0	174.9	16,538.0	14,562.1
September	142.7	155.0	153.1	14,438.3	12,821.1
October	97.0	110.7	109.2	10,244.3	9,471.5
November	61.6	73.0	71.6	6,675.6	6,307.2
December	50.5	62.2	60.4	5,603.3	5,425.7

Fishers Fire Station #91 – Return on Investment

telamonenergy

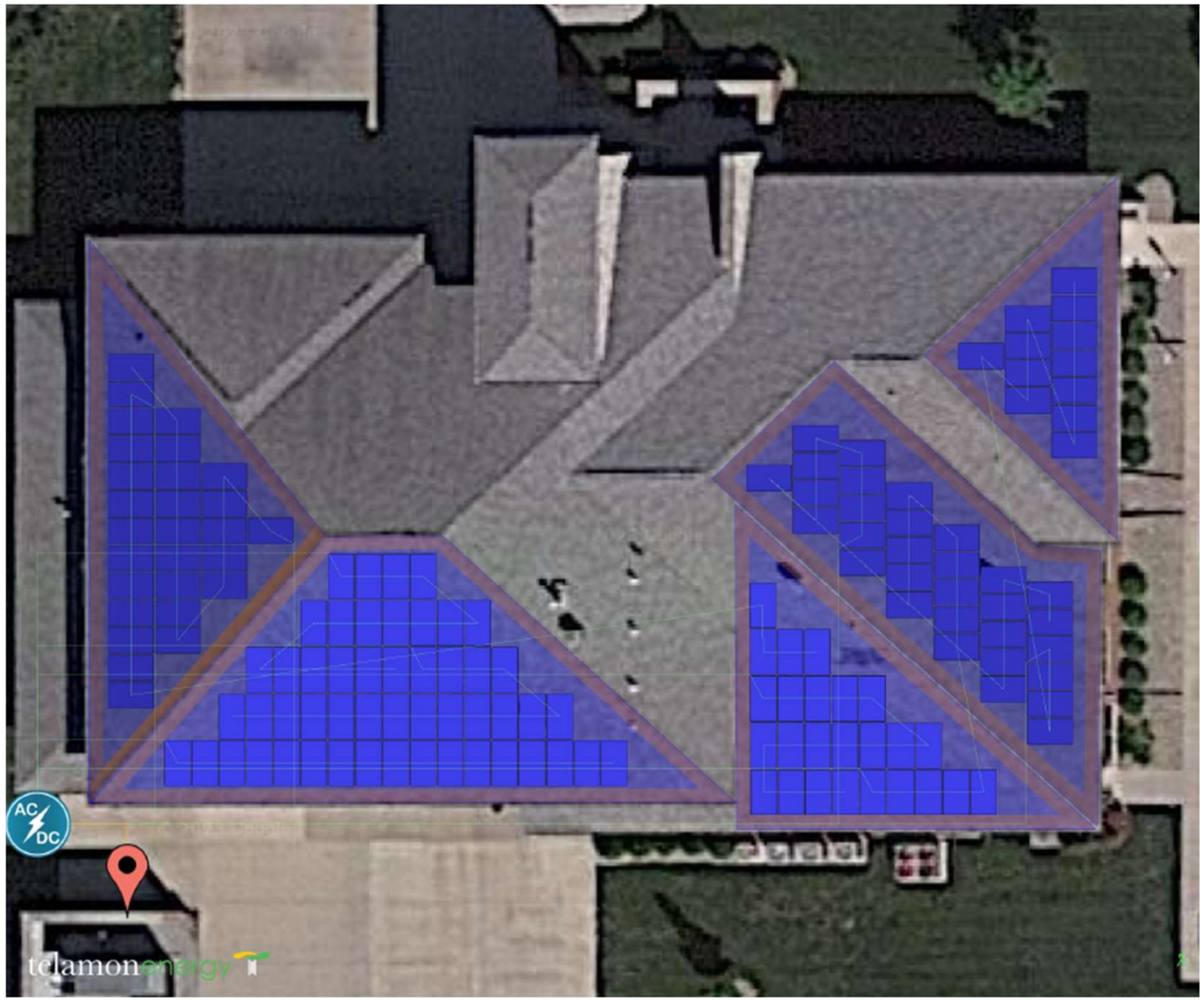
Specifics	Number of Panels	207
	Panel Power (Wdc)	480
Project Background	Energy (kWh/kW·Yr)	1324.5
	Size of Array (kWdc)	99.4
	Size of Array (kWac)	100

Current Costs	Electricty Cost	$0.148 kWh
	Inflation	4.0%
Solar Costs	Initial Capex	-$193,873
	ITC	$55,254
	Tax Rate	0%

Year	Capex	Kwh Produced	Energy Not Purchased (Revenue)	O&M Expense	Cash Value of Depreciation	Net Cash Flow	Cumulative
0	-$193,873					-$193,873.17	-$193,873.17
1		131,602	$19,477.13	-$695.52	$0.00	$74,035.46	-$119,837.71
2		131,076	$20,175.19	-$723.34	$0.00	$19,451.84	-$100,385.87
3		130,551	$20,898.26	-$752.27	$0.00	$20,145.99	-$80,239.88
4		130,029	$21,647.26	-$782.37	$0.00	$20,864.89	-$59,374.98
5		129,509	$22,423.10	-$813.66	$0.00	$21,609.44	-$37,765.55
6		128,991	$23,226.74	-$846.21	$0.00	$22,380.53	-$15,385.01
7		128,475	$24,059.19	-$880.05	$0.00	$23,179.13	$7,794.12
8		127,961	$24,921.47	-$915.26	$0.00	$24,006.21	$31,800.33
9		127,449	$25,814.65	-$951.87	$0.00	$24,862.79	$56,663.11
10		126,940	$26,739.85	-$989.94	$0.00	$25,749.91	$82,413.02
11		126,432	$27,698.21	-$1,029.54	$0.00	$26,668.67	$109,081.69
12		125,926	$28,690.91	-$1,070.72	$0.00	$27,620.19	$136,701.88
13		125,422	$29,719.19	-$1,113.55	$0.00	$28,605.64	$165,307.52
14		124,921	$30,784.33	-$1,158.09	$0.00	$29,626.24	$194,933.75
15		124,421	$31,887.64	-$1,204.42	$0.00	$30,683.22	$225,616.98
16		123,923	$33,030.49	-$1,252.59	$0.00	$31,777.90	$257,394.88
17		123,428	$34,214.30	-$1,302.70	$0.00	$32,911.61	$290,306.48
18		122,934	$35,440.54	-$1,354.80	$0.00	$34,085.74	$324,392.22
19		122,442	$36,710.73	-$1,409.00	$0.00	$35,301.74	$359,693.96
20		121,952	$38,026.45	-$1,465.36	$0.00	$36,561.09	$396,255.05
21		121,465	$39,389.31	-$1,523.97	$0.00	$37,865.34	$434,120.40
22		120,979	$40,801.03	-$1,584.93	$0.00	$39,216.10	$473,336.50
23		120,495	$42,263.34	-$1,648.33	$0.00	$40,615.01	$513,951.51
24		120,013	$43,778.05	-$1,714.26	$0.00	$42,063.80	$556,015.30
25		119,533	$45,347.06	-$1,782.83	$0.00	$43,564.23	$599,579.53
						IRR = 15.60%	

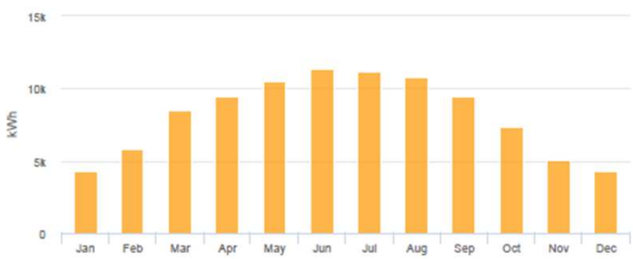
Fishers Fire Station #96

telamonenergy



Size: 81 kWdc / 63 kWac
Type: Direct Roof Mount
Panels: Hanwha Q-Cell 480W (147)
Inverters: SMA Core 62.5
Racking: Unirac
Annual Production: 97,706 kWh
Estimated Cost to Build: $144,234

Monthly Production



Month	GHI (kWh/m²)	POA (kWh/m²)	Shaded (kWh/m²)	Nameplate (kWh)	Grid (kWh)
January	48.9	60.4	60.4	4,593.4	4,224.4
February	70.8	84.1	84.0	6,416.4	5,753.3
March	116.5	126.3	126.3	9,687.0	8,487.9
April	142.6	145.3	145.3	11,151.1	9,409.5
May	170.9	165.0	165.0	12,664.9	10,478.6
June	190.2	180.7	180.7	13,879.0	11,327.0
July	190.4	182.0	182.0	13,975.7	11,210.0
August	172.6	172.9	172.8	13,278.5	10,737.9
September	141.8	151.0	151.0	11,593.2	9,434.4
October	96.4	110.9	110.9	8,496.5	7,290.9
November	60.5	75.4	75.3	5,742.5	5,062.5
December	47.8	62.5	62.4	4,743.7	4,289.6

Fishers Fire Station #96 – Return on Investment

telamonenergy

Specifics	Number of Panels	154
	Panel Power (Wdc)	480
Project Background	Energy (kWh/kW·Yr)	1198.0
	Size of Array (kWdc)	73.9
	Size of Array (kWac)	63

Current Costs	Electricty Cost	$0.06 kWh
	Inflation	4.0%
Solar Costs	Initial Capex	-$144,234
	ITC	$41,107
	Tax Rate	0%

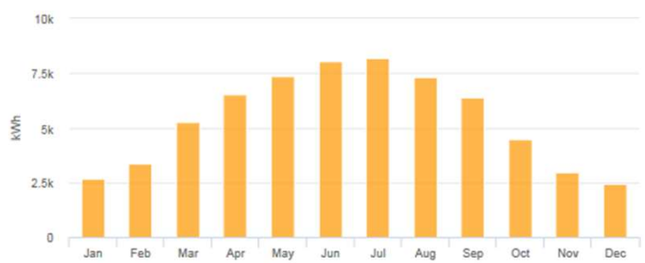
Year	Capex	Kwh Produced	Energy Not Purchased (Revenue)	O&M Expense	Cash Value of Depreciation	Net Cash Flow	Cumulative
0	-$144,234					-$144,234.15	-$144,234.15
1		88,557	$5,313.40	-$517.44	$0.00	$45,902.69	-$98,331.46
2		88,202	$5,503.83	-$538.14	$0.00	$4,965.69	-$93,365.77
3		87,850	$5,701.09	-$559.66	$0.00	$5,141.42	-$88,224.35
4		87,498	$5,905.41	-$582.05	$0.00	$5,323.36	-$82,900.98
5		87,148	$6,117.06	-$605.33	$0.00	$5,511.73	-$77,389.25
6		86,800	$6,336.30	-$629.54	$0.00	$5,706.75	-$71,682.50
7		86,452	$6,563.39	-$654.73	$0.00	$5,908.66	-$65,773.84
8		86,107	$6,798.62	-$680.92	$0.00	$6,117.71	-$59,656.13
9		85,762	$7,042.29	-$708.15	$0.00	$6,334.13	-$53,322.00
10		85,419	$7,294.68	-$736.48	$0.00	$6,558.20	-$46,763.79
11		85,077	$7,556.12	-$765.94	$0.00	$6,790.18	-$39,973.61
12		84,737	$7,826.93	-$796.58	$0.00	$7,030.36	-$32,943.25
13		84,398	$8,107.45	-$828.44	$0.00	$7,279.01	-$25,664.24
14		84,061	$8,398.02	-$861.58	$0.00	$7,536.45	-$18,127.79
15		83,724	$8,699.01	-$896.04	$0.00	$7,802.97	-$10,324.82
16		83,389	$9,010.78	-$931.88	$0.00	$8,078.90	-$2,245.93
17		83,056	$9,333.73	-$969.16	$0.00	$8,364.57	$6,118.64
18		82,724	$9,668.25	-$1,007.92	$0.00	$8,660.32	$14,778.97
19		82,393	$10,014.76	-$1,048.24	$0.00	$8,966.52	$23,745.49
20		82,063	$10,373.69	-$1,090.17	$0.00	$9,283.52	$33,029.00
21		81,735	$10,745.48	-$1,133.77	$0.00	$9,611.70	$42,640.71
22		81,408	$11,130.60	-$1,179.13	$0.00	$9,951.47	$52,592.18
23		81,082	$11,529.52	-$1,226.29	$0.00	$10,303.23	$62,895.40
24		80,758	$11,942.73	-$1,275.34	$0.00	$10,667.39	$73,562.80
25		80,435	$12,370.76	-$1,326.36	$0.00	$11,044.41	$84,607.20
						IRR = 4.35%	

Fishers Billericay Park

telamonenergy

Size: 56 kWdc / 50 kWac
Type: Direct Roof Mount
Panels: Hanwha Q-Cell 480W (2,496)
Inverters: SMA Core 50
Racking: Unirac
Annual Production: 65,069 kWh
Estimated Cost to Build: $109,580

Monthly Production



Month	GHI (kWh/m²)	POA (kWh/m²)	Shaded (kWh/m²)	Nameplate (kWh)	Grid (kWh)
January	54.4	56.6	56.6	2,931.0	2,684.5
February	69.8	71.8	71.7	3,747.7	3,358.1
March	110.9	112.1	112.1	5,916.5	5,246.8
April	145.9	145.7	145.7	7,734.3	6,517.8
May	169.4	167.8	167.8	8,931.0	7,388.7
June	187.2	184.7	184.7	9,841.0	8,029.6
July	194.0	192.1	192.0	10,227.4	8,215.8
August	170.5	170.0	169.9	9,042.2	7,294.5
September	146.6	148.0	147.9	7,839.0	6,405.5
October	97.4	99.4	99.4	5,223.3	4,490.9
November	62.4	64.6	64.5	3,360.1	2,993.4
December	49.6	51.8	51.8	2,670.5	2,443.4

Fishers Billericay Park – Return on Investment

telamonenergy

Specifics	Number of Panels	117
	Panel Power (Wdc)	480
Project Background	Energy (kWh/kW·Yr)	1158.6
	Size of Array (kWdc)	56.2
	Size of Array (kWac)	50

Current Costs	Electricty Cost	$0.156 kWh
	Inflation	4.0%
Solar Costs	Initial Capex	-$109,580
	ITC	$31,230
	Tax Rate	0%

Year	Capex	Kwh Produced	Energy Not Purchased (Revenue)	O&M Expense	Cash Value of Depreciation	Net Cash Flow	Cumulative
0	-$109,580					-$109,580.49	-$109,580.49
1		65,069	$10,150.78	-$393.12	$0.00	$40,988.10	-$68,592.39
2		64,809	$10,514.58	-$408.84	$0.00	$10,105.74	-$58,486.65
3		64,550	$10,891.43	-$425.20	$0.00	$10,466.23	-$48,020.42
4		64,291	$11,281.77	-$442.21	$0.00	$10,839.57	-$37,180.85
5		64,034	$11,686.11	-$459.89	$0.00	$11,226.22	-$25,954.64
6		63,778	$12,104.94	-$478.29	$0.00	$11,626.65	-$14,327.98
7		63,523	$12,538.79	-$497.42	$0.00	$12,041.36	-$2,286.62
8		63,269	$12,988.18	-$517.32	$0.00	$12,470.86	$10,184.24
9		63,016	$13,453.67	-$538.01	$0.00	$12,915.66	$23,099.90
10		62,764	$13,935.85	-$559.53	$0.00	$13,376.32	$36,476.22
11		62,513	$14,435.31	-$581.91	$0.00	$13,853.40	$50,329.61
12		62,263	$14,952.67	-$605.19	$0.00	$14,347.48	$64,677.10
13		62,014	$15,488.58	-$629.40	$0.00	$14,859.18	$79,536.28
14		61,766	$16,043.69	-$654.57	$0.00	$15,389.11	$94,925.39
15		61,518	$16,618.69	-$680.76	$0.00	$15,937.94	$110,863.33
16		61,272	$17,214.31	-$707.99	$0.00	$16,506.32	$127,369.65
17		61,027	$17,831.27	-$736.31	$0.00	$17,094.96	$144,464.61
18		60,783	$18,470.34	-$765.76	$0.00	$17,704.58	$162,169.19
19		60,540	$19,132.32	-$796.39	$0.00	$18,335.93	$180,505.12
20		60,298	$19,818.02	-$828.24	$0.00	$18,989.78	$199,494.90
21		60,057	$20,528.30	-$861.37	$0.00	$19,666.92	$219,161.82
22		59,816	$21,264.03	-$895.83	$0.00	$20,368.20	$239,530.03
23		59,577	$22,026.14	-$931.66	$0.00	$21,094.47	$260,624.50
24		59,339	$22,815.55	-$968.93	$0.00	$21,846.62	$282,471.12
25		59,102	$23,633.26	-$1,007.69	$0.00	$22,625.58	$305,096.70
						IRR = 14.45%	

Fishers Lift Station 1

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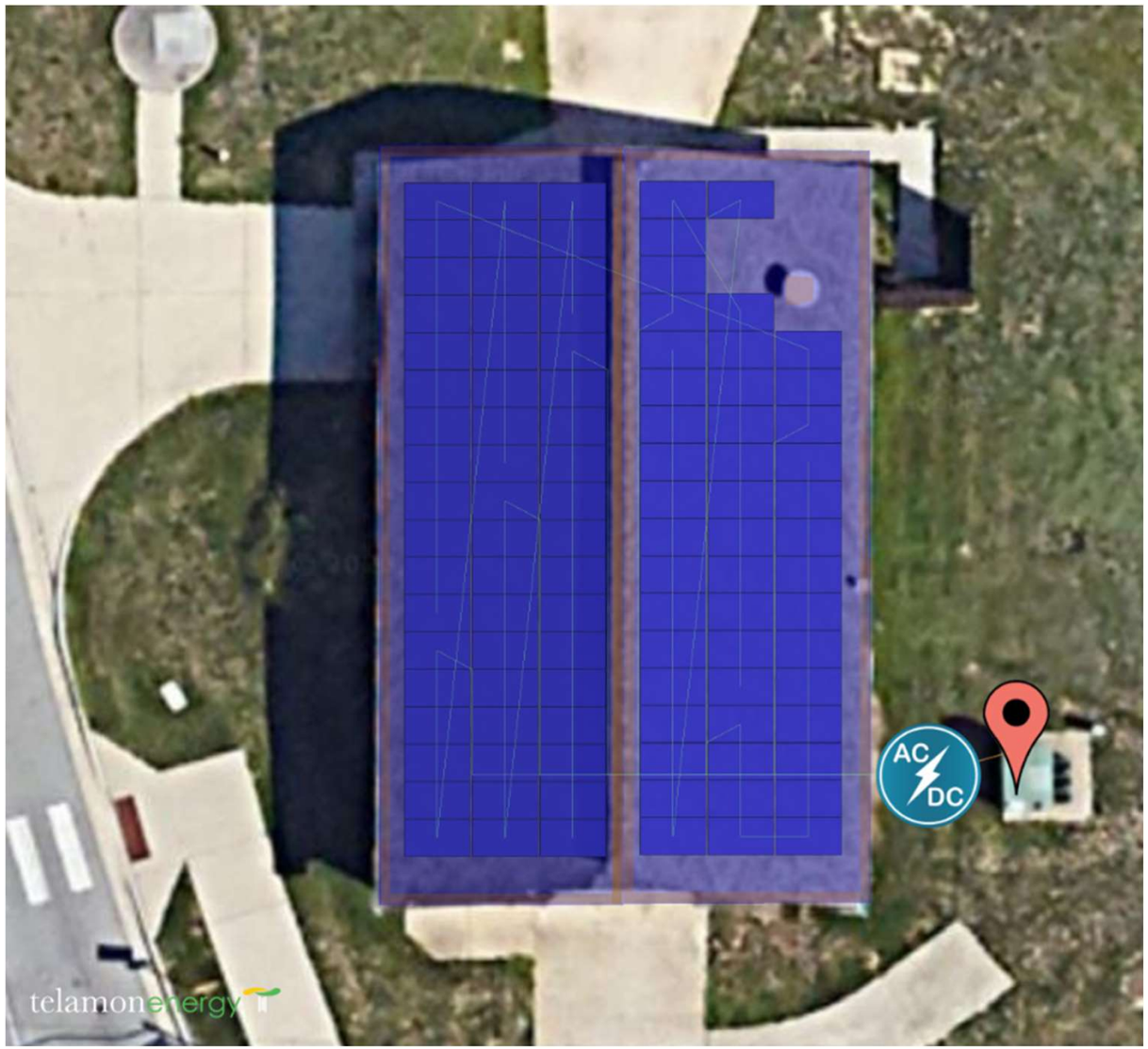
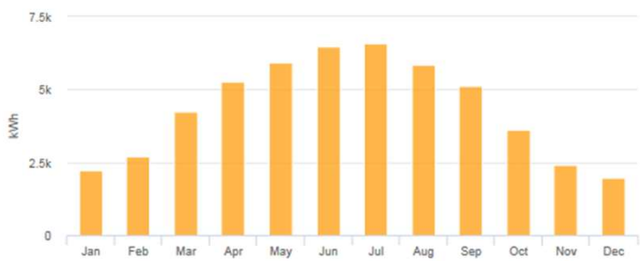


Size: 49 kWdc / 50 kWac
Type: Direct Roof Mount
Panels: Hanwha Q-Cell 480W (1,112)
Inverters: SMA Core 50
Racking: Unirac
Annual Production: 52,396 kWh
Estimated Cost to Build: $95,532

Monthly Production



Month	GHI (kWh/m²)	POA (kWh/m²)	Shaded (kWh/m²)	Nameplate (kWh)	Grid (kWh)
January	54.4	53.1	53.1	2,417.1	2,214.7
February	69.8	66.6	66.5	3,037.9	2,715.2
March	110.9	104.3	104.2	4,806.6	4,252.0
April	145.9	135.0	134.8	6,253.0	5,255.5
May	169.4	155.0	154.9	7,191.0	5,924.9
June	187.2	170.6	170.5	7,924.9	6,463.5
July	194.0	177.5	177.3	8,243.5	6,587.7
August	170.5	157.1	156.9	7,283.1	5,845.4
September	146.6	136.7	136.5	6,310.5	5,128.9
October	97.4	91.4	91.3	4,197.7	3,611.9
November	62.4	59.7	59.6	2,710.7	2,409.0
December	49.6	47.9	47.8	2,163.2	1,987.7

Fishers Lift Station 1 – Return on Investment

telamonenergy

Specifics	Number of Panels	102
	Panel Power (Wdc)	480
Project Background	Energy (kWh/kW·Yr)	1070.2
	Size of Array (kWdc)	49.0
	Size of Array (kWac)	50

Current Costs	Electricty Cost	$0.15 kWh
	Inflation	4.0%
Solar Costs	Initial Capex	-$95,532
	ITC	$27,227
	Tax Rate	0%

Year	Capex	Kwh Produced	Energy Not Purchased (Revenue)	O&M Expense	Cash Value of Depreciation	Net Cash Flow	Cumulative
0	-$95,532					-$95,531.71	-$95,531.71
1		52,396	$7,859.46	-$342.72	$0.00	$34,743.28	-$60,788.43
2		52,187	$8,141.14	-$356.43	$0.00	$7,784.71	-$53,003.72
3		51,978	$8,432.92	-$370.69	$0.00	$8,062.24	-$44,941.48
4		51,770	$8,735.16	-$385.51	$0.00	$8,349.64	-$36,591.84
5		51,563	$9,048.23	-$400.93	$0.00	$8,647.29	-$27,944.55
6		51,357	$9,372.51	-$416.97	$0.00	$8,955.54	-$18,989.00
7		51,151	$9,708.42	-$433.65	$0.00	$9,274.77	-$9,714.23
8		50,947	$10,056.37	-$451.00	$0.00	$9,605.38	-$108.85
9		50,743	$10,416.80	-$469.04	$0.00	$9,947.76	$9,838.91
10		50,540	$10,790.13	-$487.80	$0.00	$10,302.34	$20,141.25
11		50,338	$11,176.85	-$507.31	$0.00	$10,669.54	$30,810.79
12		50,137	$11,577.43	-$527.60	$0.00	$11,049.83	$41,860.62
13		49,936	$11,992.37	-$548.71	$0.00	$11,443.66	$53,304.28
14		49,736	$12,422.17	-$570.65	$0.00	$11,851.52	$65,155.79
15		49,537	$12,867.38	-$593.48	$0.00	$12,273.90	$77,429.70
16		49,339	$13,328.55	-$617.22	$0.00	$12,711.33	$90,141.03
17		49,142	$13,806.24	-$641.91	$0.00	$13,164.34	$103,305.36
18		48,945	$14,301.06	-$667.58	$0.00	$13,633.48	$116,938.84
19		48,749	$14,813.61	-$694.29	$0.00	$14,119.32	$131,058.16
20		48,554	$15,344.53	-$722.06	$0.00	$14,622.47	$145,680.63
21		48,360	$15,894.48	-$750.94	$0.00	$15,143.54	$160,824.17
22		48,167	$16,464.14	-$780.98	$0.00	$15,683.16	$176,507.32
23		47,974	$17,054.21	-$812.22	$0.00	$16,241.99	$192,749.31
24		47,782	$17,665.43	-$844.71	$0.00	$16,820.73	$209,570.04
25		47,591	$18,298.56	-$878.50	$0.00	$17,420.07	$226,990.11
						IRR = 12.86%	

Solar Financial Summary

telamonenergy

Solar arrays are commonly viewed as capital investments. In essence, they are energy hedges substituting known energy costs in place of the unknown, sometimes volatile, costs of energy provided by the local utility. Our financial projections compare the aggregate cost of the array to the expected savings of energy not purchased.

Site	Solar kWh / Year	Cost of System	ITC Savings	Net Cost	25 Year Net Gain	ROI - Years	IRR
Fishers Police Station	91175	$134,868.00	$38,437.00	$96,431.00	$357,455.27	7.4	13.94%
Fishers Fire Station #91	131602	$193,873.00	$55,254.00	$138,619.00	$599,579.53	6.7	15.60%
Fishers Fire Station #96	88557	$144,234.00	$41,107.00	$103,127.00	$84,607.00	16.3	4.35%
Fishers Billericay Park	65069	$109,580.00	$31,230.00	$78,350.00	$305,096.70	7.2	14.45%
Fishers Lift Station #1	52396	$95,532.00	$27,227.00	$68,305.00	$226,990.11	8.0	12.86%
Total	428799	$678,087.00	$193,255.00	$484,832.00	$1,573,728.61	9.1	12.41%

Solar Financial Summary

Since these are long-term investments, we look at a 7% hurdle rate as the criteria for whether an array makes financial sense to develop. We have culled the projects to only include those that appear to be excellent, long-term investments for the City of Fishers.

Site	Solar kWh / Year	Cost of System	ITC Savings	Net Cost	25 Year Net Gain	ROI - Years	IRR
Fishers Police Station	91175	$134,868.00	$38,437.00	$96,431.00	$357,455.27	7.4	13.94%
Fishers Fire Station #91	131602	$193,873.00	$55,254.00	$138,619.00	$599,579.53	6.7	15.60%
Fishers Billericay Park	65069	$109,580.00	$31,230.00	$78,350.00	$305,096.70	7.2	14.45%
Fishers Lift Station #1	52396	$95,532.00	$27,227.00	$68,305.00	$226,990.11	8.0	12.86%
Total	340242	$533,853.00	$152,148.00	$381,705.00	$1,489,121.61	7.2	14.51%

Solar FAQ

telamonenergy

Federal Incentives

The US Government through the Inflation Reduction Act allows tax exempt entities to receive federal grants for qualified solar installations. In most cases, around 95% of the total cost of the array qualifies for a 30% cash grant. In the individual financial analyses you will see this grant in the ITC cell. This ITC amount is accounted in the net cash flow for year 1.

Performance Over Time

Most all Tier 1 panels have a 25-year linear, performance output guarantee. When reviewing the cut-sheets, you will notice a linear regression of 0.5% to 0.7%. When looking at total output from an array, production will vary year-to-year based on the meteorological conditions. This variation can be significant, up to 10% year-over-year. When we do our initial performance evaluations, we use the mean weather conditions to perform our output projections. As we go further into evaluating sites, we will complete projections with a number of weather years to produce what is called P50 and P90 calculations. P50 is the average output. P90 by comparison is the minimum output your system would product 90% of the time. We always suggest using the P90 when looking at final financials. We feel confident that using the P90 output and the 0.5% degradation will give you a solid foundation for evaluation.

End of Life

A properly maintained system can last beyond the 25-year performance guarantees provided by the module manufacturers. Some systems are designed to be used up to 35 years. Should the decision be made to remove the system, most all the products are recyclable. There is growing number of companies that specialize in recycling modules and inverters. The other components left are wire and racking materials. Both of those components are recyclable as well.

Module Cost

The standard metric in the solar industry is $/Wdc of the module. This is a straightforward calculation where you divide the cost of the panel by the panel wattage. From 2010 to 2017 we saw prices reduce from $1.45/Wdc to $0.60/Wdc. Since 2017 the module cost has somewhat stabilized around $0.50/Wdc. Taking a look at our purchases from the last five years and assuming a linear regression, we see the following equation for module cost: Module Cost ($/Wdc) = -0.0041(year) + 8.7768. Doing the math, we project panel costs in 2030 to be $0.454/Wdc. That is a slight reduction in overall cost, but not a significant one to delay installation of solar. Of course, this is just a linear regression. At some point there will be a minimum floor in $/Wdc.

Structural Impact

All solar roof installations need to be verified that the structure can support the additional load of the system. In general, installing solar on the roof of a structure adds 3 to 4 psf. Most buildings are designed to support much more additional load, however, a full analysis by a licensed structural engineer must be completed before proceeding with any installation.

Board Action Form

MEETING DATE	April 9, 2024			
TITLE	Request to Approve Utility Reimbursement Agreement with Citizens Energy Group			
SUBMITTED BY	Name & Title: Hatem Mekky, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1st Reading	☐ 2nd Reading	☐ Public Hearing	☐ 3rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R040924A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ 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	

Form Revised: 03/20/2019

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)	In order to facilitate the construction of Corydon Drive to connect to Southeastern Parkway, Citizens Energy Group is required to relocate and/or lower some existing watermain. This Utility Reimbursement Agreement memorializes the reimbursement for the relocation of the water line that are located within a private easement.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	
	Expenditure $:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	The actual cost of the reimbursable relocation will be realized after the relocation is performed.

OPTIONS (Include *Deny Approval* Option)	1.	Approve the Agreement.
	2.	Deny the Agreement.
	3.	Provide alternate direction.
	4.	

PROJECT TIMELINE	Upon approval of the Agreement, Citizens Energy Group will schedule their crews to perform the relocation work.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the reimbursable agreement.
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Utility Reimbursement Agreement

RESOLUTION NO. R040924A

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING A UTILITY REIMBURSEMENT AGREEMENT (CITIZENS WATER)

WHEREAS, the City of Fishers Engineering Department has planned and is scheduled to begin constructing Corydon Drive as a connection to Southeastern Parkway within the municipal boundaries of the City (the "Project");

WHEREAS, The Department of Public Works for the City of Indianapolis d/b/a Citizens Water ("Citizens") is required to relocate certain facilities necessary to accommodate the Project; and

WHEREAS, the City desires to enter into the reimbursement agreement with Citizens in substantially similar form as Exhibit A ("Reimbursement Agreement"), attached hereto and incorporated herein, to reimburse Citizens the cost of relocating its facilities, all as more particularly described in the Reimbursement Agreement.

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 Reimbursement Agreement in substantially similar form as Exhibit A, attached hereto and incorporated herein.

Section 2. The Board hereby authorizes the Mayor to execute the Reimbursement Agreement and any ancillary documents in furtherance of the Project.

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

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 9th day of April, 2024.

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

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

ATTEST: _____DATE: _____
Kari Adriano, Board Clerk

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

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

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT
(Work by Utility)

Agreement Amount: $272,700 Des No.: 1901669

Agreement Type: Standard Agreement

Work Description: Water main relocation Road: Corydon Dr.

County: Hamilton

THIS AGREEMENT, made and entered into this ___day of _____ 2024, by and between

The Department of Public Works for the City of Indianapolis d/b/a Citizens Water
2150 Dr. Martin Luther King Jr. St.
Indianapolis, IN 46202

(hereinafter referred to as the "Utility"), and

The City of Fishers
3 Municipal Dr.
Fishers, IN 46038

Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

WITNESSETH:

WHEREAS, the Local Public Agency desires to improve and/or maintain the condition of the road as referenced by the Des No.1901669. given above (hereinafter referred to as the “project”); and

WHEREAS, due to said road construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit “A” attached hereto and incorporated by reference; and

WHEREAS, The Local Public Agency has determined the Utility to be eligible for reimbursement; and

WHEREAS, The Local Public Agency will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to the Local Public Agency under Title 23, United States Code and Acts amendatory thereof and supplementary thereto; and

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement; and

WHEREAS, it is in the best interest of the Utility and the Local Public Agency for the Utility to make the necessary adjustments, removals, alterations, and/or relocations of its existing facilities, as shown on said Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility with the approval of the Local Public Agency as provided for under 23 CFR 645.115..

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and the adequacy of consideration as to each of the parties to this agreement is hereby mutually acknowledged, and other good and valuable considerations, the receipt is hereby acknowledged and intending to be legally bound the Parties hereby covenant and agree as follows

SECTION 1 - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall: make the necessary adjustments, removals, alterations and/or relocations to its existing facilities as further shown in Exhibit "A", attached hereto and incorporated by reference in the following manner: **[Check the following that applies]**

( ) With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.

(X) By an approved contractor as set forth in 23 CFR 645.109, 645.111 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached exhibit "B", incorporated by reference, and prepared in accordance with the Policy Guide.

Exhibit "B" shall include an itemized estimate of all anticipated cost, including, but not limited to, materials, labor, equipment cost, preliminary and construction engineering cost, administrative cost, eligible property cost, and/or contracted services. Each item shall be shown as a 'per unit' cost.

SECTION 2 - WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this Agreement until written authorization has been given the Utility by the Local Public Utility or until a satisfactory starting date has been established with the appropriate District Utility Coordination Contact.

SECTION 3 - SUBORDINATION OF RIGHTS

[Check the following that applies]

( ) The existing facilities are located on public right-of-way.

(X) The existing facilities are not located on public right-of-way.

If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this Agreement, shall subordinate the Utility's rights herein to those of the INDOT in the highway right-of-way by executing a subordination Agreement.

SECTION 4 - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by the Local Public Agency.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans and estimate, the Utility shall inform the Local Public Agency as soon as practical upon discovery. The Utility shall also notify the Local Public Agency of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the address of the Local Public Agency listed on Page 1 of this agreement

Said communication shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

SECTION 5 - PAYMENTS

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20.

SECTION 5 (A) – STANDARD PAYMENT METHOD

The Local Public Agency shall reimburse the Utility for any item of work or expense involved if performed at the written direction of the Local Public Agency. The Local Public Agency shall reimburse the Utility for actual cost of the work completed upon presentation of a valid invoice.

This Utility may submit one invoice per calendar month for work covered by this agreement. The Utility shall attach an itemization of cost incurred with each invoice. This itemization of cost shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B".

Within forty-five (45) days after receipt of a valid invoice from the Utility and the approval thereof by the Local Public Agency, the Local Public Agency will reimburse the Utility for its actual expenses. If the Local Public Agency does not agree with the amount invoiced by the Utility, the Local Public Agency will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility's address as shown on page 1 of this agreement, or such subsequent address that the Utility may give to the Local Public Agency's authorized representative.

Making a partial payment shall not abrogate the Local Public Agency's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final contract invoice and the resolution of any audit performed according to Section 8 of this agreement.

SECTION 5 (B) – LUMP SUM PAYMENT METHOD

The Utility may elect to petition the Local Public Agency for payment of relocation expenses by Lump Sum. Such petition shall include Exhibits "A" and "B" along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by such payment method.

The Local Public Agency may make payment by lump sum if the total cost for relocation does not exceed $100,000.00. Lump sum payments in excess of $100,000.00 will be made only if in the best interest of the public in accordance with 23 CFR 645.113(f) and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one Contract Invoice no later than ninety (90) days after relocation work is completed. The Local Public Agency shall issue reimbursement within forty-five (45) days after receipt of a valid Contract Invoice. No amount in excess of agreed amount in Exhibit "B" shall be reimbursed.

SECTION 6 – COST INCREASES

An invoice that increases the total invoiced project cost above the amount shown in exhibit "B" shall not be approved until the Local Public Agency has issued another purchase order or an advice of change (AC) order to cover the increased cost of relocation. If the invoice causes the total invoiced project cost to exceed the amount

shown in Exibhit “B” by more than 10%, the invoice shall not be approved until the utility submits a revised estimate and justification for the additional cost of relocation. The Utility acknowledges that until the above conditions are met the Local Public Agency may return any invoice submitted by the Utility which when totaled with previous invoices paid (or to be paid) by the Local Public Agency exceeds the amount shown in Exhibit “B” by more than 10%

The Local Public Agency shall make every effort to expedite the payment of any approved cost increase above the amount originally agreed upon.

SECTION 7 - FINAL BILL

The utility shall present its final contract invoice accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final contract invoice. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Public Agency to support such invoice.

SECTION 8 - RECORDS

The accounts and records of the Utility and any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of INDOT, and the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Utility shall thereafter continue to maintain the accounts and records until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Upon completion of the Utility’s work, the INDOT’s Division of Accounting and Control and/or the Local Public Agency may audit the Utility’s records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with INDOT’s resolution of the final audit. If additional money is due the Utility, INDOT and/or the Local Public Agency shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by INDOT’s Division of Accounting and Control or by the Local Public Agency. If the audit resolution shows that the Utility has been overpaid, INDOT and/or the Local Public Agency shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay INDOT and/or the Local Public Agency within forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five

(45) days, INDOT and/or the Local Public Agency may offset such amount against claims that the Utility has against INDOT and/or the Local Public Agency.

SECTION 9 - BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION X - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where said Department of Transportation and/or the Local Public Agency has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation, the State, and/or the Local Public Agency.

SECTION 11 - INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 12 - PENALTIES/INTEREST/ATTORNEY'S FEES

The Local Public Agency will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law.

SECTION 13 - COMPLIANCE WITH LAWS; APPLICABLE LAW

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this Contract are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this Contract shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this Contract require formal amendment.

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION 14 - COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by IC 5-22-3-7:

(1) The UTILITY and any principals of the UTILITY certify that
   (A) The UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of
      (i) IC 24-4.7 [Telephone Solicitation of Consumers],
      (ii) IC 24-5-12 [Telephone Solicitations], or
      (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
   (B) The UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
   (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
   (B) Will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

SECTION 15 - CONFLICT OF INTEREST

A. As used in this section:
"Immediate family" means the spouse and the unemancipated children of an individual.
"Interested party," means:
   1. The individual executing the Contract;
   2. An individual who has an interest of three percent (3%) or more of UTILITY, if UTILITY is not an individual; or
   3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Commission" means the State of Indiana Ethics Commission.

B. The Local Public Agency may cancel this Contract without recourse by UTILITY if any interested party is an employee of the State of Indiana or the Local Public Agency.

C. The Local Public Agency will not exercise its right of cancellation under section B above if the UTILITY gives the Local Public Agency an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana or Local Public Agency of the interested party does not violate any statute or code relating to ethical conduct of State of Indiana or Local Public Agency

employees. The Local Public Agency may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.

D. UTILITY has an affirmative obligation under this Contract to disclose to the Local Public Agency when an interested party is or becomes an employee of the State of Indiana or Local Public Agency. The obligation under this section extends only to those facts that UTILITY knows or reasonable could know.

SECTION 16 - DRUG-FREE WORKPLACE CERTIFICATION

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Local Public Agency and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of $25,000.00, UTILITY hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the INDOT of Indiana in excess of $25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the UTILITY and made a part of the contract or agreement as part of the contract documents.

The UTILITY certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the UTILITY’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the UTILITY’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

C. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the UTILITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the Local Public Agency within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

SECTION 17 – FUNDING CANCELLATION CLAUSE

When the Director of the Local Public Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, the Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

SECTION 18 – NON-DISCRIMINATION

A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

B. The UTILITY understands that the Local Public Agency is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least $50,000.00 worth of business with the Local Public Agency and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

SECTION 19 – DEBARMENT AND SUSPENSION

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term “principal” for the purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the UTILITY.

SECTION 20 – CERTIFICATIONS FOR FEDERAL-AID CONTRACTORS LOBBYING ACTIVITIES

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

SECTION 21 - APPROVAL OF ATTORNEY-GENERAL

This Agreement shall not be effective unless and until it is approved by the Attorney General of Indiana or an authorized representative, as to form and legality.

SECTION 22 - ETHICS

The UTILITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Local Public Agency, as set forth in

Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the UTILITY is not familiar with these ethical requirements, the UTILITY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the UTILITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the UTILITY. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

SECTION 23 – NON-COLLUSION

The undersigned attests, subject to the penalties for perjury, that he/she is the contract party, or that he/she is the representative, agent, member or officer of the UTILITY that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

SECTION 24 – BUILD AMERICA, BUY AMERICA CERTIFICATION

The Utility agrees that all steel, iron, manufactured products and construction and material permanently incorporated into the project and used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of 23 CFR 635.410 and Infrastructure Investment and Jobs Act (IIJA, Public Law 117-58, Title IX-Build America, Buy America, div. G §§ 70901-52) on November 15, 2021, and Federal Memorandum M-22-11.

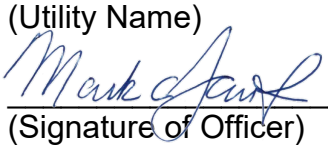
The remainder of this page is intentionally left blank.

03/

IN WITNESS HEREOF the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTLITY:

Citizens Water
(Utility Name)



03/23/2024
(Signature of Officer)

Mark C. Jacob
(Officer's Name, Printed or Typed)

Vice President, Capital Programs & Engineer / Quality Systems
(Officer's Position)

JT 03/22/24

I understand and agree that by electronically signing and submitting this Contract electronically I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

ACKNOWLEDGEMENT

FOR:

_____
(Name of Local Public Agency)

BY:

_____
_____
(Typed or Printed Name)

_____
_____
(Typed or Printed Name)

_____
_____
(Typed or Printed Name)

ATTEST:

_____
_____
(Typed or Printed Name)

ACKNOWLEDGEMENT

State of Indiana, County of _____, SS:

Before me, the undersigned Notary Public in and for the County and State, personally appeared _____

and acknowledged the execution of the foregoing contract on this ____ day of _____ 20___.

My Commission Expires _____

_____
(Signature)

_____
(seal)

_____
(Printed or Typed) (Notary Public)

Exhibit A

Date: 4/19/2023

Subject:

Utility Relocation Work Plan for:	Citizens Energy Group
Facility Type:	Water

Section 1: General Information

A. INDOT/LPA Project Information

1.	DES NO.:	1901669
2.	Route Number:	Southeastern Pkwy and 126th St.
3.	Location:	Approx. 530 ft. NW of Intersection. Southeasterly 1122 ft along Southeastern Pkwy Approx 580 ft SE of intersection.
4.	Work Type:	Intersection Improvement
5.	Letting Date:	10/12/23
6.	Date Work Plan Needed	5/24/23
7.	Target Date for Utility to be out of conflict with INDOT Project	8/19/23

B. Utility Designated Contact – Information

1.	Designated Contact Name:	Scott Ritter
2.	Office telephone:	317-927-4434
3.	Mobile telephone:	
4.	Email address:	sritter@citizensenergygroup.com
5.	Agency name	Citizens Energy Group
6.	Address:	2150 Dr. Martin Luther King Jr. St.
7.	City, State, Zip Code:	Indianapolis In. 46202
8.	Construction Emergency Contact:	
	Name:	Citizens Energy Group Dispatch
	Number:	317-927-6000

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative Print Name Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Aaron Day
2.	Office Telephone:	317-547-5580
3.	Mobile Telephone:	765-210-7409
4.	Email Address:	utilitycoordination@structurepoint.com
5.	Agency Name:	American Structurepoint
6.	Address:	9025 River Road
7.	City, State, Zip Code	Indianapolis, IN, 46240

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.
Citizens Energy Group (Citizens) has existing 12- and 16-inch DI and PVC water mains (installation dates ranging between 2006-2020) within the project limits.

B. Describe the location of existing active and inactive facilities.
See attached plan markups for facility locations.

C. Describe what will be done with existing active and inactive facilities.
Review is based on plans dated 8/9/2022 and received on 3/27/2023.

The existing water mains, valves, and hydrants are within easements and will remain in place with specific relocations to avoid proposed work. Existing water mains proposed to be retired as part of water main relocations will be retired in-place. Existing valve castings and hydrants proposed to be retired will be removed by Citizens Energy Group. Meter pit and service line adjustments and adjusting curb boxes to finished grade are the responsibility of the INDOT Contractor. The valve castings will be adjusted to grade by Citizens Energy Group.

Proposed storm structures are required to be located a minimum of 8 feet horizontally from water mains. Proposed storm sewers are required to have a minimum of 18 inches of vertical clearance from water mains. Water mains will need to be lowered to ensure sufficient vertical clearance from proposed storm sewers.

If the project excavation work will occur within five (5) horizontal feet of an existing Citizens Energy Group water main, shoring, retention walls, steel plates or another method subject to Citizens Energy Group approval shall be employed to protect the water. The existing water main shall be protected during the installation of the proposed riprap and coffer dam.

D. Describe the details of the proposed new facilities.
See attached plans.

E. Describe the proposed location of the new facilities.
See attached plans.

Exhibit A

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on 3/27/2023

Signature of Utility Representative | Print Name | Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

Facility relocations are not dependent on the acquisition of additional property interests.

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

Citizens will not allow the contractor to do the required work.

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	**30 days**
B.	The expected lead time in calendar days to obtain materials:	**120 days**
C.	The expected lead time in calendar days to schedule work crews:	**60 days**
D.	If the contractor is being selected by competitive bid what is the date of selection?	**N/A**
E.	The expected lead time in calendar days to obtain new property interests:	**N/A**
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	**10/1/2023**
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	**180 days**

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

Facility relocations are not dependent on work to be done by another utility.

B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)]

INDOT contractor shall removal trees within proposed right of way.

Exhibit A

C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: **21**

D. The number of calendar days to complete the relocation work: **45 Days**

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

See attached plans.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

See attached Preliminary Cost Estimate

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

Documentation of existing water utility easements is attached.

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:	☒	☐
A relocation permit from INDOT/LPA:	☒	☐

(Note: Double-click on box in Yes or NA to mark it with an "X")

Scott Ritter
Signature of Utility Representative

09/08/2023
Date

Scott Ritter
Utility Representative Name Printed

INDOT/LPA use only below this point ---------- INDOT/LPA use only below this point

Exhibit A

INDOT/LPA use only below this point ---------- INDOT/LPA use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements	☒	☐	ACD
(1.b) is compatible with the project plans	☒	☐	ACD
(1.c) is compatible with the construction schedule	☒	☐	ACD
(1.d) is compatible with other utility relocation work plans	☒	☐	ACD
(2.a) has reasonable relocation scheme	☒	☐	ACD
(2.b) has a reasonable cost for compensable work	☒	☐	ACD

(**Note**: Double-click on box under Yes or N/A to mark it with an "X")

Utility Coordinator Signature

10/18/2023

Date

Aaron Day

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature (LPA Project – ERC Signature)

10/20/2023

Date

Tami K. Houston

Project Manager Name Printed (LPA Project – ERC Name Printed)

126th ST. AND SOUTHEASTERN PKWY. RAB WATER MAIN RELOCATIONS PROJECT # [project no]

citizens energy group™

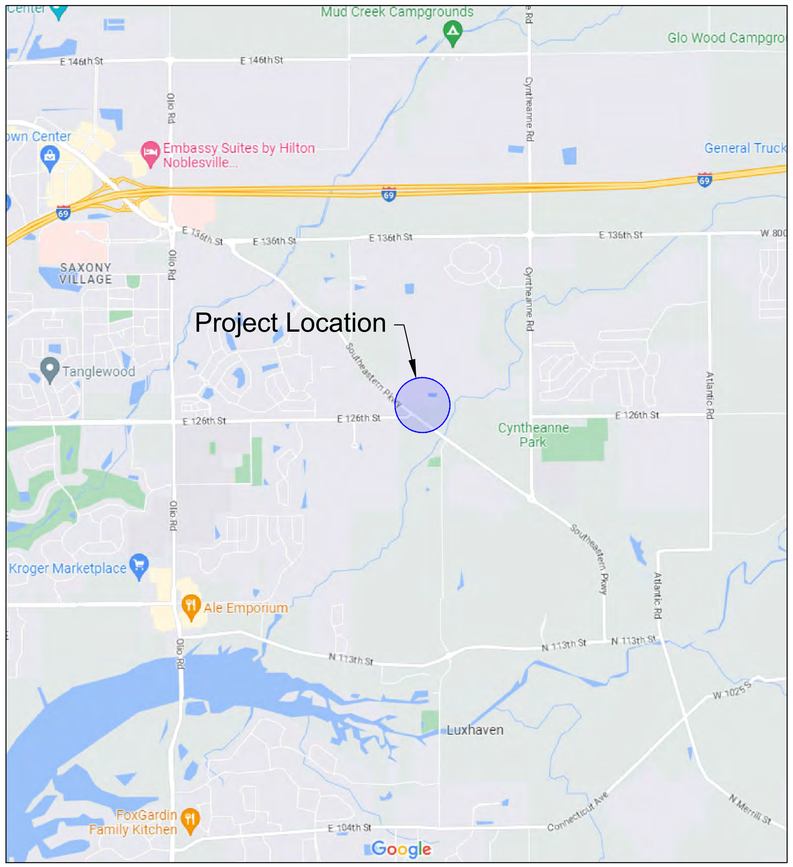
2150 DR. MARTIN LUTHER KING JR. STREET
INDIANAPOLIS, IN 46202
WWW.CITIZENSENERGYGROUP.COM
(317) 639-1501

CITIZENS PROJECT CONTACT INFORMATION

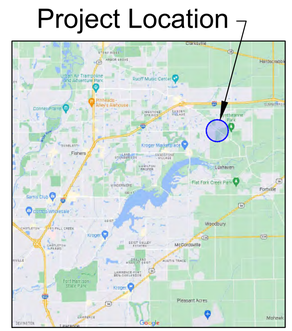
Manager - Capital Project Delivery, Jeremy Kosegi 317-429-3992
JKosegi@CitizensEnergyGroup.com

Design Project Manager, Scott Ritter 317-927-4434
SRitter@CitizensEnergyGroup.com

Construction Project Manager, Jamie Schultz 317-429-3929
JSchultz@CitizensEnergyGroup.com



PROJECT LOCATION MAP
NOT TO SCALE



GENERAL LOCATION MAP
NOT TO SCALE

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 - 3	SHUT OUT PLANS
4 - 6	PLANS
7	TRAFFIC CONTROL STANDARDS

GENERAL NOTES:

1. FOLLOW CITIZENS ENERGY GROUP WATER STANDARDS MANUAL AT CITIZENSWATER.COM
2. CONTRACTOR IS RESPONSIBLE FOR LOCATES 2 DAYS PRIOR TO DIGGING.
3. CONTRACTOR IS RESPONSIBLE FOR FOLLOWING LOCAL AGENCY TRAFFIC CONTROL REQUIREMENTS.

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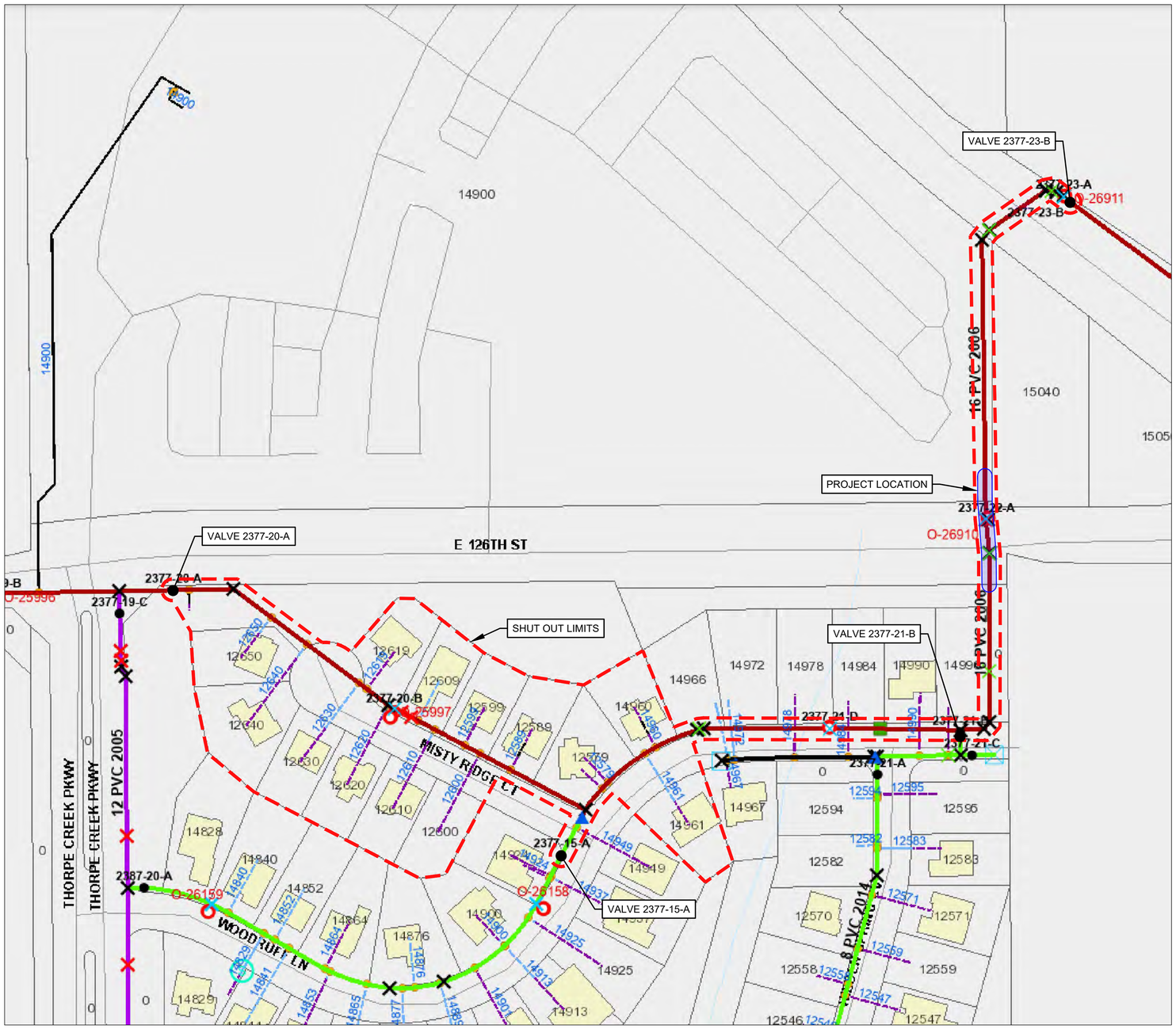
DRAFT

126th ST. AND SOUTHEASTERN PKWY. RAB
WATER MAIN RELOCATIONS
PROJECT # [project no]

DATE	REVISIONS	BY
*		*

SHEET NUMBER
1
1 of 7



SHUT-OUT MAP
NOT TO SCALE

VALVE SHUT-OUTS			
VALVE NUMBER	SIZE	TYPE	YEAR
2377-20-A	16	BUTTERFLY	2005
2377-15-A	8	GATE	2005
2377-21-B	8	GATE	2006
2377-23-B	16	BUTTERFLY	2006
ESTIMATED CUSTOMERS SHUTOUT = 16			

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BY	REVISIONS	DATE
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INDIANAPOLIS, IN 46202
(317) 638-1501

126th ST. AND SOUTHEASTERN PKWY. RAB
WATER MAIN RELOCATIONS

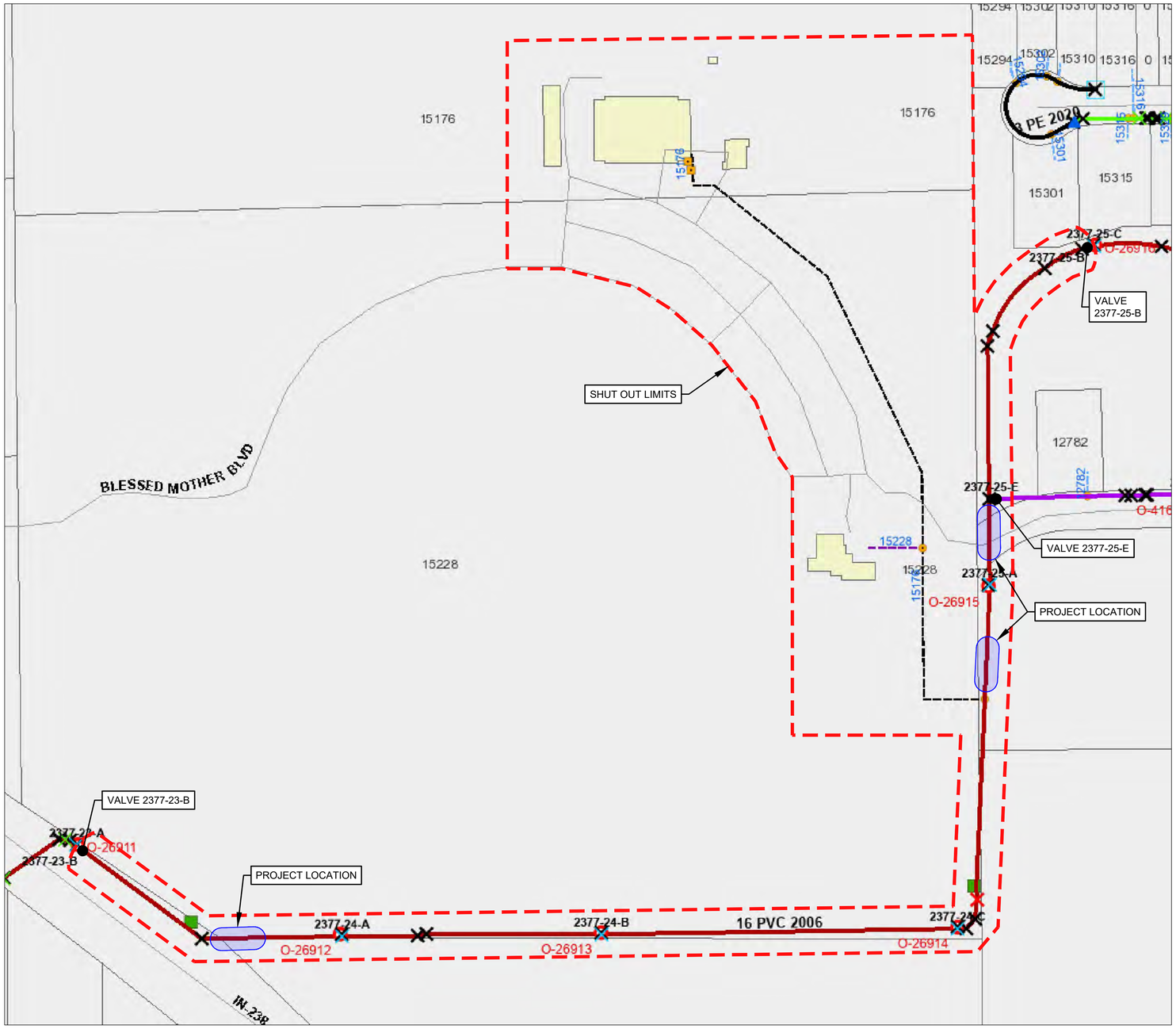
Distribution Map	Pressure District	Meter MAP	Tax Code
2387	GEIST	7477	IN29007

Drawn By: TR
Project Manager: SCOTT RITTER

Scale: NONE
Project No.: [project no]
Date: 03/2023

SHEET NUMBER
2
2 of 7

Exhibit A



SHUT-OUT MAP
NOT TO SCALE

VALVE SHUT-OUTS			
VALVE NUMBER	SIZE	TYPE	YEAR
2377-23-B	16	BUTTERFLY	2007
2377-25-E	12	GATE	2020
2377-25-B	16	BUTTERFLY	2006
ESTIMATED CUSTOMERS SHUTOUT = 3			

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BY	REVISIONS	DATE
.	.	.

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WATER MAIN RELOCATIONS

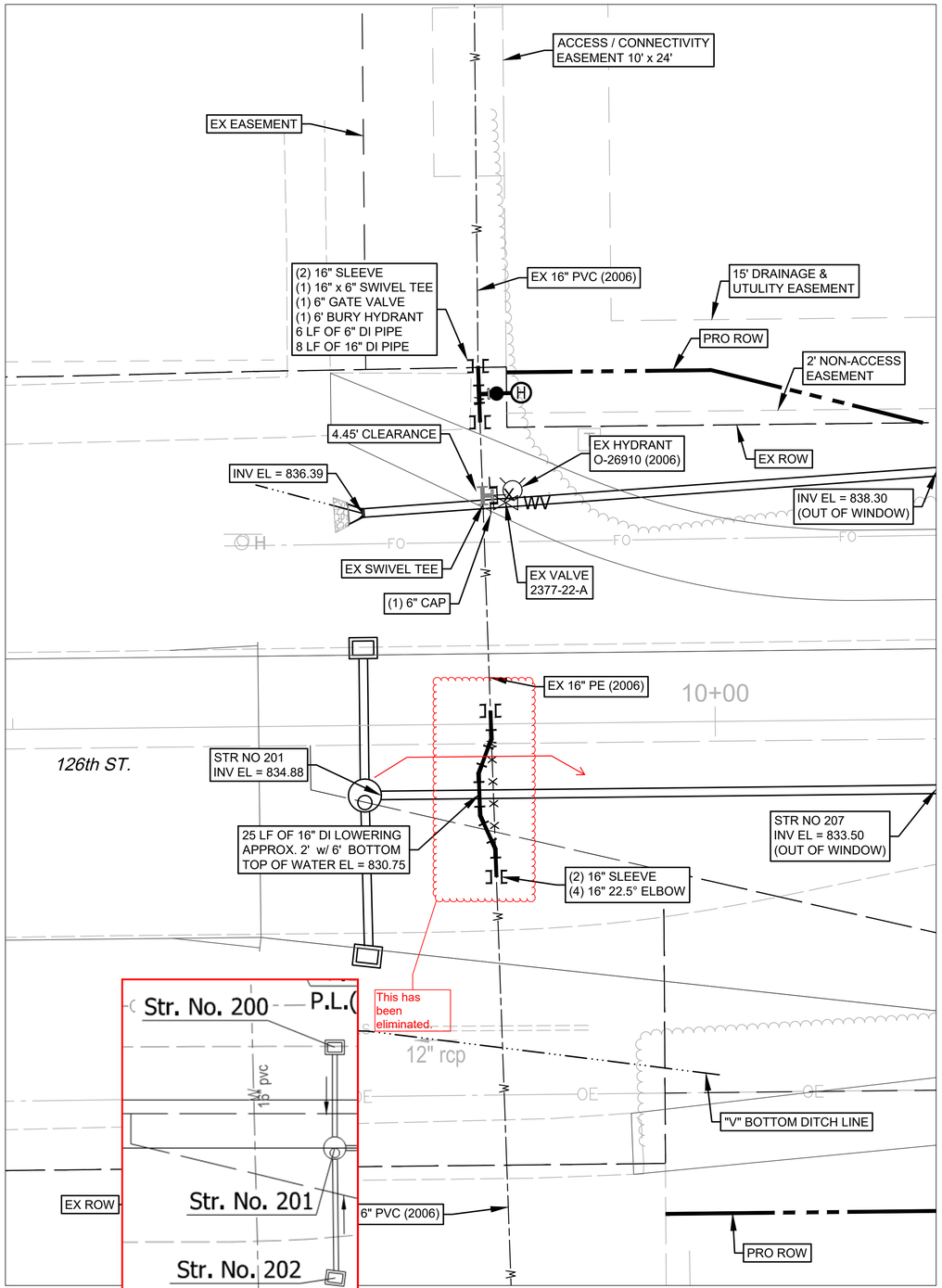
Distribution Map	Pressure District	Meter MAP	Tax Code	Project Manager
2387	GEIST	7477	IN29007	SCOTT RITTER

Drawn By: TR

Scale: NONE
Project No.: [project no]
Date: 03/2023

SHEET NUMBER
3
3 of 7

Exhibit A

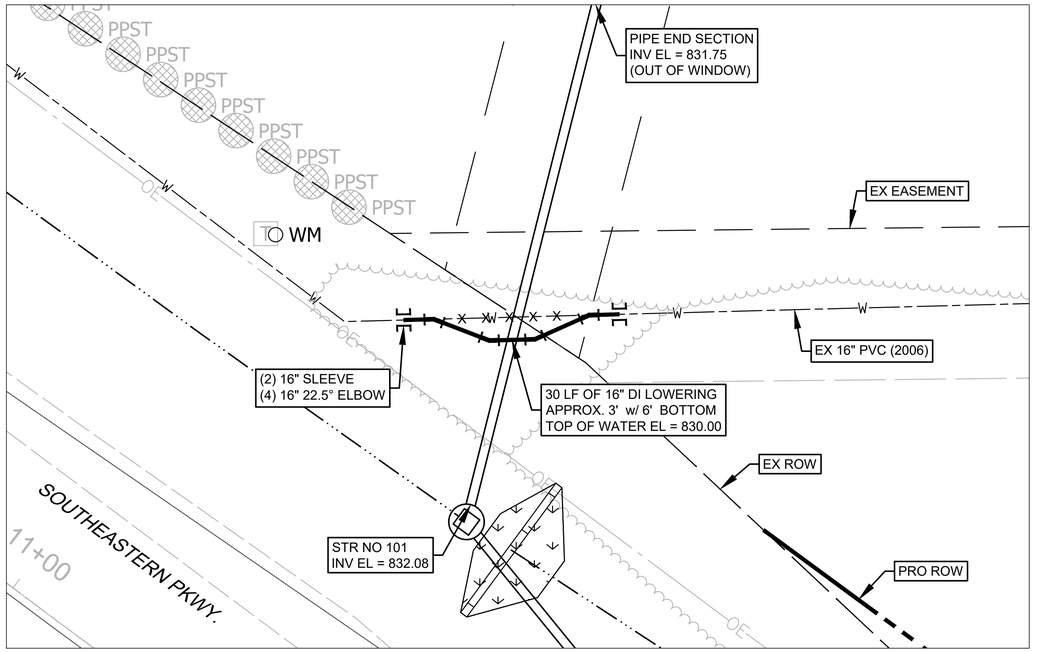


HYDRANT O-26910 RELOCATION - LINE "PR-S-3-A"

SCALE : 1"=10'

10' 5' 0' 10'

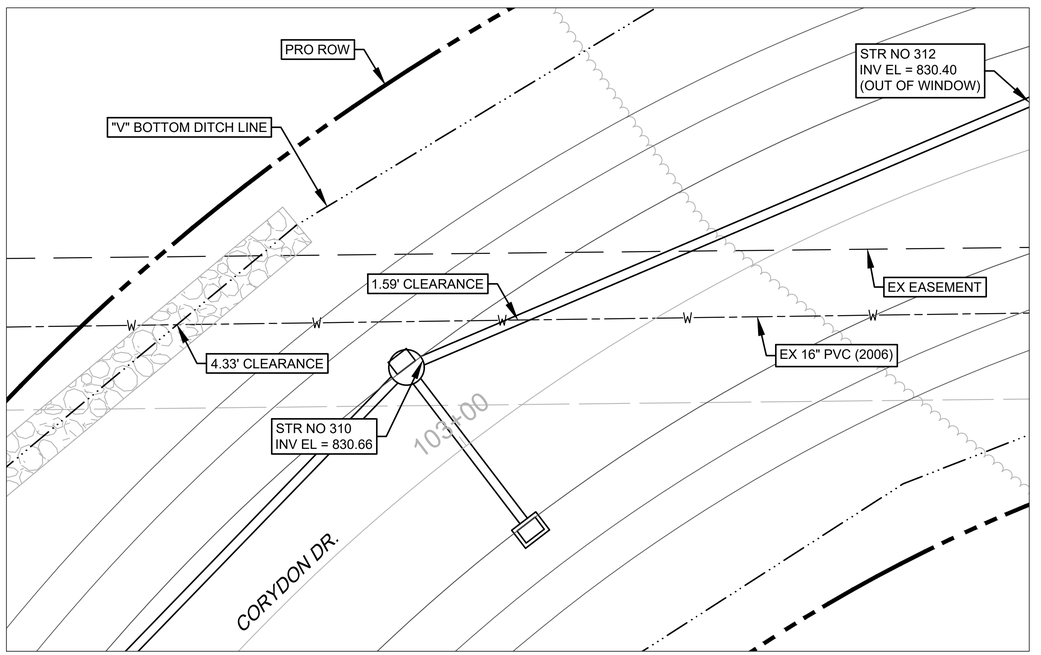
X X X X X = CUT, CAP AND RETIRE IN PLACE



WATER MAIN RELOCATION - LINE "A"

SCALE : 1"=10'

10' 5' 0' 10'



WATER MAIN RELOCATION - LINE "PR-HR"

SCALE : 1"=10'

10' 5' 0' 10'

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BY	REVISIONS	DATE
.	.	.

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WATER MAIN RELOCATIONS

Distribution Map	Pressure District	Meter MAP	Tax Code	Project Manager
2387	GEIST	7477	IN29007	SCOTT RITTER

Drawn By: TR

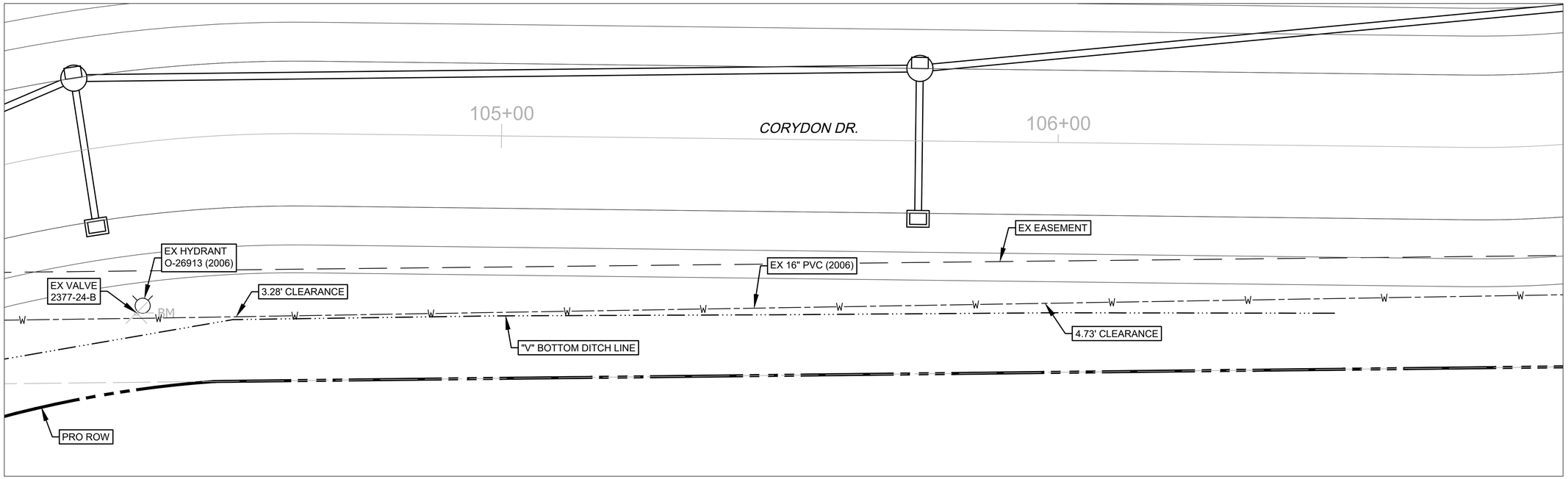
Scale: 1" = 10'

Project No.: [project no]

Date: 03/2023

SHEET NUMBER
4
4 of 7

Exhibit A



WATER MAIN RELOCATIONS - LINE "PR-HR"

SCALE : 1"=10'

10' 5' 0' 10'

X X X X X = CUT, CAP AND RETIRE IN PLACE

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BY	REVISIONS	DATE
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WATER MAIN RELOCATIONS

Distribution Map	Pressure District	Meter MAP	Tax Code
2387	GEIST	7477	IN29007

Drawn By: TR
Project Manager: SCOTT RITTER

Scale: 1" = 10'
Project No.: [project no]
Date: 03/2023

SHEET NUMBER
5
5 of 7

Exhibit A

STR NO 328
INV EL = 831.25

STR NO 329
INV EL = 831.25

STR NO 330
INV EL = 829.69

30 LF OF 16" DI LOWERING
APPROX. 2' w/ 11' BOTTOM
TOP OF WATER EL = 827.75

EX EASEMENT

(2) 16" SLEEVE
(4) 16" 22.5° ELBOW

EX 16" PVC (2006)

EX HYDRANT
O-26915 (2006)

EX VALVE
2377-25-A

TREE PREPARATION AREA
AND BEST MANAGEMENT
PRACTICES EASEMENT

INV EL = 829.75

INV EL = 829.75

112+00

113+00

CORYDON DR.

8" pvc

12" rcp

12" rcpp

12" rcp
STM

SAN

STM

Gravel

Gravel

P. Exist. R/W

N 66° 36' 38

Str. No. 335

81 LF OF 16" DI OFFSET & LOWERING
APPROX. 2' w/ 21' BOTTOM
TOP OF WATER EL = 828.25

(2) 16" SLEEVE
(4) 16" 22.5° ELBOW

STR NO 334
INV EL = 830.04

EX VALVE
2377-25-E

EX 12" DI (2020)

25' DRAINAGE AND UTILITY EASEMENT

This has
been
eliminated.

WATER MAIN RELOCATIONS - LINE "PR-HR"

SCALE : 1"=10'

10' 5' 0' 10'

X X X X X = CUT, CAP AND RETIRE IN PLACE

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WATER MAIN RELOCATIONS

Distribution Map	Pressure District	Meter MAP	Tax Code
2387	GEIST	7477	IN29007

Drawn By: TR
Project Manager: SCOTT RITTER

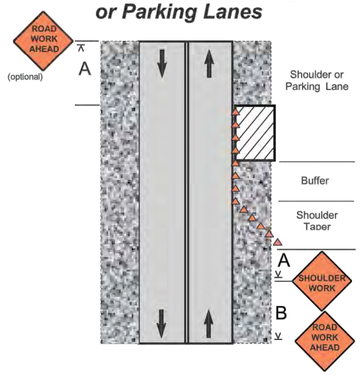
Scale: 1" = 10'
Project No.: [project no]
Date: 03/2023

SHEET NUMBER
6
6 of 7

Exhibit A

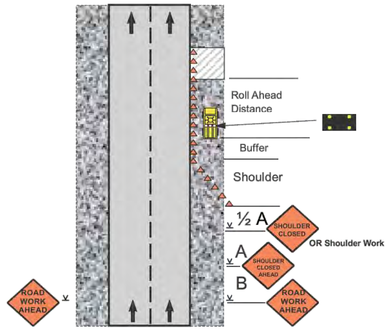
Indiana Department Of Transportation
Permit Section Traffic Control Quick Reference Guide

Work on Paved Shoulders >8ft. or Parking Lanes



Note: WORKERS or UTILITY WORK AHEAD signs may be used instead of the SHOULDER WORK or ROAD WORK AHEAD signs.

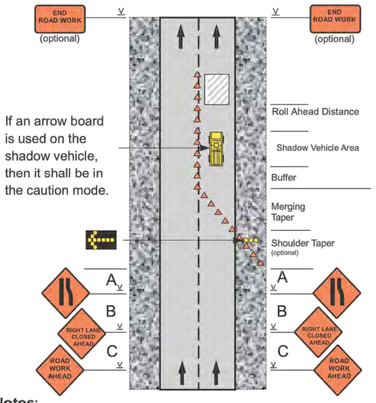
Paved Shoulder >8ft. Closed on Divided Roadway



Notes:
1. SHOULDER CLOSED signs should be used on limited-access highways where there is no opportunity for disabled vehicles to pull off the traveled way.
2. UTILITY WORK AHEAD or WORKERS signs may be used instead of the ROAD WORK AHEAD sign.
3. Use of an arrow display is optional. If used, it shall be operated in the caution mode.
4. ≤40mph speed limit, shadow vehicle optional.

Shadow Vehicles CANNOT be used as work vehicles

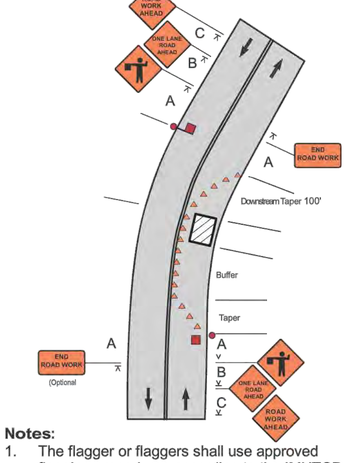
Lane Closure on a Divided Roadway or One Way Street



If an arrow board is used on the shadow vehicle, then it shall be in the caution mode.

Notes:
1. When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic to/from the side road, and a ROAD WORK AHEAD sign shall be placed on each side road approach.
2. On non-freeway multi- lane roads in urban areas, the sign spacing may be reduced
3. ≤40mph speed limit, shadow vehicle optional.

Lane Closure on a Two-Lane Road (Two Flagger Operation)



Notes:
1. The flagger or flaggers shall use approved flagging procedures according to the IMUTCD
2. If there is a side road intersection within the work area, additional traffic control, such as flaggers and appropriate signage, may be needed on the side road approaches.

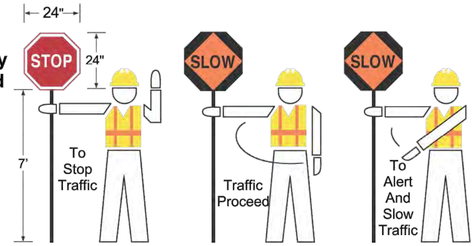
Legend

- Channelizing Device
- Portable Sign Support
- Work Area
- Arrow Board Displav
- Arrow Board Display Symbol
- Warning Sign
- Flagger Symbol
- Shadow Vehicle With Flashing Light

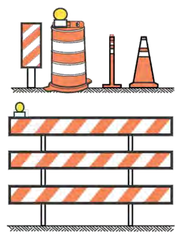
Flagger Standards and Procedures

If flaggers are used they must be properly trained and equipped at all times.

Only 24"Diameter Stop/Slow paddles are allowed while flagging on State Right-Of-Way



Acceptable Channelizing Devices



1. Stripes on barricade rails slope downward at an angle of 45 degrees toward the direction traffic is to pass.
2. Barricade rail stripe widths shall be 6 inches except where rail lengths are less than 36 inches, then 4 inch wide stripes may be used.
3. The sides of barricades facing traffic shall have retroreflective rail faces.
4. All channelizing devices shall meet AASHTO Manual for Assessing Safety Hardware (MASH) Requirements.

Spacing

On Tapers: The distance in feet equal to the speed limit in mph,

Alongside the work area: The distance in feet equal to 2.0 times the speed limit in mph.

Alternatively, the spacing for straight-a-ways may be as follows:

- **20 to 40 mph: 1 cone for every 40' (every skip)**
- **40 to 55 mph: 1 cone for every 80' (every other skip)**
- **60 mph & above: 1 cone for every 120' (every 3 skips)**

Sign Spacing (feet)					
	25-30 mph	35-40 mph	45-55 mph	Multilane Divided 50 mph or higher	Expressway/ Freeway
A	100	350	500	1000	1000
B	100	350	500	1600	1600
C	100	350	500	2640	2640

Distances shown are approximate. Sign spacing should be adjusted for curves, hills, intersections, driveways, etc., to improve sign visibility.

OPTIONAL SKIPS BASED TAPERS (For a 12 Ft Wide Closure)												
	Speed (MPH)	Shoulder Tapers				Shifting Tapers				Merging Tapers			
		L	#S	CS	#C	L	#S	CS	#C	L	#S	CS	#C
Low Speed	20	80	2	20	5	80	2	20	5	160	4	20	9
	25	80	2	20	5	80	2	20	5	160	4	20	9
	30	80	2	20	5	120	3	20	7	200	5	20	11
	35	120	3	20	7	160	4	20	9	280	7	20	15
	40	120	3	40	4	160	4	40	5	320	8	40	9
High Speed	45	200	5	40	6	280	7	40	8	560	14	40	16
	50	200	5	40	6	320	8	40	9	600	15	40	17
	55	240	6	40	7	360	9	40	10	680	17	40	18
	60	240	6	60	5	360	9	60	7	720	18	60	13
	65	280	7	60	6	400	10	60	8	800	20	60	15
	70	280	7	60	6	440	11	60	9	840	21	60	15
2-Way & Downstream Tapers are always 100/2.5/20/7													
L = Length (ft)		#S = Number of Skips				CS = Cone Spacing (ft)				#C = Number of Cones			

Guidelines for Buffer Lengths and Distance of Flagger Station in Advance of the Workspace

Speed (mph)	MUTCD Based Buffer Length (ft)	Optional Skips Based	
		Buffer Length (ft)	Number of Skips
20	115	120	3
25	155	160	4
30	200	200	5
35	250	280	7
40	305	320	8
45	360	360	9
50	425	440	11
55	495	520	13
60	570	600	15
65	645	680	17
70	730	760	19

Roll-ahead Distances

Speed	Stationary	Mobile
≤ 45 mph	100 ft	150 ft
50 - 55 mph	150 ft	200 ft
60 - 65 mph	200 ft	275 ft
70 mph	225 ft	325 ft

DISCLAIMER… The purpose of this document is to present guidelines for work zone traffic control. This covers the basic requirements set forth in Part VI of the Indiana Manual on Uniform Traffic Control Devices (MUTCD) as it pertains to Right-Of-Way Permit work. Any changes or additions of traffic control of protection can be requested per the INDOT District Permit Sections. This document MUST accompany the Right-Of-Way Permit Application.

Created By INDOT, Work Zone Safety Section, June 2011.

Approved INDOT Permit Number E16S2MI0002

www.in.gov/indot

DRAFT

REVISIONS | BY | DATE

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citizens energy group

CITIZENS WATER
2150 DR. MARTIN LUTHER KING JR. STREET
INDIANAPOLIS, IN 46202
(317) 638-1501

126th ST. AND SOUTHEASTERN PKWY. RAB
WATER MAIN RELOCATIONS

Distribution Map 2387 | Pressure District GEIST | Meter MAP 7477 | Tax Code IN29007 | Project Manager SCOTT RITTER | Drawn By TR

Scale: NONE

Project No.: [project no]

Date: 03/2023

SHEET NUMBER 7

7 of 7

Exhibit A

Exhibit "B"
126th Street and Southeastern Parkway Roundabout
Des 1901669
Water Reimbursable Preliminary Cost Estimate

Summary	Preliminary Estimated Cost
CEG Labor	
Project Manager	$ 6,190
Design	$ 4,915
Construction	$ 131,000
Construction Manager	$ 6,190
Inspection	$ 6,190
Closeout	$ 6,550
Material	$ 122,815
Permits	$ -
Resurfacing	$ -
Tree Clearing	$ -
Alignment Staking	$ 4,005
Betterment	$ -
Salvage	$ -
Preliminary Estimated Cost	**$ 287,945**

Notes

1 Backfill with flowable fill within existing pavement
2 Backfill with native soil outside of existing pavement
3 Excludes pavement and dirt restoration

Exhibit A

2000 (5) 200 mone

Archives File # 10150

Item Number 51

Cross Reference

2007009879 EASE $22.00
02/22/2007 01:56:19P 5 PGS
Jennifer J Hayden
HAMILTON County Recorder IN
Recorded as Presented

This easement encumbers real estate that does not lie within a subdivision. The instruments by which the encumbered real estates were most recently transferred are recorded as Instrument Numbers 2002-00010272 and 96-09613380 in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, THE ROMAN CATHOLIC DIOCESE OF LAFAYETTE-IN-INDIANA, INC. (hereinafter "Grantor"), for itself and its grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a non-exclusive, perpetual easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair one water main or line and its necessary appurtenances, including reasonable water service line connections for the transportation and distribution of water to the public in general in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is described and depicted in attached Exhibit "A" (which includes a print of Grantee's Drawing No. D-10656), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit "A" is incorporated in, and made a part of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Easement Real Estate, using established lanes or driveways when reasonably practicable for the purpose of access to the Easement Real Estate, (2) to use, temporarily, additional space where available and when necessary, and upon prior written notice to Grantor whenever reasonably possible, from time to time adjacent to the Easement Real Estate for equipment and material necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, and (4) for nearby property owners, their grantees, successors, agents, or employees, to connect the premises of such nearby property owners by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, pursuant to Grantee's rules as approved by the Indiana Utility Regulatory Commission. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate or other real estate of the Grantor disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is practicable, but it shall have no duty to restore an area of the Easement Real Estate disturbed by nearby property owners, their grantees, successors, agents or employees, in connecting the premises of the nearby property owners by water service pipes to the water main or line installed in the Easement Real Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work.

AH

MAY 31 2007

RECEIVED

Exhibit A

Grantor reserves the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement. Grantor herein covenants for itself and for its grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, roads, landscaping, sidewalks, or parking spaces so long as said structures do not change the final grade of the Easement Real Estate by more than twelve (12) inches. The parties agree that in Grantor's sole discretion, Grantor may elect to move the water line or main in the future. Grantee shall move the water line or main to a reasonably agreed upon location and Grantor shall pay all reasonable costs associated with the move. The Grantor shall provide the Grantee with written notice of its request to move the water line or main and Grantee shall schedule the move within its normal course of business.

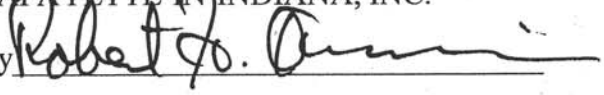
The Grantor represents and certifies that it is the owner of the Easement Real Estate; it guarantees the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

Notwithstanding anything in this Grant of Easement to the contrary, Grantor shall not grant any additional easements over the Easement Real Estate without the prior written approval of Grantee, which approval shall (i) not be unreasonably delayed, and (ii) be granted upon the determination by Grantee, using reasonable discretion, that the utilities or any other improvements to be constructed in the new easement, as shown pursuant to plans submitted to Grantee by Grantor that provide location, profiles and elevations of such proposed utilities or other structures do not unreasonably undermine the integrity of the water main or unreasonably interfere with its maintenance, based upon customary and standard building and construction practices in central Indiana.

As a condition to its use of the Easement Real Estate and at all times during use of the Easement Real Estate, Grantee shall maintain insurance, whether self-insured or via the purchase of a policy from a third party, against those items or liabilities that would ordinarily be covered by a standard, commercial general liability insurance policy in an amount not less than the then current statutory limit for tort claims against governmental entities under I.C. 34-13-3-4, as amended or succeeded.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this 9th day of November, 2006.

THE ROMAN CATHOLIC DIOCESE OF LAFAYETTE-IN-INDIANA, INC.

By 

Printed Robert H. Quinn

Title Vice President, Asst. Sec/Treas.

Exhibit A

STATE OF INDIANA)
) SS:
COUNTY OF Tippecanoe)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Robert H. Quinn the Vice President, Asst. Sec/Treas. of The Roman Catholic Diocese of Lafayette-IN-Indiana, Inc., who acknowledged his/her execution of the foregoing instrument to be his/her voluntary act and deed on behalf of said company.

Witness my hand and Notarial Seal this 9th day of November, 2006.

I/1807832.2

I am a resident of Carroll County, State of Indiana, and my commission expires: March 9, 2006.

NOTARY PUBLIC SEAL INDIANA

Kathleen A. Askins
Signature Notary Public

Printed: Kathleen A. Askins

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:
Ansel Howe

Exhibit A

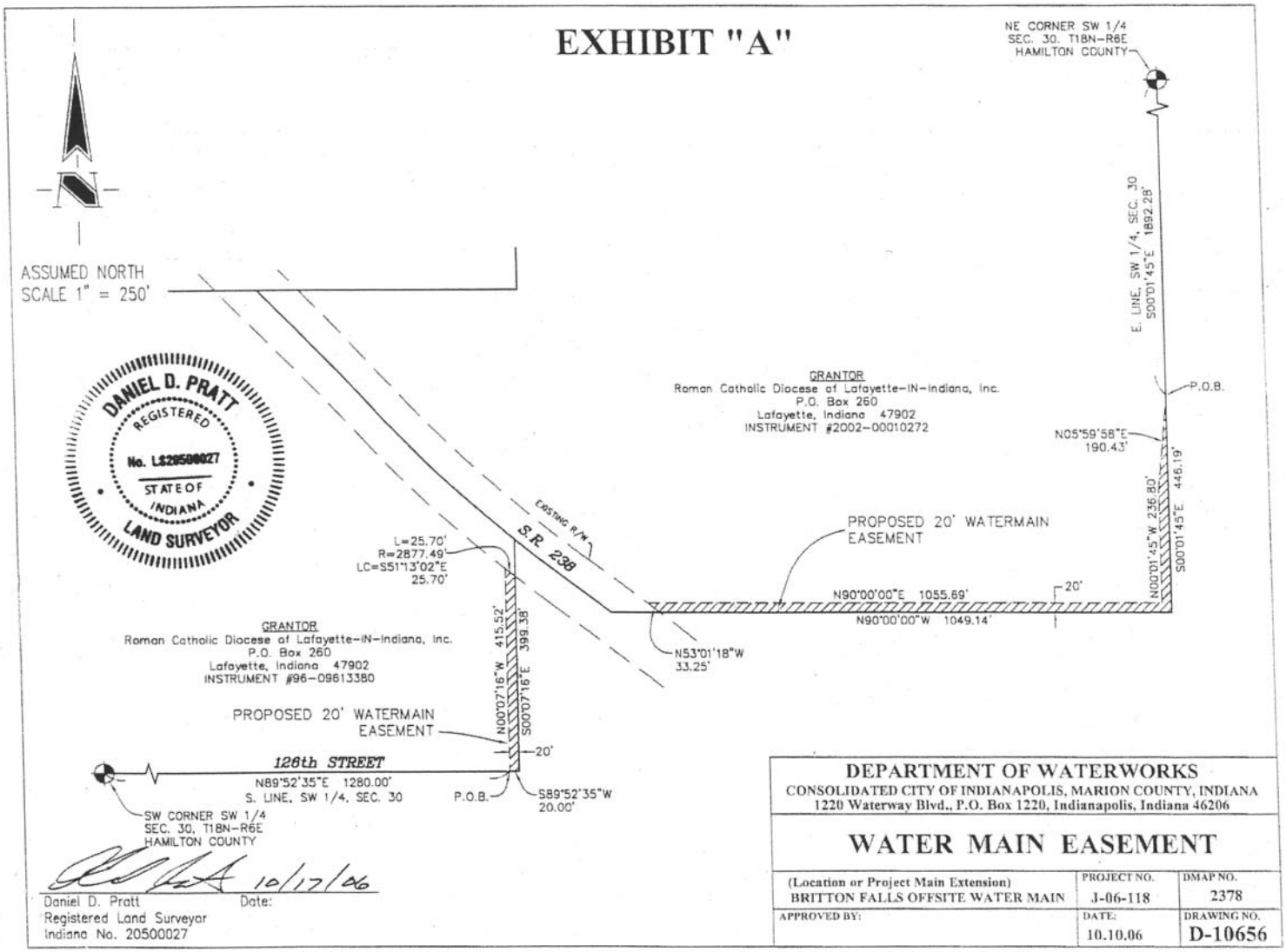


EXHIBIT "A"
NE CORNER SW 1/4
SEC. 30, T18N-R6E
HAMILTON COUNTY
E. LINE, SW 1/4, SEC. 30
S00°01'45"E 1892.28'
ASSUMED NORTH
SCALE 1" = 250'
DANIEL D. PRATT
REGISTERED
No. LS20500027
STATE OF
INDIANA
LAND SURVEYOR
GRANTOR
Roman Catholic Diocese of Lafayette-IN-Indiana, Inc.
P.O. Box 260
Lafayette, Indiana 47902
INSTRUMENT #2002-00010272
P.O.B.
N05°59'58"E
190.43'
S00°01'45"E 446.19'
N00°01'45"W 236.80'
EXISTING R/W
S.R. 238
L=25.70'
R=2877.49'
LC=S51°13'02"E
25.70'
PROPOSED 20' WATERMAIN
EASEMENT
N90°00'00"E 1055.69'
N90°00'00"W 1049.14'
20'
N53°01'18"W
33.25'
GRANTOR
Roman Catholic Diocese of Lafayette-IN-Indiana, Inc.
P.O. Box 260
Lafayette, Indiana 47902
INSTRUMENT #96-09613380
N00°07'16"W 415.52'
S00°07'16"E 399.38'
PROPOSED 20' WATERMAIN
EASEMENT
20'
126th STREET
N89°52'35"E 1280.00'
S. LINE, SW 1/4, SEC. 30
P.O.B.
S89°52'35"W
20.00'
SW CORNER SW 1/4
SEC. 30, T18N-R6E
HAMILTON COUNTY
10/17/06
Daniel D. Pratt
Registered Land Surveyor
Indiana No. 20500027
Date:
DEPARTMENT OF WATERWORKS
CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA
1220 Waterway Blvd., P.O. Box 1220, Indianapolis, Indiana 46206
WATER MAIN EASEMENT
(Location or Project Main Extension)
BRITTON FALLS OFFSITE WATER MAIN
PROJECT NO.
J-06-118
DMAP NO.
2378
APPROVED BY:
DATE:
10.10.06
DRAWING NO.
D-10656

Exhibit A

EXHIBIT "A"

LAND DESCRIPTION
(Proposed 20 foot Watermain Easement)

A part of the Southwest one-quarter of Section 30, Township 18 North, Range 6 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

COMMENCING at the Northeast corner of said Southwest one-quarter; thence South 00°01'45" East 1892.28 feet along the East line of the Southwest one-quarter of said Section 30 to the PLACE OF BEGINNING OF THIS EASEMENT; thence continuing South 00°01'45" East 446.19 feet along said East line; thence North 90°00'00" West 1049.14 feet to a point on the Southeasterly right-of-way line of State Road 238; thence North 53°01'18" West 33.25 feet along said Southeasterly right-of-way line; thence North 90°00'00" East 1055.69 feet; thence North 00°01'45" West 236.80 feet; thence North 05°59'58" East 190.43 feet to the place of beginning of this easement. Easement contains 27,878 square feet or 0.64 acres more or less.

ALSO COMMENCING at the Southwest corner of said Southwest one-quarter; thence North 89°52'35" East 1280.00 feet along the South line of the Southwest one-quarter of said Section 30 to the PLACE OF BEGINNING OF THIS EASEMENT; thence North 00°07'16" West 415.52 feet to a point on the Southwesterly right-of-way line of State Road 238; thence Southeasterly 25.70 feet along a 2877.49 foot radius curve to the left, the long chord of which bears South 51°13'02" East 25.70 feet; thence South 00°07'16" East 399.38 feet; thence South 89°52'35" West 20.00 feet along the South line of the Southwest one-quarter of said Section 30 to the place of beginning. Easement contains 8,148 square feet or 0.19 acres more or less.

DANIEL D. PRATT
REGISTERED
No. LS20500027
STATE OF
INDIANA
LAND SURVEYOR

10/17/06

Daniel D. Pratt Date:
Registered Land Surveyor
Indiana No. 20500027

DEPARTMENT OF WATERWORKS
CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA
1220 Waterway Blvd., P.O. Box 1220, Indianapolis, Indiana 46206

WATER MAIN EASEMENT

(Location or Project Main Extension) BRITTON FALLS OFFSITE WATER MAIN	PROJECT NO. J-06-118	DMAP NO. 2378
APPROVED BY:	DATE: 10.10.06	DRAWING NO. D-10656

Exhibit A

Archives File # 10150
Item Number 51

TRANSFER OF OWNERSHIP OF DEVELOPER INSTALLED MAINS

BY VIRTUE OF THIS DOCUMENT, THE UNDERSIGNED DOES SELL, CONVEY, CONVENANT AND ASSIGN ALL RIGHTS AND OWNERSHIP OF WATER MAINS AND APPURTENANCES INSTALLED AT:

West Carmel Marketplace Block G
(Project Name)

99th St. & Michigan Road & Commerce Drive
(Location)

AS NOTED BY THE AS BUILT DRAWINGS AND PER THE MATERIALS ON THE "FINAL ACTUAL COST FORM" WHICH REFLECTS A TOTAL COST FOR MATERIALS AND INSTALLATION OF $ 46,900 TO VEOLIA WATER INDIANAPOLIS, LLC/HARBOUR WATER, TOGETHER WITH A ONE-YEAR WARRANTY BY THE UNDERSIGNED FOR THE MATERIALS AND WORKMANSHIP FOR SUCH WATER MAINS AND APPURTENANCES.

DEVELOPER'S CERTIFICATION

I certify that no advances or contributions for the construction of the water mains and appurtenances have been made by the owners of any lots being served by these facilities, and there are no agreements which might result in claims that all or some part of the cost of the installed water mains and appurtenances has been contributed by any such person.

It is mutually understood and agreed that the undersigned warrants that good and merchantable title to the water mains and appurtenances is vested in Developer, free and clear of all liens and/or encumbrances. If any liens shall be filed or encumbrance asserted against the water mains and appurtenances, Developer, upon demand by Veolia Water Indianapolis, LLC/Harbour Water shall cause the lien or encumbrance to be satisfied and released at Developer's expense. If Developer fails to satisfy and release any lien or encumbrance against the water mains and appurtenances, Veolia Water Indianapolis, LLC/Harbour Water may withhold any refunds due Developer under the agreement for water main extension associated with the above water mains and appurtenances up to the amount of such lien or encumbrances and discharge costs. Veolia Water Indianapolis, LLC/Harbour Water may then apply such refunds to satisfy and release any such lien or encumbrance.

The Title to all facilities having been vested in Veolia Water Indianapolis, LLC/Harbour Water all responsibility for repair and maintenance of such facilities shall be borne by Veolia Water Indianapolis, LLC/Harbour Water, subject to the above one-year warranty, provided that any construction warranties received by this Developer in connection with the installation thereof shall automatically be assigned to Veolia Water Indianapolis, LLC/Harbour Water (utility owning) for its benefit. Developer hereby assigns all construction warranties received in connection with the installation of the water mains and appurtances to Veolia Water Indianapolis, LLC/Harbour Water.

It is mutually understood and agreed that Veolia Water Indianapolis, LLC/Harbour Water is a public utility and that its rights and obligations hereunder shall be subject to all applicable orders and rules and regulations of the Indiana Utility Regulatory Commission or other regulatory authorities as may have jurisdiction and accordingly, applies to the operations, maintenance and ownership of these and all facilities described above.

(Corporate Seal Affixed)

Cynthia J. Schembre
Signature

June 5, 2006
Date

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for said County and State, this 5th day of June 2006, personally appeared Cindy J. Schembre and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.

Deborah L. Mallah
Notary Public

DEBORAH L. MALLAH
Marion County
My Commission Expires
March 14, 2014

My Commission Expires: March 14, 2014

Deborah L. Mallah
Name (Typed or Printed)

Marion
County of Residence

Exhibit A

CONTRACTOR

RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as HOME DEPOT, LOT G ("Facilities"), pursuant to a written agreement dated MARCH 3 2006, between the DUKE CONSTRUCTION, having an office at INDIANAPOLIS, IN (the "Owner") and the undersigned, having an office at INDIANAPOLIS, IN, which Facilities are, or will be a part of the water transmission and distribution system of Veolia Water Indianapolis, LLC and are located as follows:

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns.

Executed this 5 day of JUNE, 2006

GRADEX, INC.
(Name of Contractor)

By: Scott Sweeney

Title: VICE PRESIDENT

STATE OF INDIANA)
) SS:
COUNTY OF INDIANA)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared SCOTT SWEENEY, who stated that he or she is duly elected and acting VICE PRESIDENT (Title) of GRADEX, INC. (Contractor), was authorized to execute this document for and on behalf of GRADEX, INC. (Contractor) and did so as his or her voluntary act and deed.

WITNESS by hand and official seal, this 5 day of JUNE, 2006

Patricia A. Hall
Notary Public

PATRICIA A HALL
Name (Typed or Printed)

BROWN
County of Residence

My Commission Expires:
02/27/2008

Exhibit A

SUBCONTRACTORS AND SUPPLIERS

RELEASE OF LIENS

WHEREAS, the undersigned has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as HOME DEPOT / LOT 6 ("Facilities"), pursuant to a written agreement dated MARCH 3RD, 2006, between the DUKE CONSTRUCTION, having an office at INDIANAPOLIS ("Owner") and GRADEX, INC., having an office at INDIANAPOLIS ("Contractor"), which Facilities are described and located as follows:

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Facilities, or the Owner, its successors and assigns, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns. The undersigned further certifies and acknowledges, that it has received from the Contractor, payment in full on account of labor done and materials or equipment furnished to or in connection with the Facilities.

Executed this 5 day of JUNE, 2006

GRADEX, INC.
(Name of Subcontractor or Supplier)

By: _____

Title: VICE PRESIDENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared SCOTT SWEENEY, who stated that he or she is duly elected and acting VICE PRESIDENT (title) of GRADEX, INC. (Contractor), was authorized to execute this document for and on behalf of GRADEX, INC. (Contractor) and did so as his or her voluntary act and deed

WITNESS by hand and official seal, this 5 day of JUNE, 2006

_____
Notary Public

PATRICIA A. HALL
Name (Typed or Printed)

BROWN
County of Residence

My Commission Expires:

02/27/2008

Exhibit A

8150 (6) 100 more

Archives File # 10150

Item Number 49

2007009880 EASE $22.00
02/22/2007 01:56:19P 6 PGS
Jennifer J Hayden
HAMILTON County Recorder IN
Recorded as Presented

Cross Reference

This easement encumbers real estate that does not lie within a subdivision. The instrument by which the encumbered real estate was most recently transferred is recorded as Instrument Numbers 2005-51746, 2005-74294, and 2006-32680 in the office of the Recorder of Hamilton County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, FISHERS EAST LLC. (hereinafter "Grantor"), for itself and its grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto the CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA, through its Department of Waterworks ("Grantee"), its grantees, successors, and assigns, a perpetual easement with the right, privilege, and authority in Grantee, its grantees, successors, contractors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair a water main or line and its necessary appurtenances in, under, upon, over, and across the real estate located in Hamilton County, Indiana, that is described in attached Exhibit A and depicted in attached Exhibit B (which is a print of Grantee's Drawing No. D-10900), which real estate is hereinafter signified by the term "the Easement Real Estate." Said Exhibit A and Exhibit B are incorporated in, and made parts of, this instrument by this reference, and the preceding reference, thereto.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from,

AH
MAY 31 2007
RECEIVED

Exhibit A

and over the Easement Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Easement Real Estate, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, and (4) for nearby property owners, their grantees, successors, agents, or employees, to connect the premises of such nearby property owners by water service pipes to the water main or line installed by Grantee in the Easement Real Estate, pursuant to Grantee's rules as approved by the Indiana Utility Regulatory Commission. Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Easement Real Estate, it will restore the portion of the Easement Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is practicable, but it shall have no duty to restore an area of the Easement Real Estate disturbed by nearby property owners, their grantees, successors, agents or employees, in connecting the premises of the nearby property owners by water service pipes to the water main or line installed in the Easement Real Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work.

Grantor reserves the right to use the Easement Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement. Grantor herein covenants for itself and for its grantees, successors, and assigns, that none of them will change the final grade of the Easement Real Estate by more than twelve (12) inches, or erect or maintain any building or other structure or obstruction on or over the Easement Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on the Easement Real Estate of any earthen mound or series or system of earthen mounds, but does not prohibit the installation of pavement, curbs, sidewalks, driveway, or parking spaces so long as said structures do not change

Exhibit A

the final grade of the Easement Real Estate by more than twelve (12) inches. The parties agree that in Grantor's sole discretion, Grantor may elect to move the water line or main in the future. Grantee shall move the water line or main to a reasonably agreed upon location and Grantor shall pay all reasonable costs associated with the move. The Grantor shall provide the Grantee with written notice of its request to move the water line or main and Grantee shall schedule the move within its normal course of business.

The Grantor represents and certifies that it is the owner of the Easement Real Estate; it guarantees the quiet possession of the Easement Real Estate to the Grantee; that the Easement Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, it will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed this 7th day of NOVEMBER, 2006.

Fishers East LLC
BY: PLATINUM PROPERTIES, LLC, ITS SOLE MEMBER
By Steven R Edwards
Printed STEVEN R. EDWARDS
Title VICE PRESIDENT - CHIEF FINANCIAL OFFICER

Exhibit A

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Steven R Edwards the Vice President CFO of Fishers East, LLC. who acknowledged his/her execution of the foregoing instrument to be his/her voluntary act and deed on behalf of said company.

Witness my hand and Notarial Seal this 8th day of November, 2006.

I am a resident of Hamilton County, Indiana, and my commission expires: June 7, 2010

Linda S Kelch
Printed:
(Notary Public)

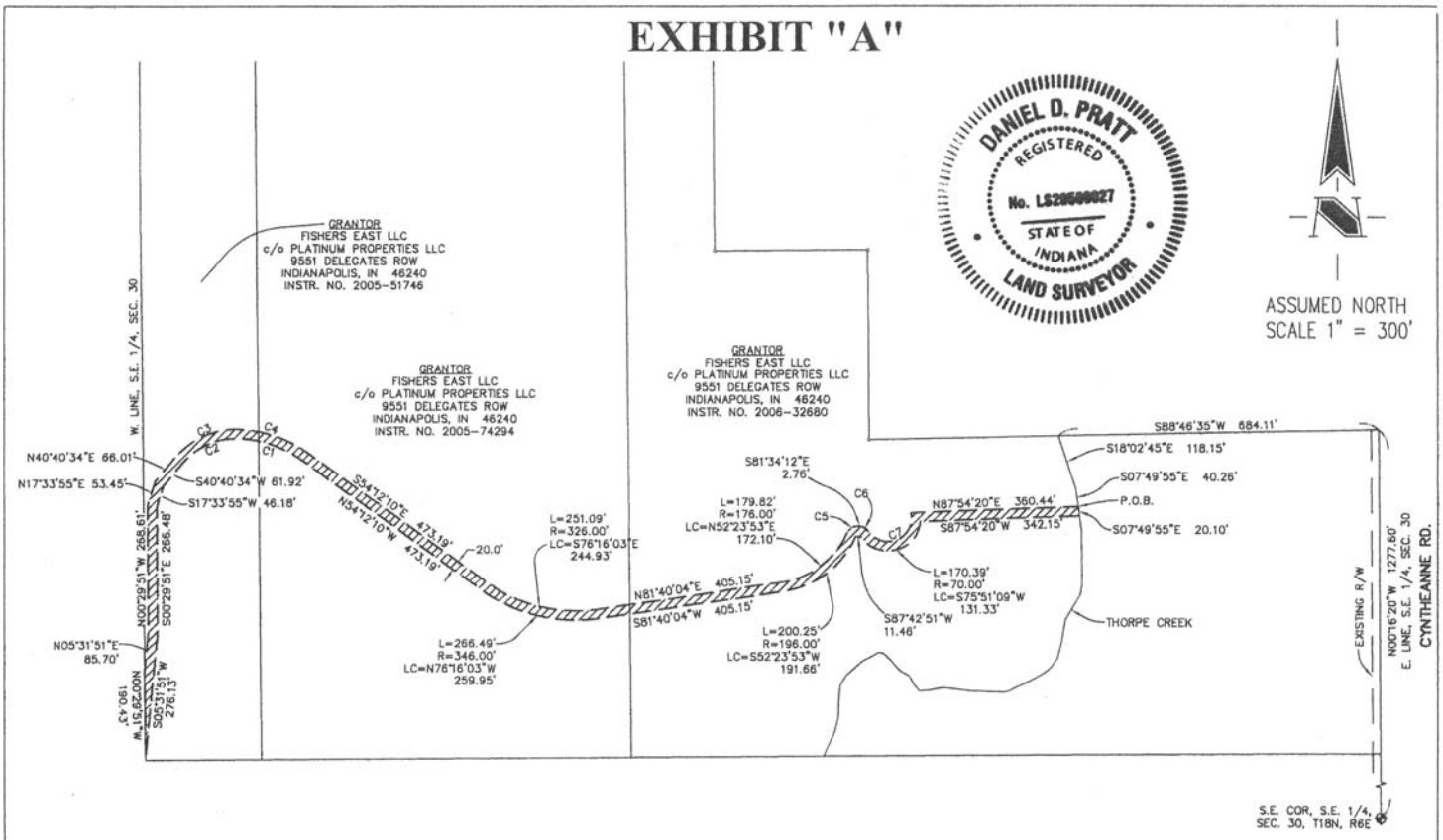
This instrument was prepared by Lanita McCauley-Bates.

LINDA S KELCH
Notary Public - Notary Seal
STATE OF INDIANA
HAMILTON COUNTY
MY COMMISSION EXP. JUNE 7,2010

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:
Angela Howe

Exhibit A

EXHIBIT "A"



CURVE DATA					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
CURVE 1	254.00'	149.44'	147.29'	N71°03'28"W	33°42'36"
CURVE 2	154.00'	138.18'	133.59'	S66°22'54"W	51°24'40"
CURVE 3	174.00'	156.13'	150.94'	N66°22'54"E	51°24'40"
CURVE 4	274.00'	161.21'	158.89'	S71°03'28"E	33°42'36"
CURVE 5	25.00'	32.86'	30.54'	N60°46'45"E	75°18'06"
CURVE 6	25.00'	20.58'	20.00'	S57°59'30"E	47°09'23"
CURVE 7	50.00'	138.94'	98.36'	N65°58'39"E	159°13'04"

10/10/06

Daniel D. Pratt
Registered Land Surveyor
Indiana No. 20500027

Date:

DEPARTMENT OF WATERWORKS
CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA
1220 Waterway Blvd., P.O. Box 1220, Indianapolis, Indiana 46206

WATER MAIN EASEMENT

(Location or Project Main Extension)	PROJECT NO.	DMAP NO.
BRITTON FALLS OFFSITE WATER MAIN	J-06-118	2378
APPROVED BY:	DATE: 10.10.06	DRAWING NO D-10900

Exhibit A

EXHIBIT "A"

LAND DESCRIPTION
(Proposed 20 foot Watermain Easement)

A part of the Southeast one-quarter of Section 30, Township 18 North, Range 6 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

COMMENCING at the Southeast corner of the Southeast one-quarter of said Section 30; thence North 00°16'20" West 1277.60 feet along the East line of said Southeast one-quarter; thence South 88°46'35" West 684.11 feet to the center of Thorpe Creek; thence along the center of Thorpe Creek by the next two(2) courses; 1) South 18°02'45" East 118.15 feet; 2) South 07°49'55" East 40.26 feet to the TRUE PLACE OF BEGINNING OF THIS EASEMENT; thence continuing South 07°49'55" East 20.10 feet along the center of said Thorpe Creek; thence South 87°54'20" West 342.15 feet; thence Southwesterly 170.39 feet along a 70.00 foot radius curve to the right, the long chord of which bears South 75°51'09" West 131.33 feet; thence South 87°42'51" West 11.46 feet; thence Southwesterly 200.25 feet along a 196.00 foot radius curve to the right, the long chord of which bears South 52°23'53" West 191.66 feet; thence South 81°40'04" West 405.15 feet; thence Northwesterly 266.49 feet along a 346.00 foot radius curve to the right, the long chord of which bears North 76°16'03" West 259.95 feet; thence North 54°12'10" West 473.19 feet; thence Northwesterly 149.44 feet along a 254.00 foot radius curve to the left, the long chord of which bears North 71°03'28" West 147.29 feet; thence Southwesterly 138.18 feet along a 154.00 foot radius curve to the left, the long chord of which bears South 66°22'54" West 133.59 feet; thence South 40°40'34" West 61.92 feet; thence South 17°33'55" West 46.18 feet; thence South 00°29'51" East 266.48 feet; thence South 05°31'51" West 276.13 feet to a point on the West line of the Southeast one-quarter of said Section 30; thence North 00°29'51" West 190.43 feet along said West line; thence North 05°31'51" East 85.70 feet; thence North 00°29'51" West 268.61 feet; thence North 17°33'55" East 53.45 feet; thence North 40°40'34" East 66.01 feet; thence Northeasterly 156.13 feet along a 174.00 foot radius curve to the right, the long chord of which bears North 66°22'54" East 150.94 feet; thence Southeasterly 161.21 feet along a 274.00 foot radius curve to the right, the long chord of which bears South 71°03'28" East 158.89 feet; thence South 54°12'10" East 473.19 feet; thence Southeasterly 251.09 feet along a 326.00 foot radius curve to the left, the long chord of which bears South 76°16'03" East 244.93 feet; thence North 81°40'04" East 405.15 feet; thence Northeasterly 179.82 feet along a 176.00 foot radius curve to the left, the long chord of which bears North 52°23'53" East 172.10 feet; thence Northeasterly 32.86 feet along a 25.00 foot radius curve to the right, the long chord of which bears North 60°46'45" East 30.54 feet; thence South 81°34'12" East 2.76 feet; thence Southeasterly 20.58 feet along a 25.00 foot radius curve to the right, the long chord of which bears South 57°59'30" East 20.00 feet; thence Northeasterly 138.94 feet along a 50.00 foot radius curve to the left, the long chord of which bears North 65°58'39" East 98.36 feet; thence North 87°54'20" East 360.44 feet to the place of beginning. Easement contains 54,655 square feet or 1.25 acres more or less.

DANIEL D. PRATT
REGISTERED
No. LS20500027
STATE OF INDIANA
LAND SURVEYOR

10/10/06

Daniel D. Pratt
Registered Land Surveyor
Indiana No. 20500027
Date:

DEPARTMENT OF WATERWORKS
CONSOLIDATED CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA
1220 Waterway Blvd., P.O. Box 1220, Indianapolis, Indiana 46206

WATER MAIN EASEMENT

(Location or Project Main Extension)	PROJECT NO.	DMAP NO.
BRITTON FALLS OFFSITE WATER MAIN	J-06-118	2378
APPROVED BY:	DATE: 10.10.06	DRAWING NO. D-10900

Exhibit A

TRANSFER OF OWNERSHIP OF DEVELOPER INSTALLED MAINS

Archives File # 1065 J-05-154

Item Number 49

BY VIRTUE OF THIS DOCUMENT, THE UNDERSIGNED DOES SELL, CONVEY, CONVENANT AND ASSIGN ALL RIGHTS AND OWNERSHIP OF WATER MAINS AND APPURTENANCES INSTALLED AT:

Heartland Landing, LLC
(Project Name)

10302 Prosperity circle, Camby, IN 46113
(Location)

AS NOTED BY THE AS BUILT DRAWINGS AND PER THE MATERIALS ON THE "FINAL ACTUAL COST FORM" WHICH REFLECTS A TOTAL COST FOR MATERIALS AND INSTALLATION OF $ 16,740.00 TO VEOLIA WATER INDIANAPOLIS, LLC/HARBOUR WATER, TOGETHER WITH A ONE-YEAR WARRANTY BY THE UNDERSIGNED FOR THE MATERIALS AND WORKMANSHIP FOR SUCH WATER MAINS AND APPURTENANCES.

DEVELOPER'S CERTIFICATION

I certify that no advances or contributions for the construction of the water mains and appurtenances have been made by the owners of any lots being served by these facilities, and there are no agreements which might result in claims that all or some part of the cost of the installed water mains and appurtenances has been contributed by any such person.

It is mutually understood and agreed that the undersigned warrants that good and merchantable title to the water mains and appurtenances is vested in Developer, free and clear of all liens and/or encumbrances. If any liens shall be filed or encumbrance asserted against the water mains and appurtenances, Developer, upon demand by Veolia Water Indianapolis, LLC/Harbour Water shall cause the lien or encumbrance to be satisfied and released at Developer's expense. If Developer fails to satisfy and release any lien or encumbrance against the water mains and appurtenances, Veolia Water Indianapolis, LLC/Harbour Water may withhold any refunds due Developer under the agreement for water main extension associated with the above water mains and appurtenances up to the amount of such lien or encumbrances and discharge costs. Veolia Water Indianapolis, LLC/Harbour Water may then apply such refunds to satisfy and release any such lien or encumbrance.

The Title to all facilities having been vested in Veolia Water Indianapolis, LLC/Harbour Water all responsibility for repair and maintenance of such facilities shall be borne by Veolia Water Indianapolis, LLC/Harbour Water, subject to the above one-year warranty, provided that any construction warranties received by this Developer in connection with the installation thereof shall automatically be assigned to Veolia Water Indianapolis, LLC/Harbour Water (utility owning) for its benefit. Developer hereby assigns all construction warranties received in connection with the installation of the water mains and appurtances to Veolia Water Indianapolis, LLC/Harbour Water.

It is mutually understood and agreed that Veolia Water Indianapolis, LLC/Harbour Water is a public utility and that its rights and obligations hereunder shall be subject to all applicable orders and rules and regulations of the Indiana Utility Regulatory Commission or other regulatory authorities as may have jurisdiction and accordingly, applies to the operations, maintenance and ownership of these and all facilities described above.

(Corporate Seal Affixed)

R W. Block
Signature

3/27/06
Date

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, this 27 day of MARCH 2006, personally appeared RICHARD W BLOCK and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.

NOTARY PUBLIC SEAL INDIANA
OFFICIAL SEAL
MARY J. BYRD
Notary Public-Indiana
Marion County
My Commission Expires: June 5, 2008

Mary J Byrd
Notary Public

MARY J BYRD
Name (Typed or Printed)

My Commission Expires: JUNE 5, 2008

MARION
County of Residence

Exhibit A

CONTRACTOR

RELEASE OF LIENS

WHEREAS, the undersigned contractor has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as Heartland Landing ("Facilities"), pursuant to a written agreement dated October 17, 2005, between the Heartland Landing, LLC, having an office at 7320 E. 86th St. Indpls., IN 46256 (the "Owner") and the undersigned, having an office at 7320 E. 86th, Indpls., IN 46256 which Facilities are, or will be a part of the water transmission and distribution system of Veolia Water Indianapolis, LLC and are located as follows:

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Owner, its successors and assigns, on or against the Facilities, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns.

Executed this 27 day of MARCH, 2006

PARAGON GENERAL CONTRACTORS
(Name of Contractor)

By: Tim Roberts

Title: SR Project manager

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tim Roberts, who stated that he or she is duly elected and acting SR. PROJECT MGR. (Title) of PARAGON CONT (Contractor), was authorized to execute this document for and on behalf of PARAGON CONT (Contractor) and did so as his or her voluntary act and deed.

WITNESS by hand and official seal, this 27 day of MARCH, 2006

Mary J Byrd
Notary Public

MARY J BYRD
Name (Typed or Printed)

MARION
County of Residence

My Commission Expires:
JUNE 5, 2008

NOTARY PUBLIC SEAL INDIANA
OFFICIAL SEAL
MARY J. BYRD
Notary Public-Indiana
Marion County
My Commission Expires: June 5, 2008

Exhibit A

SUBCONTRACTORS AND SUPPLIERS

RELEASE OF LIENS

WHEREAS, the undersigned has installed or furnished labor, materials and/or equipment for the installation of water mains and appurtenances in connection with a Project known as Heartland Crossing ("Facilities"), pursuant to a written agreement dated Dec. 13th, 2005 between the Paragon General Cont. , having an office at 7320 E. 86th Street ("Owner") and Oles Engineering , having an office at 9500 N. C.R. 800 E. ("Contractor"), which Facilities are described and located as follows:

12" Main extension From Prosperity Circle Drive 300' North

J-05-154

And,

WHEREAS, the undersigned has agreed to release any and all claims and liens which it has against the Owner and the Facilities by reason of labor, materials or equipment furnished by it in connection with said installation;

NOW, THEREFORE, the undersigned, in consideration of the sum of One Dollar ($1.00) and other valuable consideration , the receipt of which is hereby acknowledged, releases any and all liens, claims and demands which it now has, or might have in the future, against the Facilities, or the Owner, its successors and assigns, for work done or equipment or materials furnished in connection with the installation of the Facilities. It is the intent of this release that the Owner, its successors and assigns shall and may hold, use and enjoy the Facilities free and clear of all liens, claims and demands that may be asserted by the undersigned, its successors or assigns. The undersigned further certifies and acknowledges, that it has received from the Contractor, payment in full on account of labor done and materials or equipment furnished to or in connection with the Facilities.

Executed this 14 day of March, 2006

Oles Engineering Corp
(Name of Subcontractor or Supplier))

By: Andy Armstrong

Title: Project Manager

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Andy Armstrong, who stated that he or she is duly elected and acting Project manager (title) of Oles Eng Corp (Contractor), was authorized to execut this document for and on behalf of Oles Eng Corp (Contractor) and did so as his or her voluntary act and deed.

WITNESS by hand and official seal, this 14th day of March, 2006

Miriam Hutsen
Notary Public

MIRIAM Hutsen
Name (Typed or Printed)

Boone
County of Residence

My Commission Expires:
2-18-08

Exhibit B

Exhibit "B"
126th Street and Southeastern Parkway Roundabout
Des 1901669
Water Reimbursable Preliminary Cost Estimate

Summary		Preliminary Estimated Cost
CEG Labor		
Project Manager	$	6,700
Design	$	5,300
Construction Manager	$	6,700
Inspection	$	6,700
Closeout	$	7,000
Material	$	52,500
Contractor	$	187,800
Permits	$	-
Resurfacing	$	-
Tree Clearing	$	-
Alignment Staking	$	-
Betterment	$	-
Salvage	$	-
Preliminary Estimated Cost	**$**	**272,700**

Notes

1 Backfill with flowable fill within existing pavement
2 Backfill with native soil outside of existing pavement
3 Excludes pavement and dirt restoration
4 Excludes tree clearing

Board Action Form

MEETING DATE	April 9, 2024			
TITLE	Request to approve Participation Provider Agreement with Coordinated Care Corporation, dba Managed Health Services			
SUBMITTED BY	Name & Title: Laura Gropp, Deputy Director of Finance & Operations Department: Health Department			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1st Reading	☒ 2nd Reading	☐ Public Hearing	☒ 3rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R040924B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☒ 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	

Form Revised: 03/20/2019

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 Health Department is completing the credentialing process to bill and accept health insurance information and payments. This contract is with Coordinated Care Corporation, otherwise known as Managed Health Services.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	$0
	Expenditure $:	$0
	Source of Funds:	$0
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	
	2.	
	3.	
	4.	

PROJECT TIMELINE	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the attached participating provider agreement..
SUPPLEMENTAL INFORMATION (List all attached documents)	

RESOLUTION NO. R040924B

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING PROVIDER AGREEMENT (COORDINATED CARE CORPORATION DBA MANAGED HEALTH SERVICES)

WHEREAS, in 2020, the City of Fishers created a Health Department ("Health Department") to protect and promote the health and wellbeing of Fishers residents and the Health Department now provides a myriad of services, including a clinic, for Fishers residents;

WHEREAS, Coordinated Care Corporation dba Managed Health Services is an insurance company that provides health benefit plans for covered participants ("CCC");

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

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

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

Section 1. The Board hereby approves the CCC Agreement, as more particularly described in Exhibit A, which is attached hereto and incorporated herein.

Section 2. The Board hereby further authorizes the Mayor or the Director of the Health Department to execute the Agreement and any and all documents necessary to effectuate its intent.

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

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 9th day of April 2024.

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

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

ATTEST: _____DATE: _____
Kari Adriano, Board Clerk

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

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

PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (together with all Attachments and amendments, this "***Agreement***") is made and entered by and between City of Fishers dba Fishers Health Department ("***Provider***") and Coordinated Care Corporation, dba Managed Health Services ("***Health Plan***") (each a "***Party***" and collectively the "***Parties***"). This Agreement is effective as of the date designated by Health Plan on the signature page of this Agreement ("***Effective Date***").

WHEREAS, Provider desires to provide certain health care services to individuals in products offered by or available from or through a Company or Payor (as hereafter defined), and Provider desires to participate in such products as a Participating Provider (as defined herein), all as hereinafter set forth.

WHEREAS, Health Plan desires for Provider to provide such health care services to individuals in such products, and Health Plan desires to have Provider participate in certain of such products as a Participating Provider, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals and mutual promises herein stated, the Parties hereby agree to the provisions set forth below.

ARTICLE I - DEFINITIONS

When appearing with initial capital letters in this Agreement (including an Attachment(s)), the following quoted and underlined terms (and the plural thereof, when appropriate) have the meanings set forth below.

1.1. "Affiliate" means a person or entity directly or indirectly controlling, controlled by, or under common control with Health Plan.

1.2. "Attachment" means any document, including an addendum, schedule or exhibit, attached to this Agreement as of the Effective Date or that becomes attached pursuant to Section 2.2 or Section 8.7, all of which are incorporated herein by reference and may be amended from time to time as provided in this Agreement.

1.3. "Clean Claim" has, as to each particular Product, the meaning set forth in the applicable Product Attachment or, if no such definition exists, the Provider Manual.

1.4. "Company" means (collectively or individually, as appropriate in the context) Health Plan and/or one or more of its Affiliates, except those specifically excluded by Health Plan.

1.5. "Compensation Schedule" means at any given time the then effective schedule(s) of maximum rates applicable to a particular Product under which Provider and Contracted Providers will be compensated for the provision of Covered Services to Covered Persons. Such Compensation Schedule(s) will be set forth or described in one or more Attachments to this Agreement, and may be included within a Product Attachment.

1.6. "Contracted Provider" means a physician, hospital, health care professional or any other provider of items or services that is employed by or has a contractual relationship with Provider and that provides Covered Services. The term "Contracted Provider" includes Provider for those Covered Services provided by Provider.

1.7. "Coverage Agreement" means any agreement, program or certificate entered into, issued or agreed to by Company or Payor, under which Company or Payor furnishes administrative services or other services in support of a health care program for an individual or group of individuals, and which may include access to one or more of Company's provider networks or vendor arrangements, except those excluded by Health Plan.

1.8. "Covered Person" means any individual entitled to receive Covered Services pursuant to the terms of a Coverage Agreement.

1.9. "Covered Services" means those services and items for which benefits are available and payable under the applicable Coverage Agreement and which are determined, if applicable, to be Medically Necessary under the applicable Coverage Agreement.

1.10. "Medically Necessary" or "Medical Necessity" shall have the meaning defined in the applicable Coverage Agreement or applicable Regulatory Requirements.

1.11. "Participating Provider" means, with respect to a particular Product, any physician, hospital, ancillary, or other health care provider that has contracted, directly or indirectly, with Health Plan to provide Covered Services to Covered Persons, that has been approved for participation by Company, and that is designated by Company as a "participating provider" in such Product.

1.12. "Payor" means the entity (including Company where applicable) that bears direct financial responsibility for paying from its own funds, without reimbursement from another entity, the cost of Covered Services rendered to Covered Persons under a Coverage Agreement and, if such entity is not Company, such entity contracts, directly or indirectly, with Company for the provision of certain administrative or other services with respect to such Coverage Agreement.

1.13. "Payor Contract" means the contract with a Payor, pursuant to which Company furnishes administrative services or other services in support of the Coverage Agreements entered into, issued or agreed to by a Payor, which services may include access to one or more of Company's provider networks or vendor arrangements, except those excluded by Health Plan. The term "Payor Contract" includes Company's or other Payor's contract with a governmental authority (also referred to herein as a "Governmental Contract") under which Company or Payor arranges for the provision of Covered Services to Covered Persons.

1.14. "Product" means any program or health benefit arrangement designated as a "product" by Health Plan (e.g., Health Plan Product, Medicaid Product, PPO Product, Payor-specific Product, etc.) that is now or hereafter offered by or available from or through Company (and includes the Coverage Agreements that access, or are issued or entered into in connection with such product, except those excluded by Health Plan).

1.15. "Product Attachment" means an Attachment setting forth requirements, terms and conditions specific or applicable to one or more Products, including certain provisions that must be included in a provider agreement under the Regulatory Requirements, which may be alternatives to, or in addition to, the requirements, terms and conditions set forth in this Agreement or the Provider Manual.

1.16. "Provider Manual" means the provider manual and any billing manuals, adopted by Company or Payor which include, without limitation, requirements relating to utilization management, quality management, grievances and appeals, and Product-specific, Payor-specific and State-specific requirements, as may be amended from time to time by Company or Payor.

1.17. "Regulatory Requirements" means all applicable federal and state statutes, regulations, regulatory guidance, judicial or administrative rulings, requirements of Governmental Contracts and standards and requirements of any accrediting or certifying organization, including, but not limited to, the requirements set forth in a Product Attachment.

1.18. "State" is defined as the state identified in the applicable Attachment.

ARTICLE II - PRODUCTS AND SERVICES

2.1. Contracted Providers. Provider shall, and shall cause each Contracted Provider, to comply with and abide by the agreements, representations, warranties, acknowledgements, certifications, terms and conditions of this Agreement (including the provisions of Schedule A that are applicable to Provider, a Contracted Provider, or their services, and any other Attachments), and the Provider Manual, and fulfill all of the duties, responsibilities and

obligations imposed on Provider and Contracted Providers under this Agreement (including each Attachment), and the Provider Manual.

2.2. Participation in Products. Subject to the other provisions of this Agreement, each Contracted Provider may be identified as a Participating Provider in each Product identified in a Product Attachment designated on Schedule B of this Agreement or added to this Agreement in accordance with Section 2.2 hereof.

2.2.1. Provider shall, at all times during the term of this Agreement, require each of its Contracted Providers to, subject to Company's approval, participate as Participating Providers in each Product identified in a Product Attachment that is designated on Schedule B to this Agreement or added to this Agreement in accordance with Section 2.2 hereof.

2.2.2. A Contracted Provider may only identify itself as a Participating Provider for those Products in which the Contracted Provider actually participates as provided in this Agreement. Provider acknowledges that Company or Payor may have, develop or contract to develop various Products or provider networks that have a variety of provider panels, program components and other requirements. No Company or Payor warrants or guarantees that any Contracted Provider: (i) will participate in all or a minimum number of provider panels, (ii) will be utilized by a minimum number of Covered Persons, or (iii) will indefinitely remain a Participating Provider or member of the provider panel for a particular network or Product.

2.2.3. Provider shall provide Health Plan with the information listed on Schedule C entitled "Information for Contracted Providers" for itself and the Contracted Providers as of the Effective Date. Provider shall provide Health Plan, from time to time or on a periodic basis as requested by Health Plan, with a complete and accurate list of Information for Contracted Providers and such other information as mutually agreed upon by the Parties, and shall provide Health Plan with a list of modifications to such list at least 30 days prior to the effective date of such changes, when possible. Provider shall provide such lists in a manner and format mutually acceptable to the Parties.

2.2.4. Provider may add new providers to this Agreement as Contracted Providers. In such case, Provider shall provide written notice to Health Plan of the prospective addition(s), and shall use best efforts to provide such notice at least 60 days in advance of such addition. Provider shall maintain written agreements with each of its Contracted Providers (other than Provider) that require the Contracted Providers to comply with the terms and conditions of this Agreement and that address and comply with the Regulatory Requirements.

2.2.5. If Company desires to add one or more Contracted Providers to an additional Product, Company or Payor, as applicable, will provide advance written notice (electronic or paper) thereof to Provider, along with the applicable Product Attachment and the new Compensation Schedule, if any. The applicable Contracted Providers will not be designated as Participating Providers in such additional Product if Provider opts out of such additional Product by giving Company or Payor, as applicable, written notice of its decision to opt-out within 30 days of Company's or Payor's, as applicable, giving of written notice. If Provider timely provides such opt-out notice, the applicable Contracted Providers will not be considered Participating Providers in such Product. If Provider does not timely provide such opt-out notice, then each applicable Contracted Provider shall be a Participating Provider in such additional Product on the terms and conditions set forth in this Agreement and the applicable Product Attachment.

2.3. Covered Services. Each Contracted Provider shall provide Covered Services described or referenced in the applicable Product Attachment(s) to Covered Persons in those Products in which the Contracted Provider is a Participating Provider, in accordance with this Agreement. Each Contracted Provider shall provide Covered Services to Covered Persons with the same degree of care and skill as customarily provided to patients who are not Covered Persons, within the scope of the Contracted Provider's license and in accordance with generally accepted standards of the Contracted Provider's practice and business and in accordance with the provisions of this Agreement, the Provider Manual, and Regulatory Requirements.

2.4. Provider Manual; Policies and Procedures. Provider and Contracted Providers shall at all times cooperate and comply with the requirements, policies, programs and procedures ("Policies") of Company and Payor,

which may be described in the Provider Manual and include, but are not limited to, the following: credentialing criteria and requirements; notification requirements; medical management programs; claims and billing, quality assessment and improvement, utilization review and management, disease management, case management, on-site reviews, referral and prior authorization, and grievance and appeal procedures; coordination of benefits and third party liability policies; carve-out and third party vendor programs; and data reporting requirements. The failure to comply with such Policies could result in a denial or reduction of payment to the Provider or Contracted Provider or a denial or reduction of the Covered Person's benefits. Such Policies do not in any way affect or remove the obligation of Contracted Providers to render care. Health Plan shall make the Provider Manual available to Provider and Contracted Providers via one or more designated websites or alternative means. Upon Provider's reasonable request, Health Plan shall provide Provider with a copy of the Provider Manual. In the event of a material change to the Provider Manual, Health Plan will use reasonable efforts to notify Provider in advance of such change. Such notice may be given by Health Plan through a periodic provider newsletter, an update to the on-line Provider Manual, or any other written method (electronic or paper).

2.5. Credentialing Criteria. Provider and each Contracted Provider shall complete Company's and/or Payor's credentialing and/or recredentialing process as required by Company's and/or Payor's credentialing Policies, and shall at all times during the term of this Agreement meet all of Company's and/or Payor's credentialing criteria. Provider and each Contracted Provider represents, warrants and agrees: (a) that it is currently, and for the duration of this Agreement shall remain: (i) in compliance with all applicable Regulatory Requirements, including licensing laws; (ii) if applicable, accredited by The Joint Commission or the American Osteopathic Association; and (iii) a Medicare participating provider under the federal Medicare program and a Medicaid participating provider under applicable federal and State laws; and (b) that all Contracted Providers and all employees and contractors thereof will perform their duties in accordance with all Regulatory Requirements, as well as applicable national, State and local standards of professional ethics and practice. No Contracted Provider shall provide Covered Services to Covered Persons or identify itself as a Participating Provider unless and until the Contracted Provider has been notified, in writing, by Company that such Contracted Provider has successfully completed Company's credentialing process.

2.6. Eligibility Determinations. Provider or Contracted Provider shall timely verify whether an individual seeking Covered Services is a Covered Person. Company or Payor, as applicable, will make available to Provider and Contracted Providers a method, whereby Provider and Contracted Providers can obtain, in a timely manner, general information about eligibility and coverage. Company or Payor, as applicable, does not guarantee that persons identified as Covered Persons are eligible for benefits or that all services or supplies are Covered Services. If Company, Payor or its delegate determines that an individual was not a Covered Person at the time services were rendered, such services shall not be eligible for payment under this Agreement. In addition, Company will use reasonable efforts to include or contractually require Payors to clearly display Company's name, logo or mailing address (or other identifier(s) designated from time to time by Company) on each membership card.

2.7. Referral and Preauthorization Procedures. Provider and Contracted Providers shall comply with referral and preauthorization procedures adopted by Company and or Payor, as applicable, prior to referring a Covered Person to any individual, institutional or ancillary health care provider. Unless otherwise expressly authorized in writing by Company or Payor, Provider and Contracted Providers shall refer Covered Persons only to Participating Providers to provide the Covered Service for which the Covered Person is referred. Except as required by applicable law, failure of Provider and Contracted Providers to follow such procedures may result in denial of payment for unauthorized treatment.

2.8. Treatment Decisions. No Company or Payor is liable for, nor will it exercise control over, the manner or method by which a Contracted Provider provides items or services under this Agreement. Provider and Contracted Providers understand that determinations of Company or Payor that certain items or services are not Covered Services or have not been provided or billed in accordance with the requirements of this Agreement or the Provider Manual are administrative decisions only. Such decisions do not absolve the Contracted Provider of its responsibility to exercise independent judgment in treatment decisions relating to Covered Persons. Nothing in this Agreement (i) is intended to interfere with Contracted Provider's relationship with Covered Persons, or (ii) prohibits or restricts a Contracted Provider from disclosing to any Covered Person any information that the Contracted Provider deems appropriate regarding health care quality, medical treatment decisions or alternatives.

2.9. Carve-Out Vendors. Provider acknowledges that Company may, during the term of this Agreement, carve-out certain Covered Services from its general provider contracts, including this Agreement, for one or more Products as Company deems necessary or appropriate. Provider and Contracted Providers shall cooperate with and, when medically appropriate, utilize all third party vendors designated by Company for those Covered Services identified by Company from time to time for a particular Product.

2.10. Disparagement Prohibition. Provider, each Contracted Provider and the officers of Company shall not disparage the other during the term of this Agreement or in connection with any expiration, termination or non-renewal of this Agreement. Neither Provider nor Contracted Provider shall interfere with Company's direct or indirect contractual relationships including, but not limited to, those with Covered Persons or other Participating Providers. Nothing in this Agreement should be construed as limiting the ability of either Health Plan, Company, Provider or a Contracted Provider to inform Covered Persons that this Agreement has been terminated or otherwise expired or, with respect to Provider, to promote Provider to the general public or to post information regarding other health plans consistent with Provider's usual procedures, provided that no such promotion or advertisement is specifically directed at one or more Covered Persons. In addition, nothing in this provision should be construed as limiting Company's ability to use and disclose information and data obtained from or about Provider or Contracted Provider, including this Agreement, to the extent determined reasonably necessary or appropriate by Company in connection with its efforts to comply with Regulatory Requirements and to communicate with regulatory authorities.

2.11. Nondiscrimination. Provider and each Contracted Provider will provide Covered Services to Covered Persons without discrimination on account of race, sex, sexual orientation, age, color, religion, national origin, place of residence, health status, type of Payor, source of payment (e.g., Medicaid generally or a State-specific health care program), physical or mental disability or veteran status, and will ensure that its facilities are accessible as required by Title III of the Americans With Disabilities Act of 1991. Provider and Contracted Providers recognize that, as a governmental contractor, Company or Payor may be subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action, which also may be applicable to subcontractors, and Provider and each Contracted Provider agree to comply with such requirements as described in any applicable Attachment.

2.12. Notice of Certain Events. Provider shall give written notice to Health Plan of: (i) any event of which notice must be given to a licensing or accreditation agency or board; (ii) any change in the status of Provider's or a Contracted Provider's license; (iii) termination, suspension, exclusion or voluntary withdrawal of Provider or a Contracted Provider from any state or federal health care program, including but not limited to Medicaid; or (iv) any settlements or judgments in connection with a lawsuit or claim filed or asserted against Provider or a Contracted Provider alleging professional malpractice involving a Covered Person. In any instance described in subsection (i)-(iii) above, Provider must notify Health Plan or Payor in writing within 10 days, and in any instance described in subsection (iv) above, Provider must notify Health Plan or Payor in writing within 30 days, from the date it first obtains knowledge of the pending of the same.

2.13. Use of Name. Provider and each Contracted Provider hereby authorizes each Company or Payor to use their respective names, telephone numbers, addresses, specialties, certifications, hospital affiliations (if any), and other descriptive characteristics of their facilities, practices and services for the purpose of identifying the Contracted Providers as "Participating Providers" in the applicable Products. Provider and Contracted Providers may only use the name of the applicable Company or Payor for purposes of identifying the Products in which they participate, and may not use the registered trademark or service mark of Company or Payor without prior written consent.

2.14. Compliance with Regulatory Requirements. Provider, each Contracted Provider and Company agree to carry out their respective obligations under this Agreement and the Provider Manual in accordance with all applicable Regulatory Requirements, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act, as amended, and any regulations promulgated thereunder. If, due to Provider's or Contracted Provider's noncompliance with applicable Regulatory Requirements or this Agreement, sanctions or penalties are imposed on Company, Company may, in its sole discretion, offset such amounts against any amounts

due Provider or Contracted Providers from any Company or require Provider or the Contracted Provider to reimburse Company for such amounts.

2.15. Program Integrity Required Disclosures. Provider agrees to furnish to Health Plan complete and accurate information necessary to permit Company to comply with the collection of disclosures requirements specified in 42 C.F.R. Part 455 Subpart B or any other applicable State or federal requirements, within such time period as is necessary to permit Company to comply with such requirements. Such requirements include but are not limited to: (i) 42 C.F.R. §455.105, relating to (a) the ownership of any subcontractor with whom Provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request and (b) any significant business transaction between Provider and any wholly owned supplier or subcontractor during the 5 year period ending on the date of the request; (ii) 42 C.F.R. §455.104, relating to individuals or entities with an ownership or controlling interest in Provider; and (iii) 42 C.F.R. §455.106, relating to individuals with an ownership or controlling interest in Provider, or who are managing employees of Provider, who have been convicted of a crime.

ARTICLE III - CLAIMS SUBMISSION, PROCESSING, AND COMPENSATION

3.1. Claims or Encounter Data Submission. As provided in the Provider Manual and/or Policies, Contracted Providers shall submit to Payor or its delegate claims for payment for Covered Services rendered to Covered Persons. Contracted Provider shall submit encounter data to Payor or its delegate in a timely fashion, which must contain statistical and descriptive medical and patient data and identifying information, if and as required in the Provider Manual. Payor or its delegate reserves the right to deny payment to the Contracted Provider if the Contracted Provider fails to submit claims for payment or encounter data in accordance with the Provider Manual and/or Policies.

3.2. Compensation. The compensation for Covered Services provided to a Covered Person ("Compensation Amount") will be the appropriate amount under the applicable Compensation Schedule in effect on the date of service for the Product in which the Covered Person participates. Subject to the terms of this Agreement and the Provider Manual, Provider and Contracted Providers shall accept the Compensation Amount as payment in full for the provision of Covered Services. Subject to the terms of this Agreement, Payor shall pay or arrange for payment of each Clean Claim received from a Contracted Provider for Covered Services provided to a Covered Person in accordance with the applicable Compensation Amount less any applicable copayments, cost-sharing or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement.

3.3. Financial Incentives. The Parties acknowledge and agree that nothing in this Agreement shall be construed to create any financial incentive for Provider or a Contracted Provider to withhold Covered Services.

3.4. Hold Harmless. Provider and each Contracted Provider agree that in no event, including but not limited to non-payment by a Payor, a Payor's insolvency, or breach of this Agreement, shall Provider or a Contracted Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person or person acting on the Covered Person's behalf, other than Payor, for Covered Services provided under this Agreement. This provision shall not prohibit collection of any applicable copayments, cost-sharing or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement. This provision survives termination or expiration of this Agreement for any reason, will be construed for the benefit of Covered Persons, and supersedes any oral or written agreement entered into between Provider or a Contracted Provider and a Covered Person.

3.5. Recovery Rights. Payor or its delegate shall have the right to immediately offset or recoup any and all amounts owed by Provider or a Contracted Provider to Payor or Company against amounts owed by the Payor or Company to the Provider or Contracted Provider. Provider and Contracted Providers agree that all recoupment and any offset rights under this Agreement will constitute rights of recoupment authorized under State or federal law and that such rights will not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Provider or a Contracted Provider.

ARTICLE IV - RECORDS AND INSPECTIONS

4.1. Records. Each Contracted Provider shall maintain medical, financial and administrative records related to items or services provided to Covered Persons, including but not limited to a complete and accurate permanent medical record for each such Covered Person, in such form and detail as are required by applicable Regulatory Requirements and consistent with generally accepted medical standards.

4.2. Access. Provider and each Contracted Provider shall provide access to their respective books and records to each of the following, including any delegate or duly authorized agent thereof, subject to applicable Regulatory Requirements: (i) Company and Payor, during regular business hours and upon prior notice; (ii) appropriate State and federal authorities, to the extent such access is necessary to comply with Regulatory Requirements; and (iii) accreditation organizations. Provider and each Contracted Provider shall provide copies of such records at no expense to any of the foregoing that may make such request. Each Contracted Provider also shall obtain any authorization or consent that may be required from a Covered Person in order to release medical records and information to Company or Payor or any of their delegates. Provider and each Contracted Provider shall cooperate in and allow on-site inspections of its, his or her facilities and records by any Company, Payor, their delegates, any authorized government officials, and accreditation organizations. Provider and each Contracted Provider shall compile information necessary for the expeditious completion of such on-site inspection in a timely manner.

4.3. Record Transfer. Subject to applicable Regulatory Requirements, each Contracted Provider shall cooperate in the timely transfer of Covered Persons' medical records to any other health care provider, at no charge and when required.

ARTICLE V - INSURANCE AND INDEMNIFICATION

5.1. Insurance. During the term of this Agreement and for any applicable continuation period as set forth in Section 7.3 of this Agreement, Provider and/or each Contracted Provider shall maintain policies of general and professional liability insurance and other insurance necessary to insure Provider and such Contracted Provider, respectively; their respective employees; and any other person providing services hereunder on behalf of Provider or such Contracted Provider, as applicable, against any claim(s) of personal injuries or death alleged to have been caused or caused by their performance under this Agreement. Such insurance shall include, but not be limited to, any "tail" or prior acts coverage necessary to avoid any gap in coverage. Insurance shall be through a licensed carrier acceptable to Health Plan, and in a minimum amount of $1,000,000 per occurrence, and $3,000,000 in the aggregate unless a lesser amount is accepted by Health Plan or where State law mandates otherwise. Provider and/or each Contracted Provider will provide Health Plan with at least 10 days prior written notice of cancellation, non-renewal, lapse, or adverse material modification of such coverage. Upon Health Plan's request, Provider and each Contracted Provider will furnish Health Plan with evidence of such insurance.

5.2. Indemnification by Provider and Contracted Provider. Provider and each Contracted Provider shall indemnify and hold harmless (and at Health Plan's request defend) Company and Payor and all of their respective officers, directors, agents and employees from and against any and all third party claims for any loss, damages, liability, costs, or expenses (including reasonable attorney's fees) judgments or obligations arising from or relating to any negligence, wrongful act or omission, or breach of this Agreement by Provider, a Contracted Provider, or any of their respective officers, directors, agents or employees.

5.3. Indemnification by Health Plan. Health Plan agrees to indemnify and hold harmless (and at Provider's request defend) Provider, Contracted Providers, and their officers, directors, agents and employees from and against any and all third party claims for any loss, damages, liability, costs, or expenses (including reasonable attorney's fees), judgments, or obligations arising from or relating to any negligence, wrongful act or omission or breach of this Agreement by Company or its directors, officers, agents or employees.

ARTICLE VI - DISPUTE RESOLUTION

6.1. Informal Dispute Resolution. Any dispute between Provider and/or a Contracted Provider, as applicable (the "Provider Party"), and Health Plan and/or Company, as applicable (including any Company acting as Payor) (the "Administrator Party"), with respect to or involving the performance under, termination of, or interpretation of this Agreement, or any other claim or cause of action hereunder, whether sounding in tort, contract or under statute (a "Dispute") shall first be addressed by exhausting the applicable procedures in the Provider Manual pertaining to claims payment, credentialing, utilization management, or other programs. If, at the conclusion of these applicable procedures, the matter is not resolved to satisfaction of the Provider Party and the Administrator Party, or if there are no applicable procedures in the Provider Manual, then the Provider Party and the Administrator Party shall engage in a period of good faith negotiations between their designated representatives who have authority to settle the Dispute, which negotiations may be initiated by either the Provider Party or the Administrator Party upon written request to the other, provided such request takes place within one year of the date on which the requesting party first had, or reasonably should have had, knowledge of the event(s) giving rise to the Dispute. If the matter has not been resolved within 60 days of such request, either the Provider Party or the Administrator Party may, as its sole and exclusive forum for the litigation of the Dispute or any part thereof, initiate arbitration pursuant to Section 6.2 below by providing written notice to the other party.

6.2. Arbitration. If either the Provider Party or the Administrator Party wishes to pursue the Dispute as provided in Section 6.1, such party shall submit it to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In no event may any arbitration be initiated more than 1 year following, as applicable, the end of the 60 day negotiation period set forth in Section 6.1, or the date of notice of termination. Arbitration proceedings shall be conducted by an arbitrator chosen from the National Healthcare Panel at a mutually agreed upon location within the State. The arbitrator shall not award any punitive or exemplary damages of any kind, shall not vary or ignore the provisions of this Agreement, and shall be bound by controlling law. Any arbitration in which the total amount in controversy is less than $100,000 shall be conducted in a single hearing day. The Parties and the Contracted Providers, on behalf of themselves and those that they may now or hereafter represent, agree to and do hereby waive any right to pursue, on a class basis, any Dispute. Each of the Provider Party and the Administrator Party shall bear its own costs and attorneys' fees related to the arbitration except that the AAA's Administrative Fees, all Arbitrator Compensation and travel and other expenses, and all costs of any proof produced at the direct request of the arbitrator shall be borne equally by the applicable parties, and the arbitrator shall not have the authority to order otherwise. The existence of a Dispute or arbitration proceeding shall not in and of itself constitute cause for termination of this Agreement. Except as hereafter provided, during an arbitration proceeding, each of the Provider Party and the Administrator Party shall continue to perform its obligations under this Agreement pending the decision of the arbitrator. Nothing herein shall bar either the Provider Party or the Administrator Party from seeking emergency injunctive relief to preclude any actual or perceived breach of this Agreement, although such party shall be obligated to file and pursue arbitration at the earliest reasonable opportunity. Judgment on the award rendered may be entered in any court having jurisdiction thereof. Because of the confidential nature of this Agreement, the Provider and Administrator Parties further agree that in any action to compel arbitration or enforce any arbitration award, no party may file any part of this Agreement (including Attachments) in the court record, except this Section 6.2. Nothing contained in this Article VI shall limit a Party's right to terminate this Agreement with or without cause in accordance with Section 7.2.

ARTICLE VII - TERM AND TERMINATION

7.1. Term. This Agreement is effective as of the Health Plan Effective Date, and will remain in effect for an initial term ("Initial Term") of 3 year(s), after which it will automatically renew for successive terms of 1 year each (each a "Renewal Term"), unless this Agreement is sooner terminated as provided in this Agreement or either Party gives the other Party written notice of non-renewal of this Agreement not less than 180 days prior to the end of the then-current term. In addition, either Party may elect to not renew a Contracted Provider's participation as a Participating Provider in a particular Product for the next Renewal Term, by giving Provider written notice of such non-renewal not less than 180 days prior to the, as applicable, last day of the Initial Term or applicable Renewal Term; in such event, Provider shall immediately notify the affected Contracted Provider of such non-renewal. Termination of any Contracted Provider's participation in a particular Product will not have the effect of terminating

either this Agreement or the Contracted Provider's participation in any other Product in which the Contract Provider participates under this Agreement.

7.2. Termination. This Agreement, or the participation of Provider or a Contracted Provider as a Participating Provider in one or more Products, may be terminated or suspended as set forth below.

7.2.1. Upon Notice. This Agreement may be terminated by either Party giving the other Party at least 180 days prior written notice of such termination. The participation of any Contracted Provider as a Participating Provider in a Product may be terminated by either Party giving the other Party at least 180 days prior written notice of such termination; in such event, Provider shall immediately notify the affected Contracted Provider of such termination.

7.2.2. With Cause. This Agreement, or the participation of any Contracted Provider as a Participating Provider in one or more Products under this Agreement, may be terminated by either Party giving at least 90 days prior written notice of termination to the other Party if such other Party (or the applicable Contracted Provider) is in breach of any material term or condition of this Agreement and such other Party (or the Contracted Provider) fails to cure the breach within the 60 day period immediately following the giving of written notice of such breach. Any notice given pursuant to this Section 7.2.2 must describe the specific breach. In the case of a termination of a Contracted Provider, Provider shall immediately notify the affected Contracted Provider of such termination.

7.2.3. Suspension of Participation. Unless expressly prohibited by applicable Regulatory Requirements, Health Plan has the right to immediately suspend or terminate the participation of a Contracted Provider in any or all Products by giving written notice thereof to Provider when Health Plan determines that (i) based upon available information, the continued participation of the Contracted Provider appears to constitute an immediate threat or risk to the health, safety or welfare of Covered Persons, or (ii) the Contracted Provider's fraud, malfeasance or non-compliance with Regulatory Requirements is reasonably suspected. Provider shall immediately notify the affected Contracted Provider of such suspension. During such suspension, the Contracted Provider shall, as directed by Health Plan, discontinue the provision of all or a particular Covered Service to Covered Persons. During the term of any suspension, the Contracted Provider shall notify Covered Persons that his or her status as a Participating Provider has been suspended. Such suspension will continue until the Contracted Provider's participation is reinstated or terminated.

7.2.4. Insolvency. This Agreement may be terminated immediately by a Party giving written notice thereof to the other Party if the other Party is insolvent or has bankruptcy proceedings initiated against it.

7.2.5. Credentialing. The status of a Contracted Provider as a Participating Provider in one or more Products may be terminated immediately by Health Plan giving written notice thereof to Provider if the Contracted Provider fails to adhere to Health Plan's credentialing criteria, including, but not limited to, if the Contracted Provider (i) loses, relinquishes, or has materially affected its license to provide Covered Services in the State, (ii) fails to comply with the insurance requirements set forth in this Agreement; or (iii) is convicted of a criminal offense related to involvement in any state or federal health care program or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded from any state or federal health care program. Provider shall immediately notify the affected Contracted Provider of such termination.

7.3. Effect of Termination. After the effective date of termination of this Agreement or a Contracted Provider's participation in a Product, this Agreement shall remain in effect for purposes of those obligations and rights arising prior to the effective date of termination. Upon such a termination, each affected Contracted Provider (including Provider, if applicable) shall (i) continue to provide Covered Services to Covered Persons in the applicable Product(s) during the longer of the 90 day period following the date of such termination or such other period as may be required under any Regulatory Requirements, and, if requested by Company, each affected Contracted Provider (including Provider, if applicable) shall continue to provide, as a Participating Provider, Covered Services to Covered Persons until such Covered Persons are assigned or transferred to another Participating Provider in the applicable Product(s), and (ii) continue to comply with and abide by all of the applicable terms and conditions of this Agreement, including, but not limited to, Section 3.4 (Hold Harmless) hereof, in connection with the provision of such Covered

Services during such continuation period. During such continuation period, each affected Contracted Provider (including Provider, if applicable) will be compensated in accordance with this Agreement and shall accept such compensation as payment in full.

7.4. Survival of Obligations. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Agreement, including without limitation Sections 2.8, 2.10, 3.2, 3.4, 3.5, 4.2, 5.1, 5.2, 5.3, 6.2, 7.3, and 7.4 and Article VIII, survive the expiration or termination of this Agreement.

ARTICLE VIII - MISCELLANEOUS

8.1. Relationship of Parties. The relationship between or among Health Plan, Company, Provider, Payor and any Contracted Provider hereunder is that of independent contractors. None of the provisions of this Agreement will be construed as creating any agency, partnership, joint venture, employee-employer, or other relationship. References herein to the rights and obligations of any Company under this Agreement are references to the rights and obligations of each Company individually and not collectively. A Company is only responsible for performing its respective obligations hereunder with respect to a particular Product, Coverage Agreement, Payor Contract, Covered Service or Covered Person. A breach or default by an individual Company shall not constitute a breach or default by any other Company, including but not limited to Health Plan.

8.2. Conflicts Between Certain Documents. If there is any conflict between this Agreement and the Provider Manual, this Agreement will control. In the event of any conflict between this Agreement and any Product Attachment, the Product Attachment will control as to such Product.

8.3. Assignment. This Agreement is intended to secure the services of and be personal to Provider and may not be assigned, sublet, delegated, subcontracted or transferred by Provider without Health Plan's prior written consent. Health Plan shall have the right, exercisable in its sole discretion, to assign or transfer all or any portion of its rights or to delegate all or any portion of its interests under this Agreement or any Attachment to an Affiliate, successor of Health Plan, or purchaser of the assets or stock of Health Plan, or the line of business or business unit primarily responsible for carrying out Health Plan's obligations under this Agreement.

8.4. Headings. The headings of the sections of this Agreement are inserted merely for the purpose of convenience and do not limit, define, or extend the specific terms of the section so designated.

8.5. Governing Law. The interpretation of this Agreement and the rights and obligations of Health Plan, Company, Provider and any Contracted Providers hereunder will be governed by and construed in accordance with applicable federal and State laws.

8.6. Third Party Beneficiary. This Agreement is entered into by the Parties signing it for their benefit, as well as, in the case of Health Plan, the benefit of Company, and in the case of Provider, the benefit of each Contracted Provider. Except as specifically provided in Section 3.4 hereof, no Covered Person or third party, other than Company, will be considered a third party beneficiary of this Agreement.

8.7. Amendment. Except as otherwise provided in this Agreement, this Agreement may be amended only by written agreement of duly authorized representatives of the Parties.

8.7.1. Health Plan may amend this Agreement by giving Provider written notice of the amendment to the extent such amendment is deemed necessary or appropriate by Health Plan to comply with any Regulatory Requirements. Any such amendment will be deemed accepted by Provider upon the giving of such notice.

8.7.2. Health Plan may amend this Agreement by giving Provider written notice (electronic or paper) of the proposed amendment. Unless Provider notifies Health Plan in writing of its objection to such amendment during the 30 day period following the giving of such notice by Health Plan, Provider shall be deemed to have accepted the amendment. If Provider objects to any proposed amendment to either the base agreement or any

Attachment, Health Plan may exclude one or more of the Contracted Providers from being Participating Providers in the applicable Product (or any component program of, or Coverage Agreement in connection with, such Product).

8.8. Entire Agreement. All prior or concurrent agreements, promises, negotiations or representations either oral or written, between Health Plan and Provider relating to a subject matter of this Agreement, which are not expressly set forth in this Agreement, are of no force or effect.

8.9. Severability. The invalidity or unenforceability of any terms or provisions hereof will in no way affect the validity or enforceability of any other terms or provisions.

8.10. Waiver. The waiver by either Party of the violation of any provision or obligation of this Agreement will not constitute the waiver of any subsequent violation of the same or other provision or obligation.

8.11. Notices. Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder is deemed to have been given when such written notice has been personally delivered or deposited in the United States mail, postage paid, or delivered in hard copy or electronically by a service that provides written receipt or acknowledgment of delivery, addressed as follows:

To Health Plan at:	To Provider at:
Attn: President Coordinated Care Corporation, dba Managed Health Services	Attn: Eric Ward City of Fishers dba Fishers Health Department
550 N. Meridian Street, Suite 101	8939 Technology Drive
Indianapolis, IN 46204	Fishers, IN 46038
	eric.ward@curemd.com

or to such other address as such Party may designate in writing. Notwithstanding the previous paragraph, Health Plan may provide notices by electronic mail, through its provider newsletter or on its provider website.

8.12. Force Majeure. Neither Party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, strikes or other work stoppages by either Party's employees, or any other similar cause beyond the reasonable control of such Party.

8.13. Proprietary Information. Each Party is prohibited from, and shall prohibit its Affiliates and Contracted Providers from, disclosing to a third party the substance of this Agreement, or any information of a confidential nature acquired from the other Party (or Affiliate or Contracted Provider thereof) during the course of this Agreement, except to agents of such Party as necessary for such Party's performance under this Agreement, or as required by a Payor Contract or applicable Regulatory Requirements. Provider acknowledges and agrees that all information relating to Company's programs, policies, protocols and procedures is proprietary information and Provider shall not disclose such information to any person or entity without Health Plan's express written consent.

8.14. Authority. The individuals whose signatures are set forth below represent and warrant that they are duly empowered to execute this Agreement. Provider represents and warrants that it has all legal authority to contract on behalf of and to bind all Contracted Providers to the terms of the Agreement with Health Plan. Provider and each Contracted Provider acknowledges that references herein to the rights and obligations of any "Company" or a "Payor" under this Agreement are references to the rights and obligations of each Company and each Payor individually and not of the Companies or Payors collectively. Notwithstanding anything herein to the contrary, all such rights and obligations are individual and specific to each such Company and each such Payor and the reference to Company or Payor herein in no way imposes any cross-guarantees or joint responsibility or liability by, between or among such

individual Companies or Payors. A breach or default by an individual Company or Payor shall not constitute a breach or default by any other Company or Payor, including but not limited to Health Plan.

* * * * *

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, including all Product Attachments noted on Schedule B, effective as of the date set forth beneath their respective signatures.

HEALTH PLAN:	**PROVIDER:**
Coordinated Care Corporation, dba Managed Health Services	City of Fishers dba Fishers Health Department
	(Legibly Print Name of Provider)
Authorized Signature:	Authorized Signature:
Print Name: Jill Claypool	Print Name:
Title: Vice President, Network Development & Contracting	Title:
Signature Date:	Signature Date:
ICM #: ICMProviderAgreement_321604	Tax Identification Number: 35-1361390
To be completed by Health Plan only:	National Provider Identifier: 1033990106
Effective Date: April 1, 2024	Medicare Number: IN6079

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE A
CONTRACTED PROVIDER-SPECIFIC PROVISIONS

Provider and Contracted Providers shall comply with the applicable provisions of this Schedule A.

1. Hospitals. If Provider or a Contracted Provider is a hospital ("Hospital"), the following provisions apply.

1.1 24 Hour Coverage. Each Hospital shall be available to provide Covered Services to Covered Persons 24 hours per day, 7 days per week.

1.2 Emergency Care. Each Hospital shall provide Emergency Care (as hereafter defined) in accordance with Regulatory Requirements. The Contracted Provider shall notify Company's medical management department of any emergency room admissions by electronic file sent within 24 hours or by the next business day of such admission. "Emergency Care" (or derivative thereof) has, as to each particular Product, the meaning set forth in the applicable Coverage Agreement or Product Attachment. If there is no definition in such documents, "Emergency Care" means inpatient and/or outpatient Covered Services furnished by a qualified provider that are needed to evaluate or stabilize an Emergency Medical Condition. "Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following: (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

1.3 Staff Privileges. Each Hospital shall assist in granting staff privileges or other appropriate access to Company's Participating Providers who are qualified medical or osteopathic physicians, provided they meet the reasonable standards of practice and credentialing standards established by the Hospital's medical staff and bylaws, rules, and regulations.

1.4 Discharge Planning. Each Hospital agrees to cooperate with Company's system for the coordinated discharge planning of Covered Persons, including the planning of any necessary continuing care.

1.5 Credentialing Criteria. Each Hospital shall: (a) currently, and for the duration of this Agreement, remain accredited by the Joint Commission or American Osteopathic Association, as applicable; and (b) ensure that all employees of Hospital perform their duties in accordance with all applicable local, State and federal licensing requirements and standards of professional ethics and practice.

1.6 National Committee for Quality Assurance ("NCQA") Accreditation of Health Plans Standards. Each Hospital agrees to: (i) cooperate with Quality Management and Improvement ("QI") activities; (ii) maintain the confidentiality of a Covered Persons information and records pursuant to the Agreement; and (iii) allow the Company to use Hospital's performance data.

2. Practitioners. If Provider or Contracted Provider is a physician or other health care practitioner (including physician extenders) ("Practitioner"), the following provisions apply.

2.1 Contracted Professional Qualifications. At all times during the term of this Agreement, Practitioner shall, as applicable, maintain medical staff membership and admitting privileges with at least one hospital that is a Participating Provider ("Participating Hospital") with respect to each Product in which the Practitioner participates. Upon Company's request, Practitioner shall furnish evidence of the foregoing to Company. If Practitioner does not have such admitting privileges, Provider or the Practitioner shall provide Company with a written statement from another Participating Provider who has such admitting privileges, in good standing, certifying

that such individual agrees to assume responsibility for providing inpatient Covered Services to Covered Persons who are patients of the applicable Practitioner.

2.2 Acceptance of New Patients. To the extent that Practitioner is accepting new patients, such Practitioner must also accept new patients who are Covered Persons with respect to the Products in which such Practitioner participates. Practitioner shall notify Company in writing 45 days prior to such Practitioner's decision to no longer accept Covered Persons with respect to a particular Product. In no event will an established patient of any Practitioner be considered a new patient.

2.3 Preferred Drug List/Drug Formulary. If applicable to the Covered Person's coverage, Practitioners shall use commercially reasonable efforts, when medically appropriate under the circumstances, to comply with formulary or preferred drug list when prescribing medications for Covered Persons.

2.4 National Committee for Quality Assurance ("NCQA") Accreditation of Health Plans Standards. Each Practitioner agrees to: (i) cooperate with Quality Management and Improvement ("QI") activities; (ii) maintain the confidentiality of a Covered Persons information and records pursuant to the Agreement; and (iii) allow the Company to use Practitioner's performance data.

3. Ancillary Providers. If Provider or Contracted Provider is an ancillary provider (including but not limited to a home health agency, durable medical equipment provider, sleep center, pharmacy, ambulatory surgery center, nursing facility, laboratory or urgent care center)("Ancillary Provider"), the following provisions apply.

3.1 Acceptance of New Patients. To the extent that Ancillary Provider is accepting new patients, such Ancillary Provider must also accept new patients who are Covered Persons with respect to the Products in which such Ancillary Provider participates. Ancillary Provider shall notify Company in writing 45 days prior to such Ancillary Provider's decision to no longer accept Covered Persons with respect to a particular Product. In no event will an established patient of any Ancillary Provider be considered a new patient.

3.2 National Committee for Quality Assurance ("NCQA") Accreditation of Health Plans Standards. Each ancillary provider agrees to: (i) cooperate with Quality Management and Improvement ("QI") activities; (ii) maintain the confidentiality of a Covered Persons information and records pursuant to the Agreement; and (iii) allow the Company to use ancillary provider's performance data.

4. FQHC. If Provider or a Contracted Provider is a federally qualified health center ("FQHC"), the following provision applies.

4.1 FQHC Insurance. To the extent FQHC's employees are deemed to be federal employees qualified for protection under the Federal Tort Claims Act ("FTCA") and Health Plan has been provided with documentation of such status issued by the U.S. Department of Health and Human Services (such status to be referred to as "FTCA Coverage"), Section 5.1 of this Agreement will not apply to those Contracted Providers with FTCA Coverage. FQHC shall provide evidence of such FTCA Coverage to Health Plan at any time upon request. FQHC shall promptly notify Health Plan if, any time during the term of this Agreement, any Contracted Provider is no longer eligible for, or if FQHC becomes aware of any fact or circumstance that would jeopardize, FTCA Coverage. Section 5.1 of this Agreement will apply to a Contracted Provider immediately upon such Contracted Provider's loss of FTCA Coverage for any reason.

5. Facility Providers. If Provider or a Contracted Provider is a facility (including but not limited to Clinic, FQHC, LTAC, Nursing Home, Rehab, Rural Health Clinic, Skilled Nursing) ("Facility Provider") the following provision applies.

5.1 National Committee for Quality Assurance ("NCQA") Accreditation of Health Plans Standards. Each facility agrees to: (i) cooperate with Quality Management and Improvement ("QI") activities; (ii)

maintain the confidentiality of a Covered Persons information and records pursuant to the Agreement; and (iii) allow the Company to use facility's performance data.

6. Long Term Services and Supports ("LTSS") and Home and Community-Based Services ("HCBS") Providers. If Provider or a Contracted Provider is a provider of LTSS and/or HCBS services, the following provisions apply.

6.1 Definition. LTSS generally includes assistance with daily self-care activities (e.g., walking, toileting, bathing, and dressing) and activities that support an independent lifestyle (e.g., food preparation, transportation, and managing medications). The broad category of LTSS also includes care and service coordination for people who live in their own home, a residential setting, a nursing facility, or other institutional setting. Home and community-based services ("HCBS") are a subset of LTSS that functions outside of institutional care to maximize independence in the community.

6.2 HCBS Waiver Authorization. Provider shall not provide HCBS Covered Services to Covered Person without the required HCBS waiver authorization.

6.3 Conditions for Reimbursement. No payment shall be made to the Provider unless the Provider has strictly conformed to the policies and procedures of the HCBS Waiver Program, including but not limited to not providing HCBS Covered Services without prior authorization of Health Plan. For the purposes of this Exhibit, "HCBS Waiver Program" shall mean any special Medicaid program operated under a waiver approved by the Centers for Medicare and Medicaid Services which allows the provision of a special package of approved services to Covered Person.

6.4 Acknowledgement. Health Plan acknowledges that Provider is a provider of LTSS and is not necessarily a provider of medical or health care services. Nothing in this Agreement is intended to require Provider to provide medical or health care services that Provider does not routinely provide, but would not prohibit providers from offering these services, as appropriate.

6.5 Notification Requirements. Provider or the applicable Contracted Provider shall provide the following notifications to Health Plan, via written notice or via telephone contact at a number to be provided by Health Plan, within the following time frames:

6.5.1 Provider or the applicable Contracted Provider shall notify Health Plan of a Covered Person's visit to urgent care or the emergency department of any hospital, or of a Covered Person's hospitalization, within 24 hours of becoming aware of such visit or hospitalization.

6.5.2 Provider or the applicable Contracted Provider shall notify Health Plan of any change to the designated/assigned services being provided under a Covered Person's plan of care and/or service plan, within 24 hours of becoming aware of such change.

6.5.3 Provider or the applicable Contracted Provider shall notify Health Plan if a Covered Person misses an appointment with Provider, within 24 hours of becoming aware of such missed appointment.

6.5.4 Provider or the applicable Contracted Provider shall notify Health Plan of any change in a Covered Person's medical or behavioral health condition, within 24 hours of becoming aware of such change. (Examples of changes in condition are set forth in the Provider Manual.)

6.5.5 Provider or the applicable Contracted Provider shall notify Health Plan of any safety issue identified by Provider or Contracted Provider or its agent or subcontractor, within 24 hours of the identification of such safety issue. (Examples of safety issues are set forth in the Provider Manual.)

6.5.6 Provider or the applicable Contracted Provider shall notify Health Plan of any change in Provider's or Contracted Provider's key personnel, within 24 hours of such change.

6.6 Minimum Data Set. If Contracted Provider is a nursing facility, Provider or such Contracted Provider shall submit to Health Plan or its designee the Minimum Data Set as defined by CMS and required under federal law and Health Plan policy as it relates to all Covered Persons who are residents in Contracted Provider's facility. Such submission shall be via electronic mail, facsimile transmission, or other manner and format reasonably requested by Health Plan.

6.7 Quality Improvement Plan. Each Contracted Provider shall participate in Health Plan's LTSS quality improvement plan. Each Contracted Provider shall permit Health Plan to access such Contracted Providers' assessment and quality data upon reasonable advance notice, which may be given by electronic mail.

6.8 Electronic Visit Verification. If Contracted Provider provides in-home services, Contracted Provider shall comply with 21st Century Cures Act and Health Plan's electronic visit verification system requirements where applicable and accessible.

6.9 Criminal Background Checks. Provider shall conduct a criminal background check on each Contracted Provider prior to the commencement of services under this Agreement and as requested by Health Plan thereafter. Provider shall provide the results of such background checks to Health Plan and member, if self-directed, upon request. Provider agrees to immediately notify Health Plan of any criminal convictions of any Contracted or sub-contracted Provider. Provider shall pay any costs associated with such criminal background checks.

7. Person-Centered Planning, Care/Service Plan, and Services ("PCSP"). Provider shall comply with all state and federal regulatory requirements related to person-centered planning, care/service plans, and services including, but not limited to:

7.1 Covered Persons shall lead the person-centered planning process and can elect to include, and/or consult with, any of their LTSS providers in the care/service plan development process.

7.2 The care/service plan must be finalized and agreed to, with the informed consent of the individual in writing, and signed by all individuals and providers responsible for its implementation through the mechanism required by state and federal requirements. Non-medical service providers (such as meals or assistive technology) can signify their agreement through this contract or written agreement in lieu of directly in the plan, if permitted by the Covered Persons.

7.3 LTSS Provider shall be aware of, respect, and adhere to a Covered Person's preferences for the delivery of services and supports.

7.4 LTSS Provider shall ensure services and supports are culturally appropriate, provided in plain language (where applicable), and accessible to Covered Persons and the person(s) supporting them who have disabilities and/or are limited English proficient.

7.5 Health Plan agrees to complete the care/service plan in a timely manner (within at least 120 days of enrollment or annually, or less if state requirements differ) and provide a copy to LTSS Provider(s) responsible for implementation.

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE B
PRODUCT PARTICIPATION

Provider will be designated as a "Participating Provider" in the Product Attachments listed below as of the date of successful completion of credentialing in accordance with this Agreement.

List of Product Attachments:
Attachment A: Medicaid
Attachment B: Medicare
Attachment C: Commercial-Exchange

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE C
INFORMATION FOR CONTRACTED PROVIDERS

Provider shall provide Health Plan with the information set forth below with respect to: (i) Provider; (ii) each Contracted Provider; and (iii) if applicable, each Contracted Provider's locations and/or professionals. To the extent Provider provides the name of any Contracted Provider to Health Plan hereunder, such entity and/or individual will be considered a Contracted Provider under this Agreement regardless of whether the complete list of information set forth below relating to such Contracted Provider is provided by Provider.

1. Name
2. Address
3. E-mail address
4. Telephone and facsimile numbers
5. Professional license numbers
6. Medicare/Medicaid ID numbers
7. Federal tax ID numbers
8. Completed W-9 form
9. National Provider Identifier (NPI) numbers
10. Provider Taxonomy Codes
11. Area of medical specialty
12. Age restrictions (if any)
13. Area hospitals with admitting privileges (where applicable)
14. Whether Providers are employed or subcontracted with Contracted Provider using the designation "E" for employed or "C" for subcontracted.
15. For a subcontracted Provider, whether its Providers are employed or contracted with the subcontracted Provider using the designation "E" for employed or "C" for contracted.
16. Office contact person
17. Office hours
18. Billing office
19. Billing office address
20. Billing office telephone and facsimile numbers
21. Billing office e-mail address
22. Billing office contact person
23. Ownership Disclosure Form, as required to comply with Regulatory Requirements and Governmental Contract

NOTE: For a complete listing of the information and additional documentation required, please refer to the enrollment application.

Attachment A-1: Medicaid

PRODUCT ATTACHMENT

THIS PRODUCT ATTACHMENT (this "***Attachment***") is made and entered between Coordinated Care Corporation, dba Managed Health Services ("***Health Plan***") and City of Fishers dba Fishers Health Department ("***Provider***").

WHEREAS, Health Plan and Provider entered into that certain Participating Provider Agreement, as the same may have been amended and supplemented from time to time (the "***Agreement***"), pursuant to which Provider and its Contracted Providers participate in certain Products offered by or available from or through a Company;

WHEREAS, pursuant to the provisions of the Agreement, this Attachment is identified on the signature page of the Agreement and, as such, the Contracted Providers identified herein will be designated and participate as "Participating Providers" in the Product described in this Attachment; and

WHEREAS, Health Plan has contracted with the Indiana's Family and Social Services Administration ("***FSSA***") - Office of Medicaid Policy and Planning ("***OMPP***") to be a Managed Care Entity ("***MCE***") to provide Covered Services to Covered Persons in the Hoosier Healthwise ("***HHW***") and Healthy Indiana Plan ("***HIP***") Medicaid programs (together "***Medicaid Product***" or "***IHCP***") (sometimes "***Programs***") and such other programs as may be awarded to Health Plan by FSSA.

WHEREAS, the Agreement is modified or supplemented as hereafter provided.

NOW THEREFORE, in consideration of the recitals, the mutual promises herein stated, the parties hereby agree to the provisions set forth below.

1. Defined Terms. For purposes of the Medicaid Product (as herein defined), the following terms have the meanings set forth below. All capitalized terms not specifically defined in this Attachment, including on Schedule A, will have the meanings given to such terms in the Agreement, or, if not defined herein, the meanings given to such terms in the State Contract (as defined below).

2. Product Participation.

2.1 IHCP. This Attachment addresses the participation of Provider and the applicable Contracted Providers in the Medicaid Product. The Medicaid Product includes those programs and health benefit arrangements offered by Health Plan or other Company pursuant to a contract (the "***State Contract***") with the FSSA, or any successor thereto, to provide specified services and goods to covered beneficiaries under the Programs (or additional, ancillary or successor State Medicaid programs thereto), and to meet certain performance standards while doing so, including the agreement awarded to Health Plan under the State risk-based managed care program for certain Hoosier enrollees pursuant to Request-For-Proposal ("***RFP***") 22-68152 and all attachments, addendums and other documents incorporated therein, as supplemented or revised from time to time. The Medicaid Product does not apply to any Coverage Agreements that are specifically covered by another Product Attachment to the Agreement. This Attachment applies only to the provision of health care services, supplies or accommodations (including Covered Services) to Covered Persons enrolled in the Medicaid Product.

Where Company is not the Payor, the rights and responsibilities assigned under this Attachment to Company, Payor, or "Company or Payor" shall be understood to apply to either Company or Payor as applicable under the circumstances and as determined by the terms of the Payor Contract, Regulatory Requirements and/or Company policies and procedures. The phrase "Company or Payor" is not intended to nor shall result in the expansion of any rights on the part of Provider or Contracted Providers or any liabilities on the part of Company or Payor. Nothing in this Attachment shall be construed as conferring any financial or legal liabilities of Payor under any Regulatory Requirements or the Payor Contract to Company or Health Plan. Nothing in this Attachment shall be construed as altering the terms of the Payor Contract, or in a manner that is inconsistent with Regulatory Requirements. The rights

and responsibilities that arise under a Payor Contract (including a Governmental Contract) and that are assigned under this Attachment to Health Plan are understood to be assigned to Company (and references to "Health Plan" will be understood to be references to Company) where Company is a party to the Payor Contract.

2.2 Participation. Unless otherwise specified in this Attachment, all Contracted Providers under the Agreement will participate in the Medicaid Product as "***Providers***," and will provide to Covered Persons enrolled in the Medicaid Product, upon the same terms and conditions contained in the Agreement, as supplemented or modified by this Attachment, those Covered Services that are provided by Contracted Providers pursuant to the Agreement. In providing such services, Provider shall, and shall cause Contracted Providers to, comply with and abide by the provisions of this Attachment and the Agreement (including the Provider Manual).

2.3 Attachment. This Attachment constitutes the Product Attachment for the Medicaid Product.

2.4 Construction. Except as expressly provided herein, the terms and conditions of the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the provisions of the Agreement and the provisions of this Attachment, this Attachment will govern with respect to health care services, supplies or accommodations (including Covered Services) rendered to Covered Persons enrolled in the Medicaid Product. To the extent any provision of this Attachment, or any provision of the Agreement as it relates to this Attachment, (including any exhibit, attachment, or other document referenced herein) is inconsistent with or contrary to any provision of the State Contract, the relevant provision of the State Contract shall have priority and control over the matter. To the extent Provider or any Contracted Provider is unclear about its, his or her respective duties and obligations, Provider or the applicable Contracted Provider shall request clarification from the Company.

3. Term. This Attachment will become effective as of the Effective Date and will be coterminous with the Agreement unless a party or a Contracted Provider terminates the participation of the Contracted Provider in the Medicaid Product in accordance with the applicable provisions of the Agreement or this Attachment. Notwithstanding the above, Health Plan may immediately terminate this Attachment upon notice to Provider in the event that the State Contract is terminated or the Programs (or any aspect thereof) is no longer authorized by law (i.e., has been vacated by a court of law, CMS has withdrawn federal authority for the program, or the program is the subject of a legislative repeal).

4. Governmental Contract/Regulatory Requirements. **Schedule A** to this Attachment, which is incorporated herein by this reference, sets forth the special provisions that are applicable to the Medicaid Product under the State Contract and the provisions that are required by the State Contract to be included in the Agreement with respect to the Medicaid Product. Provider shall expressly impose these terms and obligations, in writing, on each of its Contracted Providers, as such term is defined in the Agreement. Health Plan is and shall be a third-party beneficiary of any agreement between Provider and its Contracted Providers with the right to directly enforce these terms and condition upon Contracted Providers. Applicable State agencies have the right to modify, supplement, amend and add to the terms, conditions and obligations set forth in **Schedule A**, and Contracted Providers shall be bound by such changes.

SCHEDULE A
GOVERNMENTAL CONTRACT REQUIREMENTS

This Schedule A sets forth the special provisions that are specific to the Indiana Medicaid Product under the applicable State Contract.

A. Requirements Applicable to Providers:

1. **Compliance with Law and State Contract**. Provider shall comply with all federal and state law and provisions of the State Contract applicable to Provider's scope of services under the Agreement even if not recited or summarized herein and Provider warrants and represents it has familiarized itself with those provisions and shall comply therewith. Provider agrees that the terms and conditions set out in the State Contract, any incorporated documents, and all applicable state and federal laws, as amended, which are applicable to the Provider's obligations under the Agreement govern the duties and responsibilities of Provider with regard to the provision of Covered Services to Covered Persons.

2. **Access to Records**. Provider shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. Provider shall make such materials available at its office at all reasonable times during this Agreement, and for three (3) years from the date of final payment under the State Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

3. **Assignment**. This Agreement may not be assigned without the State's prior written consent.

4. **Permits and Licenses**. Provider shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities hereunder. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.

5. **HIPAA**. To the extent Provider creates, receives, maintains, or transmits State PHI/PII on Health Plan's behalf, Provider will comply with the same restrictions, conditions, and requirements with respect to such PHI/PII as are applicable to Health Plan under Section 12 of the State Contract. (SC §12.F.) Provider shall ensure that Covered Person Medical Records, as well as any other health and enrollment information that contains individually identifiable health information, is used, and disclosed in accordance with the privacy requirements set forth in the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule (see 45 CFR parts 160 and 164, subparts A and E, which address security and privacy of individually identifiable health information). Provider shall also comply with all other applicable state and federal privacy and confidentiality requirements. Provider shall immediately notify Health Plan of any HIPAA or other security breach so that Health Plan may comply with its notification obligations to the State.

6. **Employment Eligibility**. Provider certifies: (i) it is not an unauthorized alien; (ii) it does not and will not employ or contract with an unauthorized alien; and (iii) it is enrolled and participates in the E-Verify program. This Agreement will be terminated if the foregoing certifications prove inaccurate at any time during the term of the Agreement.

7. **Licensing and Certification Standards**. Provider shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by Provider pursuant to this Agreement. Health Plan will not pay Provider for any services performed when Provider, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulation. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, Provider shall notify Health Plan immediately and Health Plan, at its option, may immediately terminate this Agreement. Provider will maintain a current IHCP provider agreement (i.e., be an IHCP-enrolled provider), be duly licensed in accordance with the appropriate state licensing board, remain in good standing with said board

and respond to the cultural, racial and linguistic needs of the Hoosier HealthWise and Healthy Indiana Plan covered population. Company will terminate the Agreement, this Medicaid Product Attachment or a Participating Provider's participation under either of such documents as soon as Company has knowledge that Provider's or the Participating Provider's license or IHCP provider agreement was terminated.

8. **Anti-Discrimination**. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Provider covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Provider certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this section may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between Health Plan and/or the State and any applicant or employee of Provider or any subcontractor. The State is a recipient of federal funds, and therefore, where applicable, Provider shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

9. **Miscellaneous Federal Requirements**. Provider will comply with the following:

   a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Provider receives Federal financial assistance under this Agreement.

   b. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which Provider receives Federal financial assistance under this Agreement.

   c. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which Provider receives Federal financial assistance under this Agreement.

   d. The Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Justice (28 C.F.R. 35.101 et seq.), to the end that in accordance with the Act and Regulation, no person in the United States with a disability shall, on the basis of the disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which Provider receives Federal financial assistance under this Agreement.

   e. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), and all requirements imposed by or pursuant to regulation, to the end that, in accordance with

the Amendments, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which Provider receives Federal financial assistance under this Agreement.

10. **Discontinuation of State Contract**. Should the State Contract for whatever reason, be discontinued and the activities as provided for in the State Contract for services cease, Provider shall promptly convey to the State of Indiana, copies of all vendor working papers, data collection forms, reports, charts, programs, cost records and all other material related to work performed on this Agreement. Health Plan and FSSA will convene immediately upon notification of termination or non-renewal of the State Contract to determine what work shall be suspended, what work shall be completed, and the time frame for completion and conveyance. FSSA will then provide Health Plan with a written schedule of the completion and conveyance activities associated with termination. Health Plan shall communicate any such information relevant to Provider. Documents/materials associated with suspended activities shall be conveyed by Provider to the State of Indiana upon five days' notice from the State of Indiana. Upon completion of those remaining activities noted on the written schedule, Provider shall also convey all documents and materials to the State upon five days' notice from the State.

11. **Provider Qualifications**. Provider and its staff shall have appropriate education and experience to fulfill the requirements of their respective positions. Provider shall participate in (and require its employees and, where applicable, its subcontractor's employees to participate in) ongoing training regarding the major components of the IHCP as may be required by Health Plan or FSSA.

12. **Debarment, Suspension, and Exclusion**. In accordance with 42 CFR 438.610, neither Provider, nor its directors, officers, partners or persons with beneficial ownership of five percent (5%) or more of Provider's equity, nor persons with an employment, consulting or other arrangement with Provider for the provisions of items or services significant to this Agreement, shall be: (i) debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulations or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing such Order; or (ii) an individual who is an affiliate, as defined in the Federal Acquisition Regulation, of such a person. Provider shall promptly disclose to Health Plan such information regarding its employees, officers, directors, owners, and managers as may be reasonably requested by Health Plan including, but not limited to, information relative to any criminal offenses related to such persons' involvement in Medicare/Medicaid or Title XX programs. Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes hereof means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Provider. Provider warrants and represents that neither it nor its owners or operators have been excluded from participation by the Federal Government or by the State's Medicaid program for fraud or abuse. Provider shall comply with all federal requirements (42 CFR 1002) on exclusion and debarment screening. Provider shall screen its owners and employees against the federal exclusion databases (such as LEIE and EPLS) and shall report the results of such screening to Health Plan. Any services provided by excluded individuals shall be refunded to and/or obtained by the State and/or Health Plan as prescribed in the State Contract, Section 7.4 "Program Integrity Overpayment Recovery". Where the excluded individual is a provider of Covered Services or an owner of Provider, all amounts paid to Provider for Covered Services rendered following their exclusion shall be refunded. Health Plan may terminate this Agreement in the event Provider has been excluded from participating in federal health care programs under Section 1128 or Section 1128A of the Social Security Act.

13. **FSSA Meeting Requirements**. As determined necessary and as directed by FSSA, Provider shall participate, at no cost to FSSA, in meetings and proceedings with external entities, including but not limited to, the DUR Board, MHQAC, Medicaid Advisory Committee, Therapeutics Committee, Indiana Psychotropic Medication Advisory Committee, and legislative hearings.

14. **Disclosures by Risk Bearing Providers**. If Provider is a prepaid health plan, physician-hospital organization or another entity that accepts financial risk for services which Health Plan does not directly provide, then Health Plan will monitor the financial stability of Provider if payments to Provider are equal to or greater than five percent (5%) of premium/revenue. Provider shall provide Health Plan, at least quarterly, the following information:

- A statement of revenues and expenses
- A balance sheet
- Cash flows and changes in equity/fund balance
- An actuarial opinion of the IBNR estimates

Moreover, at least annually, Provider shall provide Health Plan with the following information which Health Plan will use to monitor Provider's performance: audited financial statements including statement of revenues and expenses, balance sheet, cash flows and changes in equity/fund balance and an actuarial opinion of the IBNR estimates. Health Plan will make these documents available to FSSA upon request.

15. **Requirements of 42 CFR 438.230**. In accordance with 42 CFR 438.230 (i) Provider shall perform all its delegated activities and reporting obligations in compliance with Health Plan's obligations under the State Contract; (ii) Health Plan may revoke the Agreement or impose corrective action if Health Plan or the State determines Provider has not performed adequately or satisfactorily; (iii) Provider shall comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and provisions of the State Contract; (iv) The State, CMS, the U.S. Department of Health and Human Services (HHS) Inspector General, and the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer, or other electronic systems of the Provider that pertain to any aspect of services and activities performed, or the determination of amounts payable under the State Contract. The Provider will make available, for purposes of such an audit, evaluation and/or inspection its premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems related to Covered Persons. There shall be no restrictions on the right of the State or the federal government to conduct whatever inspections, evaluations and audits are necessary to ensure compliance with the program, quality, appropriateness or timeliness of services and reasonableness of costs. The right to audit, evaluate and inspect, as aforesaid, will exist through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later, provided, however, if the State, CMS, HHS Inspector General, or Comptroller determines that there is a reasonable probability of fraud or similar risk, the State, CMS, HHS Inspector General, or Comptroller may inspect, evaluate, and audit the Provider at any time.

16. **Miscellaneous Obligations of Provider**. Provider acknowledges, or will comply with, as appropriate, the following requirements:

- Approval of the form and substance of this Agreement by FSSA is a condition to its effectiveness. Any subsequent material changes to this Agreement must be approved by FSSA as a condition to the effectiveness of those changes. Moreover, Provider may not assign this Agreement without the express written consent of Health Plan and FSSA.

- Provider shall not advertise or announce the existence of this Agreement prior to FSSA's approval.

- Health Plan will monitor and oversee Provider's activities and performance. Health Plan may conduct formal, periodic and random reviews of Provider, as directed by FSSA. Upon Health Plan's request, Provider shall deliver to Health Plan such performance and financial data as reasonably requested to assist Health Plan in monitoring Provider's performance. This Agreement shall be deemed amended as necessary to comply with all the State of Indiana statutes, and is subject to the provisions thereof.

- In accordance with IC 12-15-30-5, the term of this Agreement does not extend beyond the term of the State's Contract with Health Plan.

- Provider has familiarized itself with the State Contract and will comply with all provisions thereof (and any relevant amendments thereof) applicable to scope of Provider's work and services under the Agreement. Provider shall fulfill all state and federal requirements appropriate to the services or activities delegated under the Agreement.

- OMPP may, at its election, evaluate, through inspection or other means, quality, appropriateness and timeliness of Provider's activities and performance and Provider shall cooperate and comply therewith. Provider shall allow the inspection by state and federal officials of any records, including accounting records, pertinent to the State Contract and Provider shall retain such records for the record retention period set forth in the State Contract.

- For Covered Serviced rendered to Covered Persons, Provider shall maintain an adequate record system for recording services, charges, and dates of service.

- Provider shall cooperate with both internal and external quality assurance, utilization review, peer review and grievance procedures.

Provider shall comply with Health Plan's policies and procedures addressing auditing and monitoring Providers' data, data submissions and performance.

FSSA reserves the right to audit Provider's self-reported data and change reporting requirements at any time with reasonable notice and Provider shall cooperate therewith.

If Provider provides direct services to Covered Persons, such as care coordination and/or behavioral health services, Providers shall meet the same requirements as Health Plan with respect thereto and Provider shall have quality improvement goals and performance improvement activities specific to the types of Covered Services provided by Provider.

17. **Non-Covered Items/Services**. Health Plan will not pay for items or services (other than an Emergency item or service, not including items or services furnished in an Emergency room or a hospital): (i) With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act of 1997. (ii) With respect to any amount expended for roads, bridges, stadiums, or any other item or service not covered under the Medicaid State plan. (iii) With respect to any amount expended for home health care services provided by an agency or organization unless the agency or organization provides the State on a continuing basis a surety bond as specified under paragraph (7) of section 1861(o) of the Social Security Act.

18. **Preferred Drug List ("PDL")**. Provider will familiarize itself with Health Plan's preferred drug list (PDL) shall comply with Health Plan's policies and procedures related thereto. If and when notified by Health Plan, Provider shall use 340B-related modifiers on pharmaceutical claims and Health Plan will not pay for claims not containing the required modifiers.

19. **Emergency Care**. Emergency Services do not require a prior authorization. Services for treatment of an Emergency Medical Condition, as defined in 42 CFR 438.114, which relates to emergency and post-stabilization services, and IC 12-15-12 (i.e., subject to the "prudent layperson" standard), shall be available twenty-four (24)-hours-a-day, seven (7)-days-a-week.

20. **Behavioral Health**.

    a. If Provider provides behavioral health crisis intervention services, such services shall be available twenty-four (24) hours a day seven (7) days a week.

    b. Provider shall participate in Health Plan behavioral health training relating to identifying and treating Covered Persons with behavioral health disorders, when and how to refer Covered Persons for

behavioral health treatment and screening and treatment of Covered Persons with co-existing mental health and substance abuse disorder.

c. Provider shall cooperate and comply with Health Plan's policies and procedures relating to the coordination of physical and behavioral health care among providers treatment of a Covered Person.

d. If Provider is a behavioral health provider, Provider shall notify Health Plan within five (5) calendar days of the Covered Person's visit, and submit information about the treatment plan, the Covered Person's diagnosis, medications, and other pertinent information. Disclosure of mental health records by Provider to the Health Plan and to the Covered Person's physician is permissible under the Health Insurance Portability and Accountability Act (HIPAA) and state law (IC 16-39-2-6(a)) without consent of the Covered Person because it is for treatment. However, consent from the Covered Person is necessary for substance abuse records.

e. Provider shall ask and encourage Covered Persons to sign a consent that permits release of substance abuse treatment information to the Health Plan and to Covered Person's PMP or behavioral health provider, if applicable.

f. For each Covered Person receiving behavioral health treatment, Provider shall document and reciprocally share the following information for that Covered Person with Covered Person's PMP and/or behavioral health provider: (i) Primary and secondary diagnoses; (ii) Findings from assessments; (iii) Medications prescribed; (iv) Psychotherapy prescribed; and (v) Other relevant information.

g. If Provider is a behavioral health provider, Provider shall share clinical information about the Covered Person directly with the Covered Person's PMP.

h. For Covered Persons receiving inpatient psychiatric services, the provider of such services shall ensure such services are scheduled for outpatient follow-up and/or continuing treatment prior to discharge. This treatment shall be provided within seven (7) calendar days from the date of the Covered Person's discharge. If a Covered Person misses an outpatient follow-up or continuing treatment, Provider shall contact that Covered Person within three (3) business days of notification of the missed appointment.

i. With respect to inpatient services at an Institution for Mental Disease, as defined in Section 1905(i) of the Social Security Act, Provider shall consult with Health Plan to understand Health Plan's policies and procedures for eligible coverage.

j. All outpatient mental health services shall be delivered by licensed psychiatrists and HSPPs, or an advanced practice nurse or person holding a master's degree in social work, marital and family therapy or mental health counseling.

21. **Care Coordination and Continuity of Care**.

a. Provider shall cooperate and comply with Health Plan's Care Coordination plan and shall utilize Health Plan developed screening tools for assessing and identifying medical needs and categorizing Covered Persons when recommended by Health Plan.

b. Providers to pregnant Covered Persons are responsible for completing the standard Notification of Pregnancy (NOP) form.

c. Provider shall cooperate and comply with Health Plan's: (i) Disease Management program.; (ii) Care Management, Complex Case Management, Rights Choices, and Care Plan policies and procedures; and (iii) Continuity of Care and Care Coordination policies and procedures.

22. **Opioid Treatment and Substance Abuse Disorder**.

a. Health Plan will pay for Opioid Treatment Program (OTP) services rendered only to Covered Persons as defined by FSSA and approved by CMS and only when rendered by providers classified as "Addictions Providers" and those having the OTP specialty as defined in the IHCP Provider Enrollment Type and Specialty Matrix. Provider shall consult with Health Plan in the event clarification is required.

b. A prior authorization (PA) is required for all residential Substance Abuse Disorder (SUD) stays. If Provider determines a Covered Person requires more time than an initial fourteen (14) days, the Provider should submit a PA update request showing that the Covered Person has made progress but can be expected to show more progress given more treatment time. An additional length of stay can be approved based on documentation of Medical Necessity.

c. If Provider is a SUD Provider, Provider must provide (i) the continuum of the American Society of Addiction Medicine (ASAM) levels of care, and (ii) the following levels of treatment: early intervention; outpatient; intensive outpatient; partial hospitalization; clinically-managed low-intensity residential; clinically-managed high-intensity residential; and medically-managed inpatient.

23. **Non-Discrimination of Covered Persons**. Provider shall not, on the basis of health status or need for health care services, discriminate against Covered Persons. Additionally, Provider shall not discriminate against Covered Persons on the basis of race, color, national origin, sex, sexual orientation, gender identity or disability and will not use any policy or practice that has the effect of discriminating in such manner.

24. **Non-Interference.** Provider understands and acknowledges that, in accordance with 42 CFR 438.102, Provider is not prohibited or restricted from (i) acting within his or her lawful scope of practice, or (ii) advising or advocating on behalf of a Covered Person who is his or her patient regarding the following:

- The Covered Person's health status, medical care or treatment options, including any alternative treatment that may be self-administered, regardless of whether benefits for such care are provided under Medicaid or CHIP;
- Any information the Covered Person needs in order to decide among all relevant treatment options;
- The risks, benefits, and consequences of treatment or non-treatment; and
- The Covered Person's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

25. **Rights of Covered Persons.** Provider shall take Covered Person's rights into account in the provision of Covered Services, including, but not limited to, those rights as set forth in 42 CFR 438.100(d).

26. **Provider Right to Assist with Appeals**. Health Plan will not take punitive action against Provider for requesting an expedited resolution or for supporting a Covered Person's appeal (including an expedited appeal) of an adverse decision. Provider acknowledges, in accordance with 42 CFR 438.402, it has the right to file an appeal on behalf of a Covered Person. Provider, when acting on behalf of a Covered Person, shall have sixty (60) calendar days from the date of an action notice within which to file an appeal.

27. **Continuation of Benefits**. Continuation of benefits will be afforded to Covered Persons in certain appeals in accordance with 42 CFR 438.420. Benefits will continue if: (i) the Covered Person (or Provider) files an appeal within ten (10) days of Health Plan mailing notice of an adverse decision (or the intended effective date) whichever is later; (ii) the appeal involves the termination, suspension, or reduction of a previously

authorized course of treatment; (iii) the services were ordered by an authorized Provider; (iv) the original period covered by the original authorization has not yet expired; and (v) the Covered Person requests extension of benefits. If benefits are continued or reinstated while an appeal is pending, the benefits shall continue until one of the following occurs: (i) the Covered Person withdraws the request; (ii) ten (10) days pass after Health Plan has mailed the notice of an adverse decision, unless a State fair hearing and request for continuation of benefits until the State hearing is resolved is requested within these ten (10) days; or (iii) the time period or service limits of a previously authorized service has been met. In accordance with 42 CFR 438.424, if Health Plan or State fair hearing officer reverses a decision to deny, limit, or delay services that were not furnished while the appeal was pending, Health Plan shall authorize or provide the disputed services promptly, and as expeditiously as the Covered Person's health condition requires. If Health Plan or the State fair hearing officer reverses a decision to deny authorization of services, and the Covered Person received the disputed services while the appeal was pending, Health Plan will pay for those services.

28. **Grievance and Appeal System**. Provider acknowledges it has received from Health Plan specific information regarding the Grievance and Appeal system including external grievance procedures, and the State Fair Hearing Procedures and timeframes applicable thereto, including information relating to: (i) the right to file Grievances and Appeals; (ii) the requirements and timeframes for filing; (iii) the availability of assistance in the filing process; (iv) the toll-free numbers a Covered Person may use for filing by phone; (v) the fact that, if requested and under certain circumstances: (A) benefits will continue if the Covered Person files an appeal or requests a FSSA fair hearing within the specified timeframes; and (B) the Covered Person may be required to pay the cost of services furnished during the appeal if the final decision is adverse to the Covered Person; (vi) the right to request an External Review by an Independent Review Organization of certain decisions; and (vii) in the case of an FSSA fair hearing: (A) the right to a hearing; (B) the method for obtaining a hearing; and (C) the rules governing representation at the hearing.

29. **Disputes**. Provider and Participating Providers will comply with the written provider claim dispute resolution process described in the Agreement and Provider Manual, which comply, to the extent required under the State Contract, with the requirements set forth in the Indiana Administrative Code ("IAC") at 405 IAC 1-1.6-1. If Provider wishes to complain to Company about any aspect of Company's operation, including plan administration, Provider may file a complaint orally or in writing. If Provider is not satisfied with Company's resolution of the complaint, Provider may appeal the decision by presenting his/her appeal in writing or before a complaint appeal panel convened by Company.

30. **Advance Directives**. Provider shall comply with Health Plan's policies and procedures relating to Advance Directives and shall not discriminate against Covered Persons in the provision of Covered Services on the basis of the existence or non-existence of an Advance Directive.

31. **Notice of Change to Practice.** So that Health Plan may comply with its notification obligations to Health Plan, Provider shall deliver written notice to Health Plan at least ninety (90) calendar days in advance of any changes to its practice affecting access by and availability to Covered Persons

32. **Provider Acting within Scope of License**. In accordance with 42 CFR 438.12, Health Plan will not discriminate for the participation, reimbursement or indemnification of Provider when Provider is acting within the scope of the Provider's license or certification, under applicable State law, solely on the basis of such license or certification. Health Plan is not precluded from establishing any measure designed to maintain quality and control costs consistent with Health Plan's obligations under the State Contract and applicable law.

33. **Hours of Operation**. Provider shall offer hours of operation that are no less than the hours of operation offered to commercial patients if Provider also serves commercial patients. Provider shall also make Covered Services available twenty-four (24)-hours-a-day, seven (7)-days-a-week, when medically necessary. Provider understands and acknowledges Health Plan will monitor Provider's compliance herewith and impose corrective action in the event of non-compliance with the foregoing. Provider shall comply with such

additional appointment time and availability standards as established by FSSA and/or Health Plan from time to time.

34. **Acute Care Hospital Facility**. If Provider is an Acute Care Hospital Facility, inpatient services are reimbursable when, along with any other applicable requirements, the Covered Services are prescribed by a physician and when the Covered Services are medically necessary for the diagnosis or treatment of the Covered Person's condition.

35. **Provisions Specific to Primary Medical Providers ("PMP")**.

    a. Unless otherwise indicated by Health Plan, Provider may serve as a Covered Person's PMP if Provider is an internal medicine physician, general practitioner, family medicine physician, pediatrician, obstetrician, gynecologist, endocrinologists (if primarily engaged in internal medicine), or, for HHW only, a physician extender. Provider shall allow a Covered Person to select his or her treating health professional to the extent possible, appropriate and in accordance with applicable law.

    b. Moreover, If Provider is a PMP: (i) Provider may contract with multiple MCEs and may participate as a specialist with other MCEs; (ii) Provider shall be responsible for providing an ongoing source of primary care appropriate to the Covered Person's needs; (iii) Provider must coordinate each Covered Person's physical and behavioral health care; (iv) Provider shall make referrals as necessary; (v) Provider shall provide or arrange for coverage of Covered Services twenty-four (24) hours a day, seven (7) days a week; (vi) Provider shall have a mechanism in place to offer Covered Persons direct contact with Provider, or Provider's qualified clinical staff person, through a toll-free telephone number twenty-four (24)-hours-a-day, seven (7)-days-a-week; (vii) Provider shall be available to see Covered Persons at least three (3) days per week for a minimum of twenty (20) hours per week at any combination of no more than two (2) location; and (viii) Provider shall allow Health Plan assess to Provider's non-HIP/HHW practice to ensure that Provider's HIP/HHW population is receiving accessible services on an equal basis with Provider's non-HIP/HHW population; (ix) Provider shall provide "live voice" coverage after normal business hours. After-hour coverage for Provider may include an answering service or a shared-call system with other medical providers; (x) Covered Persons shall have telephone access to Provider (or appropriate designate such as a covering physician) in English and Spanish twenty-four (24)-hours-a-day, seven (7)-days-a-week; (xi) Provider shall maintain the medical care standards and practice guidelines as detailed in the IHCP Provider Manual; and (xii) Health Plan shall monitor medical care standards to evaluate access to care and quality of services provided to Covered Persons and evaluate Provider regarding practice patterns.

    c. In HHW, a referral from the Covered Person's PMP is required for Covered Services from any provider other than his or her PMP, unless the service is a Self-Referral under State Contract.

    d. If Provider is a PMP, Provider has the option to terminate this Agreement without cause with ninety (90) calendar day advance written notice to Health Plan.

    e. If Provider is a PMP, Provider may hold a maximum panel of 2500 Covered Persons, unless a larger panel limitation is mutually agreed upon by Parties.

36. **Specialists/Ancillary Providers**. If Provider is a Specialist or Ancillary Provider: (i) Provider may contract with multiple MCEs and may participate as a specialist with another MCE; (ii) Provider shall maintain the medical care standards and practice guidelines detailed in the IHCP Provider Manual; and (iii) Health Plan will monitor medical care standards to evaluate access to care and quality of services provided to Covered Persons and will evaluate Provider regarding their practice patterns.

37. **CLIA**. If Provider is a laboratory, Provider shall be enrolled with IHCP and must have a Clinical Laboratory Improvement Amendment (CLIA) certificate.

38. **FQHCs and RHCs**. If Provider is a Federally Qualified Health Center (FQHC) or Rural Health Clinic (RHC), Provider shall maintain and submit records documenting the number and types of valid encounters provided to Covered Persons each month. Capitated FQHCs and RHCs shall also submit encounter data (e.g. in the form of shadow claims to Health Plan) each month. The number of encounters will be subject to FSSA audit.

39. **School-Based Health Care**. If Provider is a School-Based Health Care Service, Provider is not permitted to serve as a PMP and must always coordinate a Covered Person's care with the Covered Person's PMP and Health Plan.

40. **Indian/Alaska Native Providers.** If Provider is an Indian Healthcare Provider, any American Indian/Alaska Native (AI/AN) Covered Person who is eligible to receive services from a participating Indian healthcare provider may receive Covered Services from Provider and if Provider is a PMP, Covered Persons may select Provider as his/her PMP provided Provider has the capacity to provide the services.

41. **Urgent Care Clinics.** If Provider is an Urgent Care Clinic, Provider shall be available to Covered Persons no less than eleven (11) hours each day, Monday through Friday and no less than five (5) hours each day on the weekend.

42. **HIP and HHW Enrollment and Disenrollment**. Provider shall cooperate and comply with Health Plan's established procedures relating to enrollment and disenrollment. To enable Health Plan to comply with its notification obligations, in the event Provider terminates this Agreement as provided by the express terms and conditions of the Agreement, Provider shall give Health Plan at least thirty (30) calendar day advance written notice thereof. Moreover, if the Provider is a PMP and is disenrolled from either HIP or HHW but remains an IHCP provider, Provider shall provide Covered Persons continuation of care for at least thirty (30) calendar days or until the Covered Person's link to another PMP becomes effective.

43. **Claim Submission**. Provider shall submit all claims that do not involve a third-party payer for Covered Services rendered to Covered Persons within ninety (90) calendar days from the date of service, or such shorter period of time as indicated in the Agreement or the Provider Manual. Health Plan waives the timely filing requirement in the case of claims for Covered Persons with retroactive coverage, such as presumptively eligible pregnant women and newborns. Health Plan also waives timely filing in cases where a retroactive coverage change or error has resulted in another MCE or Fee For Service recouping or recovering a claim. Health Plan permits Provider to submit a claim for payment within 90 days of claim's recovery or recoupment notice from the previous payer.

44. **Prior Authorization Request Form**. Provider shall utilize the Indiana Health Coverage Program Prior Authorization Request Form available on the Indiana Medicaid website for submission of prior authorization requests to Health Plan.

45. **Encounter Data Submission Upon Termination**. If Provider terminates the Agreement, Provider shall submit all encounter claims for Covered Services rendered to Covered Persons, consistent with Health Plan's encounter submission specifications, while serving as Health Plan's Provider.

46. **No Payment from State**. Provider shall not seek payment from the State for any Covered Service rendered to a Covered Person under this Agreement.

47. **POWER Accounts**. If Provider is serving the HIP population, Provider shall comply with all state-required terms pertaining to POWER account use and reimbursement policy. Provider shall use best commercial efforts to collect required co-payments for Covered Services rendered to Covered Persons for HIP Basic and HIP State Plan Basic and to HHW (Package C).

48. **Compliance with Standards**. Provider shall meet all FSSA and Health Plan credentialing standards and shall maintain IHCP manual standards, including: (i) Compliance with state record keeping requirements; (ii) FSSA's access and availability standards; and (iii) Other quality improvement program standards.

49. **High-Risk Populations and Costly Treatment**. As provided in 42 CFR 438.214(c), Health Plan does not discriminate against providers that serve high-risk populations or specialize in conditions that require costly treatment.

50. **Medical Records**. Provider's Medical Records shall document all medical services that the Covered Person receives in accordance with state and federal law. In accordance with 405 IAC 1-1.4-2, Provider's Medical Record shall include, at a minimum:

- The identity of the individual to whom service was rendered;
- The identity of the provider rendering the service;
- The identity, including date signature or initials, and position of the provider employee rendering the service, if applicable;
- The date on which the service was rendered;
- The diagnosis of the medical condition of the individual to whom service was rendered; relevant to physicians and dentists only;
- A detailed statement describing services rendered, including duration of services rendered;
- The location at which services were rendered;
- The amount claimed through Medicaid for each specific service rendered;
- Written evidence of physician involvement, including signature or initials, and personal patient evaluation will be required to document the acute medical needs;
- A current plan of treatment and progress notes, as to the medical necessity and effectiveness of treatment and ongoing evaluations as to assess progress and refine goals, and
- X-rays, mammograms, electrocardiograms, ultrasounds, and other electronic imaging records.

In addition, Provider shall comply with the following requirements with respect to its Medical Records:

- The Medical Records should include details such as prescriptions for medications; inpatient discharge summaries; patient histories (including immunizations) and physicals; a list of substances used and/or abused, including alcohol, smoking and legal and illegal drugs; and a record of outpatient, inpatient and emergency care, specialist referrals, ancillary care, laboratory and x-ray tests and findings.
- A Covered Persons' Medical Records shall be maintained in a detailed and comprehensive manner that conforms to good professional medical practice, permits effective professional medical review and medical audit processes, and facilitates an accurate system for follow-up treatment. Medical records shall be legible, signed and dated and maintained for at least seven (7) years as required by state and federal regulations.

- Upon reasonable request of a Covered Person, Provider shall provide a copy of the Covered Person's medical record at no charge, and Provider shall facilitate the transfer of the Covered Person's medical record to another provider at the Covered Person's request.

- Confidentiality of, and access to, Medical Records shall be provided in accordance with the standards mandated in the Health Insurance Portability and Accountability Act (HIPAA) and all other state and federal requirements, including, but not limited to, 42 CFR Part 2 specific to confidentiality of alcohol and drug abuse records.

- Provider shall permit Health Plan and representatives of FSSA to review Covered Persons' Medical Records for the purposes of monitoring the Provider's compliance with the Medical Record standards, capturing information for clinical studies, monitoring quality or any other reason, in accordance with 405 IAC 1-1.4-2. The failure of Provider to keep and maintain detailed and accurate Medical Records as required in this section may result in Provider repaying FSSA or Health Plan for amounts paid corresponding to Covered Services rendered for which accurate and detailed Medical Records are not timely provided.

- Provider must provide Medical Records upon request within the timeframe identified in the request. FSSA in its sole discretion may authorize additional time for responding to Medical Records requests made by Health Plan or FSSA. The failure of Providers to timely submit records may result in the assessment of an overpayment and/or other non-compliance remedies identified in Exhibit 2 of the State Contract.

51. **Training and Ongoing Education**. Provider shall make good faith efforts to participate in (and shall participate in where such participation is indicated as mandatory) such ongoing education training as provided by Health Plan and FSSA relating to the IHCP Programs, provider requirements and responsibilities, prior authorization policies and procedures, clinical protocols, Covered Person's rights and responsibilities, claims submission process, claims dispute resolution process, program integrity, identifying potential fraud and abuse, pay-for-performance programs and any other information relevant to improving the Covered Services provided to Covered Persons.

52. **Provider Manual**. Provider shall consult and comply with Health Plan's Provider Manual, policies and procedures, toll-free telephone provider helpline, and Provider Website for information relating to Provider's participation as a network provider of Health Plan.

53. **Provider-Preventable Conditions and Never Events**. In accordance with 42 CFR 434.6(a)(12), 42 CFR 438.3(g) and 42 CFR 447.26, no payment shall be made to Provider for a provider-preventable condition as identified in the State Plan. All payments made by Health Plan for "never events" shall be recovered by the Health Plan and/or FSSA as prescribed in Section 7.4 "Program Integrity Overpayment Recovery". Moreover, in accordance with 42 CFR 447.26(d), as a condition of payment, Providers agrees to comply with the reporting requirements in 42 CFR 447.26(d) which requires that Provider identify provider-preventable conditions associated with claims for payment or with courses of treatment furnished to Covered Persons for which payment would otherwise be available.

54. **Payment Responsibilities of Covered Persons**.

    a. In accordance with 42 CFR 438.106, Covered Persons shall not held liable for any of the following: (i) Any payments for Covered Services furnished under a contract, referral or other arrangement, to the extent that those payments are in excess of the amount that the Covered Person would owe if Health Plan provided the services directly; (ii) Covered services provided to the Covered Person for which FSSA does not pay Health Plan; (iii) Covered Services provided to the Covered Person for which FSSA or Health Plan does not pay Provider that furnishes the services under a contractual, referral or other arrangement; and (iv) Health Plan's debts or subcontractor's debts, in the event of

the entity's insolvency. Moreover, Provider may not balance bill Covered Persons, i.e., charge the Covered Person for Covered Services above the amount paid to Provider by Health Plan.

b. Provider is prohibited from charging a Covered Person, or the family of the Covered Person, for any amount not paid as billed for a Covered Service. Provider acceptance of payment from Health Plan as payment in full is a condition of participation in the IHCP. An IHCP provider can bill a Covered Person only when the following conditions have been met: (i) The service rendered must be determined to be non-covered by the IHCP; (ii) The Covered Person has exceeded the program limitations for a particular service; (iii) The Covered Person must understand, before receiving the service, that the service is not covered under the IHCP, and that the Covered Person is responsible for the charges associated with the service; and (iv) Provider must maintain documentation that the Covered Person voluntarily chose to receive the service, knowing that the IHCP did not cover the service. A generic consent form is not acceptable unless it identifies the specific procedure to be performed, and the Covered Person signs the consent before receiving the service. See the IHCP Provider Manual for more information.

c. In cases where a prior authorization is denied, Provider may bill a Covered Person only under the circumstances and requirements as expressly established by Health Plan consistent with the State Contract. Provider shall procure those circumstances and requirements from Health Plan.

55. **Provider Directory.** Provider shall provide Health Plan with information regarding Provider in accordance with 42 CFR 438.10(h) so that Health Plan may create a Provider Directory in compliance with Health Plan's obligations under the State Contract.

56. **Quality and Utilization Management**. Provider shall cooperate and comply with Health Plan's Quality Improvement and Utilization Management programs, policies and procedures including but not limited to providing Health Plan with such information and data as may be reasonably requested, cooperating with audits and participating in such performance activities specific to the types of Covered Services provided.

57. **Reduction/Limitation of Medically Necessary Services**. Provider acknowledged and understands that no specific payment made by Health Plan whether directly or indirectly is an inducement to reduce or limit medically necessary services for a Covered Person and Provider shall not reduce or limit medically necessary services to earn performance-based incentive payments.

58. **Notification of Pregnancy**. Provider shall participate in FSSA's and Health Plan's Notification of Pregnancy (NOP) Incentive program including, but not limited to, timely completing the required documents relative to Provider's patients.

59. **Moral/Religious Objections**. If Provider elects not to provide a Covered Service because of an objection on moral or religious grounds, Provider shall promptly furnish information to Health Plan as reasonably requested about the services it does not cover.

60. **Ownership and Control Reporting**. Provider shall comply with all federal requirements (42 CFR Part 455) on disclosure reporting, including business transaction disclosure reporting (42 CFR 455.104) and shall further provide any additional information necessary for Health Plan and the FSSA to perform exclusion status checks pursuant to 42 CFR 455.436. Provider shall submit routine disclosures in accordance with timeframes specified in 42 CFR Part 455, Subpart B and the terms of the State Contract, including at the time of initial contracting, contract renewal, at any time there is a change to any of the information on the disclosure form, at least once every three (3) years, and at any time upon request. Upon request of Health Plan, Provider shall provide Health Plan with ownership and control information as required under 42 CFR 455, including 42 CFR 455.104. FSSA reserves the right to immediately disenroll Provider if Provider becomes ineligible to participate in the IHCP.

61. **Miscellaneous Program Integrity Requirements**.

a. Provider shall cooperate and comply with Health Plan's Program Integrity Plan for the detection and investigation of fraud and abuse. Provider shall cooperate with all appropriate state and federal agencies, including the Indiana MFCU and the OMPP PI Section, in the investigation of fraud and abuse. Provider shall adopt and abide by Health Plan's written policies regarding the federal and state False Claims Acts, whistle-blower protections, and for preventing and detecting fraud and abuse.

b. Health Plan will suspend all payments to Provider when the State determines there is a credible allegation of fraud and has delivered to Health Plan a written notice of payment suspension.

c. In cases involving wasteful or abusive billing or service practices (including overpayments) identified by the OMPP PI Section, FSSA may recover any identified overpayment directly from the Provider or may require Health Plan to recover the identified overpayment and repatriate the funds to the State Medicaid program as directed by the OMPP PI Section. The OMPP PI Section may also take disciplinary action against Provider for engaging in inappropriate or abusive billing or service provision practices.

62. **Third Party Liability**. If Health Plan is aware of other insurance coverage prior to paying a claim, Health Plan will reject Provider's claim and Provider shall first submit the claim to the appropriate third party. Provider shall provide all medically necessary Covered Services regardless of such circumstances.

63. **Bankruptcy**. Immediately upon the filing of a bankruptcy petition by or against Provider, Provider shall notify Health Plan, in writing, so that Health Plan may comply with its notification obligations to the State.

64. **Transition Plan**. Provider shall cooperate and comply with Health Plan's Transition Plan relating to the expiration or termination of the State Contract (or any portion of the State Contract affecting the Agreement). Provider's obligations upon expiration or termination may include, but are not limited to: (i) cooperating with the assignment of the rights, title, and interests of Health Plan in and to the Agreement, to the State, or its designee; (ii) delivery of appropriate data, records, documents and property to the State, or its designee; (iii) taking such action as may be necessary, or as the State may direct, for the protection and preservation of the data and property related to the Agreement in Provider's possession; (iv) continuation of care for Covered Persons undergoing treatment for an acute condition; and/or (v) assisting with State in taking steps necessary to ensure a smooth transition of services following expiration or termination. Moreover, if Provider is providing Covered Services to Covered Persons and a Covered Person is in a course of treatment for which a change of providers could be harmless, Provider shall continue to provide Covered Services until that treatment is concluded or appropriate transfer of care can be arranged.

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Attachment A-1: Medicaid

EXHIBIT 1
COMPENSATION SCHEDULE
HOOSIER HEALTHWISE
PROFESSIONAL SERVICES

City of Fishers dba Fishers Health Department

This compensation schedule ("Compensation Schedule") sets forth the maximum reimbursement amounts for Covered Services provided by Contracted Providers to Covered Persons enrolled in a Medicaid Product. Where the Contracted Provider's tax identification number ("TIN") has been designated by the Payor as subject to this Compensation Schedule, Payor shall pay or arrange for payment of a Clean Claim for Covered Services rendered by the Contracted Provider according to the terms of, and subject to the requirements set forth in, the Agreement and this Compensation Schedule. Payment under this Compensation Schedule shall consist of the Allowed Amount as set forth herein less all applicable Cost-Sharing Amounts. All capitalized terms used in this Compensation Schedule shall have the meanings set forth in the Agreement, the applicable Product Attachment, or the Definitions section set forth at the end of this Compensation Schedule.

The maximum compensation for professional Covered Services rendered to a Covered Person shall be the "Allowed Amount." Except as otherwise provided in this Compensation Schedule, the Allowed Amount for professional Covered Services is the lesser of: (i) Allowable Charges; or (ii) 100% of the Payor's Medicaid fee schedule.

Additional Provisions:

1. Code Change Updates. Payor utilizes nationally recognized coding structures (including, without limitation, revenue codes, CPT codes, HCPCS codes, ICD codes, national drug codes, ASA relative values, etc., or their successors) for basic coding and descriptions of the services rendered. Updates to billing-related codes shall become effective on the date ("Code Change Effective Date") that is the later of: (i) the first day of the month following sixty (60) days after publication by the governmental agency having authority over the applicable Product of such governmental agency's acceptance of such code updates, (ii) the effective date of such code updates as determined by such governmental agency or (iii) if a date is not established by such governmental agency or the applicable Product is not regulated by such governmental agency, the date that changes are made to nationally recognized codes. Such updates may include changes to service groupings. Claims processed prior to the Code Change Effective Date shall not be reprocessed to reflect any such code updates.

2. Fee Change Updates. Updates to the fee schedule shall become effective on the effective date of such fee schedule updates, as determined by the Payor ("Fee Change Effective Date"). The date of implementation of any fee schedule updates, i.e. the date on which such fee change is first used for reimbursement ("Fee Change Implementation Date"), shall be the later of: (i) the first date on which Payor is reasonably able to implement the update in the claims payment system; or (ii) the Fee Change Effective Date. Claims processed prior to the Fee Change Implementation Date shall not be reprocessed to reflect any updates to such fee schedule, even if service was provided after the Fee Change Effective Date.

3. Payment under this Compensation Schedule. All payments under this Compensation Schedule are subject to the terms and conditions set forth in the Agreement, the Provider Manual and any applicable billing manual.

Definitions:

1. **Allowed Amount** means the amount designated in this Compensation Schedule as the maximum amount payable to a Contracted Provider for any particular Covered Service provided to any particular Covered Person, pursuant to this Agreement or its Attachments.

2. **Allowable Charges** means a Contracted Provider's billed charges for services that qualify as Covered Services.

3. **Cost-Sharing Amounts** means any amounts payable by a Covered Person, such as copayments, cost-sharing, coinsurance, deductibles or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement, if applicable.

4. **Payor Medicaid Fee Schedule** means the rate of reimbursement used by FSSA, as amended from time to time, to reimburse IHCP providers under current state law and regulation, including regulations, IHCP Program Bulletins, IHCP Program Banners and IHCP Provider Manual that may temporarily or permanently increase or decrease the reimbursement rate paid by the State. All fee schedule changes shall be effective as of the date of the law, regulation, bulletin or banner implementing the reimbursement rate.

Attachment A-1: Medicaid

EXHIBIT 2
COMPENSATION SCHEDULE
HEALTHY INDIANA PLAN
PROFESSIONAL SERVICES

City of Fishers dba Fishers Health Department

This compensation schedule ("Compensation Schedule") sets forth the maximum reimbursement amounts for Covered Services provided by Contracted Providers to Covered Persons enrolled in a Medicaid Product. Where the Contracted Provider's tax identification number ("TIN") has been designated by the Payor as subject to this Compensation Schedule, Payor shall pay or arrange for payment of a Clean Claim for Covered Services rendered by the Contracted Provider according to the terms of, and subject to the requirements set forth in, the Agreement and this Compensation Schedule. Payment under this Compensation Schedule shall consist of the Allowed Amount as set forth herein less all applicable Cost-Sharing Amounts. All capitalized terms used in this Compensation Schedule shall have the meanings set forth in the Agreement, the applicable Product Attachment, or the Definitions section set forth at the end of this Compensation Schedule.

The maximum compensation for professional Covered Services rendered to a Covered Person shall be the "Allowed Amount." Except as otherwise provided in this Compensation Schedule, the Allowed Amount for professional Covered Services is the lesser of: (i) Allowable Charges; or (ii) 100% of the Medicare Fee Schedule in effect on the date of service. If a Medicare rate does not exist for the Covered Service, the payment shall be 130% of the Payor's Medicaid Fee Schedule.

Additional Provisions:

1. Code Change Updates. Payor utilizes nationally recognized coding structures (including, without limitation, revenue codes, CPT codes, HCPCS codes, ICD codes, national drug codes, ASA relative values, etc., or their successors) for basic coding and descriptions of the services rendered. Updates to billing-related codes shall become effective on the date ("Code Change Effective Date") that is the later of: (i) the first day of the month following sixty (60) days after publication by the governmental agency having authority over the applicable Product of such governmental agency's acceptance of such code updates, (ii) the effective date of such code updates as determined by such governmental agency or (iii) if a date is not established by such governmental agency or the applicable Product is not regulated by such governmental agency, the date that changes are made to nationally recognized codes. Such updates may include changes to service groupings. Claims processed prior to the Code Change Effective Date shall not be reprocessed to reflect any such code updates.

2. Fee Change Updates. Updates to the fee schedule shall become effective on the effective date of such fee schedule updates, as determined by the Payor ("Fee Change Effective Date"). The date of implementation of any fee schedule updates, i.e. the date on which such fee change is first used for reimbursement ("Fee Change Implementation Date"), shall be the later of: (i) the first date on which Payor is reasonably able to implement the update in the claims payment system; or (ii) the Fee Change Effective Date. Claims processed prior to the Fee Change Implementation Date shall not be reprocessed to reflect any updates to such fee schedule, even if service was provided after the Fee Change Effective Date.

3. Modifier. Unless specifically indicated otherwise, fee amounts listed in the fee schedule represent global fees and may be subject to reductions based on appropriate Modifier (for example, professional and technical modifiers). As used in the previous sentence, "global fees" refers to services billed without a Modifier, for which the fee amount includes both the professional component and the technical component. Any Cost-Sharing Amounts that the Covered Person is responsible to pay under the Coverage Agreement will be subtracted from the Allowed Amount in determining the amount to be paid.

4. Anesthesia Modifier Pricing Rules. The dollar amount that will be used in the calculation of time-based and non-time based anesthesia management fees in accordance with the anesthesia payment policy. Unless specifically stated otherwise, the anesthesia conversion factor indicated is fixed and will not change. The anesthesia conversion factor is based on an anesthesia time unit value of 15 minutes.

5. Place of Service Pricing Rules. This fee schedule follows CMS guidelines for determining when services are priced at the facility or non-facility fee schedule (with the exception of services performed at Ambulatory Surgery Centers, POS 24, which will be priced at the facility fee schedule).

6. Payment under this Compensation Schedule. All payments under this Compensation Schedule are subject to the terms and conditions set forth in the Agreement, the Provider Manual and any applicable billing manual.

Definitions:

1. **Allowed Amount** means the amount designated in this Compensation Schedule as the maximum amount payable to a Contracted Provider for any particular Covered Service provided to any particular Covered Person, pursuant to this Agreement or its Attachments.

2. **Allowable Charges** means a Contracted Provider's billed charges for services that qualify as Covered Services.

3. **Cost-Sharing Amounts** means any amounts payable by a Covered Person, such as copayments, cost-sharing, coinsurance, deductibles or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement, if applicable.

4. **Payor Medicaid Fee Schedule** means the rate of reimbursement used by FSSA, as amended from time to time, to reimburse IHCP providers under current state law and regulation, including regulations, IHCP Program Bulletins, IHCP Program Banners and IHCP Provider Manual that may temporarily or permanently increase or decrease the reimbursement rate paid by the State. All fee schedule changes shall be effective as of the date of the law, regulation, bulletin or banner implementing the reimbursement rate.

Attachment A-2: Medicaid

MEDICAID PRODUCT ATTACHMENT

This MEDICAID PRODUCT ATTACHMENT ("***Attachment***") is made and entered between Coordinated Care Corporation, dba Managed Health Services ("***Health Plan***") and City of Fishers dba Fishers Health Department ("***Provider***").

WHEREAS, Health Plan and Provider entered into that certain Participating Provider Agreement, as the same may have been amended and supplemented from time to time (the "***Agreement***"), pursuant to which Provider and its Contracted Providers participate in certain Products offered by or available from or through a Company; and.

WHEREAS, pursuant to the provisions of the Agreement, the Contracted Providers identified herein will be designated and participate as "***Participating Providers***" in the Medicaid Product;

WHEREAS, the Agreement is modified or supplemented as hereafter provided.

NOW THEREFORE, in consideration of the recitals, the mutual promises herein stated, the parties hereby agree to the provisions set forth below.

1. Definitions. For purposes of the Medicaid Product (as herein defined), the following terms have the meanings set forth below. All capitalized terms not specifically defined in this Attachment, including on Schedule A, will have the meanings given to such terms in the Agreement, or, if not defined herein, the meanings given to such terms in the State Contract (as defined below).

1.1 "***Medicaid Product***" refers to those programs and health benefit arrangements offered by Health Plan or Company pursuant to contract(s) with one or more state agency(ies), or any successors thereto, to provide specified services and goods (including healthcare and pharmacy services) to covered beneficiaries under state funded program(s) in connection with the Indiana Medicaid Hoosier Care Connect Programs ("***IHCP***"), and to meet certain performance standards while doing so, including the agreement awarded to Health Plan under the State risk-based managed care program for certain Hoosier enrollees pursuant to Request-For-Proposal ("***RFP***") 20-041 and all attachments, addendums and other documents incorporated therein, as supplemented or revised from time to time, (each a "***State Contract***"). The Medicaid Product does not apply to any Coverage Agreements that are specifically covered by another Product Attachment to the Agreement.

2. Medicaid Product.

2.1 Medicaid Product. This Product Attachment constitutes the "***Medicaid Product Attachment***" and is incorporated into the Agreement between Provider and Health Plan. It supplements the Agreement by setting forth specific terms and conditions that apply to the Medicaid Product with respect to which a Participating Provider has agreed to participate, and with which a Participating Provider must comply in order to maintain such participation. This Attachment applies only to the provision of health care services, supplies or accommodations (including Covered Services) to Covered Persons enrolled in the Medicaid Product.

2.2 Participation. Except as otherwise provided in this Product Attachment or the Agreement, Provider and all Contracted Providers under the Agreement will participate as Participating Providers in the Medicaid Product and will provide to Covered Persons enrolled in the Medicaid Product, upon the same terms and conditions contained in the Agreement, as supplemented or modified by this Product Attachment, those Covered Services that are provided by Contracted Providers pursuant to the Agreement. In providing such services, Provider will, and will cause Contracted Providers to, comply with and abide by the provisions of this Product Attachment and the Agreement (including the Provider Manual).

2.3 Attachment. This Attachment constitutes the Product Attachment and Compensation Schedule for the Medicaid Product.

2.4 Construction. This Product Attachment supplements and forms a part of the Agreement. Except as otherwise provided herein or in the terms of the Agreement, the terms and conditions of the Agreement will remain unchanged and in full force and effect as a result of this Product Attachment. In the event of a conflict between the provisions of the Agreement and the provisions of this Product Attachment, this Product Attachment will govern with respect to health care services, supplies or accommodations (including Covered Services) rendered to Covered Persons enrolled in or covered by a Medicaid Product. To the extent Provider or any Contracted Provider is unclear about its, his or her respective duties and obligations, Provider or the applicable Contracted Provider will request clarification from Health Plan. To the extent any provision of the Agreement (including any exhibit, attachment, or other document referenced herein) is inconsistent with or contrary to any provision of the State Contract, the relevant provision of the State Contract will have priority and control over the matter.

3. Term. This Product Attachment will become effective as of the Effective Date, and will be coterminous with the Agreement unless a Party terminates the participation of the Contracted Provider in this Product in accordance with the applicable provisions of the Agreement or this Product Attachment.

4. State Mandated Program and Regulatory Requirements. Schedule A to this Product Attachment, which is incorporated herein by this reference, sets forth the provisions that are required by the State Contract to be included in the Agreement with respect to the Medicaid Product. Schedule B to this Product Attachment, which is incorporated herein by this reference, sets forth the provisions that are required by State law to be included in the Agreement. To the extent that a Coverage Agreement is subject to the law cited in the parenthetical at the end of a provision on Schedule B, such provision will apply to the rendering of Covered Services to a Covered Person with such Coverage Agreement. Any additional requirements that may apply to the Coverage Agreements or Covered Persons enrolled in or covered by this Product may be set forth in the Provider Manual or another Attachment and are incorporated herein by this reference.

5. Other Terms and Conditions. Except as modified or supplemented by this Product Attachment, the compensation hereunder for the provision of Covered Services by Contracted Providers to Covered Persons enrolled in or covered by the Medicaid Product is subject to all of the other provisions in the Agreement (including the Provider Manual) that affect or relate to compensation for Covered Services provided to Covered Persons.

Attachment A-2: Medicaid

SCHEDULE A
GOVERNMENTAL PROGRAM REQUIREMENTS

This Schedule sets forth the special provisions that are specific to the Indiana Hoosier Care Connect Medicaid Product under the State Contract.

1. Definitions. For purposes of the Medicaid Product, the following terms have the meanings set forth below.

1.1. ***Covered Person*** means a Hoosier Care Connect eligible member or a Healthy Indiana Plan member who is listed by the Indiana Family and Social Services Administration, who is eligible and has enrolled to receive Covered Services from Company pursuant to the terms of the State Contract.

1.2. ***Emergency Care*** means care needed to evaluate or stabilize a person for a medical condition that arises and manifests itself by acute symptoms of such severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by a prudent layperson who possesses an average knowledge of health and medicine to: (i) place the individual's health (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (ii) result in serious impairment to the individual's bodily functions; or (iii) result in serious dysfunction of bodily organ or part of the individual.

1.3. ***Medically Necessary*** means a Covered Service that, in a manner consistent with accepted standards of medical practice, is reasonably expected to: (i) prevent or diagnose the onset of an illness, injury, condition, primary disability or secondary disability; (ii) cure, correct, reduce or ameliorate the physical, mental, cognitive or developmental effects of an illness, injury, or disability; or (iii) reduce or ameliorate the pain or suffering caused by an illness, injury, condition, or disability. (Attachment I of 20-041, § 3.0)

1.4. ***Primary Medical Provider*** or ***PMP*** means the single provider to which a Covered Person is assigned or that a Covered Person selects that is responsible for coordinating care and, in a PMP model, making referrals to specialists. At a minimum, providers allowed to serve as a PMP include physicians, physician assistants and advanced practice registered nurses.

1.5. ***State*** means the State of Indiana.

1.6. ***State Agency*** or ***FSSA*** means the Indiana Family and Social Services Administration or other State agency(ies) which administers the State Medicaid risk-based managed care program, as implemented from time to time.

2. State Contract Compliance. Provider and each Participating Provider will perform his, her or its duties under the Agreement in accordance, and otherwise comply with, with the applicable terms and conditions of the State Contract, which are incorporated herein by reference. Provider and each Participating Provider agree that the applicable terms and conditions set out in the State Contract and all applicable federal and state laws, regulations and policies, as amended, govern the duties and responsibilities of Provider and Participating Providers with regard to the provision of services to Covered Persons. Provider or Participating Providers will furnish Covered Services in an amount, duration or scope reasonably expected to achieve the purpose for which the services are furnished, and will not arbitrarily deny or reduce the amount, duration or scope of a required service solely because of diagnosis, type of illness, or condition of the Covered Person. (Attachment I of RFP 20-041, §§ 2.3, 3.0, 6.5)

3. Responsibility for Covered Services. Provider understands and agrees that Company or Payor has the sole responsibility for payment of Covered Services rendered by Provider under the Agreement. In the event of Company's insolvency or cessation of operations, Provider's sole recourse will be against Company through the bankruptcy or receivership estate of Company. This does not prevent Provider from seeking cost-based reimbursement, if available, from the State in accordance with applicable federal and State law.

4. Copayments. Provider understands and agrees that neither the State nor the Covered Person is liable or responsible for payment to Provider for any Covered Services provided under the Agreement except as provided herein. Provider and Participating Providers will use best commercial efforts to collect required copayments for services rendered to Covered Persons. (Attachment I of RFP 20-041, § 6.5)

5. Covered Person Payment Liability. In accordance with 42 CFR 438.106, Provider and Participating Providers agree that Covered Persons will not held liable for any of the following: (a) any payments for Covered Services furnished under a contract, referral or other arrangement to the extent that those payments are in excess of the amount that the Covered Person would owe if Company provided the services directly; (b) Covered Services provided to the Covered Person for which FSSA does not pay the Company; (c) Covered Services provided to the Covered Person for which FSSA, Company or Payor does not pay the provider that furnishes the services under a contractual, referral or other arrangement; and (d) Company's debts or a Company subcontractor's debts, in the event of the entity's insolvency. Provider and Participating Providers are prohibited from balance billing Covered Persons. Balance billing is defined as charging the Covered Person for Covered Services above the amount paid to Provider or a Participating Provider by the Company. Provider and Participating Providers will look only to the Company or Payor and agree to hold Covered Persons harmless for compensation for all Covered Services provided to Covered Persons during the term of the Agreement. Under no circumstances, including but not limited to, nonpayment by Company or Payor, Company or Payor insolvency, or breach of the Agreement, will Provider or a Participating Provider bill, charge, collect a deposit from, or seek compensation, remuneration, or reimbursement from, or have any recourse against the State, Covered Persons or persons (other than Company) acting on the Covered Person's behalf for State Covered Services provided pursuant to the Agreement. This provision will not prohibit collection of applicable copayments on Company's behalf made in accordance with the applicable plan document, nor does this provision affect the right of Provider or Participating Providers to collect fees for services provided to Covered Persons which do not constitute Covered Services (unless payment is denied on the basis that the service is not Medically Necessary or Provider's or a Participating Provider's failure to comply with the terms and conditions of the Agreement), or for which Covered Person has specifically otherwise assumed financial responsibility, in writing, prior to the time that services were rendered. Provider or each Participating Provider must maintain documentation that the Covered Person voluntarily chose to receive the service, knowing that the ICHP did not cover the service. Provider and Participating Providers further agree that this Section will: (i) survive the termination of the Agreement, regardless of the reason for termination; (ii) supersede any oral or written agreement now existing or hereafter entered into between Provider or a Participating Provider and a Covered Person or persons acting on the Covered Person's behalf (other than Company). In no event will Provider or a Participating Provider, or an agent, trustee, representative or assignee thereof, take legal action against a Covered Person to collect sums owed to Provider or the Participating Provider by Company. (Attachment I of RFP 20-041, § 6.11)

6. Federal Requirements.

6.1. Federal Laws. Provider and each Participating Provider will comply with the following: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Company receives Federal financial assistance under the State Contract; (b) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which Company receives Federal financial assistance under the State Contract; (c) the Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which Company receives Federal financial assistance under the State Contract; (d) the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended, and all requirements imposed by or pursuant to the

Regulation of the Department of Justice (28 C.F.R. 35.101 et seq.), to the end that in accordance with the Act and Regulation, no person in the United States with a disability shall, on the basis of the disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which Company receives Federal financial assistance under the State Contract; (e) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), and all requirements imposed by or pursuant to regulation, to the end that, in accordance with the Amendments, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which Company receives Federal financial assistance under the State Contract. Provider and Participating Provider understand that Covered Services provided under the Agreement are funded by State and federal funds under the Indiana Health Coverage Programs. Provider and Participating Provider are therefore subject to all State and federal laws, rules and regulations that apply to persons or entities receiving State and federal funds. Provider and Participating Provider understand that any violation by Provider of a State or federal law relating to the delivery of Covered Services under the Agreement, or any violation of the State Contract could result in liability of the Provider for contract money damages, and/or civil and criminal penalties and sanctions under State and federal law. (Attachment B of RFP 20-041, § 51.B)

6.2. Ownership and Control Reporting Requirements. Provider and each Participating Provider agree to provide the disclosures required under the State Contract, including those pursuant to 42 CFR §§ 455.100 – 455.106, and including at all of the following times: (a) upon submission of the provider application, (b) upon executing the Agreement, (c) upon request of the Medicaid agency during the re-validation of enrollment process under § 455.414, and (d) within 35 days after any change in ownership. Provider and each Participating Provider will further provide any additional information necessary for the FSSA to perform exclusion status check pursuant to 42 CFR 455.436. (Attachment B of RFP 20-041; §51.G; Attachment I of RFP 20-041, § 7.4)

7. Fraud and Abuse. The Agreement is subject to State and federal fraud and abuse statutes. Provider and each Participating Provider will cooperate in the investigation and prosecution of any suspected fraud or abuse and will provide any and all requested originals and copies of records and information, free of charge on request, to any State or federal agency with authority to investigate fraud and abuse in the Indiana Health Coverage Programs.

8. MFCU. The Indiana Medicaid Fraud Control Unit and other State or federal agencies will be allowed to conduct private interviews of Provider and Participating Providers and their personnel, witnesses, contractors and patients. Requests for information are to be complied with in the form and the language requested. Provider, Participating Providers and their employees and contractors must cooperate fully in making themselves available in person for interviews, consultation, grand jury proceedings, pre-trial conference, hearings, trial and in any other process, including investigations, at Provider's or a Participating Provider's own expense.

9. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically Ind. Code § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Provider covenants that neither it nor a Participating Provider will discriminate against any employee or applicant for employment relating to the State Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Provider and each Participating Provider certify compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of the Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of Provider or any subcontractor (including a Participating Provider). The State is a recipient of federal funds, and therefore, where applicable, the Provider and any subcontractors (including a Participating Provider) will comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672. (Attachment B of RFP 20-041, § 33)

10. Amendments. Provider agrees that any significant modification, addition, or deletion of the provisions of this Medicaid Product Attachment will become effective no earlier than thirty (30) calendar days after Company notifies

Provider of the change in writing. Notwithstanding the foregoing, any modifications, additions or deletions which are required by changes in State or federal law, regulation or other guidance shall be effective as necessary to comply with said legal change.

11. Sources of Payment. Provider shall not interfere with or place liens upon the State's right or Company's right, with state approval, to recovery from third party resources. Provider and a Participating Provider may not seek payment from the State for any service rendered to a Hoosier Care Connect member under the Agreement, may not seek recovery in excess of the payable amount under the Indiana Health Coverage Programs or otherwise violate applicable State and federal laws, regulations or policies. (Attachment I of RFP 20-041, § 6.5)

12. Disputes. Provider and Participating Providers will comply with the written provider claim dispute resolution process described in the Agreement and Provider Manual, which comply, to the extent required under the State Contract, with the requirements set forth in the Indiana Administrative Code ("IAC") at 405 IAC 1-1.6-1. If Provider wishes to complain to Company about any aspect of Company's operation, including plan administration, Provider may file a complaint orally or in writing. If Provider is not satisfied with Company's resolution of the complaint, Provider may appeal the decision by presenting his/her appeal in writing or before a complaint appeal panel convened by Company. (Attachment I of RFP 20-041, §§ 6.5, 8.5.1)

13. Primary Care; EPSDT. If a Participating Provider provides primary care services, the Participating Provider will provide primary care services and continuity of care to Covered Persons who are enrolled with or assigned to the Participating Provider. Primary care services are all services required by a Covered Person for the prevention, detection, treatment and cure of illness, trauma, disease or disorder, which are covered and or required services under the State Contract. A Participating Provider will provide all Covered Services in compliance with generally accepted medical and behavioral health standards for the community in which Covered Services are rendered. Participating Provider will provide children under the age of 21 Covered Services in accordance with the American Academy of Pediatric recommendations. A Participating Provider will ensure that all Covered Persons receive all Early and Periodic Screening, Diagnosis and Treatment services in accordance with the timeframes and other requirements under the State Contract. (Attachment I of RFP 20-041, § 3.2)

14. Home and Community-Based Services. Provider shall make necessary arrangements with home and community support services to integrate the Covered Person's needs. This integration may be delivered by coordinating the care of Covered Persons with other programs, public health agencies and community resources which provide medical, nutritional, behavioral, educational, and outreach services available to Covered Persons. If a Participating Provider is a PMP, the Participating Provider shall establish and maintain a relationship with Covered Person.

15. Inpatient Admissions. To the extent applicable, a Participating Provider or another Participating Provider with whom the Participating Provider has made arrangements will be the admitting or attending physician for inpatient hospital care, except for emergency medical or behavioral health conditions or when the admission is made by a specialist to whom the Covered Person has been referred by the Participating Provider. A Participating Provider will assess the advisability and availability of outpatient treatment alternatives to inpatient admissions. A Participating Provider will provide or arrange for pre-admission planning for non-emergency inpatient admissions to a network facility and discharge planning for Covered Persons. A Participating Provider must call the emergency room with relevant information about the Covered Persons, and the Participating Provider must provide or arrange for follow-up care after emergency or inpatient care.

16. Notification of Pregnancy. If a Participating Provider completes a Notice of Pregnancy ("NOP") form per FSSA's process, the Participating Provider will complete the standard NOP form, including Covered Person demographics, any high-risk pregnancy indicators and basic pregnancy information and, within five (5) calendar days of the visit during which the NOP form was completed, submit it via the IHCP Provider Healthcare Portal. (Attachment I of RFP 20-041, § 5.1.3)

17. No Exclusivity. Nothing in the Agreement or otherwise obligates a Participating Provider to participate under exclusivity agreements that prohibit a Participating Provider from contracting with other state contractors. (Attachment I of RFP 20-041, § 6.5)

18. Hours of Operation. A Participating Provider must offer hours of operation to Covered Persons that are no less than those offered to patients with commercial coverage, if the Participating Provider also serves patients with commercial coverage. Participating Providers will cooperate with Company to ensure that Covered Services are available 24-hours-a day, seven-days-a-week, when medically necessary.

19. Primary Medical Providers. If a Participating Provider is a PMP, this Section applies. The Participating Provider must provide or arrange for coverage of services 24-hours-a day, seven-days-a-week and must have a mechanism in place to offer Covered Persons direct contact with PMP, or the PMP's qualified clinical staff person, through a toll-free telephone number 24-hours-a-day, seven-days-a week. Participating Provider will be available to see Covered Persons at least three days per week for a minimum of 20 hours per week at any combination of no more than two locations. The Participating Provider must provide "live voice" coverage after normal business hours, such as an answering service or a shared-call system with other medical providers. The Participating Provider will ensure that Covered Persons have telephone access to him or her (or appropriate designee such as a covering physician) in English and Spanish 24-hours-a-day, seven-days-a-week. The Participating Provider Providers may hold a maximum panel of 2,500 Covered Persons, unless a larger panel limitation is mutually agreed upon by both Parties. (Attachment I of RFP 20-041, § 6.2)

20. Records. Provider and each Participating Provider shall comply with the encounter, utilization, quality, and financial reporting requirements imposed by FSSA or as otherwise required under the State Contract, including the report filing times and report format requirements. Provider and Participating Providers will allow inspection of any records deemed pertinent to the State Contract by FSSA, and will maintain an adequate record system for recording services, charges, data and all other commonly accepted information elements for Covered Services rendered to Covered Persons. Provider and Participating Providers will maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under the State Contract, and make such materials available at Provider's or the Participating Provider's offices at all reasonable times during the term of the State Contract and for three (3) years from the date of final payment under the State Contract, for inspection by the State and the federal government or their authorized designees, representatives and agents. Provider will furnish copies of such materials at no cost to the State if requested. Copies of accounting records pertaining to the State Contract will be made available within ten days of a request. Provider and Participating Providers agree that FSSA, the Indiana Department of Insurance and other state and federal agencies and their respective authorized representatives or agents will have access to all accounting and financial records of any individual, partnership, firm or corporation insofar as they relate to transactions with any department, board, commission, institution or other state or federal agency connected with the State Contract. Provider and Participating Providers agree that the State and Federal agencies may evaluate, through inspection or other means, the quality, appropriateness and timeliness of Covered Services performed. (Attachment B of RFP 20-041, § 4; Attachment I of RFP 20-041, § 2.4)

21. Penalties. In the event FSSA imposes a financial penalty or sanction on Company for default under the State Contract that was caused by any action, error, or omission by Provider and/or its agents, Provider will be obligated to reimburse Company for the full amount of the financial penalty or sanction within fifteen (15) days of receipt of written notice from Company.

22. Specialists. If applicable, Provider will ensure that its Participating Providers who are specialists send a record of consultation and recommendations to a Covered Person's PMP for inclusion in the Covered Person's medical record, and that such Participating Providers report encounters to the PMP and to Company or Payor.

23. Compliance; Corrective Actions. Provider and Participating Providers will participate in any internal and external quality assurance, utilization review, peer review, grievance or other procedures established by Company in conjunction with FSSA. Provider and Participating Providers will cooperate with any corrective actions applied by Company as a result of its monitoring for those who are out of compliance with FSSA's or Company's requirements. (Attachment I of RFP 20-041, § 6.5)

24. State Indemnification. Provider and each Participating Provider will indemnify and hold harmless the State, its officers and employees from and against all claims, causes of action, damages, expenses, judgments and costs, including court costs, attorneys' fees and other expenses ("Losses"), directly or indirectly arising out of or in any way connected with any liability asserted by a third party related to injuries or damage received or sustained by any person, persons or property that is caused by an act or omission of the Provider, such Participating Provider and/or their respective subcontractors. The State does not provide such indemnification to Provider or Participating Provider. (Attachment I of RFP 20-041, § 2.3)

25. PMP Disenrollment. If a Participating Provider is a PMP and disenrolls from the Hoosier Care Connect program, but remains an IHCP provider, the Participating Provider must provide continuous care for Covered Persons for a minimum of sixty (60) calendar days or until the Covered Person's link to another PMP becomes effective.

26. Subcontractor Financial Stability. If necessary for Company or a Payor to comply with requirements under applicable laws and/or the State Contract, Provider or the Participating Provider will provide applicable financial information as reasonably requested by Company. Company may also collect performance and financial data from Provider and conduct formal, periodic and random reviews. Specifically, if Provider or a Participating Provider is paid an amount equal to or greater than five percent (5%) of the premium/revenue, Provider will provide to Company certain documents on a quarterly and annual basis to monitor Provider's or the Participating Provider's financial stability, including without limitation a statement of revenues and expenses, a balance sheet, cash flows and changes in equity/fund balance and incurred but not received estimates (and annually an actuarial opinion of such estimates). Provider and each Participating Provider will take corrective action if deficiencies are identified during any such review. (Attachment I of RFP 20-041, § 2.3)

27. FSSA Review. The Agreement between Company and Provider, and any amendments thereto, may be subject to review by FSSA. Approval by FSSA of all subcontracts, with the exception of network healthcare providers or ancillary medical providers, and any material changes to such subcontracts is required, unless waived, under the State Contract. (Attachment I of RFP 20-041, § 2.3)

28. Compliance with Laws; Licensure.

28.1. IHCP Enrollment; License. Provider and each Participating Provider will maintain a current IHCP provider agreement (i.e., be an IHCP-enrolled provider), be duly licensed in accordance with the appropriate state licensing board, remain in good standing with said board and respond to the cultural, racial and linguistic needs of the Hoosier Care Connect covered population. Company will terminate the Agreement, this Medicaid Product Attachment or a Participating Provider's participation under either of such documents as soon as Company has knowledge that Provider's or the Participating Provider's license or IHCP provider agreement was terminated. (Attachment I of RFP 20-041, §§ 2.3, 6.0, 6.5)

28.2. Compliance with Law. Provider and each Participating Provider will obtain and maintain all required permits, licenses, registrations, and approvals, and will comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State or State Agency. Failure to do so may be deemed a material breach of the Agreement and grounds for immediate termination and denial of further work with the State. (Attachment B of RFP 20-041, § 10.F)

28.3. Debarment; Suspension. Provider certifies by entering into the Agreement that neither it nor its principals nor any of its subcontractors (including Participating Providers) are: (a) presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating under the State Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana, (b) excluded by the Indiana Health Coverage Program, (c) excluded from participating in federal health care programs under Section 1128 or Section 1128A of the Social Security Act, or (d) debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549, or an affiliate, as defined in the Federal Acquisition Regulation, of such a person. The

term "principal" for purposes of this Section means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Provider, subcontractor or a Participating Provider, as applicable. Provider will immediately notify Company if Provider of any of its subcontractors (including a Participating Provider or its subcontractors) becomes debarred or suspended or otherwise becomes an individual described in this Section. Upon receipt of such notice, Company may immediately terminate the Agreement or a Participating Provider's participation thereunder. (Attachment B of RFP 20-041, § 14; Attachment I of RFP 20-041, §§ 2.3, 2.7, 6.4, 6.6)

28.4. Debarment Screening. Provider and each Participating Provider will comply with all federal requirements (42 CFR 1002) on exclusion and debarment screening. If Provider or a Participating Provider is a tax reporting provider entity that bills and/or receives Indiana Medicaid funds as the result of the State Contract, Provider or such Participating Provider will screen owners and employees against the federal exclusion databases (such as LEIE and EPLS). Provider and the Participating Provider agree that where the excluded individual is the provider of services or an owner of the provider, all amounts paid to such provider will be refunded as prescribed in the State Contract Section 7.4 Program Integrity Overpayment Recovery. (Attachment I of RFP 20-041, § 7.4)

28.5. Unauthorized Aliens. Provider hereby certifies to Company that, throughout the term of the Agreement, neither Provider nor any Participating Provider does or will knowingly employ or contract with an unauthorized alien, and that Provider (and, if applicable, the Participating Provider) is enrolled and is participating in the E-Verify program. (Attachment B of RFP 20-041, § 18)

28.6. Licensing Standards. Provider and Participating Provider will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided under the State Contract. The State will not pay Company, and neither Company nor Payor will pay Provider or Participating Provider, for any services performed when Provider or a Participating Provider is not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, Provider will notify Company immediately and Company, at its option, may immediately terminate the Agreement or a Participating Provider's participation thereunder. (Attachment B of RFP 20-041, § 30)

29. Subcontracts.

29.1. Delegation. If Provider or Participating Provider performs delegated activities or obligations related to the State Contract, this Section applies. Provider and Participating Providers agree that such activities and obligations and any related reporting responsibilities are set forth in the Agreement (or an attachment thereto), and that such delegated activities may be revoked or other sanctions may be imposed by Company if Provider's or a Participating Provider's performance is inadequate or Company determines that Provider has not performed satisfactorily. Provider and each Participating Provider agree to comply with all Medicaid laws, regulations, including applicable subregulatory guidance and contract provisions. Provider and each Participating Provider agree that the State, CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of Provider or Participating Provider, or of their respective subcontractors, that pertain to any aspect of services and activities performed, or determination of amounts payable under the State Contract. Provider and each Participating Provider will make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid enrollees. The foregoing right to audit exists through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. If the State, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Provider, Participating Providers or subcontractor at any time. (Attachment I of RFP 20-041, § 2.3; 42 CFR 438.230)

29.2. Coterminous with State Contract. Notwithstanding anything in the Agreement to the contrary, this Medicaid Product Attachment will automatically terminate at the end of the Company's State Contract in accordance with Ind. Code 12-15-30-5(b), except that this Medicaid Product Attachment will automatically renew consistent

with the term of the State Contract if the State Contract is re-awarded by subsequent procurement. (Attachment I of RFP 20-041, §§ 2.3, 6.5)

30. Without Cause Termination. Provider may terminate the Agreement, or a Participating Provider may terminate his, her or its participating thereunder, without cause upon at least ninety (90) days advance written notice to Company. Following termination, the applicable Participating Provider(s) will continue to provide benefits in accordance with the Agreement and applicable law. (Attachment I of RFP 20-041, § 6.5)

31. Submission of Encounters. Upon termination of the Agreement or a Participating Provider's participation thereunder, Provider or the applicable Participating Provider(s) will submit all encounter claims for services rendered to the Covered Persons during the term of, or participation under, the Agreement. As of the Effective Date, instructions and technical specifications for submission of encounters are set forth in the Provider Manual Chapter 4: General Billing Information and Guidelines. (Attachment I of RFP 20-041, § 6.5)

32. Claims Submission. Provider or the Participating Provider will submit all claims that do not involve a third party payer for services rendered to Covered Persons within ninety (90) calendar days or less from the date of service. Company shall waive the timely filing requirement in the case of claims for members with retroactive coverage, such as presumptively eligible pregnant women and newborns. Participating Provider may not refuse to furnish Covered Services to a Covered Person who is eligible for medical assistance under a Medicaid Product on account of a third party's potential liability for the service(s). Company may recoup payments made to Provider in the event a Covered Person has other insurance coverage. If the Covered Person is a Healthy Indiana Plan member and the reason for the recoupment is that the Covered Person had other insurance coverage, then Participating Provider must submit the affected claim(s) following the billing process required by Medicare or other insurance coverage. Under Medicare rules, Participating Provider has 6 months from date of recoupment notification to submit such claims. Neither Provider nor Participating Provider may pursue reimbursement from the Covered Person per federal rules for Covered Services under any circumstance. (Attachment I of RFP 20-041, § 6.5)

33. Medical Records. Provider or the Participating Provider will maintain Covered Person's medical records in a detailed and comprehensive manner that conforms to good professional medical practice, permits effective professional medical review and medical audit processes, and facilitates an accurate system for follow-up treatment. Medical records must be legible, signed (manually or electronically) and dated, and maintained for at least seven (7) years as required by applicable state and federal regulations. Provider's or the Participating Provider's medical records must document all medical services that the Covered Person receives in accordance with 405 I.A.C 1-1.4-2. Provider's or the Participating Provider's medical record must include, at a minimum: (a) the identity of the individual to whom the service was rendered; (b) the identity, including dated signature or initials, of the provider rendering the service; (c) the identity, including dated signature or initials, and position of the provider employee rendering the service, if applicable; (d) date that the service was rendered; (e) diagnosis of the medical condition of the individual to whom the service was rendered, relevant to physicians and dentists only; (f) a detailed statement describing services rendered, including duration of services rendered; (g) the location at which services were rendered; (h) the amount claimed through Medicaid for each specific service rendered; (i) written evidence of physician involvement, including signature or initials, and personal patient evaluation will be required to document acute medical needs; (j) when required under Medicaid rules, physician progress notes as to the medical necessity and effectiveness of treatment and ongoing evaluations to assess progress and refine goals; and (k) X-rays, mammograms, electrocardiograms, ultrasounds, and other electronic imagine records. (Attachment I of RFP 20-041, § 6.7)

34. Access to Medical Records. Provider or the Participating Provider will provide a copy of a Covered Person's medical record upon reasonable request by the Covered Person at no charge, and Provider or the Participating Provider will facilitate the transfer of the medical record to another provider at the Covered Person's request. Provider and Participating Providers agree that confidentiality of, and access to, medical records will be provided in accordance with the standards mandated in HIPAA and all other state and federal requirements, including but not limited to, 42 CFR Part 2 specific to confidentiality of alcohol and drug abuse records. Provider and Participating Providers will permit Company and representatives of FSSA to review the Covered Person's medical record for the purposes of monitoring Provider's compliance with the medical record standards, capturing information for clinical studies,

monitoring quality or any other reason, in accordance with 405 IAC 1-1.4-2. (Attachment I of RFP 20-041, § 6.5, 6.7)

35. Behavioral Health Coordination of Care. The Participating Provider will document and reciprocally share between behavioral and physical health providers the following information for each Covered Person receiving behavioral health treatment: (a) primary and secondary diagnoses; (b) findings from assessments; (c) medication prescribed; (d) psychotherapy prescribed; and (e) any other relevant information. If a Participating Provider is a behavioral health care provider, the Participating Provider will notify Company within five (5) calendar days of each Covered Person's visit, and submit information about the treatment plan, the Covered Person's diagnosis, medications and other pertinent information. Provider or the Participating Provider will notify Company of any significant changes in the Covered Person's mental health status or level of care. While disclosure of mental health records by a behavioral health provider to the Company and other physicians is permissible under HIPAA and state law (Ind. Code 16-39-2-6(a)) without consent of the Covered Person because it is for treatment; for substance abuse medical records, consent from the Covered Person is required. Every Participating Provider, including behavioral health care providers, must ask and encourage Covered Persons to sign a consent that permits release of substance abuse treatment information to the Company and to the Covered Person's physical or behavioral health providers, if applicable. In addition, behavioral health providers are strongly encouraged to share the same clinical information directly with the Covered Person's PMP. (Attachment I of RFP 20-041, §§ 3.10.2)

36. Behavioral Health Continuity of Care. If a Participating Provider is a behavioral health care provider, this Section applies. Participating Provider must ensure that Covered Persons receiving inpatient psychiatric services are scheduled for outpatient follow-up and/or continuing treatment prior to discharge. The Participating Provider will make every effort to ensure treatment must be provided within seven (7) calendar days from the date of the Covered Person's discharge. If a Covered Person misses an outpatient follow-up or continuing treatment, the Participating Provider will contact that Covered Person within three (3) business days of the missed appointment. (Attachment I of RFP 20-041, §§ 3.10.3; 6.5)

37. Cultural Diversity. If a Participating Provider is a behavioral health care provider, the Participating Provider will complete Company sponsored training about cultural diversity of Covered Person populations, or equivalent training, within twelve (12) months of beginning participating under the Agreement.

38. Hospital Communications Regarding Non-Emergency Services. When the Covered Person has an available and accessible alternate non-Emergency Services provider and a determination has been made that the Covered Person does not have an emergency medical condition and did not receive a waiver from the Company's 24-hour Nurse Call line, if a Participating Provider is a hospital, the Participating Provider will inform the Covered Person before providing non-Emergency Services: (a) that the Participating Provider may require payment of the copayment before the service can be provided; (b) of the name and location of an alternate non-Emergency Services provider that is available and accessible at the time the call is made to the Nurse Line; (c) that an alternative provider can provide the services without the imposition of the copayment; and (d) the Participating Provider provides a referral to coordinate scheduling of this treatment. (Attachment I of RFP 20-041; § 3.3.1)

39. Advance Directives. A Participating Provider will document in the Covered Person's medical record whether the Covered Person has executed an advance directive. Each Participating Provider will comply with all applicable federal and state laws regarding advance directives.

Attachment A-2: Medicaid

EXHIBIT 1
COMPENSATION SCHEDULE
HOOSIER CARE CONNECT
PROFESSIONAL SERVICES

City of Fishers dba Fishers Health Department

This compensation schedule ("Compensation Schedule") sets forth the maximum reimbursement amounts for Covered Services provided by Contracted Providers to Covered Persons enrolled in a Medicaid Product. Where the Contracted Provider's tax identification number ("TIN") has been designated by the Payor as subject to this Compensation Schedule, Payor shall pay or arrange for payment of a Clean Claim for Covered Services rendered by the Contracted Provider according to the terms of, and subject to the requirements set forth in, the Agreement and this Compensation Schedule. Payment under this Compensation Schedule shall consist of the Allowed Amount as set forth herein less all applicable Cost-Sharing Amounts. All capitalized terms used in this Compensation Schedule shall have the meanings set forth in the Agreement, the applicable Product Attachment, or the Definitions section set forth at the end of this Compensation Schedule.

The maximum compensation for professional Covered Services rendered to a Covered Person shall be the "Allowed Amount." Except as otherwise provided in this Compensation Schedule, the Allowed Amount for professional Covered Services is the lesser of: (i) Allowable Charges; or (ii) 100% of the Payor's Medicaid Fee Schedule in effect on the date of service.

Additional Provisions:

1. Code Change Updates. Payor utilizes nationally recognized coding structures (including, without limitation, revenue codes, CPT codes, HCPCS codes, ICD codes, national drug codes, ASA relative values, etc., or their successors) for basic coding and descriptions of the services rendered. Updates to billing-related codes shall become effective on the date ("Code Change Effective Date") that is the later of: (i) the first day of the month following sixty (60) days after publication by the governmental agency having authority over the applicable Product of such governmental agency's acceptance of such code updates, (ii) the effective date of such code updates as determined by such governmental agency or (iii) if a date is not established by such governmental agency or the applicable Product is not regulated by such governmental agency, the date that changes are made to nationally recognized codes. Such updates may include changes to service groupings. Claims processed prior to the Code Change Effective Date shall not be reprocessed to reflect any such code updates.

2. Fee Change Updates. Updates to the fee schedule shall become effective on the effective date of such fee schedule updates, as determined by the Payor ("Fee Change Effective Date"). The date of implementation of any fee schedule updates, i.e. the date on which such fee change is first used for reimbursement ("Fee Change Implementation Date"), shall be the later of: (i) the first date on which Payor is reasonably able to implement the update in the claims payment system; or (ii) the Fee Change Effective Date. Claims processed prior to the Fee Change Implementation Date shall not be reprocessed to reflect any updates to such fee schedule, even if service was provided after the Fee Change Effective Date.

3. Payment under this Compensation Schedule. All payments under this Compensation Schedule are subject to the terms and conditions set forth in the Agreement, the Provider Manual and any applicable billing manual.

Definitions:

1. **Allowed Amount** means the amount designated in this Compensation Schedule as the maximum amount payable to a Contracted Provider for any particular Covered Service provided to any particular Covered Person, pursuant to this Agreement or its Attachments.

2. **Allowable Charges** means a Contracted Provider's billed charges for services that qualify as Covered Services.

3. **Cost-Sharing Amounts** means any amounts payable by a Covered Person, such as copayments, cost-sharing, coinsurance, deductibles or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement, if applicable.

4. **Payor Medicaid Fee Schedule** means the rate of reimbursement used by FSSA, as amended from time to time, to reimburse IHCP providers under current state law and regulation, including regulations, IHCP Program Bulletins, IHCP Program Banners and IHCP Provider Manual that may temporarily or permanently increase or decrease the reimbursement rate paid by the State. All fee schedule changes shall be effective as of the date of the law, regulation, bulletin or banner implementing the reimbursement rate.

Attachment B: Medicare

MEDICARE PRODUCT ATTACHMENT
(INCLUDING REGULATORY REQUIREMENTS AND COMPENSATION)

THIS PRODUCT ATTACHMENT (this "***Product Attachment***") is made and entered between Coordinated Care Corporation, dba Managed Health Services ("***Health Plan***") and City of Fishers dba Fishers Health Department ("***Provider***").

WHEREAS, Health Plan and Provider entered into that certain participating provider agreement, including all Attachments, as the same may have been amended and supplemented from time to time (the "***Agreement***"), pursuant to which Provider and its Contracted Providers participate in certain Products offered by or available from or through a Company; and

WHEREAS, pursuant to the provisions of the Agreement, Contracted Providers will be designated and participate as "Participating Providers" in the Product described in this Attachment; and

WHEREAS, the Agreement is modified or supplemented as hereafter provided.

NOW THEREFORE, in consideration of the recitals, the mutual promises herein stated, the parties hereby agree to the provisions set forth below.

1. Defined Terms. All capitalized terms not specifically defined in this Attachment will have the meanings given to such terms in the Agreement.

2. Product Participation.

2.1 Medicare Product. This Attachment addresses the participation of Provider and the applicable Contracted Providers in the following Product: Medicare Product (which is sometimes referred to in this Attachment as "***Product***"). The term "***Medicare Product***" refers to those programs and health benefit arrangements offered by Health Plan, Payor or another Company in connection with one or more of the following Medicare product types that is administered, sponsored or regulated by the federal government (or any agency, department or division thereof) on its own or jointly with a State that administers or regulates such program or plan (each a "***Medicare Product Type***"): a non-Dual Eligible Special Needs Plan Medicare Advantage plan ("***MA Plan***"); a Medicare Advantage prescription drug plan ("***MA-PD Plan***"); a Dual Eligible Special Needs Plan ("***DSNP Plan***"); a Capitated Financial Alignment Demonstration ("***MMP Plan***") plan or program (e.g., a plan or program adopted or established under the Affordable Care Act of 2010, to test new service delivery and payment models for people dually eligible for Medicare and Medicaid, including any regulations or CMS pronouncements and any future Attachments); or other Medicare Product Types. The Medicare Product includes those Coverage Agreements entered into, issued or agreed to by a Payor under which a Company furnishes administrative services or other services in support of a Medicare Product. The Medicare Product does not apply to any Coverage Agreements that are specifically covered by another Product Attachment to the Agreement. This Attachment applies only to the provision of health care services, supplies or accommodations (including Covered Services) to Covered Persons enrolled in the Medicare Product. Provider acknowledges that it will participate in each Medicare Product Type for which a Compensation Schedule(s) is attached to this Medicare Product Attachment.

2.2 Participation. Except as otherwise specified in this Attachment, all Contracted Providers under the Agreement will participate in the Medicare Product as "Participating Providers," and will provide to Covered Persons enrolled in the Medicare Product, upon the same terms and conditions contained in the Agreement, as supplemented or modified by this Attachment, those Covered Services that are provided by Contracted Providers pursuant to the Agreement. In providing such services, Provider shall, and shall cause Contracted Providers to, comply with and abide by the provisions of this Attachment and the Agreement (including the Provider Manual). Provider acknowledges that all or certain of Health Plan's or Payor's duties with respect to the Medicare Product may be delegated to a Company or its delegate. Neither Health Plan, Company nor any Payor warrants or guarantees that

any Contracted Provider: (i) will participate in all or a minimum number of provider panels and/or Medicare Product Types, (ii) will be utilized by a minimum number of Covered Persons, or (iii) will indefinitely remain a Participating Provider or member of the provider panel for a particular network or Medicare Product Type.

2.3 Attachment. This Attachment constitutes the Product Attachment and Compensation Schedule(s) for the Medicare Product.

2.4 Construction. Except as expressly provided herein, the terms and conditions of the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the provisions of the Agreement and the provisions of this Attachment, this Attachment will govern with respect to health care services, supplies or accommodations (including Covered Services) rendered to Covered Persons enrolled in the Medicare Product. To the extent Provider or any Contracted Provider is unclear about its, his or her respective duties and obligations, Provider or the applicable Contracted Provider shall request clarification from the Company.

3. Term. This Attachment will be coterminous with the Agreement unless a party or a Contracted Provider terminates the participation of the Contracted Provider in the Medicare Product in accordance with the applicable provisions of the Agreement or this Attachment.

4. CMS and State-Mandated Regulatory Requirements. The schedule(s) following this Attachment, which are incorporated by reference, set forth special provisions under a Governmental Contract and/or as required by State law with respect to the Medicare Product, including, as applicable, MMP Plan contract provider requirements.

5. Compensation Schedule. This section sets forth or describes the Compensation Schedule(s) applicable to the various Medicare Product Types. Except as modified or supplemented by this Attachment, the compensation hereunder for the provision of Covered Services by Contracted Providers to Covered Persons enrolled in the Medicare Product is subject to all of the other provisions in the Agreement (including the Provider Manual) that affect or relate to compensation for Covered Services provided to Covered Persons.

6. Other Terms and Conditions. Citations provided herein are for convenience only and shall not affect the meaning or interpretation of the terms of this Attachment. Such citations may become outdated as the Governmental Contract and/or State law, with respect to the Medicare Product, is amended from time to time.

Attachment B: Medicare

SCHEDULE A
CMS REGULATORY REQUIREMENTS

This schedule sets forth required provisions that are applicable to all Medicare Product Types under this Medicare Product Attachment.

1. DEFINITIONS. The following terms shall be defined as set forth below as used in this Medicare Product Attachment. Capitalized terms not otherwise defined in this schedule shall be defined as set forth in the Agreement or elsewhere in the Medicare Product Attachment.

1.1 ***Capitated Financial Alignment Demonstration Program*** means the program, created by Congress in the Affordable Care Act of 2010, to test new service delivery and payment models for people dually eligible for Medicare and Medicaid, including any regulations or CMS pronouncements and any future Attachments.

1.2 ***Clean Claim*** means a claim that has no defect, impropriety, lack of any required substantiating documentation – including the substantiating documentation needed to meet the requirements for encounter data – or particular circumstance requiring special treatment that prevents timely payment; and a claim that otherwise conforms to the Clean Claim requirements under original Medicare.

1.3 ***CMS*** means Centers for Medicare and Medicaid Services.

1.4 ***CMS Contract*** means the contract between Health Plan or a Payor and CMS, or among Health Plan or a Payor, CMS and the State, that governs the terms of Health Plan's or Payor's participation in a Medicare Plan.

1.5 ***Completion of Audit*** means completion of audit by HHS, the Government Accountability Office, or their designees of a Medicare Advantage Organization, First Tier, Downstream or Related Entity.

1.6 ***Covered Persons*** means those individuals who are enrolled in a Medicare Plan.

1.7 ***Covered Services*** means those services which are covered under a Medicare Plan.

1.8 ***Downstream Entity*** means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage benefit, below the level of the arrangement between Health Plan or Payor and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

1.9 ***First Tier Entity*** means any party that enters into a written arrangement, acceptable to CMS, with Health Plan or Payor to provide administrative services or health care services for a Medicare eligible individual under a Medicare Plan.

1.10 ***HHS*** means the United States Department of Health and Human Services.

1.11 ***Medicare Advantage Program*** means the program created by Congress in the Medicare Modernization Act of 2003 to replace the Medicare+Choice Program established under Part C of Title XVIII of the Social Security Act, including any regulations or CMS pronouncements and any future Attachments.

1.12 ***Preclusion List*** means the CMS-compiled list of individuals and entities that -

a. Meet all of the following requirements: (i) the individual or entity is currently revoked from Medicare under 42 § 424.535; (ii) the individual or entity is currently under a reenrollment bar under 42 § 424.535(c); and (iii) CMS determines that the underlying conduct that led to the revocation is detrimental to the best interests of the Medicare program. In making this determination under (iii), CMS considers the following factors: (A) the

seriousness of the conduct underlying the individual's or entity's revocation; (B) the degree to which the individual's or entity's conduct could affect the integrity of the Medicare program; and (C) any other evidence that CMS deems relevant to its determination; or

b. Meet both of the following requirements: (i) the individual or entity has engaged in behavior for which CMS could have revoked the individual or entity to the extent applicable had they been enrolled in Medicare and (ii) CMS determines that the underlying conduct that would have led to the revocation is detrimental to the best interests of the Medicare program. In making this determination under (ii), CMS considers the following factors: (A) the seriousness of the conduct involved; (B) the degree to which the individual's or entity's conduct could affect the integrity of the Medicare program; and (C) any other evidence that CMS deems relevant to its determination. *42 C.F.R. § 422.2*

1.13 ***Related Entity*** means any entity that is related to Health Plan or Payor by common ownership or control and (1) performs some of Health Plan's or Payor's management functions under contract or delegation; (2) furnishes services to Covered Persons under an oral or written agreement; or (3) leases real property or sells materials to Health Plan or Payor at a cost of more than $2,500 during a contract period.

1.14 ***State*** means one or more applicable state governmental agencies of the State of Indiana, unless otherwise defined in an Attachment for the purposes of that Attachment.

2. COVERED SERVICES. Provider shall furnish Covered Services to Covered Persons as set forth in the Agreement and this Medicare Product Attachment.

3. SUBCONTRACTOR OBLIGATIONS. To the extent that Provider engages any other person (excluding an employee) or entity to perform services in connection with a Medicare Product, including any Downstream Entity, Provider agrees that such engagement shall be set forth in a written agreement that requires such other person or entity to assume the same obligations that Provider assumes under this Medicare Product Attachment.

4. GOVERNMENT RIGHT TO INSPECT.

4.1 Provider agrees that HHS, the Comptroller General or their designees have the right to audit evaluate, collect and inspect any books, contracts, computer or other electronic systems, including medical records and documentation of Provider relating to the CMS Contract through 10 years from the termination date of this Medicare Product Attachment or from the date of Completion of Audit, whichever is later. *42 C.F.R. § 422.504 (i)(2)(i) and (ii)*

4.2 Provider agrees that HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under Section 4.1 of this Medicare Product Attachment directly from Provider or any Downstream Entity. For records subject to review under this Section 4.2, except in exceptional circumstances, CMS will provide notification to Health Plan or Payor that a direct request for information has been initiated. *42 C.F.R. §§ 422.504(i)(2)(ii) and (iii)*

5. CONFIDENTIALITY AND ENROLLEE RECORD REQUIREMENTS. Provider shall comply with all confidentiality and Covered Person record accuracy requirements, including: (1) abiding by all federal and State laws regarding the confidentiality and disclosure of medical records or other health and enrollment information; (2) ensuring that medical information is released only in accordance with applicable federal or State law, or pursuant to court orders or subpoena; (3) maintaining the records and information in an accurate and timely manner; and (4) ensuring timely access by Covered Persons to the records and information that pertains to them. *42 C.F.R. §422.504(a)(13) and 422.118*

6. HOLD HARMLESS.

6.1 Provider hereby agrees that Covered Persons shall not be held liable for payment of any fees that are the legal obligation of Payor. *42 C.F.R. §§422.504(i)(3)(i) and 422.504(g)(1)(i)*

6.2 With respect to MA Plans and MA-PD Plans, Provider hereby acknowledges and agrees that for Covered Persons eligible for both Medicare and Medicaid, such Covered Persons shall not be held liable for Medicare Part A and Part B cost-sharing when the State is responsible for paying such amounts. With respect to Medicare-Medicaid Plans, Provider hereby acknowledges and agrees that Covered Persons eligible for both Medicare and Medicaid shall not be held liable for Medicare Part A and Part B cost-sharing; in addition, Medicare Parts A and B services must be provided at zero cost-sharing as part of the integrated package of benefits. *42 C.F.R. §§422.504(g)(1)(iii); March 29, 2012 CMS Issued Guidance*

With respect to all Medicare Plans, Provider will be informed of Medicare and Medicaid benefits and rules for Covered Persons eligible for Medicare and Medicaid. If Provider contracts with Contracted Providers to provide Covered Services to Covered Persons, Provider will inform Contracted Providers of Medicare and Medicaid benefits and rules for Covered Persons eligible for Medicare and Medicaid. Provider may not impose, and must prohibit any Downstream Entities from imposing, cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the Covered Person under title XIX if such Covered Person were not enrolled with Health Plan or Payor. Provider shall accept payment from Payor as payment in full, or bill the appropriate State source. *42 C.F.R. §§422.504(i)(3)(i) and 422.504(g)(1)(iii)*

7. COMPLIANCE WITH CMS CONTRACT. Provider shall perform its obligations under this Medicare Product Attachment in a manner consistent with and in compliance with Health Plan's and Payor's contractual obligations under the CMS Contract. *42 C.F.R. §422.504(i)(3)(iii)*

8. PROMPT PAYMENT. Payor shall pay, or arrange to pay, Provider for Covered Services rendered to Covered Persons in accordance with the Compensation Schedule(s) to this Medicare Product Attachment. Any Clean Claim shall be paid within 30 days (or such other time frame as determined by Health Plan) of receipt by Health Plan or Payor, or if Provider contracts with Downstream Entities, by Provider or such Downstream Entity, as applicable. *42 C.F.R. §422.520(b)(1) and (2)*

9. EFFECT OF PRECLUSION LIST. Provider acknowledges and agrees that Payor may not pay, directly or indirectly, on any basis, for items or services furnished to a Covered Person by any individual or entity that is excluded by the HHS Office of the Inspector General or is included on the Preclusion List. Provider acknowledges and agrees that, after the expiration of the 60-day period specified in 42 C.F.R. § 422.222: (i) Provider will no longer be eligible for payment from Payor and will be prohibited from pursuing payment from the Covered Person as stipulated by the terms of the contract between CMS and the Payor per 42 C.F.R. § 422.504(g)(1)(iv) and (ii) Provider will hold financial liability for services, items, and drugs that are furnished, ordered, or prescribed after this 60-day period, at which point Provider will have already received notification of the preclusion. *42 C.F.R. § 422.224; 422.504(g)(1)(v)*

10. COMPLIANCE WITH FEDERAL AND STATE LAWS. Provider and any Downstream Entity shall comply with all applicable laws including Medicare laws, regulations and CMS and State instructions. *42 C.F.R. §422.504(i)(4)(v)*

11. DELEGATION OF DUTIES. In the event that Health Plan or Payor delegates to Provider any function or responsibility imposed pursuant to the CMS Contract, such delegation shall be subject to the applicable requirements set forth in 42 C.F.R. §§ 422.504(i)(4) and 423.505(i), as they may be amended over time. Any delegation by Provider of functions or responsibilities imposed pursuant to this Medicare Product Attachment shall be subject to the prior written approval of Health Plan or Payor and shall also be subject to the requirements set forth in 42 C.F.R. §§ 422.504(i)(4) and (5) and 423.505(i), as they may be amended over time.

11.1 Provider's delegated activities and reporting responsibilities, if any, are specified in the Agreement or applicable attachment to the Agreement (e.g., Delegated Credentialing Agreement, Delegated Services Agreement, Statement of Work, or other scope of services attachment). If such attachment is not executed, no administrative functions shall be deemed as delegated.

11.2 CMS, Health Plan and Payor reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS, Health Plan or Payor determine that such parties have not performed satisfactorily.

11.3 Provider agrees that Health Plan or Payor will monitor the performance of the parties on an ongoing basis.

11.4 When applicable, as specified in an attached Delegated Credentialing Agreement or Delegated Services Agreement to the Agreement, the credentials of medical professionals affiliated with Provider will be either reviewed by Health Plan or Payor, or the credentialing process will be reviewed and approved by Health Plan or Payor, and Health Plan or Payor must audit the credentialing process on an ongoing basis.

11.5 If Health Plan or Payor delegates the selection of providers, contractors, or subcontractors, Health Plan or Payor retains the right to approve, suspend, or terminate any such arrangement. *42 C.F.R. §§ 422.504(i)(4) and (5)*

12. NON-DISCRIMINATION BASED ON HEALTH OR OTHER STATUS. Provider shall not deny, limit, or condition coverage or the furnishing of health care services or benefits to Covered Persons based on any factor related to health status, including, but not limited to, medical condition (including mental as well as physical illness), claims experience, receipt of health care, medical history, genetic information, evidence of insurability (including conditions arising out of acts of domestic violence), race, ethnicity, national origin, religion, sex, age, sexual orientation, source of payment and mental or physical disability. *42 C.F.R. §422.110(a)*

13. SERVICE AVAILABILITY. Provider shall ensure that its hours of operation are convenient to Covered Persons and do not discriminate against Covered Persons; and that Covered Services are available 24 hours a day, 7 days a week, when medically necessary. *42 C.F.R. §422.112(a)(7).*

14. CULTURAL COMPETENCE. Provider must provide all services in a culturally competent manner to all Covered Persons, including those with limited English proficiency or reading skills, and diverse cultural and ethnic backgrounds. *42 C.F.R. §422.112(a)(8).*

15. FOLLOW-UP CARE. Provider shall ensure that Covered Persons are informed of specific health care needs that require follow-up and receive, as appropriate, training in self-care and other measures they may take to promote their own health. *42 C.F.R. §422.112(b)(5).*

16. ADVANCE DIRECTIVES. Provider shall comply with Health Plan's and Payor's policies and procedures concerning advance directives. *42 C.F.R. §422.128(b)(1)(ii)(E).*

17. PROFESSIONALLY RECOGNIZED STANDARDS OF CARE. Provider agrees to provide Covered Services under the Agreement to Medicare beneficiaries in a manner consistent with professionally recognized standards of health care. *42 C.F.R. §422.504(a)(3)(iii).*

18. CONTINUATION OF BENEFITS. Provider shall provide Covered Services as provided in the Agreement and this Medicare Product Attachment: (a) for all Covered Persons, for the duration of the contract period for which CMS payments have been made and (b) for Covered Persons who are hospitalized on the date the CMS Contract terminates, or, in the event of an insolvency, through discharge. This continuation of benefits provision shall survive termination of this Medicare Product Attachment. *42 C.F.R. §§422.504(g)(2)(i); 422.504(g)(2)(ii); 422.504(g)(3)*

19. PHYSICIAN INCENTIVE ARRANGEMENTS. Provider agrees that, if Health Plan or Payor has a physician incentive plan that places Provider at substantial financial risk (as determined under 42 C.F.R § 422.208(d)) for services that Provider does not furnish itself, Provider shall obtain and maintain either aggregate or per-patient stop-loss protection in accordance with the requirements at 42 C.F.R. § 422.208(f). *42 C.F.R. §422.208.*

20. INFORMATION DISCLOSURES TO CMS. Provider shall cooperate with Health Plan and Payor in providing any information to CMS deemed necessary by CMS for the administration or evaluation of the Medicare program. *42 C.F.R. §422.504(f)(2).*

21. RISK ADJUSTMENT DATA. Provider shall provide to Health Plan or Payor risk adjustment data as required by CMS. *42 C.F.R. §§ 422.310(d)(3), (4)*. Upon Health Plan's, Payor's or CMS's request, Provider shall submit a sample of medical records for the validation of risk adjustment data, as required by CMS. Provider acknowledges that penalties may apply for submission of false data. Provider certifies based on best knowledge, information and belief that the data it submits under 42 C.F.R. § 422.310 are accurate, complete and truthful. *42 C.F.R. §§ 422.310(e) and 422.504(l)(3).*

22. COMPLIANCE WITH HEALTH PLAN AND PAYOR'S POLICIES AND PROCEDURES. Provider shall comply with Health Plan's and Payor's policies and procedures. In addition, if Provider is a physician or physician group, Provider shall, or shall require the physician members of the group to, upon Health Plan's or Payor's request, consult with Health Plan or Payor regarding Health Plan's or Payor's medical policy, quality improvement programs and medical management procedures and ensure that the following standards are met: (a) practice guidelines and utilization management guidelines: (i) are based on reasonable medical evidence or a consensus of health care professionals in the particular field; (ii) consider the needs of the enrolled population; (iii) are developed in consultation with contracting physicians; and (iv) are reviewed and updated periodically; (b) the guidelines are communicated to providers and, as appropriate, to Covered Persons; and (c) decisions with respect to utilization management, Covered Person education, coverage of services, and other areas in which the guidelines apply are consistent with the guidelines. *42 C.F.R. §422.202(b)*. Provider shall comply with Health Plan's or Payor's quality assurance and performance improvement programs. *42 C.F.R.§422.504(a)(5).*

23. WRITTEN NOTICE FOR REASON FOR SUSPENSION AND TERMINATION. In the event Health Plan suspends or terminates this Medicare Product Attachment with respect to Provider or any physicians employed or contracted with Provider, this provision constitutes written notice from Health Plan to Provider or such physician of the affected physician's right to appeal the action pursuant to the process and timing for requesting a hearing set forth in the Provider Manual or otherwise designated in writing by Health Plan. *42 C.F.R. §422.202(d)(1)*

24. NOTICE OF WITHOUT CAUSE TERMINATION. Provider must provide a minimum of 60 days written notice, or such longer period specified in this Agreement, before terminating this Medicare Product Attachment without cause. *42 C.F.R. §422.202(d)(4)*.

25. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS. Provider agrees to comply with (a) federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.), and the anti-kickback statute (section 1128B(b)) of the Act); and (b) HIPAA administrative simplification rules at 45 CFR parts 160, 162, and 164. *42 C.F.R. §422.504(h)(1).*

26. FEDERAL FUNDS. Provider acknowledges that payments Provider receives from Health Plan or Payor to pursuant to this Medicare Product Attachment are, in whole or part, from federal funds. Therefore, Provider and any of its Downstream Entities are subject to certain laws that are applicable to individuals and entities receiving federal funds, which may include but is not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 C.F.R. Part 84; the Age Discrimination Act of 1975 as implemented by 45 C.F.R. Part 91; the Americans with Disabilities Act; the Rehabilitation Act of 1973 and any other regulations applicable to recipients of federal funds. *Medicare Managed Care Manual, Ch. 11 § 120.*

27. EXCLUDED PERSONS/PROGRAM INTEGRITY. Provider warrants to Health Plan and each Payor that it is not excluded and shall not employ or contract for the provision of health care, utilization review, medical social work, or any administrative services pursuant to this Agreement with any individual or entity (hereafter, "person") whom Provider knows or reasonably should have known is excluded from participation in the Medicare and Medicaid program under Section 1128 or 1128A of the Social Security Act. Provider hereby certifies that no such excluded person currently is employed by or under contract with Provider. Provider shall review the Office of

Inspector List of Excluded Individuals and Entities and the System for Award Management exclusion list and verify on a monthly basis or as often as required by CMS guidelines, that the persons it employs or contracts for the provision of such services pursuant to this Agreement are in good standing. Provider shall promptly disclose to Health Plan and Payor any exclusion, or other event that makes a Provider employee or Downstream or Related Entity ineligible to perform work related to Medicare or Medicaid. *42 C.F.R. § 422.752(a)(8)*. Provider shall promptly notify Health Plan and Payor in writing in the event that Provider is criminally convicted or has a civil judgment entered against Provider for fraudulent activities or is sanctioned under any federal program involving the provision of health care or prescription drug services. Provider agrees to be bound by the provisions set forth at 2 C.F.R. Part 376.

28. COMPLIANCE WITH GRIEVANCE AND APPEALS REQUIREMENTS. Provider shall cooperate and comply with all applicable State, federal, Health Plan and Payor requirements regarding Covered Persons grievances and appeals, as well as enrollment and disenrollment determinations, including the obligation to provide information (including medical records and other pertinent information) to Health Plan and Payor within the time frame required by regulation or, if not so required, reasonably requested for such purpose.

29. OFFSHORE SUBCONTRACTORS. In addition to the applicable requirements of Section 11 of this Medicare Product Attachment, Provider shall disclose to Health Plan or Payor in writing, 30 days prior to signing an offshore contract, all offshore contractor information and an attestation for each such offshore contractor, in a format required or permitted by CMS. *CMS Health Plan Management System Memos 7/23/2007, 9/20/2007, and 8/26/2008.*

30. SCOPE AND CONFLICTS. Nothing in this Medicare Product Attachment shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Agreement, including the Provider Manual, except as stated in this Medicare Product Attachment. In the event of any conflict between this Medicare Product Attachment and any provision of the Agreement, the provisions of this Medicare Product Attachment shall govern. In the event that any provision of this Medicare Product Attachment conflicts with the provisions of any statute or regulation applicable to Health Plan or Payor, the provisions of the statute or regulation shall have full force and effect unless such statute or regulation is preempted by federal law.

31. TERMINATION. This Medicare Product Attachment shall terminate upon the termination of the Agreement and under the same terms and conditions specified in the Agreement. This Medicare Product Attachment may be further terminated by Health Plan immediately upon written notice to Provider if a CMS Contract is terminated, or if Provider is on the General Services Administration (GSA) list or the System for Award Management (SAM) as excluded or is otherwise suspended or excluded from participation in Medicare or Medicaid or is listed on the Preclusion List.

SCHEDULE B
STATE MANDATED REGULATORY REQUIREMENTS

This Schedule sets forth the provisions that are required by State or federal law to be included in the Agreement with respect to all Medicare Product Types under this Medicare Product Attachment. Any additional Regulatory Requirements that may apply to the Coverage Agreements or Covered Persons enrolled in or covered by this Product may be set forth in the Provider Manual or another Attachment. To the extent that a Coverage Agreement, or a Covered Person, is subject to the law cited in the parenthetical at the end of a provision on this Schedule B, such provision will apply to the rendering of Covered Services to a Covered Person with such Coverage Agreement, or to such Covered Person, as applicable.

IN-1 Continuation of Care. Upon the request of a Covered Person, the Participating Provider shall continue to treat and provide Covered Services to the Covered Persons for up to sixty (60) days following the termination of the Agreement or, in the case of a pregnant Covered Person in the third trimester of pregnancy, throughout the term of the pregnancy. If Participating Provider is a hospital, the Participating Provider shall provide continue to treat and provide Covered Services to Covered Persons until the earlier of: (i) the sixtieth (60th) day following the termination of the Agreement or (ii) the Covered Person is released from inpatient status at the Participating Provider. During a continuation period under this Section, the Participating Provider (i) shall continue accepting the terms and conditions of the Agreement, together with applicable deductibles and copayments, as payment in full; and (ii) is prohibited from billing the Covered Person for any amounts in excess of the Covered Person's applicable deductible or copayment. This Section does not apply in the event that the Agreement is terminated by Health Plan due to a quality of care issue. (IND. CODE § 27-13-36-6)

IN-2 Hold Harmless. In the event the Payor fails to pay for health care services as specified by the Agreement, the Covered Person is not liable to the Participating Provider for any sums owed by the Payor. Each Participating Provider (and any trustee, agent, representative, or an assignee of a Participating Provider) may not bring or maintain any legal action against a Covered Person to collect sums owed by the Payor. Except as provided below in this Section, if Participating Provider of brings or maintains a legal action against a Covered Person for an amount owed to the Participating Provider by the Payor, the Participating Provider is liable to the subscriber or enrollee for costs and attorney's fees incurred by the Covered Person in defending the legal action. The Participating Provider shall not be liable to the Covered Person for costs and attorney's fees described in the preceding sentence if the Participating Provider can demonstrate a reasonable basis for believing at the time the legal action was brought and while the legal action was maintained that the Payor did not owe the sums the Participating Provider sought to collect from the Covered Person. (IND. CODE §§ 27-13-15-1(a)(4); 27-13-15-3)

IN-3 Termination. Provider and each Participating Provider shall give the Health Plan at least sixty (60) days advance written notice of its, his or her termination of the Agreement; provided, however, that if Provider or the Participating Provider provide thirty percent (30%) or more of the Payor's services, then Provider and each Participating Provider shall give at least one hundred twenty (120) days advance written notice of its, his or her termination of the Agreement. (IND. CODE §§ 27-13-17-1)

IN-4 Third Party Access. The Agreement applies to network rental arrangements. One purpose of the Agreement is selling, renting or giving Health Plan rights to the services of the Participating Provider, and the third party accessing the Participating Provider's services is any of the following: (i) a Payor or a third-party administrator or other entity responsible for administering claims on behalf of the Payor; (ii) a preferred provider organization or preferred provider network, including a physician-hospital organization, (iii) an entity engaged in the electronic claims transport between Health Plan and the Payor. Any such third party that is granted access is obligated to comply with all of the applicable terms of Health Plan's contract with the Participating Provider. In addition, any of the following third parties may be granted access to the Participating Provider's services: (A) an employer or another entity providing coverage for health care services to the employer's or entity's employees or members and the entity has a contract with Health Plan or Health Plan's Affiliate for the administration or processing of claims for payment or service provided under the Agreement; or (B) an Affiliate of Health Plan or an entity providing administrative

services to or receiving administrative services from Health Plan or Health Plan's Affiliate. (IND. CODE § 27-1-37.3-7)

IN-5 Amendment. If a Participating Provider is a "Provider" as defined in IND. CODE § 27-1-37.1-4, then Health Plan shall provide written notice of any amendment relating to the Commercial-Exchange Product not less than forty-five (45) days before the proposed effective date of the amendment. The Participating Provider who receives notice under this Section may terminate the Agreement without penalty by informing Health Plan (or Provider; in which case, Provider must immediately notify Health Plan, in writing, of such termination) that the Participating Provider chooses not to approve the amendment, provided that such notice is in writing and is given not later than fifteen (15) days after the Participating Provider receives notice under this Section. The termination of the Agreement pursuant to this Section is effective: (1) ninety (90) days after Health Plan (or Provider; in which case, Provider must immediately notify Health Plan, in writing, of such termination) receives written notice from the Participating Provider that the Participating Provider does not approve the amendment; or (2) on a date earlier than the date described in subdivision (1), if agreed to by Health Plan (or Provider; in which case, Provider must immediately notify Health Plan, in writing, of such earlier date of termination). Except in an emergency, a Participating Provider who elects to terminate the Agreement under this Section shall, before providing services to a Covered Person, notify the Covered Person that the Participating Provider's contract has been or will be terminated. This Section does not apply to amendments required to comply with a State or federal law. (IND. CODE §§ 27-1-37.1-4, 27-1-37.1-5; 27-1-37.1-6, 27-1-37.1-7, 27-1-37.1-9, 27-1-37.1-11

Attachment B: Medicare

EXHIBIT 1
COMPENSATION SCHEDULE
MA PLAN/MA-PD PLAN/DSNP PLAN
PROFESSIONAL SERVICES

City of Fishers dba Fishers Health Department

This compensation schedule ("Compensation Schedule") sets forth the maximum reimbursement amounts for Covered Services provided by Contracted Providers to Covered Persons enrolled in a Medicare Product. Where the Contracted Provider's tax identification number ("TIN") has been designated by the Payor as subject to this Compensation Schedule, Payor shall pay or arrange for payment of a Clean Claim for Covered Services rendered by the Contracted Provider according to the terms of, and subject to the requirements set forth in, the Agreement and this Compensation Schedule. Payment under this Compensation Schedule shall consist of the Allowed Amount as set forth herein less all applicable Cost-Sharing Amounts. All capitalized terms used in this Compensation Schedule shall have the meanings set forth in the Agreement, the applicable Product Attachment, or the Definitions section set forth at the end of this Compensation Schedule.

The maximum compensation for Covered Services rendered to a Covered Person shall be the "Allowed Amount." The Allowed Amount for Covered Services is the lesser of: (i) Allowable Charges; or (ii) as applicable, (a) for those Covered Services not included in the Service Categories in Table 1 below, 100% of the Medicare fee schedule in effect on the date of service, or (b) for those Covered Services included in the Service Categories in Table 1 below, the applicable "Contracted Rate" set forth in Table 1 below.

Table 1.

Service Category	**Contracted Rate**
Radiology Services	85% of the Medicare Rate in effect on the date of service.
Laboratory Services	50% of the Medicare Rate in effect on the date of service.
DME Services	75% of the Medicare Rate in effect on the date of service.
Physical, Occupational and Speech Therapy	80% of the Medicare Rate in effect on the date of service.
Drugs and Biologicals	100% of the Average Sales Price (ASP) plus 6%

Additional Provisions:

1. Code Change Updates. Payor utilizes nationally recognized coding structures (including, without limitation, revenue codes, CPT codes, HCPCS codes, ICD codes, national drug codes, ASA relative values, etc., or their successors) for basic coding and descriptions of the services rendered. Updates to billing-related codes shall become effective on the date ("Code Change Effective Date") that is the later of: (i) the first day of the month following 60 days after publication by the governmental agency having authority over the applicable Product of such governmental agency's acceptance of such code updates, (ii) the effective date of such code updates as determined by such governmental agency or (iii) if a date is not established by such governmental agency or the applicable Product is not regulated by such governmental agency, the date that changes are made to nationally recognized codes. Such updates may include changes to service groupings. Claims processed prior to the Code Change Effective Date shall not be reprocessed to reflect any such code updates.

2. Fee Change Updates. Updates to the fee schedule shall become effective on the effective date of such fee schedule updates, as determined by the Payor ("Fee Change Effective Date"). The date of implementation of any fee schedule updates, i.e. the date on which such fee change is first used for reimbursement ("Fee Change Implementation Date"), shall be the later of: (i) the first date on which Payor is reasonably able to implement the update in the claims payment system; or (ii) the Fee Change Effective Date. Claims processed prior to the

Fee Change Implementation Date shall not be reprocessed to reflect any updates to such fee schedule, even if service was provided after the Fee Change Effective Date.

3. Fee Sources. In the event CMS contains no published fee amount, alternate (or "gap fill") fee sources may be used to supply the fee basis amount for deriving fee amount (the "Alternative Fee Source Amount"). Health Plan will utilize such Alternative Fee Source Amount until such time that CMS publishes its own resource-based relative value scale (RBRVS) value. At such time in the future as CMS publishes its own RBRVS value for that CPT/HCPCS code, Payor will use the CMS fee amount for that code and no longer use the Alternate Fee Source Amount. If CMS has no published fee amount or a gap fill fee source is not available for a Covered Service provided to a Covered Person, Payor may establish a payment amount to apply in determining the Allowed Amount. Until such time as Payor establishes such a payment amount, the maximum compensation shall be 30% of Allowable Charges.

4. Provider Type. Services must be provided by the appropriate provider type or specialty as defined in the Provider Manual. The Allowed Amount may be reduced based on the Contracted Provider's specialty, provider type, licensing/certifications or education as set forth in the Provider Manual.

5. Modifier. Unless specifically indicated otherwise, fee amounts listed in the fee schedule represent global fees and may be subject to reductions based on appropriate Modifier (for example, professional and technical modifiers). As used in the previous sentence, "global fees" refers to services billed without a Modifier, for which the fee amount includes both the professional component and the technical component. Any Cost-Sharing Amounts that the Covered Person is responsible to pay under the Coverage Agreement will be subtracted from the Allowed Amount in determining the amount to be paid.

6. Anesthesia Modifier Pricing Rules. The dollar amount that will be used in the calculation of time-based and non-time based anesthesia management fees in accordance with the anesthesia payment policy. Unless specifically stated otherwise, the anesthesia conversion factor indicated is fixed and will not change. The anesthesia conversion factor is based on an anesthesia time unit value of 15 minutes.

7. Place of Service Pricing Rules. This fee schedule follows CMS guidelines for determining when services are priced at the facility or non-facility fee schedule (with the exception of services performed at Ambulatory Surgery Centers, POS 24, which will be priced at the facility fee schedule).

8. Carve-Out Services. With respect to any "Carve-Out" Covered Services as contemplated in this Agreement, any payment arrangement entered into between Provider and a third party vendor of such services shall supersede compensation hereunder.

9. Payment under this Compensation Schedule. Claims should be coded appropriately according to industry standard coding guidelines (including but not limited to UB Editor, AMA, CPT, CPT Assistant, HCPCS, DRG guidelines, CMS' National Correct Coding Initiative (CCI) Policy Manual, CCI table edits and other CMS guidelines). All payments under this Compensation Schedule are subject to the terms and conditions set forth in the Agreement, the Provider Manual, and any applicable billing manual and claims processing policies.

Definitions:

1. **Allowable Charges** means a Contracted Provider's billed charges for services that qualify as Covered Services.

2. **Allowed Amount** means the amount designated in this Compensation Schedule as the maximum amount payable to a Contracted Provider for any particular Covered Service provided to any particular Covered Person, pursuant to this Agreement or its Attachments.

3. **Cost-Sharing Amounts** means any amounts payable by a Covered Person, such as copayments, cost-sharing, coinsurance, deductibles or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement, if applicable.

Attachment C: Commercial-Exchange

PRODUCT ATTACHMENT
(INCLUDING REGULATORY REQUIREMENTS AND COMPENSATION SCHEDULE)

THIS PRODUCT ATTACHMENT (this "***Product Attachment***") is made and entered between Coordinated Care Corporation, dba Managed Health Services ("***Health Plan***") and Provider.

WHEREAS, Health Plan and Provider entered into that certain Participating Provider Agreement, as the same may have been amended and supplemented from time to time (the "***Agreement***"), pursuant to which Provider and its Contracted Providers or other Downstream Entities participate in certain Products offered by or available from or through a Company; and

WHEREAS, pursuant to the provisions of the Agreement, this Product Attachment is identified on Schedule B of the Agreement and, as such, the Contracted Providers identified herein will be designated and participate as Participating Providers in the Product described in this Product Attachment, and will be considered to be and will be governed under this Product Attachment as Downstream Entities as defined in this Product Attachment; and

WHEREAS, the Agreement is modified or supplemented as hereafter provided.

NOW THEREFORE, in consideration of the recitals, the mutual promises herein stated, the parties hereby agree to the provisions set forth below.

1. Defined Terms. For purposes of the Commercial Exchange Product, the following terms have the meanings set forth below. All capitalized terms not specifically defined in this Product Attachment will have the meanings given to such terms in the Agreement.

1.1 "***Commercial-Exchange Product***" refers to those programs and health benefit arrangements offered by a Company that provide incentives to Covered Persons to utilize the services of certain contracted providers. The Commercial-Exchange Product includes those Coverage Agreements entered into, issued or agreed to by a Payor under which a Company furnishes administrative services or other services in support of a health care program for an individual or group of individuals, which may include access to one or more of the Company's provider networks or vendor arrangements, and which may be provided in connection with a state or governmental-sponsored, employer-sponsored or other private health insurance exchange, except those excluded by Health Plan. The Commercial-Exchange Product does not apply to any Coverage Agreements that are specifically covered by another Product Attachment to the Agreement.

1.2 "***Delegated Entity***" means any party, including an agent or broker, that enters into an agreement with Health Plan to provide administrative services or health care services to qualified individuals, qualified employers or qualified employees and their dependents (as such terms are defined in 45 C.F.R. §156.20).

1.3 "***Downstream Entity***" means any party, including an agent or broker, that enters into an agreement with a Delegated Entity or with another Downstream Entity for purposes of providing administrative or health care services related to the agreement between the Delegated Entity and Health Plan. The term "Downstream Entity" is intended to reach the entity that directly provides administrative services or health care services to qualified individuals, qualified employers, or qualified employees and their dependents (as such terms are defined in 45 C.F.R. §156.20).

1.4 "***Emergency" or "Emergency Care***" has the meaning set forth in the Covered Person's Coverage Agreement.

1.5 "***Emergency Medical Condition***" has the meaning set forth in the Covered Person's Coverage Agreement.

1.6 "***State***" means the State of Indiana, or such other state to the extent that a Coverage Agreement or Covered Person is subject to such other state's law.

2. Commercial-Exchange Product. This Product Attachment constitutes the "Commercial-Exchange Product Attachment" and is incorporated into the Agreement between Provider and Health Plan. It supplements the Agreement by setting forth specific terms and conditions that apply to the Commercial-Exchange Product with respect to which a Participating Provider has agreed to participate, and with which a Participating Provider must comply in order to maintain such participation. This Product Attachment applies with respect to the provision of health care services, supplies or accommodations (including Covered Services) to Covered Persons enrolled in or covered by a Commercial-Exchange Product.

3. Participation. Except as otherwise provided in this Product Attachment or the Agreement, all Contracted Providers under the Agreement will participate as Participating Providers in this Commercial-Exchange Product, and will provide to Covered Persons enrolled in or covered by a Commercial-Exchange Product, upon the same terms and conditions contained in the Agreement, as supplemented or modified by this Product Attachment, those Covered Services that are provided by Contracted Providers pursuant to the Agreement. In providing such services, Provider shall, and shall cause Contracted Providers, to comply with and abide by the provisions of this Product Attachment and the Agreement (including the Provider Manual).

4. Attachments. This Product Attachment includes, at Schedule A, the Regulatory Requirements with which Participating Providers are required to comply based on State laws governing the applicable Coverage Agreement or Covered Person and at Exhibit 1, the Compensation Schedule for the Commercial-Exchange Product, each of which are incorporated herein by reference.

5. Construction. This Product Attachment supplements and forms a part of the Agreement. Except as otherwise provided herein or in the terms of the Agreement, the terms and conditions of the Agreement will remain unchanged and in full force and effect as a result of this Product Attachment. In the event of a conflict between the provisions of the Agreement and the provisions of this Product Attachment, this Product Attachment will govern with respect to health care services, supplies or accommodations (including Covered Services) rendered to Covered Persons enrolled in or covered by a Commercial-Exchange Product. To the extent Provider or any Contracted Provider is unclear about its, his or her respective duties and obligations, Provider or the applicable Contracted Provider shall request clarification from the Company.

6. Term. This Product Attachment will become effective as of the Effective Date, and will be coterminous with the Agreement unless a Party terminates the participation of the Contracted Provider in this Commercial-Exchange Product in accordance with the applicable provisions of the Agreement or this Product Attachment.

7. Federal Requirements. The following requirements apply to Delegated and Downstream Entities under this Commercial Exchange Product Attachment, which includes but is not limited to Provider and all Contracted Providers.

7.1 Provider's delegated activities and reporting responsibilities, if any, are specified in the Agreement or applicable attachment to the Agreement (e.g., Delegated Credentialing Agreement, Delegated Services Agreement, Statement or Work, or other scope of services attachment) attached to this Agreement. If such attachment is not executed, no administrative functions shall be deemed as delegated.

7.2 CMS, Health Plan and Payor reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS, Health Plan or the Payor determine that Provider or any Downstream Entity has not performed satisfactorily.

7.3 Provider and all Downstream Entities must comply with all applicable laws and regulations relating to the standards specified under 45 CFR §156.340(a);

7.4 Provider and all Downstream Entities must permit access by the Secretary and OIG or their designees in connection with their right to evaluate through audit, inspection or other means, to the Provider's or Downstream Entities' books, contracts, computers, or any other electronic systems including medical records and documentation, relating to Health Plan's obligations in accordance with federal standards under 45 CFR §156.340(a) until ten (10) years from the termination date of this Product Attachment.

8. Other Terms and Conditions. Except as modified or supplemented by this Product Attachment, the compensation hereunder for the provision of Covered Services by Contracted Providers to Covered Persons enrolled in or covered by the Commercial-Exchange Product is subject to all of the other provisions in the Agreement (including the Provider Manual) that affect or relate to compensation for Covered Services provided to Covered Persons.

Attachment C: Commercial-Exchange

SCHEDULE A
REGULATORY REQUIREMENTS

This Schedule sets forth the provisions that are required by State or federal law to be included in the Agreement with respect to this Commercial-Exchange Product. Any additional Regulatory Requirements that may apply to the Coverage Agreements or Covered Persons enrolled in or covered by this Product may be set forth in the Provider Manual or another Attachment. To the extent that a Coverage Agreement, or a Covered Person, is subject to the law cited in the parenthetical at the end of a provision on this Schedule A, such provision will apply to the rendering of Covered Services to a Covered Person with such Coverage Agreement, or to such Covered Person, as applicable.

IN-1 Continuation of Care. Upon the request of a Covered Person, the Participating Provider shall continue to treat and provide Covered Services to the Covered Persons for up to sixty (60) days following the termination of the Agreement or, in the case of a pregnant Covered Person in the third trimester of pregnancy, throughout the term of the pregnancy. If Participating Provider is a hospital, the Participating Provider shall provide continue to treat and provide Covered Services to Covered Persons until the earlier of: (i) the sixtieth (60th) day following the termination of the Agreement or (ii) the Covered Person is released from inpatient status at the Participating Provider. During a continuation period under this Section, the Participating Provider (i) shall continue accepting the terms and conditions of the Agreement, together with applicable deductibles and copayments, as payment in full; and (ii) is prohibited from billing the Covered Person for any amounts in excess of the Covered Person's applicable deductible or copayment. This Section does not apply in the event that the Agreement is terminated by Health Plan due to a quality of care issue. (IND. CODE § 27-13-36-6)

IN-2 Hold Harmless. In the event the Payor fails to pay for health care services as specified by the Agreement, the Covered Person is not liable to the Participating Provider for any sums owed by the Payor. Each Participating Provider (and any trustee, agent, representative, or an assignee of a Participating Provider) may not bring or maintain any legal action against a Covered Person to collect sums owed by the Payor. Except as provided below in this Section, if Participating Provider of brings or maintains a legal action against a Covered Person for an amount owed to the Participating Provider by the Payor, the Participating Provider is liable to the subscriber or enrollee for costs and attorney's fees incurred by the Covered Person in defending the legal action. The Participating Provider shall not be liable to the Covered Person for costs and attorney's fees described in the preceding sentence if the Participating Provider can demonstrate a reasonable basis for believing at the time the legal action was brought and while the legal action was maintained that the Payor did not owe the sums the Participating Provider sought to collect from the Covered Person. (IND. CODE §§ 27-13-15-1(a)(4); 27-13-15-3)

IN-3 Termination. Provider and each Participating Provider shall give the Health Plan at least sixty (60) days advance written notice of its, his or her termination of the Agreement; provided, however, that if Provider or the Participating Provider provide thirty percent (30%) or more of the Payor's services, then Provider and each Participating Provider shall give at least one hundred twenty (120) days advance written notice of its, his or her termination of the Agreement. (IND. CODE §§ 27-13-17-1)

IN-4 Third Party Access. The Agreement applies to network rental arrangements. One purpose of the Agreement is selling, renting or giving Health Plan rights to the services of the Participating Provider, and the third party accessing the Participating Provider's services is any of the following: (i) a Payor or a third-party administrator or other entity responsible for administering claims on behalf of the Payor; (ii) a preferred provider organization or preferred provider network, including a physician-hospital organization, (iii) an entity engaged in the electronic claims transport between Health Plan and the Payor. Any such third party that is granted access is obligated to comply with all of the applicable terms of Health Plan's contract with the Participating Provider. In addition, any of the following third parties may be granted access to the Participating Provider's services: (A) an employer or another entity providing coverage for health care services to the employer's or entity's employees or members and the entity has a contract with Health Plan or Health Plan's Affiliate for the administration or processing of claims for payment or service provided under the Agreement; or (B) an Affiliate of Health Plan or an entity providing administrative

services to or receiving administrative services from Health Plan or Health Plan's Affiliate. (IND. CODE § 27-1-37.3-7)

IN-5 Amendment. If a Participating Provider is a "Provider" as defined in IND. CODE § 27-1-37.1-4, then Health Plan shall provide written notice of any amendment relating to the Commercial-Exchange Product not less than forty-five (45) days before the proposed effective date of the amendment. The Participating Provider who receives notice under this Section may terminate the Agreement without penalty by informing Health Plan (or Provider; in which case, Provider must immediately notify Health Plan, in writing, of such termination) that the Participating Provider chooses not to approve the amendment, provided that such notice is in writing and is given not later than fifteen (15) days after the Participating Provider receives notice under this Section. The termination of the Agreement pursuant to this Section is effective: (1) ninety (90) days after Health Plan (or Provider; in which case, Provider must immediately notify Health Plan, in writing, of such termination) receives written notice from the Participating Provider that the Participating Provider does not approve the amendment; or (2) on a date earlier than the date described in subdivision (1), if agreed to by Health Plan (or Provider; in which case, Provider must immediately notify Health Plan, in writing, of such earlier date of termination). Except in an emergency, a Participating Provider who elects to terminate the Agreement under this Section shall, before providing services to a Covered Person, notify the Covered Person that the Participating Provider's contract has been or will be terminated. This Section does not apply to amendments required to comply with a State or federal law. (IND. CODE §§ 27-1-37.1-4, 27-1-37.1-5; 27-1-37.1-6, 27-1-37.1-7, 27-1-37.1-9, 27-1-37.1-11)

Attachment C: Commercial-Exchange

EXHIBIT 1
COMPENSATION SCHEDULE
PROFESSIONAL SERVICES

City of Fishers dba Fishers Health Department

Applies to Ambetter Health Solutions Only

This compensation schedule ("Compensation Schedule") sets forth the maximum reimbursement amounts for Covered Services provided by Contracted Providers to Covered Persons enrolled in a Commercial-Exchange Product. Where the Contracted Provider's tax identification number ("TIN") has been designated by the Payor as subject to this Compensation Schedule, Payor shall pay or arrange for payment of a Clean Claim for Covered Services rendered by the Contracted Provider according to the terms of, and subject to the requirements set forth in, the Agreement and this Compensation Schedule. Payment under this Compensation Schedule shall consist of the Allowed Amount as set forth herein, less all applicable Cost-Sharing Amounts. All capitalized terms used in this Compensation Schedule shall have the meanings set forth in the Agreement, the applicable Product Attachment or the Definitions section set forth at the end of this Compensation Schedule.

The maximum compensation for Covered Services rendered to a Covered Person shall be the "Allowed Amount." The Allowed Amount for Covered Services is the lesser of (i) Allowable Charges or (ii) as applicable, (a) for those Covered Services not included in the Service Categories in Table 1 below, 100% of the Medicare fee schedule in effect on the date of service, or (b) for those Covered Services included in the Service Categories in Table 1 below, the applicable "Contracted Rate" set forth in Table 1 below.

Table 1.

Service Category	Contracted Rate
Radiology Services	85% of the Medicare Rate in effect on the date of service.
Laboratory Services	50% of the Medicare Rate in effect on the date of service.
DME Services	75% of the Medicare Rate in effect on the date of service.
Physical, Occupational and Speech Therapy	80% of the Medicare Rate in effect on the date of service.
Drugs and Biologicals	100% of the Average Sales Price (ASP) plus 6%

Additional Provisions:

1. Code Change Updates. Payor utilizes nationally recognized coding structures (including, without limitation, revenue codes, CPT codes, HCPCS codes, ICD codes, national drug codes, ASA relative values, etc., or their successors) for basic coding and descriptions of the services rendered. Updates to billing-related codes shall become effective on the date ("Code Change Effective Date") that is the later of (i) the first day of the month following 60 days after publication by the governmental agency having authority over the applicable Product of such governmental agency's acceptance of such code updates, (ii) the effective date of such code updates as determined by such governmental agency or (iii) if a date is not established by such governmental agency or the applicable Product is not regulated by such governmental agency, the date that changes are made to nationally recognized codes. Such updates may include changes to service groupings. Claims processed prior to the Code Change Effective Date shall not be reprocessed to reflect any such code updates.

2. Fee Change Updates. Updates to the fee schedule shall become effective on the effective date of such fee schedule updates, as determined by the Payor ("Fee Change Effective Date"). The date of implementation of any fee schedule updates, i.e., the date on which such fee change is first used for reimbursement ("Fee Change Implementation Date"), shall be the later of (i) the first date on which Payor is reasonably able to implement the update in the claims payment system or (ii) the Fee Change Effective Date. Claims processed prior to the Fee

Change Implementation Date shall not be reprocessed to reflect any updates to such fee schedule, even if service was provided after the Fee Change Effective Date.

3. Fee Sources. In the event CMS contains no published fee amount, alternate (or "gap fill") fee sources may be used to supply the fee basis amount for deriving fee amount (the "Alternative Fee Source Amount"). Health Plan will utilize such Alternative Fee Source Amount until such time that CMS publishes its own resource-based relative value scale (RBRVS) value. At such time in the future as CMS publishes its own RBRVS value for that CPT/HCPCS code, Payor will use the CMS fee amount for that code and no longer use the Alternate Fee Source Amount. If CMS has no published fee amount or a gap fill fee source is not available for a Covered Service provided to a Covered Person, Payor may establish a payment amount to apply in determining the Allowed Amount. Until such time as Payor establishes such a payment amount, the maximum compensation shall be 30% of Allowable Charges.

4. Modifier. Unless specifically indicated otherwise, fee amounts listed in the fee schedule represent global fees and may be subject to reductions based on appropriate modifier (for example, professional and technical modifiers). As used in the previous sentence, "global fees" refers to services billed without a modifier, for which the fee amount includes both the professional component and the technical component. Any Cost-Sharing Amounts that the Covered Person is responsible to pay under the Coverage Agreement will be subtracted from the Allowed Amount in determining the amount to be paid.

5. Anesthesia Modifier Pricing Rules. The dollar amount that will be used in the calculation of time-based and non-time based anesthesia management fees in accordance with the anesthesia payment policy. Unless specifically stated otherwise, the anesthesia conversion factor indicated is fixed and will not change. The anesthesia conversion factor is based on an anesthesia time unit value of 15 minutes.

6. Place of Service Pricing Rules. This fee schedule follows CMS guidelines for determining when services are priced at the facility or non-facility fee schedule (except for services performed at ambulatory surgery centers, POS 24, which will be priced at the facility fee schedule).

7. Carve-Out Services. With respect to any "Carve-Out" Covered Services as contemplated in the Agreement, any payment arrangement entered into between Provider and a third party vendor of such services shall supersede compensation hereunder.

8. Payment Under This Compensation Schedule. Claims should be coded appropriately according to industry standard coding guidelines (including, but not limited to, UB Editor, AMA, CPT, CPT Assistant, HCPCS, DRG guidelines, CMS' National Correct Coding Initiative (CCI) Policy Manual, CCI table edits and other CMS guidelines). All payments under this Compensation Schedule are subject to the terms and conditions set forth in the Agreement, the Provider Manual and any applicable billing manual and claims processing policies.

Definitions:

1. **Allowable Charges** means a Contracted Provider's billed charges for services that qualify as Covered Services.

2. **Allowed Amount** means the amount designated in this Compensation Schedule as the maximum amount payable to a Contracted Provider for any particular Covered Service provided to any particular Covered Person, pursuant to the Agreement or its Attachments.

3. **Cost-Sharing Amounts** means any amounts payable by a Covered Person, such as copayments, cost-sharing, coinsurance, deductibles or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement, if applicable.

Board Action Form

MEETING DATE	April 9, 2024			
TITLE	Request to Approve Amended Parking Fees at Geist Waterfront Park.			
SUBMITTED BY	Name & Title: Jake Reardon-McSoley, Director Recreation & Wellness Department: Parks & Recreation			
MEETING TYPE	☐ Work Session ☐ Executive	☒ [X] Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒[X] Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	[X]☒ 1st Reading	[X]☒ 2nd Reading	☐ Public Hearing	[X]☒ 3rd Reading ☒ [X] Final Reading
	Ordinance #:		Resolution #: R040924D	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ Contract **required** for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & **will provide contract** at a later date		☒ [X] **No contract** for this item	
	☐ Contract **over** $50,000 Please mark the box in the other column that pertains to this contract.		☐ [X] 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		☒ [X] Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ [X] Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	[X]☒ Legal Counsel – *Name of Reviewer:* Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	The City of Fishers Department of Parks & Recreation ("Parks") oversees, programs, manages and makes available for public use the City's real property assets, including Geist Waterfront Park. The City is authorized to regulate parking facilities, including parking lots, that are owned by the City and are used for off-street parking of vehicles. In May 2023, Parks requested, and the Board approved, a non-resident parking fee at Geist Waterfront Park's parking lot in the amount of $50/day during Beach Season (May – October). Parks desires to amend the non-resident parking fee at Geist Waterfront Park's parking lot to $25/day with the day and times of day to be determined by the Director of Recreation & Wellness, based on demand.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	None
	Expenditure $:	None
	Source of Funds:	None
	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)	Approve the resolution	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R040924D

RESOLUTION OF CITY OF FISHERS, INDIANA BOARD OF PUBLIC WORKS AND SAFETY APPROVING AMENDED PARKING FEES FOR GEIST WATERFRONT PARK

WHEREAS, Indiana Code §36-9-6-2 authorizes the Board of Public Works & Safety of the City of Fishers ("City") to supervise public grounds and other property of the City;

WHEREAS, Indiana Code §36-9-6-3 authorizes the Board of Public Works & Safety to have custody of and maintain all real and personal property of the City;

WHEREAS, Ind. Code §36-9-11-3 authorizes the City to regulate parking facilities, including parking lots, that are owned or leased by the City and are used for off-street parking of vehicles;

WHEREAS, Indiana Code § 36-9-11-7 authorizes the City to fix rates and charges to be collected for the parking of vehicles in connection with the operation of any parking facility, including a parking lot, or for any other use of the facility, and adopt rules governing the use and operation of the facility so as to promote the maximum use of the facility by the public in a safe, orderly, and efficient manner;

WHEREAS, the City recently developed Geist Waterfront Park and an adjoining parking lot facility;

WHEREAS, on or around May 9, 2023, the City of Fishers Board of Public Works & Safety ("Board"), in accordance with Ind. Code §§36-9-6-2, 36-9-6-3, 36-10-3-10, and 36-9-11-7, adopted Resolution R050923B, which, in. part, approved a non-resident parking fee at the Geist Waterfront Park Parking Lot in the amount of $50 per day during "Beach Season" (generally, Memorial Day weekend through a date no later than November 1, with the specific end date to be determined annually by the Director of Recreation & Wellness) (the "Parking Fee");

WHEREAS, on or around May 15, 2023, the City of Fishers Common Council adopted Resolution No. R051523F and approved the Parking Fee; and

WHEREAS, the City seeks to amend the Parking Fee for non-resident use of the Geist Waterfront Park parking lot in connection with the operation of the parking facility to promote the maximum and most efficient use of the lot, in accordance with Indiana law.

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 parking fees for non-residents in the amount of $25 per day and authorizes the Director of Recreation & Wellness to set the days and times of day to charge the Parking Fee during Beach Season.

Section 2. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 9th day of April 2024.

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

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

ATTEST: _____DATE: _____
Kari Adriano, Board Clerk

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

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

Board Action Form

MEETING DATE	April 9, 2024			
TITLE	Request to approve a 96th Street curb cut for Andretti.			
SUBMITTED BY	Name & Title: Hatem, Mekky, 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)	☐ 1st Reading	☐ 2nd Reading	☐ Public Hearing	☐ 3rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R040924E	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ 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	

Form Revised: 03/20/2019

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)	Civil & Environmental Consultants, Inc., on behalf of Andretti Global, is requesting approval for a new curb cut on 96th Street to serve the proposed Andretti development. This curb cut will include modifications to the existing median to create a left-in turn only, making the curb cut a right-in, right-out, and left-in only. Left-out turning movements will be prohibited. The curb cut will be located on the north side of 96th Street, approximately 335 feet west of the Nickel Plate Trail. This will be a secondary entrance to the site with the other entrance on Hague Rd. The curb cut has been reviewed through the Technical Advisory Committee (TAC) process, per Fishers standards.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A

OPTIONS (Include *Deny Approval* Option)	1.	Approve the curb cut by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	

PROJECT TIMELINE	Construction is anticipated to be in the 2024 construction season. Any work within 96th Street will be limited to the hours identified by Fishers Engineering staff to minimize any traffic disruptions to peak hour traffic and schools. Proper traffic controls will be required during any lane restrictions.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the curb cut as presented.
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A (Request Letter and Exhibit)

RESOLUTION NO. R040924E

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING CURB CUT ON 96th STREET

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City"), by and through its Board of Public Works and Safety (the "Board"), supervises the streets, alleys, sewers, public grounds, and other property of the City, pursuant to I.C. §36-9-6-2;

WHEREAS, the Board may regulate the use of right-of-way through, under, or over public ways, pursuant to I.C §36-9-2-6;

WHEREAS, the Board shall approve any open cut on certain roads, pursuant to Fishers Code of Ordinance §94.11, including 96th Street;

WHEREAS, Civil & Environmental Consultants, Inc. on behalf of Andretti Global has requested approval for a curb cut on the north side of 96th Street, approximately 335 feet west of the Nickel Plate Trail; and

WHEREAS, the curb cut will include modifications to the existing median to create a left-in turn only, making the curb cut a right-in, right-out and left-in only and prohibiting left-out turning movements.

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 request for a curb cut by Civil & Environmental Consultants, Inc. as shown on Exhibit A, attached hereto and incorporated herein.

Section 2. The Board hereby authorizes the Director of Engineering to execute any and all documents necessary to effectuate the intent of this Resolution and all ancillary documents in furtherance of the project.

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

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 9th day of April, 2024.

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

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

ATTEST: _____DATE: _____
Kari Adriano, Board Clerk

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

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

March 21, 2024

Mr. Hatem Mekky, PE
City of Fishers- Director of Engineering
11565 Brooks School Road
Fishers, IN 46037
Phone: 317-595-3160

Dear Mr. Mekky:

Subject: Andretti Global Headquarters
10010 Andretti Way
Fishers, IN 46038
CEC Project 334-097

Civil & Environment Consultants, Inc., on the behalf of the Andretti Global Headquarters Project, respectfully request the following to be presented to the Board of Public Works for the 97.8 acre project located at 10010 Andretti Way.

1. *Request for a curb cut on the north side of 96th Street, west of the Nickel Plate Trail. This curb cut will be a secondary entrance to the Andretti Global HQ and access for the adjacent Indianapolis Airport Authority future development.*

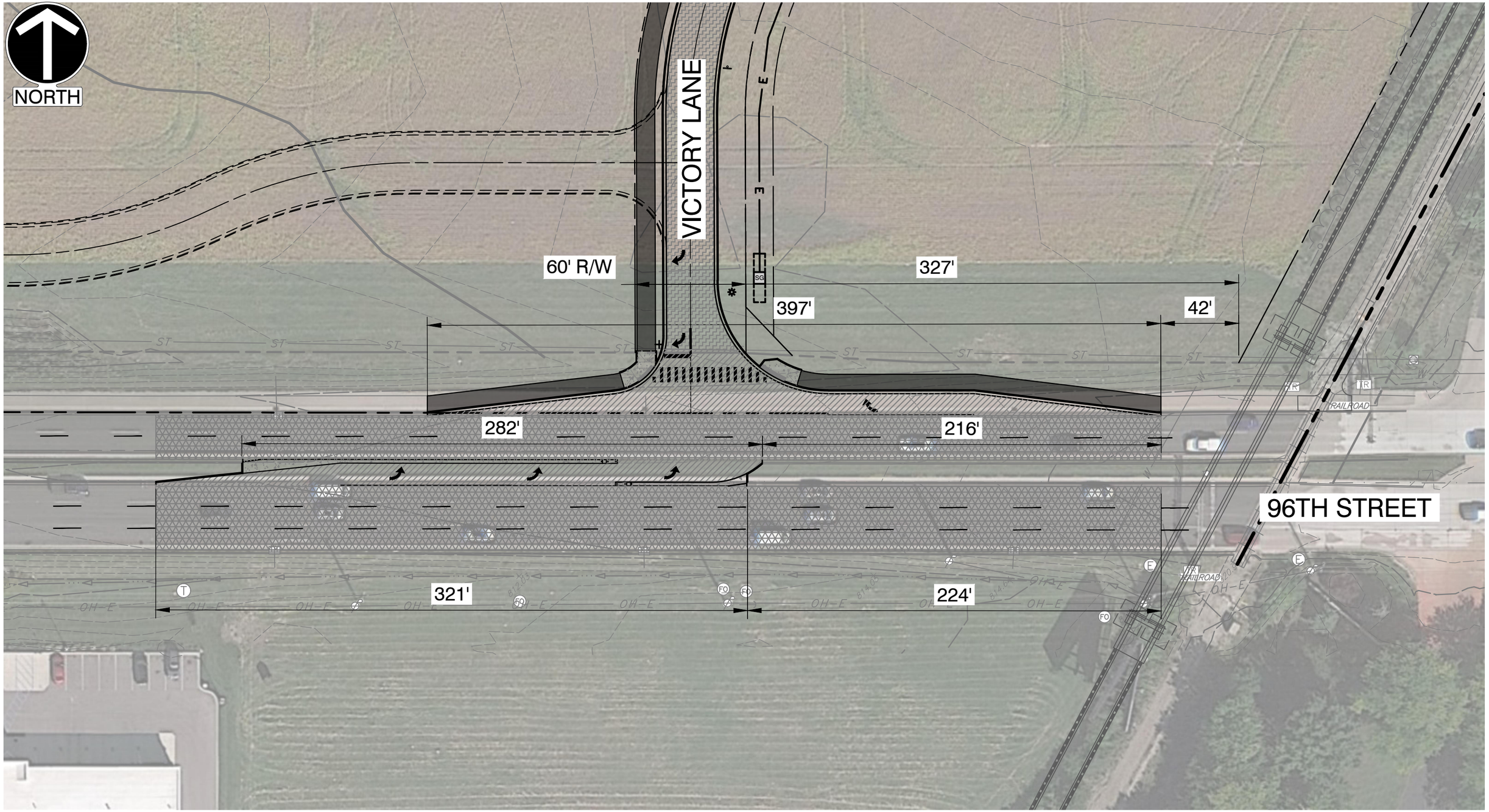
At this time, we ask to be placed on the agenda for the next available Board of Public Works meeting. We appreciate your time and consideration of our request. Please call our office at (317) 655-7777 if you have any questions.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Aaron C Hurt

Aaron Hurt, PE, AICP
Civil Engineer



Civil & Environmental Consultants, Inc.
530 E. Ohio Street
Suite G
Indianapolis, IN 46204
Ph: 317.655.7777
www.cecinc.com

ANDRETTI GLOBAL
HQ
10010 Andretti Way
Fishers, IN 46038

CURB CUT EXHIBIT

DRAWN BY:	SGJ	CHECKED BY:	ACH	APPROVED BY:	ACH	FIGURE NO.:	EX-01
DATE:	MARCH 21, 2024	DWG SCALE:	1"=50'	PROJECT NO:	334-097		

Board Action Form

MEETING DATE	April 9, 2024			
TITLE	Request to approve the 2024 Fishers Arts & Culture Commission Grants			
SUBMITTED BY	Name & Title: Ross Hilleary, Director Planning & Zoning Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1st Reading	☐ 2nd Reading	☐ Public Hearing	☐ 3rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R040924F	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ 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	

Form Revised: 03/20/2019

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:*	

BACKGROUND
(Includes description, background, and justification)

The City of Fishers announced on March 21, 2024 the recipients for the first cycle of 2024 Neighborhood Vibrancy Grants, a grant program that provides funding for creative and innovative ideas that boost the vibrancy of Fishers neighborhoods. The first grant cycle of the year featured a record-high of 37 applicants and $399,638.40 in funding awarded to 28 neighborhoods.

Under the leadership of Mayor Scott Fadness and the Fishers City Council, this year's grant allocation also saw a significant jump from $100k in previous years to $750k for 2024. The City of Fishers now also funds 80% of the project cost up to $25,000, requiring participants to contribute just 20% of the total. This marks a substantial shift from the previous 50/50 split of funding.

Grants can be used to fund a wide range of projects, from entrance landscaping and greenspace preservation to creating community spaces within residential areas. Community engagement initiatives, like community gardens, playgrounds, and communal gathering hubs, are also eligible for funding.

Recipients of the first cycle of the 2024 Neighborhood Vibrancy Grant Program include:

- Allison Place ($2,600) to repair and replace entrance walls.
- Anchorage ($22,840) to install lighting due to lack of sidewalks and install native plant species.
- Ashwood ($6,252.40) to enhance the entrance landscaping.
- Belmont Place ($3,000) to repair and replace the entrance monument sign.
- Berkley Ridge ($25,000) to replace an entrance sign and add new lighting and landscaping.
- Bridgewater at Geist ($23,012) to install and enhance the entry way landscaping.
- Britton Falls ($20,061) to beautify the Thorpe Creek pathway, including lawns to natural areas, and the installation of trees.
- Britton Ridge ($25,000) to install erosion control along the north shore of the retention pond.
- Cherry Hills Farms ($17,218) to replace two pond aerators from 2004.
- Conner Creek ($23,430) to enhance amenities at the community pool area including fencing, lighting and landscaping.
- Courtyard Lakes ($9,000) to replace shadowbox fencing from 1997 along the western property line.
- Geist Overlook ($5,872) to install landscaping and lighting at the entrance.
- Hanover on the Green ($21,800) to remove groundcover and replace with sod.
- Harrison Lakes ($12,037) to remove and replace entrance landscaping and trees at the pond.
- High Point Ridge ($6,600) to replace the public safety gate with bollards.

	• Lantern Ridge ($7,809.64) to install landscaping and lighting at the entrance. • Muir Woods ($9,440) to remove and replace non-native species with native species, including pear trees. • Overlook at Beaver Ridge ($18,380) to remove dead trees and make an entrance sign, add new landscaping and make sidewalk improvements. • Princeton Woods ($25,000) to install native landscaping within the landscape islands. • Sand Creek Woods ($25,000) to separate the irrigation system for the adjoining apartment complex, tuckpoint the entrance sign, and replace the path lights. • Stevenson Mill ($6,650.60) to make landscape improvements at the neighborhood entrance along Allisonville Road. • Tanglewood ($25,000) to install a new playground for 5 – 12-year-olds and replace playground border, mulch, benches and tables. • The Haven ($25,000) to renovate landscaping and irrigation at the front entrance. • Timberstone ($1,519.16) to enhance entrance and pond landscaping. • Villages at Geist ($11,865.60) to repair and replace the entrance sign with limestone. • Waterford Gardens ($5,505) to improve the entrance by removing a tree trunk and tree leaning on a wall, install a rock garden and reslope yards. • Weaver Woods ($7,435) to repair and replace walking paths. • Wintercove ($7,311) to install a fountain at the retention pond along Easy Street.
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $: | $750,000 Expenditure $: | N/A Source of Funds: | General Fund Additional Appropriation #: | N/A **Narrative:** | N/A
OPTIONS (Include *Deny Approval* Option)	1. Approve 2. Deny 3. Continue 4. Take no action
PROJECT TIMELINE	MOUs are prepared with all neighborhood applicants once the Board of Works approve the distrubution of funds from the Neighborhood Vibrancy Grant Committee. The NVGC has a budget of $750,000. They awarded $399,638.40 for Quarter 1.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff request approve of the grants to the 28 neighborhood organizations as presented.
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution

RESOLUTION NO. R040924F

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING THE 2024 NEIGHBORHOOD VIBRANCY GRANTS FOR QUARTER ONE

WHEREAS, the City of Fishers, 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 all neighborhoods within the City, to encourage creative and innovative solutions that boost vibrancy of City neighborhoods;

WHEREAS the Grant is a matching grant and requires that the applicant participate in a portion of the project funding in an 20% match, as further defined by the Grant;

WHEREAS, the Grant review committee recommend twenty-eight (28) neighborhoods with a total funding request of $399,638.40;

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

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

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 9th day or April 2024.

BOARD OF PUBLIC WORKSAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA

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

ATTEST: _____ DATE: _____
Board Clerk

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

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

Exhibit A

2024 Neighborhood Vibrancy Grant Quarter One Summary

- Allison Place ($2,600) to repair and replace entrance walls.
- Anchorage ($22,840) to install lighting due to lack of sidewalks and install native plant species.
- Ashwood ($6,252.40) to enhance the entrance landscaping.
- Belmont Place ($3,000) to repair and replace the entrance monument sign.
- Berkley Ridge ($25,000) to replace an entrance sign and add new lighting and landscaping.
- Bridgewater at Geist ($23,012) to install and enhance the entry way landscaping.
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- Timberstone ($1,519.16) to enhance entrance and pond landscaping.
- Villages at Geist ($11,865.60) to repair and replace the entrance sign with limestone.
- Waterford Gardens ($5,505) to improve the entrance by removing a tree trunk and tree leaning on a wall, install a rock garden and reslope yards.
- Weaver Woods ($7,435) to repair and replace walking paths.
- Wintercove ($7,311) to install a fountain at the retention pond along Easy Street.

Board Action Form

MEETING DATE	4/9/24			
TITLE	Request to Approve Professional Services Contract with SmartRec/Amilia			
SUBMITTED BY	Name & Title: Jennifer Roam, Assistant Director Department: Business Solutions Group			
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)	☒ 1st Reading	☐ 2nd Reading	☐ Public Hearing	☐ 3rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R040924G	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☒ 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	

Form Revised: 03/20/2019

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)	BSG is requesting approval for a three (3) year contract for replacement Parks and Recreation software with vendor SmartRec/Amilia. This software will replace the current CivicRec software and provide additional functionality needed for current operations at the Parks Department and future needs with the opening of the Community Center.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	50,000 in first year
	Expenditure $:	Appx. 48,000 over 3 years
	Source of Funds:	BSG General – Professional Services (10101012- 43100)
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include *Deny Approval* Option)	1.	
	2.	
	3.	
	4.	
PROJECT TIMELINE	Implementation to start end of April 2024. Go-live August 2024.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving agreement.	
SUPPLEMENTAL INFORMATION (List all attached documents)	- 3 Year Contract with Terms - $499/month + 1% of revenue captured in software up to $2M, 0.08%0 of revenue $2M-3M, 0.75% of revenue $3M-4M, .070% of revenue $4M and over.	

RESOLUTION NO. R040924G

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING SPECIAL PURCHASE AND AGREEMENT WITH AMILIA TECHNOLOGIES, INC.

WHEREAS, the City of Fishers, Indiana ("City"), by and through its Business Services Group ("BSG"), seeks to purchase certain software and services to replace the current software program, CivicRec, for the Department of Parks and Recreation to provide additional functionality needed for current operations at the Parks Department and for future needs at the City's Community Center;

WHEREAS, in accordance with Ind. Code §5-22-10-7, a purchasing agent may make a special purchase of data processing contracts or agreements for software programs; and

WHEREAS, the City now desires to approve the special purchase of a software program and agreement with Amilia Technologies, Inc. to provide SmartRec, as attached hereto and incorporated herein as Exhibit A.

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

Section 1. The Board hereby approves the purchase special purchase of software and the agreement with Amilia Technologies, Inc. in substantially similar form as Exhibit A.

Section 2. The Board hereby authorizes the Mayor to execute the Agreement and any and all documents necessary to effectuate its intent.

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

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 9th Day of April 2024.

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

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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

AMILIA SmartRec

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

SmartRec Platform

Prepared for:

City of Fishers

This Software as a Service (SaaS) Agreement (the "Agreement") is entered into by and between:

City of Fishers, a company/corporation/other (as applicable incorporated under the laws of Indiana having its registered office at: 3 Municipal Drive Fishers, IN 46038 United States represented herein by: **Scott Fadness, Mayor** **("Customer"** or **"you")**	**AMILIA TECHNOLOGIES USA, INC.,** a company incorporated under the laws of Delaware having its registered office at 1209 Orange Street, City of Wilmington, County of New Castle, 19801 and its principal place of business at 1751 Richardson Street, Suite 3.105, City of Montreal, Province of Quebec, Canada, represented herein by **William Owens, Enterprise Team Director;** **("Amilia")**
(Collectively, the "**Parties**")	

The Parties agree to the following terms and conditions:

A. Initial Term

Initial Term: 36 months
Commencement Date: 1 April 2024 **Expiration Date:** 1 April 2027

B. Access and Service Fees

A. Initial Term

Access fees: **$499**/month* to be invoiced monthly.

☐ **Starter Plan** ☐ **Growth Plan** ☑ **Plus Plan**

Service fees: 1% of Customer's transaction revenues processed through the SmartRec Platform to be invoiced monthly.

(Access fees and Service fees are referred to as "**Platform Fees**")

After each year, customer can request service fee price break based on previous year revenue via the platform:

- $2M-$3M: 20% off the 1% for all transactions.
- $3M-$4M: 25% off the 1% for all transactions.
- $4M+: 30% off the 1% for all transactions.

*Plus plan discounted from $799 per month
**For Rental Contracts associated with facilities, the 1% service fee is capped at a maximum of $10/Rental Contract

Estimated annual Customer's revenues: $2000000/Year

C. Payment processing Fees

Credit cards (Visa, Mastercard, Discover, Amex): 2.75% + $0.3 per transaction to be invoiced monthly.
eCheck (ACH): 1% + $0.5 per transaction to be invoiced monthly.

Additional fees passed through directly from credit card companies may be applied, including but not limited to, credit card chargebacks, reversals, and retrievals, and returns on e-checks due to insufficient funds.

D. Other Fees

$3500 for professional services

Professional services, such as consulting and training services, are performed on a fixed price basis and will be invoiced according to the payment schedule established in a statement of work to be issued by Amilia.

Professional services, such as data migration or integrations, are rendered on a time and material basis and will be invoiced based on the rates established in a statement of work to be issued by Amilia.

E. Notice and Communication

D. Other Fees

Any notice or other communication given under the terms of this Agreement shall be in writing and may be delivered personally, by courier, or by prepaid registered mail, addressed as follows, until changed by notice given in accordance herewith:
if to Amilia: at 1751 Richardson Street, Suite 3.105, Montreal, Quebec, Canada
if to Customer: at the address above.
Any such notice or other communication shall be effective when actually received and, if received after normal business hours, shall be effective the next business day after receipt.
The foregoing shall also apply, as applicable, as regards to any payment made to Amilia under the terms of the Agreement.

F. Legal Conditions

This Agreement incorporates all the terms and conditions specified in Appendix A – Terms and conditions.

In the event of a conflict between any provisions in the Appendix A and any other provision in the Agreement or any other appendix or exhibit to the Agreement, the terms provided in the Appendix A shall govern.

AMILIA TECHNOLOGIES USA, INC. **By:**	**City of Fishers** **By:**
Name: William Owens	Name: Scott Fadness
Title: Enterprise Team Director	Title: Mayor
Date: 2024-04-01	Date:

APPENDIX A
TERMS AND CONDITIONS

1. **The SmartRec Solution**

a. Platform & API. Amilia provides (i) an e-commerce platform (the "**SmartRec Platform**") that is designed to increase the revenue and streamline the operations of programs and (ii) an application program interface ("**API**") to enable access to the SmartRec Platform (the API and the SmartRec Platform are collectively designated as the "**SmartRec Solution**"). The uses of the SmartRec Solution (including use of the API through a third-party product that accesses the SmartRec Platform) are subject to the terms and conditions of this Agreement.

b. Provision of Access. Subject to you paying the Platform Fees and any other fees stipulated and agreed upon with Amilia herein and compliance with all the other terms and conditions of this Agreement, Amilia grants you a personal, limited, non-exclusive, revocable, non-transferable, non-sublicensable right to access and use the SmartRec Solution (the "**Access**") during the Initial Term or Renewal Term and solely for use by you and the End Users (as defined below) in accordance with the terms and conditions herein. The Access includes access to all features, modules (except Community Segments), SmartRec Solution, and API/Web Hook end points/connections developed by Amilia. The SmartRec Solution includes any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by Amilia. Amilia will provide you the necessary passwords and network links or other connections to allow you to access and use SmartRec Solution. Subject to the terms and conditions of this Agreement, Amilia hereby grants you a non-exclusive, non-sublicensable, non-transferable license to use the Documentation (as defined hereunder) during the Initial Term and Renewal Term solely for your internal business purposes in connection with you use of the SmartRec Solution. Amilia reserves for itself all other rights and interest not explicitly granted under this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Amilia's Intellectual Property Rights (as defined hereunder).

c. Platform fees and Payment terms. You agree to pay to Amilia via direct debit or electronic funds transfer (additional fees may apply if payment is made by cheque) all Platform Fees and any other fees stipulated and agreed upon with Amilia herein within thirty (30) days of date of invoice issued by Amilia. If you fail to make any payment to Amilia when due, you must, without prejudice to any other right or remedy of Amilia (a) pay interest on the amount outstanding, at a monthly rate equal to 1.25% or a per annum rate equal to 15%; and (b) reimburse Amilia for all reasonable costs and expenses incurred by it in relation to the outstanding debt and collection of said debt. Platform Fees do not include local, state, provincial, or federal taxes or duties of any kind and any such taxes will be assumed and paid by you. Notwithstanding any provision to the contrary, all payments required to be made hereunder shall be timely made, and no payments to Amilia shall be withheld, delayed, reduced, or refunded if Amilia has fully performed its material obligations and its inability to meet any schedule or delivery requirements is caused by your failure to provide certain of its information (including End User Information as defined hereinafter) as are required to perform any of Amilia's obligations hereunder. It is solely your responsibility to determine what, if any, taxes apply in connection with the use of the SmartRec Solution, and to assess, collect, report, or remit the correct taxes to the proper tax authority. Amilia has no obligation to determine whether taxes apply, or calculate, collect, report, or remit any taxes to any tax authority arising from any transactions made in connection with your use of the SmartRec Solution.

d. Customer/End User Service Support. Amilia will use commercially reasonable efforts to resolve any technical issues relating to your Amilia account ("**Account**") and your use of the SmartRec Solution. You are solely responsible for all customer service issues to your end users of the SmartRec Solution (the "**End Users**") relating to your Access for your services, including pricing, order fulfillment, order cancellation by you or the customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with your personnel, policies, or processes. In performing customer service, you will always present yourself as a separate entity from Amilia. You acknowledge that you shall comply with Amilia's guidelines for making available your End User Information (as defined hereinafter) to be imported and processed through the SmartRec Platform. You further acknowledge that Amilia does not control the import of such information from its point of origin and shall not be held liable for any delays to your and your customer's access to the SmartRec Platform caused by your non-compliance to such import guidelines.

e. Security. Amilia maintains administrative, technical, and physical procedures to protect End User Information stored on Amilia servers from unauthorized access, accidental loss, or modification. Those procedures shall, at a minimum, meet the standards of the industry to protect End User Information from unauthorized access, accidental loss, or modification. Amilia guarantees that its data center infrastructure will be available and extends to all network infrastructure under Amilia's direct control. The only exceptions to this guarantee are planned system maintenance and Force Majeure events. Amilia agrees to store and process Customer's data only in the continental United States or

in Canada. Amilia will protect Customer's data with routine backups and off-site storage of the data in the event of a disaster. Amilia shall report, either orally or in writing, to Customer any use or disclosure of Customer's data not authorized by this Agreement, or in writing by the Customer including any reasonable belief that an unauthorized individual has accessed Customer's data. Amilia shall make the report to Customer immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Amilia reasonably believes there has been such unauthorized use or disclosure. Amilia's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) Customer's data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Amilia has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Amilia has taken or shall take to prevent future similar unauthorized use or disclosure. Amilia shall provide such other information, including a written report, as reasonably requested by Customer. Notwithstanding the foregoing, Amilia does not guarantee that unauthorized third parties will never be able to defeat those measures or use such information for improper purposes. For purposes hereof, "End User Information" means such End User's information or data created, collected, generated, licensed, leased, on your behalf or information or data otherwise under the control or responsibility of you wherever located, including, but not limited to, Personal Information or Sensitive Personal Information, that are disclosed or otherwise made available to Amilia by you pursuant to or as part of this Agreement. To the extent that you provide Amilia any data that may constitute Personal Information, the Parties agree that you determine the purpose and means of processing such Personal Information, and Amilia processes such information on your behalf, you acting as a controller and Amilia as a processor under relevant applicable law. In such case, you are responsible to provide the necessary information to the identified or identifiable natural person whose Personal Information are collected, processed, or stored and shall obtain all required consents under applicable laws to allow Amilia and its affiliates, subcontractors, agents and third-party service provides to process such Personal Information in connection with the SmartRec Solution. Upon request, you will provide Amilia with copies of such consent. "Personal Information" means all information or data (regardless of format) that (i) identifies or can be used to identify, contact, or locate an individual, or (ii) that relates to an individual, whose identity can be either directly or indirectly inferred, including any information that is linked or linkable to that individual regardless of the citizenship, age, or other status of the individual. Personal Information includes but is not limited to first and last name; last name plus data regarding birth; phone number; email address; street address; geolocation; customer number or identifier; government identifier; or account number or identifier. "Sensitive Personal Information" is a subset of Personal Information, which due to its nature has been classified by law as deserving additional privacy and security protections. Sensitive Personal Information consists of: (i) all government-issued identification numbers (including social security, passport, national ID and driver's license numbers); (ii) all financial account numbers (including payment or credit card numbers and bank account numbers); (iii) individually identifiable health information; (iv) biometric information; (v) all data obtained from a consumer reporting agency (such as employee background investigation reports, credit reports, and credit scores); and (vi) data elements revealing race, ethnicity, national origin, religion, trade union membership, sex life or sexual orientation, and criminal records or allegations of crimes.

f. Availability. Subject to any emergency maintenance performed on an unscheduled basis and any downtime resulting from such emergency maintenance and except for all planned downtime, Amilia will use commercially reasonable efforts to operate and maintain the SmartRec Solution to make it available 24 hours a day, 7 days a week. The number and the duration of any planned downtime shall be at Amilia's sole discretion, provided, however, that Amilia intends to use commercially reasonable efforts to schedule such planned downtime during evening and weekend hours (Eastern Time).

g. Amilia Representations and Warranties. Amilia represents and warrants to you that: (i) it has all necessary rights in the SmartRec Platform and its intellectual property to grant to you the Licence under this Agreement; (ii) the SmartRec Platform will perform substantially in accordance with the Documentation, and (iii) it shall at all times comply with all applicable laws in connection with providing services under this Agreement, including PCI compliance as defined by the Payment Card Industry Security Standards Council to ensure all credit card information is protected, and that it will continue to meet such standards during the term of this Agreement including any extensions thereto. Amilia does not guarantee that the SmartRec Platform will perform error free or uninterrupted. Customer acknowledges that Amilia does not control the transfer of data over communications facilities, including the internet and that the SmartRec Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. For purposes of this Agreement, "Documentation" means the user guides, online help, release notes, training materials and other documentation provided or made available by Amilia to you regarding the use or operation of the SmartRec Platform, as may be amended from time to time by Amilia, at its sole discretion. EXCEPT AS EXPRESSLY STATED IN THIS SECTION OR AS REQUIRED BY APPLICABLE LAW, THE SMARTREC PLATFORM, THE API AND THE DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS, IMPLIED, OR

STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, AMILIA MAKES NO WARRANTY OF ANY KIND THAT THE SMARTREC SOLUTION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOURS OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

h. Aggregate Statistics. Notwithstanding anything to the contrary in this Agreement, Amilia may monitor your use of the SmartRec Solution and collect and compile data and information related to your use of the SmartRec Solution that is used by Amilia in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SmartRec Solution (the "Aggregate Statistics"). As between Amilia and you, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Amilia. You acknowledge that Amilia may compile Aggregated Statistics based on your data input into the SmartRec Solution. You agree that Amilia may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify you or your Confidential Information.

2. Your Engagement.

a. Use. You shall not use the SmartRec Solution and the Documentation for any purposes beyond the scope of the access granted in this Agreement. You are responsible and liable for all uses of the SmartRec Solution and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. You represent, warrant and covenant that you: (i) shall use the SmartRec Solution as contemplated by this Agreement, (ii) have the sole responsibility for the accuracy, quality, integrity, legality and reliability of your data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the SmartRec Solution, and promptly notify Amilia of any such unauthorized use; (iv) are, and will remain during the Initial Term or any Renewal Term, in compliance with all applicable laws in connection with your use of the SmartRec Solution; and (v) shall use the trademarks, names, references, logos or other marks owned or licensed by Amilia (collectively, the "**Amilia Trademarks**") strictly in accordance with the restrictions and policies that Amilia may provide you with from time to time. You will not, at any time, directly or indirectly, and shall not otherwise permit someone to: (i) license, sublicense, sell, resell, rent, lease, assign, distribute, timeshare or otherwise commercially exploit or make the SmartRec Solution available to any third party, other than as contemplated in this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages using directly or indirectly the SmartRec Solution in violation of applicable law; (iii) send, store or use obscene, threatening, libellous or otherwise unlawful or tortious material using directly or indirectly the SmartRec Solution; (iv) send, store or use any material violating third party rights including, but not limited to, Intellectual Property Rights (as defined herein) or privacy rights using directly or indirectly the SmartRec Solution; (iv) send, store or use material containing harmful computer codes, files, scripts, agents or programs using directly or indirectly the SmartRec Solution; (v) interfere with or disrupt the integrity or performance of the SmartRec Solution or the data contained therein; (vi) attempt to gain unauthorized access to the SmartRec Solution or its related systems or networks; (vii) modify, copy or create derivative works based on the SmartRec Solution or Amilia's Intellectual Property Rights therein; (viii) create internet links to or from the SmartRec Solution, or frame or mirror any content forming any part of the SmartRec Platform other than on your own website for the purposes hereof or otherwise for your own internal business purposes; (ix) disassemble, reverse engineer, decompile, decode, adapt, or otherwise attempt to derive or gain access to the SmartRec Solution, in whole or in part, for any purpose or reason; (x) remove any proprietary notices from the SmartRec Solution or Documentation; or (v) use the SmartRec Solution or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

c. Suspicion of Unauthorized or Illegal Use. Amilia reserves the right to decline any transaction submitted to the SmartRec Platform which Amilia reasonably suspects, in its sole discretion, (i) is in violation of this Agreement or any other Amilia Agreement to which you are a party or is in violation of applicable law, or (ii) exposes either party to harm, including but not limited to fraud and other criminal acts. You hereby grant Amilia authorization to share information with law enforcement about you, your transactions, or your Account if Amilia reasonably suspects that your Account has been used for an illegal or criminal purpose. Amilia will give you prompt advance notice of any impending disclosure of your information to law enforcement and grant you, or your attorneys, the possibility to participate in any police investigation or legal proceeding.

d. Your Content. For the Initial Term or any Renewal Term, you grant a non-exclusive, non-transferable, royalty-free, fully-paid, worldwide license, to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), sublicense,

distribute, prepare derivative works of, or incorporate into other works, and otherwise use, display and perform all acts as may be necessary for Amilia to provide the SmartRec Solution to you regarding any and all information about your goods and services ("**License for your services**"), including any trademarks, trade names, service marks, logos, images, descriptions or other text, telephone numbers, and addresses therein, for any purpose, whether on the Amilia public website, third-party websites, mobile applications, syndicated advertisements or otherwise to, and only to provide the services contemplated by this Agreement, unless otherwise agreed to in writing with Customer. The license rights granted hereby will apply to any form, media, or technology. The creation, distribution, transmission, public display and performance, accessing, downloading and copying of your information pursuant to the license rights granted to Amilia herein, to the best of your knowledge, does not and will not infringe any rights, including but not limited to Intellectual Property Rights or privacy rights, of any third party.

d. Privacy. You acknowledge having reviewed the Amilia Privacy Policy (https://www.amilia.com/legal/privacy) relating to the collection, use and safeguard of the personal information provided to Amilia on its website. If you receive information about others using the SmartRec Solution, you must keep such information confidential and only use it in connection with the SmartRec Solution and your policies relating to the use of information that is confidential or personal or as otherwise permitted by applicable law. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you received express written consent to do so.

e. Your Representations and Warranties. You represent and warrant to Amilia that: (a) you are eligible to register and use the SmartRec Solution and have the right, power, and ability to enter into and perform under this Agreement; (b) the name identified by you when registering is your name or business name under which you sell goods and services; (c) any sales transaction submitted by you will represent a bona fide sale by you; (d) any sales transactions submitted by you will accurately describe your license for your services sold and delivered to your customers; (e) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with your customer; (f) all transactions initiated by you will comply with all applicable laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; and (g) you will not use the SmartRec Solution, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the SmartRec Solution in accordance with the terms of this Agreement.

3. Initial Term, Renewal Term, Suspension and Termination

a. Initial Term. This Agreement (and the Access granted herein) commences upon the Commencement Date and expires on the Expiration Date specified herein, unless otherwise terminated in accordance with the provisions herein. Notwithstanding the foregoing, this Agreement shall be subject to annual budget appropriation, as applicable, and may be extended for additional one-year terms on the Expiration Date (each, a "Renewal Term") and on each successive anniversary of the Expiration Date (each, a "Renewal Date"), , unless and until (i) either party gives written notice of non-renewal at least 60 business days before the Expiration Date or any Renewal Date; or (ii) the Agreement is terminated earlier in accordance with its terms.

b. Suspension. With reasonable advance notice to you, Amilia may suspend your Account and your access to the SmartRec Solution, at its sole discretion, if (i) Amilia reasonably determines in its sole discretion that your use of the SmartRec Solution is causing immediate, material and ongoing harm to the SmartRec Solution (or Amilia's Intellectual property Rights) or its use by others or abuse or excessively frequent requests to the SmartRec Platform via the API, as determined by Amilia in its sole discretion; (ii) Amilia reasonably determines in its sole discretion that your use of SmartRec Solution disrupts or poses a security risk to the SmartRec Solution or to any other customer of Amilia; (iii) Amilia reasonably determines in its sole discretion that you are using the SmartRec Solution for fraudulent or illegal activities; or (iv) if you fail to make any payment to Amilia when due and such failure is not cured within ten (10) days after receipt of a notice from Amilia. Amilia is not liable to you or any other person for any damages resulting from a suspension under these circumstances. Amilia will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you or any End User may incur as a result of a suspension.

c. Termination by either party. This Agreement may be immediately terminated by you or by Amilia: (i) set forth herein and in Sections 6.a or 7.i; (ii) if the other party is in material breach of any of the provisions of the Agreement and such breach is not cured within sixty (60) days after receipt of notice from the non-breaching party; or (iii) if either party commits an Act of bankruptcy. For purposes of this Section 3.c. iii), an "Act of bankruptcy" shall mean, (i) the entry of a decree or order for relief of a party by a court of competent jurisdiction in any involuntary case involving a party under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, or other similar agent for a party or for any substantial Part of a party's assets or property; (iii) the filing with respect to a party of a petition in any such involuntary bankruptcy case, which petition remains un-dismissed for a period of ninety (90) days or which is

dismissed or suspended pursuant to any provision of any United States bankruptcy law, including under the *Federal Bankruptcy Code*; (iv) the commencement by a party of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or (v) the making by a party of any general assignment for the benefit of creditors.

d. Termination by you. To the extent that the Initial Term is for a period exceeding 12 months, you may terminate this Agreement at the expiration of the 12-month period starting as at the Commencement Date of the Initial Term by giving a written notice of 90 days to Amilia. The effective date of such termination shall be at the expiration of such 90-days notice.

e. Effects of Suspension or Termination. Upon suspension or termination of this Agreement, you agree: (i) to immediately deactivate your Account and your access to the SmartRec Platform; (ii) to immediately cease use of the SmartRec Solution; (iii) to discontinue use of any Amilia Trademarks or other Intellectual Property Rights of Amilia and to immediately remove any Amilia Trademarks from your website; (iv) that the Access granted by Amilia to you under this Agreement shall terminate; and (iv) that Amilia may immediately deactivate your Account and your access to the SmartRec Platform and after sixty (60) days, Amilia may delete your Account from Amilia's "live" site. During such 60 days and upon your written request, Amilia will grant you limited access to the SmartRec Platform for the sole purpose of allowing you to retrieve your data, provided you have paid in full all amounts owed to Amilia up to the date of suspension or termination of this Agreement; (v) that you will not be refunded the remainder of any fees that you paid for the SmartRec Solution prior to such termination or suspension; and (vi) that Amilia will not be liable to you for compensation, reimbursement, or damages in connection with your use, termination, suspension of the SmartRec Solution or deletion of your information or account data.

f. Termination Due to Lack of Appropriations. To the extent applicable, all payment obligations under this Agreement are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. You will use reasonable efforts to ensure appropriated funds are available. For the term of this Agreement which extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined by you in good faith. If, in your judgment, sufficient funds are not appropriated to maintain the services set forth in this Agreement the function performed in this Agreement and for the payment of the fees hereunder, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding, provided that you agree to give written notice of termination to Amilia at least ninety (90) written notice prior to the end of its then current fiscal year, stating its reasons for termination. In the event of termination due to a lack of appropriations, you will pay Amilia for all fees and expenses related to the services you have received, or Amilia has incurred or delivered, prior to the effective date of termination. You agree that should it terminate in accordance with this paragraph, it shall not obtain services which are substantially equal to or similar to those for which this Agreement was entered into during the same fiscal year to which the termination applies and this provision shall not be construed to allow you to terminate the Agreement, in order to acquire similar licenses or services from a third party.

4. Confidential Information.

a. "**Confidential Information**" means any information provided by either party (a "**Disclosing Party**") and any information received by the other party (a "**Receiving Party**") in connection with this Agreement, including the terms and conditions of this Agreement, which is not otherwise available to the general public without restriction as well as any and all other Intellectual Property Rights, proprietary knowledge, trade secrets, customer lists or information concerning the Disclosing Party's internal affairs, technical information, specifications, drawings, documentation and "know-how" of every kind and description supplied by the Disclosing Party, or indirectly by any of its affiliates, under this Agreement or otherwise. All Confidential Information of a Disclosing Party is, and shall remain, the exclusive property of the Disclosing Party. The Receiving Party shall treat and protect the Confidential Information of the Disclosing Party as confidential and shall not reproduce or divulge the Confidential Information of the Disclosing Party in whole or in part to any third party, except as authorized in writing by the Disclosing Party or as permitted by this Agreement. The Receiving Party may disclose Confidential Information only to its affiliates, employees, directors, or officers on a "need to know" basis, provided that each such affiliates, employee, director or officer, as applicable, shall have signed a confidentiality undertaking no less restrictive than the provisions of this Section 4. Notwithstanding any provisions contained in this Agreement, the Receiving Party shall not be required to maintain in confidence the following information: (i) information which, at the time of disclosure to the Receiving Party, is in the public domain; (ii) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by the Receiving Party; (iii) information that was in the Receiving Party's possession at the time of disclosure by the Disclosing Party, provided that such information was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis; (iv) information that the Receiving Party can demonstrate resulted from its own research and development, independent of disclosures by the Disclosing Party; or (v) information that the Receiving Party received from third parties, provided that such information was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis.

Notwithstanding anything in this Agreement to the contrary, the Receiving Party may disclose confidential information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar requirement, provided that the Receiving Party promptly, to the extent legally permissible and practicable, notifies the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the confidential information. The Receiving Party shall not oppose and shall cooperate with efforts by the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such confidential information, disclosure of such confidential information may be made without liability. The Receiving Party shall, upon any request by the Disclosing Party, immediately return or destroy the Disclosing Party's Confidential Information and all portions and copies thereof, which are in Receiving Party's possession or control. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 4, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, without the requirement of posting a bond, it being specifically acknowledged by the Parties that any other available remedies are inadequate. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

5. Intellectual Property Rights.

All patents, patent applications, copyright, names, trademarks, service marks, trade dress, know-how, trade secrets, industrial designs, other similar instruments, or rights whether proprietary or otherwise, whether registered or unregistered, and all rights in relation to any of the foregoing which are recognized in any jurisdiction ("**Intellectual Property Rights**") owned or held by Amilia shall always remain Intellectual Property Rights of Amilia. Nothing in this Agreement shall be construed or interpreted as conferring upon you any right or interest in the Intellectual Property Rights owned or held by Amilia, whether in the SmartRec Platform, the API or otherwise, other than as expressly set forth in this Agreement. All data entered or uploaded by you, except for transaction data shared with the user, is your sole and exclusive property. Amilia is free to use or disclose any comments or ideas that you submit to Amilia without any compensation to you. You further acknowledge that, by acceptance of your suggestions for any feature or aspect of the SmartRec Platform or the API, Amilia does not waive any rights to use similar or related ideas previously known to Amilia, or developed by your employees, or obtained from sources other than yours.

6. Liability

a. Amilia Liability. To the full extent permitted by applicable law and subject to Section 6.c., Amilia, at its own expense, will defend and indemnify you from and against all claims, suits and proceedings ("**Claims**") (i) alleging that the SmartRec Platform, and your use of the SmartRec Platform in accordance with this Agreement, infringes the Intellectual Property Rights or other rights of a third party; (ii) arising out of Amilia's breach of Section 4 (Confidential Information); (iii) arising out of Amilia's breach of Section 1.g. (Amilia Representations and Warranties); or (iv) arising out of the negligence or wilful misconduct by its employees or agents. If a Claim is brought or threatened against you alleging infringement of the Intellectual Property Rights of a third party, Amilia will, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license (or other rights) that will protect you against such Claim without cost to you; (b) to modify or replace all or portions of the SmartRec Platform as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement. The rights and remedies granted to you in this section state Amilia's entire liability, and are your exclusive remedy, with respect to any claim of infringement of the Intellectual Property Rights of a third party. [This Section will not apply to the extent that the alleged infringement arises from: (A) use of the SmartRec Solution in combination with data, software, hardware, equipment, or technology not provided by Amilia or authorized by Amilia in writing; (B) modifications to the SmartRec Solution not made by Amilia; (C) your data or Content.

b. Your Liability. To the full extent permitted by applicable law and subject to Section 6.c., you will, at your own expense, defend and indemnify Amilia, its shareholders, affiliates, directors, officers, affiliates, agents, employees and representatives (the "**Amilia Parties**") harmless from and against all Claims (i) alleging that your data or any of your trademarks, or Amilia's use thereof in accordance with this Agreement, infringes the Intellectual Property Rights or other rights of, or has caused harm to, a third party; (ii) arising out of your breach of Section 4 (Confidential Information); (iii) arising out of your access to or use of the SmartRec Solution other than in accordance with the terms of this Agreement; (iv) arising out of your breach of Section 2 e) (Your Representations and Warranties); or (v) arising out of the negligence or wilful misconduct by you or any of your employees or agents; and will hold the Amilia Parties harmless from and against all liability, damages, expenses and costs finally awarded or agreed to be paid

in settlement (including, without limitation, reasonable legal fees) (collectively, "**Losses**") to the extent based upon such a Claim.

c. Limitation of Liability

(i) IN NO EVENT SHALL (I) EITHER PARTY, (II) ITS RESPECTIVE SUPPLIERS OR LICENSORS, AS APPLICABLE OR (III) ANY OF THE RESPECTIVE AFFILIATES, AGENTS, SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE, BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE SMARTREC PLATFORM OR THE API.

(ii) UNDER NO CIRCUMSTANCES WILL AMILIA BE RESPONSIBLE FOR: (A) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (B) LOSS OF GOODWILL OR REPUTATION; (C) ANY DAMAGE OR LOSS RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SMARTREC PLATFORM, THE API, YOUR ACCOUNT, THE SMARTREC PLATFORM SERVERS OR ANY INFORMATION CONTAINED THEREIN (EXCEPT FOR BREACHES OF AMILIA'S OBLIGATIONS RELATING TO PERSONAL INFORMATION OR SENSITIVE INFORMATION AS DESCRIBED IN SECTION 1.e.); (B) LOSS OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SMARTREC PLATFORM OR THE API (EXCEPT TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW); (C) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SMARTREC PLATFORM OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA; (D) ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE SMARTREC PLATFORM OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OF AMILIA; (E) ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION PROVIDED BY YOU OR ANY THIRD PARTY; (F) COST OF REPLACEMENT GOODS OR SERVICES, AND/OR (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGACONDUCT OF ANY THIRD PARTY, IN EACH CASE REGARDLESS OF WHETHER AMILIA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(iii) WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION AND EXCEPT FOR LIABILITY ARISING OUT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA, THE CUMULATIVE LIABILITY OF (I) AMILIA, (II) SUPPLIERS OR LICENSORS OF AMILIA, AND (III) ANY OF THE RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF ACCESS FEES PAID BY YOU TO AMILIA DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY OR THE LOSS. THE LIMITATIONS APPLY EVEN IF AMILIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND SUCH DAMAGE FAILS TO ITS ESSENTIAL PURPOSE.

d. Amilia Insurance coverage. Amilia will, at its expense and at all times during the Initial Term or any Renewal Term, hold and maintain commercially reasonable insurance policies, as determined by Amilia in its own discretion.

7. General Terms

a. Disputes; Choice of Law; Jurisdiction and Venue. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the state of Delaware, without regard to conflict of law rules and to the exclusive jurisdiction of the courts of the state of Delaware for any legal controversy arising in connection with this Agreement. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS PROVISION, IN THE EVENT OF ANY VIOLATION OF THIS AGREEMENT, EITHER PARTY MAY INITIATE AN ACTION SEEKING INJUNCTIVE RELIEF BEFORE ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF DELAWARE.

b. No Waiver or Limitation. A party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. This Agreement does not limit any rights that either party may have under trade secret, copyright, patent, or other laws.

c. Right to Change. At any time during the Initial Term or any Renewal Term, Amilia has the right to change, delete, discontinue, or impose conditions on any feature or aspect of the SmartRec Platform or the API that Amilia in its sole discretion deem to be reasonable in the circumstances, including by way of a notice on its website, by email or any other website maintained or owned by Amilia for the purposes of providing services in connection with this Agreement, provided that the SmartRec Platform shall continue to perform substantially in accordance with the Documentation. Any use of the SmartRec Platform after its publication of any such changes shall constitute your acceptance of such change.

d. Amendment. Unless otherwise stated in this Agreement, this Agreement may not be amended or modified except in writing signed by both parties.

e. Disclosures and Notices. You agree and accept that Amilia can provide disclosures and notices regarding the SmartRec Platform and the API to you by

posting such disclosures and notices on its website or emailing them to the administrator's email address listed in your Account. Any use of the SmartRec Platform after its publication of any such changes shall constitute your acceptance of such change.

f. Independent Contractor. Nothing in this Agreement shall be construed in any manner to create between the parties the relationship of joint venturers or partners, employer and employee, master or servant. Neither party shall be obligated nor bound by any agreements, representations or warranties made by the other party.

g. Successors and Assignment. This Agreement is binding upon the parties and their respective successors and permitted assigns.

h. Third Party Platforms and Links to Other Websites. You may be offered services, products and promotions provided by third parties and not by Amilia, and the Amilia website may contain links to third-party websites as a convenience to you. If you decide to use these third-party services, you will be responsible for reviewing and understanding the terms and conditions associated with these services. Amilia is not responsible for the performance of these services and does not approve of, endorse, or warrant the performance of these services. When you use any such link to go from Amilia's websites to another website, the Amilia Privacy Policy is no longer in effect.

i. Force Majeure. "**Force Majeure Event**" means fire, telecommunications failures, utility failures, power failures, equipment failures, labour strife, riots, war, terrorist attack, public health emergency, non-performance of vendors or suppliers, acts of God or other cause over which the Affected Party has no reasonable control. If either party (an "**Affected Party**") is delayed from performing any of its obligations (except payment obligations) under this Agreement because of a Force Majeure Event then performance is excused for the period of the delay to the extent the delay is due to a Force Majeure Event and the Affected Party will not be in default under this Agreement. As soon as reasonably practicable after the start of a Force Majeure Event, the Affected Party will give to the other party written notice of the nature and expected duration of such event. If the delay continues for more than 15 days, then the party entitled to performance may give to the Affected Party notice of immediate termination of this Agreement.

j. Entire Agreement. These terms and conditions and the content of this Agreement to which this Appendix A is attached constitute the entire agreement between the parties with respect to the matters covered by such Software as a Service Agreement and this Appendix A.

k. Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

l. Survival. Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement remain in effect in accordance with its terms upon the termination of this Agreement, including without limitation Sections 3 and 4 of this Agreement.

m. Currency. Monetary amounts stated, advanced, paid or calculated in or pursuant to this Agreement are and shall be stated, advanced, paid or calculated in United States dollars.

n. Counterpart. This Agreement may be executed in any number of counterparts, and each such counterpart hereof will be deemed to be an original instrument, but all such counterparts together will constitute but one agreement. Transmitted copies (reproduced documents that are transmitted via photocopy, facsimile or any other process that accurately transmits the original, for example by email receipt of scanned documents) are considered documents equivalent to original documents and signatures so transmitted and received shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding, and enforceable by and against the parties.

Board Action Form

MEETING DATE	4/09/2024			
TITLE	Residential Solid Waste, Yard Waste, Recycling Collection & Disposal Final RFP			
SUBMITTED BY	Name & Title: Jordin Alexander, Chief of Staff Department: Administration			
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)	☒ 1st Reading	☒ 2nd Reading	☐ Public Hearing	☒ 3rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R040924H	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ 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	

Form Revised: 03/20/2019

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)	Considering growing concerns from residents and HOAs surrounding trash collection in Fishers, the City is exploring the potential of a city-wide trash collection contract to provide waste and recycling collection services to residents in single family residences. The City is requesting proposals from eligible contractors by way of the attached RFP. The approach to collecting proposals allows for a negotiation period with offerors, following the collection of proposals from contractors.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	
	Expenditure $:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	Approve
	2.	Deny
	3.	
	4.	

PROJECT TIMELINE	Board of Works ("BPW") Adopts Proposed RFP---- Feb 27, 2024 City Publishes Notice of Intent to Issue RFP--------- March 4, 2024 Deadline to Submit Comments on Proposed RFP---- April 3, 2024 BPW Adopts Final RFP---------- April 9, 2024 City Publishes Notice of RFP---------- April 15, 2024 Deadline to Submit Proposals---------- June 1, 2024 (Due by 10:00 AM) Negotiations With Offerors (if any) ---------- June-July 2024 BPW Public Hearing on Contract & Resolution----- July 9 or 23, 2024 Common Council Rate Ordinance & Public Hearing -----Aug-Oct 2024 Services to Begin---------- January 1, 2025
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Adopt Proposed RFP
SUPPLEMENTAL INFORMATION (List all attached documents)	

RESOLUTION NO. R040924H

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY ADOPTING FINAL REQUEST FOR PROPOSAL FOR RESIDENTIAL SOLID WASTE, YARD WASTE, AND RECYCLING COLLECTION AND DISPOSAL PURSUANT TO INDIANA CODE § 36-9-30-5.3

WHEREAS, pursuant to Indiana Code §36-9-30-1 *et seq*. and specifically §36-9-30-5.3 (the "Act"), the City of Fishers Board of Public Works & Safety (the "Board") is authorized to enter into a contract or agreement with any person upon such terms as may be agreed upon for the collection and disposal of solid waste (the "Services");

WHEREAS, on February 27, 2024, the Board adopted Resolution No. 022724A, which included a proposed request for proposals for residential solid waste, yard waste, and recycling collection and disposal ("Proposed Request for Proposals") for the Services;

WHEREAS, the Board duly published a public notice concerning the Proposed Request for Proposals ("Public Notice") and allowed a period of more than thirty (30) days for submission of comments on the scope or content of the Request for Proposals;

WHEREAS, pursuant to Ind. Code §36-9-30-5.3, after the thirty (30) day comment period, the Board may adopt a final Request for Proposals and set a date and place for the submission of proposals;

WHEREAS, the Board (1) shall evaluate the proposals it receives as to net cost or revenues; and (2) may, in a manner consistent with provisions set forth in the Request for Proposals, evaluate the proposals on the basis of additional factors such as (A) the technical evaluation of facility design, (B) net energy efficiency, (C) environmental protection, (D) overall system reliability, and (E) the financial condition of the proposer;

WHEREAS, the Board may negotiate with any responsible proposer;

WHEREAS, after giving public notice including the date, time, and place of the hearing, the Board shall hold a public hearing at which the public may submit comments on the contract to be awarded;

WHEREAS, after the public hearing, the Board shall make a contract award to the responsible proposer selected based on a determination by the Board that the selected proposal is the most responsive to the needs of the municipality; and

WHEREAS, the Board now desires to adopt the final Request for Proposals attached hereto as Exhibit A and incorporated herein ("Final Request for Proposals and Qualifications").

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 packet set forth in Exhibit A as the Final Request for Proposals and Qualifications with a response date of June 1, 2024, at 10:00 a.m., as more fully set forth in the Final Request for Proposals and Qualifications.

Section 2. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 9th Day of April 2024.

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

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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

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

CITY OF FISHERS, INDIANA

Request for Proposals and Qualifications

RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL

Issued: _____

Deadline for Proposals: _____

Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

SUMMARY OF THE REQUEST FOR PROPOSALS

I. Executive Summary/Introduction

The City of Fishers, Indiana (the "City") is pleased to present this Request for Proposal ("RFP") to prospective entities (the "Offeror(s)") interested in submitting proposals and statements of qualifications ("Proposal(s)") to provide for residential solid waste, yard waste, and recycling collection and disposal within the City (the "Services").

Sealed Proposals in response to the City's RFP may be received by the City at the Fishers City Services Building Attn: Jordin Alexander, 3 Municipal Drive, Fishers, IN 46038, until June 1st, 2024 @ 10 a.m., local time. The Proposal should be clearly marked "PROPOSAL ENCLOSED Residential Solid Waste, Yard Waste, Recycling Collection and Disposal" on the outside of the envelope, and as otherwise set forth in the RFP Documents.

General Services Description

In general, the Services outlined in this RFP consist of weekly pick-up of bagged, containerized and/or bundled household Solid Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City and disposal. The Services may also include weekly Yard Waste collection, and Solid Waste and Recycling collection and disposal for designated City Facilities, all as required by the RFP Documents, the Contract Between the City of Fishers, Indiana and Contractor, and the City of Fishers Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Specifications (the "Specifications"). Once the City selects the contractor, the City anticipates that the City will adopt rates and charges for the Services and collect monthly fees from the Residential Units as otherwise set forth in the Contract and Specifications; however, the City is willing to consider alternative proposals for direct billing and collection by the contractor if the City determines it to be in its best interest.

Overview of Proposal/Bid Requirements

The City is using an RFP process in which Offerors will submit bids based on the Specifications and Contract as set forth in the RFP Documents (the "Bid(s)"), along with additional information concerning the Offeror's qualifications and plan for the Services. The Bid will constitute an offer from the Offeror to provide the Services to the Specifications under the terms of the Contract and in conformance with the RFP Documents.

In addition, Offerors may submit with their Proposal proposed alternatives, if any, to the Specifications and Contract, along with a statement of resulting change in price in the event the City determines to alter the Specifications and Contract as proposed. However, any such proposed revisions will have no impact on the Offeror's Bid, which may be accepted by the City without any of the alternatives separately included in the Offeror's Proposal.

Following receipt of the Proposals, the City may accept any Bid to the original Specifications and Contract and proceed with entering into the Contract with such Offeror, or may conduct discussions with Offerors, negotiate with Offerors, and/or enter into an amended contract with revised specifications that the City determines to meet the City's needs and be in the best interest of the City and its residents.

II. Procurement Process

Pursuant to Indiana Code 36-9-30-5.3, the City is authorized to solicit proposals, to conduct discussions with Offerors, to have eligible Offerors revise their proposals, and to negotiate best and final offers with responsible Offerors who submit proposals that the City determines to be reasonably susceptible of being selected for award of the Services. Prior to issuing the final RFP, the City will accept comments on the RFP for the City's consideration.

Questions regarding this RFP should be submitted in writing via email to alexanderj@fishers.in.us. The City may, in its sole discretion, respond to submitted questions. All responses to submitted questions will be made available in written format and available to other Offerors upon request.

An approximate schedule of the procurement process is as follows:

Board of Works ("BPW") Adopts Proposed RFP	Feb 27, 2024
City Publishes Notice of Intent to Issue RFP	March 4, 2024
Deadline to Submit Comments on Proposed RFP	April 3, 2024
BPW Adopts Final RFP	April 9, 2024
City Publishes Notice of RFP	April 15, 2024
Deadline to Submit Proposals	June 1, 2024 (Due by 10:00 AM)
Negotiations With Offerors (if any)	June-July 2024
BPW Public Hearing on Contract & Resolution	July 9 or 23, 2024
Common Council Rate Ordinance & Public Hearing	Aug-Oct 2024
Services to Begin	January 1, 2025

This schedule is subject to modification at the discretion of the City.

III. Proposal Contents

Each Offeror should submit its Proposal in accordance with the Instructions to Offerors included in the RFP Documents. Proposal packets should include:

- **Cover Letter**

The Proposal should be accompanied by a cover letter that designates the Offeror's preferred contact person and office in charge (name, phone number, email address) for all correspondence through the RFP process.

- **Bid**

Each Proposal must include a completed Bid Form based on the Contract and Specifications as set forth in the final RFP documents, and must including additional materials required by the RFP Documents (e.g., Form No. 96, Bid Bond, Signature Affidavit, Affidavit of Non-Collusion and Acknowledgment of Exclusive Authority, and Non-Discrimination Affidavit).

- **Services Plan, Approach, and Proposal Alternatives**

Describe the Offeror's plan and approach to the Services, including a description of the project team, credentials of key project team members, and roles and responsibilities.

If the Offeror believes the City should consider changes to the Specifications or Contract, provide specific proposed changes and explain how the change, if accepted by the City, will impact the price for the Services, including the specific amount of prices to be increased or decreased based on the proposed changes.

- **Experience and City Residential Contracts**

List no more than five (5) projects led by Offeror that are most representative of Offeror's performance in the delivery of services similar to this RFP. The total number of projects submitted by an Offeror shall not exceed five (5) reference projects in the aggregate for all team members. List all service addresses within the City in which the Offeror currently provides residential solid waste, yard waste, and/or recycling collection and disposal, along with the contract date and term for each customer.

- **Qualifications**

Include in the main narrative of the Proposal a description of the Offeror's qualifications to perform the Services in accordance with the requirements of the RFP. Provide (3) three references from past projects, including project name and contact information of the owner or owner's representative.

Provide a statement of the Offeror's financial capacity relative to the scope of the Services. State whether the Offeror or any of its team members, officers, principals, or shareholders have filed bankruptcy, voluntarily or involuntarily, or has defaulted on a loan or other financial obligation in the past ten (10) years.

List any lawsuits filed against the Offeror or its affiliates in the last 5 years, and the current status of the lawsuit or resolution. Describe any pending or contemplated litigation or conflicts of interest which are material to the Offeror's business, financial condition, or qualifications for the Services.

- **Affidavit of Non-Collusion and Acknowledgement of Exclusive Authority**

Each Offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with the RPF process, and acknowledge the City's exclusive authority to contract with one or more Offerors for the Services within the City, by executing and returning with its Proposal the Affidavit of Non-Collusion and Acknowledgment of Exclusive Authority in the form set forth in the RFP Documents.

IV. Proposal Evaluations

The City's decision to enter into a contract with an Offeror will be made primarily on the basis of the most advantageous price to the City and its residents for the most advantageous services by a qualified Offeror, and may also include consideration of Services approach, ability to provide the Services in a timely and professional manner, cost considerations, impact on the City's other services and infrastructure, and ability to deliver the City with the best value and public benefit over the life of the Services, and the best interests of the City and its residents. The City reserves the right to reject all offers and shall make a decision it believes is in the best interest of the City.

The City may investigate the qualifications of any Offeror, require confirmation of information furnished, and require additional evidence of qualifications. The City also reserves certain rights, including, but not limited to, the following: (a) Accept a Bid and proceed to Contract; (b) Reject any or all Proposals; (c) Issue subsequent RFPs; (d) Cancel the entire RFP; (e) Remedy any errors in the RFP process; (f) Appoint additional persons or committees to review qualifications and Proposals; (g) Seek the assistance of outside technical experts in evaluation; (h) Approve or disapprove of the use of particular subcontractors; (i) Establish a shortlist of eligible Offerors for discussions or negotiations after review of Proposals; (j) Negotiate with any or all Offerors: (k) Solicit best and final offers from all, some, or none of the Offerors; (l) Enter agreements with all, some, or none of the Offerors; (m) Waive informalities and irregularities in the RFP; and (n) Enter a Contract without additional discussions or negotiations. Any decision made by the City, including selection of a Proposal, shall be final and is not subject to appeal.

V. Assumption of Liability

The City and its advisors and consultants assume no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Offeror.

In no event shall the City or its advisors or consultants be bound by, or be liable for, any obligations with respect to the Service until such time (if at all) a written agreement, in form and substance satisfactory to the City, has been executed and authorized by the City. It is an express condition of tender and consideration of any proposal that the Offeror release the City and all its elected and appointed officials, representatives, attorneys, accountants, consultants, engineers and employees from all causes of action, suits, claims or demands which may arise as a result of any decision made as a result of this RFP.

Any and all information made available to the Offerors is made for convenience purposes and is without representation or warranty of any kind.

NOTICE OF INTENT TO ISSUE REQUEST FOR PROPOSALS

CITY OF FISHERS, INDIANA
Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

Pursuant to Indiana Code 36-9-30-5.3, notice is hereby given that the City of Fishers, Indiana (the "City") intends to issue a Request for Proposals and Qualifications ("RFP") for Residential Solid Waste, Yard Waste, Recycling Collection and Disposal within the City (the "Services"). In general, the proposed Services consist of weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City and disposal. The Services may also include Solid Waste and Recycling collection and disposal for designated City Facilities.

Beginning on March 4, 2024, the proposed RFP may be viewed by the general public during business days, 8:30 a.m. to 4:30 p.m., at the following location:

Fishers City Services Building (Front Desk)
3 Municipal Drive
Fishers, IN 46038

The RFP may also be viewed online at https://fishers.in.gov. Questions regarding the RFP should be submitted in writing via email to alexanderj@fishers.in.us.

The City will further receive written comments on the proposed RFP until **April, 3, 2024 @ 10:00 a.m.**, local time, to the City of Fishers, Attn: Residential Solid Waste RFP Comments, Fishers City Hall, 3 Municipal Drive, Fishers, IN 46038, or emailed to _alexanderj@fishers.in.us. Comments may address the scope or contents of the proposed RFP. Following the completion of the comment period, the City may issue the RFP as originally proposed or as may be modified.

City of Fishers, Indiana

NOTICE OF REQUEST FOR PROPOSALS

CITY OF FISHERS, INDIANA
Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

Notice is hereby given that Sealed Proposals for Residential Solid Waste, Yard Waste, Recycling Collection and Disposal (the "Services") will be received by the City of Fishers, Indiana (the "City"), Fishers City Services Building Attn: Jordin Alexander, Fishers City Hall, 3 Municipal Drive, Fishers, IN 46038, until **June 1st, 2024 @ 10 a.m.**, local time. The Proposal should be clearly marked "PROPOSAL ENCLOSED Residential Solid Waste, Yard Waste, Recycling Collection and Disposal" on the outside of the envelope, and as otherwise set forth in the RFP Documents. The Proposals will be publicly opened at 11 a.m. on June 1, 2024, at Fishers City Services Building and then taken under advisement.

In general, the Services outlined in the RFP consist of weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City and disposal. The Services may also include Solid Waste and Recycling collection and disposal for designated City Facilities, all as required by the RFP Documents, the Contract Between the City of Fishers, Indiana and Contractor, and the City of Fishers Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Specifications (the "Specifications"). Copies of the RFP Documents may be examined without charge at the Fishers City Services Building, 3 Municipal Drive,(Front Desk)Fishers, Indiana 46038, or is available online at https://fishers.in.gov.

Proposals are required to include a Bid based on the Contract and Specifications as set forth in the RFP Documents but may also propose alternative contract terms and specifications for the Services. Any such alternative proposals should include a statement of the impact of each proposed alternative on the price. Proposals must be submitted on the forms in the RFP Documents, must contain the names of every person or company interested therein, and shall be accompanied by:

(1) Indiana State Board of Accounts Revised Form No. 96 as required in the Instruction to Proposers, including a financial statement, a statement of experience, a proposed plan or plans for performing the Services and the equipment the Proposer has available for the performance of the Services;

(2) Bid Bond or certified check in the amount of ten percent (10%) of the total Bid amount, including alternates with a satisfactory corporate surety or on a solvent bank. The Bid Bond or certified check shall be evidence of good faith that the successful Proposer, if the original Bid is accepted, will execute the Contract as included in the RFP Documents. The Bid Bond or certified check shall be made payable to the City.

Any Bid may be withdrawn prior to the scheduled closing time for receipt of Bids, but no Proposer shall withdraw its Bid within one hundred eight (180) days after the actual opening of the Bids.

All Bid Bonds and certified checks of unsuccessful Offerors will be returned upon selection of the successful Proposer and execution of the Contract, and provision of the required Performance and Payment Bonds.

A Performance Bond with good and sufficient surety, acceptable to the City, on the form enclosed, shall be required of the successful Proposer in an amount equal to at least one hundred percent (100%) of the Contract Sum for one (1) year, conditioned upon the faithful performance of the Contract.

The Contractor shall execute a Payment Bond to the City, approved by the City, on the form enclosed, and for the benefit of the City, in an amount equal to one hundred percent (100%) of the Contract Sum for one (1) year. The Payment Bond is binding on the Contractor, its subcontractors and material suppliers, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The Payment Bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The surety of the Payment Bond may not be released until one (1) year after the City's final settlement with the Contractor.

All out-of-state corporations must have a certificate of authority to do business in the State. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204.

At the City's discretion, to further assist in its evaluation, one or more responding Offerors may be requested to participate in discussions or negotiations. The City may accept any Bid as submitted, or alternatively may negotiate with Offerors on the scope of services, specifications, contract terms, or any other aspect of the RFP. The City reserves the right to reject and/or cancel any and all Bids or Proposals, and/or to waive any informalities, solicitations and/or offers in whole or in part as specified in the solicitation when it is not in the best interests of the governmental body as determined by the purchasing agency in accordance with IC 5-22-18-2.

City of Fishers, Indiana

INSTRUCTIONS TO OFFERORS

1. Defined Terms. Terms used in these Instructions to Offerors, which are defined in the Specifications and shall have the meanings assigned to them in the Specifications. Certain additional terms used in these Instructions to Offerors have the meanings indicated below, which are applicable to both the singular and plural thereof.

1.1 Offeror - One who submits a Proposal directly to the City.

1.2 Successful Offeror - The Offeror to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

2. Copies of RFP Documents

2.1 Complete sets of the RFP Documents may be obtained as stated in the Notice of Request for Proposals.

2.2 Complete sets of RFP Documents shall be used in preparing Proposals; the City assumes no responsibility for errors from the use of incomplete RFP Documents.

2.3 The City in making copies of RFP Documents available on the above terms does so only for the purpose of obtaining Proposals and does not confer a license or grant for any other use.

3. Qualifications of Offerors. To demonstrate qualifications to perform the Services, each Proposal must include written evidence, such as financial data, previous experience, present commitments, equipment manufacturers to be used, a list of key personnel proposed for the Services along with their experience. The evaluation of the Offeror's qualifications will be based on all of the written evidence presented. Each Proposal must contain evidence of Offeror's qualification to do business in the State of Indiana or covenant to obtain such qualification prior to award of the Contract.

4. Examination of RFP Documents.

4.1 It is the responsibility of each Offeror before submitting a Proposal to:

4.1.1 Examine thoroughly the RFP Documents;

4.1.2 Visit the site to become familiar with and satisfy Offeror as to the general service and local conditions that may affect cost, progress, performance or furnishing of the Services;

4.1.3 Consider federal, state and local law and regulations that may affect cost, progress, performance or furnishing of the Services;

4.1.4 Study and carefully correlate Offeror's knowledge and observations with the RFP Documents; and

4.1.5 Promptly notify the City of all conflicts, errors, ambiguities or discrepancies, which Offeror discovers in the RFP Documents.

4.2 Before submitting a Proposal, each Offeror will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions which may affect cost, progress, performance or furnishing of the Services or which relate to any aspect of the means, methods, techniques, sequences or procedures to be employed by Offeror and safety precautions and programs incident thereto or which Offeror deems necessary to determine its Proposal for performing the Services in accordance with the time, price and other terms and conditions of the RFP Documents.

4.3 Reference is made to the Specifications for the identification of the general nature of Services that are to be performed for which a Proposal is to be submitted.

4.4 The submission of a Proposal will constitute an incontrovertible representation by Offeror that Offeror has complied with every requirement, that without exception the Proposal is premised upon performing the Services required by the RFP Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown or indicated or expressly required by the RFP Documents, that Offeror has given the City written notice of all conflicts, errors, ambiguities and discrepancies that Offeror has discovered in the RFP Documents and the written resolutions thereof by the City is acceptable to Offeror, and that the RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Services

5. Availability for Services. The lands upon which the Services are to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Services are identified in the RFP Documents. All additional lands and access required for temporary facilities, equipment, or storage of materials and equipment to be incorporated in the Services are to be provided by and at Contractor's cost.

6. Interpretations and Addenda

6.1 All questions about the meaning or intent of the RFP Documents are to be directed to the City. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by written Addenda, mailed or delivered to all parties recorded by the City as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for receiving of Proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2 Addenda may also be issued to modify the RFP Documents as deemed advisable by the City.

7. Bid Security

7.1 Each Proposal must be accompanied by Bid security made payable to the City in an amount stated in the Notice of Request for Proposals and in the form of a certified check or a Bid Bond (on the form attached) issued by a Surety meeting the requirements of the RFP Documents.

7.2 The Bid security of the successful Offeror will be retained until such Offeror has executed the Contract, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the successful Offeror fails to execute and deliver the Contract and furnish the required contract security within seven (7) days of the time specified in the Notice of Award, the City may annul the Notice of Award and the Bid security of that Offeror will be forfeited. The Bid security of other Offerors whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of seven (7) days after the execution of the Contract or the time specified in the Notice of Request for Proposals, whereupon Bid security furnished by such Offerors will be returned. Bid security with Proposals which are not competitive will be returned within seven (7) days after the Proposal opening.

8. Substitute and "Or-Equal" Items. The Contract, if awarded, will be on the basis of the Services described in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the City, application for such acceptance will not be considered by the City until after the execution of the Contract.

9. Bid Form.

9.1 The Bid Form is included with the RFP Documents.

9.2 All blanks on the Bid Form must be completed by printing in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.

9.3 Bids must be attached to State Form 96.

9.4 Bids by partnerships must be executed in the partnership name and signed by the general partner, whose title must appear under the signature, and official address of the partnership must be shown below the signature.

9.5 All names must be typed or printed in blue ink below the signature.

9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

9.7 The address and telephone number for communications regarding the Bid must be shown.

9.8 Evidence of authority to conduct business as an out-of-state corporation in the State of Indiana shall be provided, if necessary.

9.9 In all unit price items, the Offeror shall fill in the unit price for each item and in addition thereto make an extension based on the estimated quantities.

9.10 "Residential Unit Monthly" prices in the Bid Form for the Base Bid and each Base Bid Alternate must include a $2 City administrative fee per Residential Unit; however, the gross bid amount for the Base Bid Calculation and Base Bid Alternate Calculations should not include the $2 fee per Residential Unit. By way of example, if the Offeror's Base Bid Price in the first year is $10 per month per Residential Unit, the Base Bid Calculation in the Bid Form for the 1st year Price would be $4,152,000 ($10 x 12 x 34,600), and the Residential Unit Monthly for the 1st year Price would be $12 ($10 Offeror's fee per Residential Unit plus $2 City administrative fee Per Residential Unit).

10. Submission of Proposals. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be enclosed in an opaque sealed envelope, marked with the required title marked "PROPOSAL ENCLOSED Residential Solid Waste, Yard Waste, Recycling Collection and Disposal" and name and address of Offeror and accompanied by the Bid Security and other required documents. If the Proposal is sent through the mail or other delivery system, the sealed opaque envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED."

11. Forfeiture/Termination of Existing Contracts within City. In submitting a Proposal, each Offeror accepts the City's authority to contract with a Successful Offeror for the exclusive

provision of residential solid waste, yard waste, and recycling collection and disposal services within the City, and the Offeror agrees and acknowledges that any of Offeror's existing contracts for residential solid waste, yard waste, and/or recycling collection and disposal service within the City are forfeited and may be terminated by the residential customer and/or City, irrespective of whether Offeror is selected by the City for the Services, as of January 1, 2025. Bids shall include a list of all service addresses within the City in which the Offeror currently provides residential solid waste, yard waste, and/or recycling collection and disposal, along with the contract date and term for each customer.

12. Opening of Proposals. Proposals will be opened and at the place designated in the Notice of Request for Proposals. An abstract of the amounts of the base Bids and Alternates (if any) will be made available to Offerors after the opening of Proposals.

13. Bids to Remain Subject to Acceptance. All Bids shall remain subject to acceptance for the time stated in the Notice of Request for Proposals, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date. Offerors are notified that the actual scheduled date for Service performance is anticipated to be January 1, 2025. As such, the City will not actually award the Contract until approximately October 1, 2024. Contractor agrees by submitting a Bid to hold the Bid open until November 1, 2024.

14. Award of Contract

14.1 The City reserves the right to reject any and all Proposals, including without limitation the right to reject any and all nonconforming, non-responsive, or conditional Bid and to reject the Bid of any Offeror if the City believes that it would not be in the best interest to make an award to that Offeror, whether because the Bid is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City reserves the right to waive any and all informalities and to negotiate contract terms with the successful Offeror. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

14.2 In evaluating Proposals, the City will consider the qualifications of the Offeror, whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

14.3 The City may consider the qualifications and experience of suppliers, and other persons and organizations proposed for those portions of the Services as to which the identity of other persons and organizations must be submitted as provided in the RFP Documents. The City also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Services when such data is required to be submitted prior to Notice of Award.

14.4 The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Offerors, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Services in accordance with the RFP Documents to the City's satisfaction within the prescribed time.

14.5 If the Contract is to be awarded, it will be awarded to the Offeror whose evaluation by the City indicates to the City that the award will be in the best interests of the Services. Each Offeror agrees to waive any claim it has or may have against the City, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal.

14.6 If the Contract is to be awarded, the City will give the successful Offeror a Notice of Award after the day of the Proposal opening.

15. Notice of Award and Award Procedure. Prior to execution of the Contract, the City will issue to the successful Offeror a Notice of Award stating that its Bid was the responsible and responsive bid and that the enclosed Contract is submitted for execution without further negotiation. If the successful Offeror finds it in accordance with the RFP Documents, it is to be returned to the City by certified mail or in person after receipt for further execution and with the caution that a Contract will not exist until it is signed by all signatories required. Failure to execute the proper Contract and furnish the ancillary documents shall constitute reason for surrender of the Bid Bond or certified check.

16. Contract Security. The Specifications, Contract and the enclosed Performance and Payment Bond forms set forth the City's requirements as to performance and payment bonds. When the successful Offeror delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds on the attached forms.

17. Signing of Contract. Contractor shall sign and deliver at least three (3) counterparts of the Contract and attached documents to the City with the required Bonds. The City shall deliver one (1) fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Specifications with appropriate identification.

18. Indiana Revised Form 96. Each Offeror shall submit State of Indiana, Revised Form 96 with and as a part of their Bid.

REQUEST FOR CLARIFICATION

RFC #_____
(To be completed by City)

Date: _____
Services: _____
City: _____
Contractor: _____
_____
_____

Phone #:_____

Fax #:_____

Ref. Spec. Sect. _____

Clarification Request:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____ Response needed by:_____

Note: Any responses will be made in writing and made available to all offerors.

BID FORM

[SEE NEXT PAGE FOR FORM]

BID BOND

BIDDER / PRINCIPAL (Name and Address):

SURETY (Name and Address of Principal Place of Business):

CITY City of Fishers, Indiana

CONTRACT: Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Contract:

BID

Bid Due Date:

BOND

Bond Number:

Date: (Not earlier than Bid due date):

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

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

"Bidder"		"Surety"	
Company:	_____	Company:	_____
Signature:	_____	By:	_____
Printed:	_____	Printed:	_____
Title:	_____	Counter-signed:	_____

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay City upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be City's sole and exclusive remedy upon default of Bidder. Surety is held and firmly bound unto City in the full and just sum equal to ten percent (10%) of the price stated in the Bid, including accepted alternates, if any, to be paid

upon demand of the City, plus interest at the maximum legal rate from date of demand and any attorneys' fees and court costs incurred by City to enforce this Bid Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required (or any extension thereof agreed to in writing by City) the executed Contract, Performance and Payment Bonds required.

3. This obligation shall be null and void if:

3.1 City accepts Bidder's Bid and Bidder delivers within the time required (or any extension thereof agreed to in writing by City) the executed Contract, Performance and Payment Bonds and other documentation required to be delivered prior to commencement of Services, or

3.2 All Bids are rejected by City.

4. Payment under this Bond will be due and payable upon default of Bidder and within ten (10) calendar days after receipt by Bidder and Surety of written notice of default from City, which notice will be given with reasonable promptness, identifying this Bond and the Bid and/or Contract and including a statement of the amount due.

5. No suit or action shall be commenced under this Bond prior to ten (10) calendar days after the notice of default required in Paragraph 4 above is provided to Bidder and Surety.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Hamilton County, Indiana.

7. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

8. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

9. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

[END OF DOCUMENT]

SIGNATURE AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned notary public, appeared _____ and being duly sworn, on his/her oath says that he/she is the _____ of _____ on the City of Fishers, Indiana, Residential Solid Waste, Yard Waste, Recycling Collection and Disposal, and affirmed that:

1. This Bid is submitted in good faith in the amount stated therein and will be fulfilled according to the Bidding Documents (Contract, Specification and Addendums thereto), if the Bid is accepted;

2. The statements contained in the Affidavit of Non-Collusion and Acknowledgment of Exclusive Authority are true;

3. The statements contained in the Non-Discrimination Affidavit are true;

4. The information contained in Part II of the Bid experience questionnaire, the plan and equipment questionnaire, the financial statement, and the affidavit, all of which are commonly referred to as the Form No. 96A, when required, is true, correct, and current.

By: _____
(Signature)

_____
(Title)

_____
(Printed or typed name of Company)

(Must be signed by principal of organization)

STATE OF _____)
) SS:
COUNTY OF _____)

_____ personally appeared before me, a Notary Public, in and for said County and State, this _____ day of _____, 2024, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:
_____

_____
Notary Public – Signature

My County of Residence:
_____

_____
Notary Public – Printed Name

(S E A L)

AFFIDAVIT OF NON-COLLUSION & ACKNOWLEDGMENT OF EXCLUSIVE AUTHORITY

The Offeror, by its officers and its agents or representatives present at the time of filing the Bid, first duly sworn, on their oath say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Offeror, or with any agent or representative of the City whereby such affiant or affiants or either of them, has paid or is to pay to such other Offeror anything of value whatever or such affiant or affiants or either of them have not, directly or indirectly, entered into any arrangement or agreement with any other Offeror or Offerors which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bid(s); but no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the Bid or awarding of the Contract, nor has this Offeror any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this Bid.

The Offeror, by its officers and its agents or representatives present at the time of filing the Bid, further say that they acknowledge, agree, and accept the City of Fisher's authority to contract with one or more contractors for the exclusive provision of residential solid waste, yard waste, and recycling collection and disposal services within the City of Fishers. Offeror further agrees and acknowledges that any of Offeror's existing contracts for residential solid waste, yard waste, and/or recycling collection and disposal service within the City are forfeited and may be terminated by the residential customer and/or City, irrespective of whether Offeror is selected by the City for the services, as of January 1, 2025.

_____
(Name of Contractor)

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

_____

Printed:_____

(S E A L)

My Commission Expires: _____, 202_.

Resident of _____ County.

[Note: The form must be signed by the same person(s) who sign(s) the Bid.]

AFFIDAVIT OF NON-DISCRIMINATION

Pursuant to Ind. Code § 5-16-6, this "Affidavit of Non-Discrimination" is hereby incorporated in and made a part of the Contract dated _____ between the City of Fishers, Indiana, and the undersigned _____
(herein called the "Contractor").

During the performance of this Contract, the Contractor agrees as follows:

1. That in the hiring of employees for the performance of Services under the Contract or any subcontract hereunder, neither the contractor nor subcontractor, nor any person acting on behalf of the contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work/services to which the employment relates;

2. That neither the contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of Services under the Contract on account of race, religion, color, sex, national origin or ancestry;

3. That there may be deducted from the amount payable to the Contractor by the City, under the Contract, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and

4. That the Contract may be canceled or terminated by the City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.

_____
(Name of Contractor)

By:_____
Title:_____

[Must be signed by principal of organization or person executing Signature Affidavit].

Subscribed and sworn to this _____ day of _____, 2024.

(S E A L)

_____
Printed: _____

My Commission Expires: _____
Resident of _____County.

NOTICE OF AWARD

"_____"
"_____"
"_____"
"_____"

Services: City of Fishers, Indiana, Residential Solid Waste, Yard Waste, Recycling Collection and Disposal.

The City has considered the Bid submitted by "_____" ("____")for the above described Services in response to the City's Request for Proposals and Instructions to Offerors. The City has accepted the following Items of the Bid:

Additional Items, including, but not limited to:

You are notified that your Bid has been accepted for the items referenced above as provided in _____'s Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Bid Form.

You are required by the Request for Proposals and Instructions to Offerors to execute "_____" ("___") copies of the attached Contract Between City of Fishers, Indiana, and Contractor (the "Contract") and furnish the required Performance Bond, Payment Bond and Certificates of Insurance within "_____" ("___") calendar days from the date of this Notice of Award.

If you fail to execute the Contract and to furnish the required Performance Bond, Payment Bond and Certificates of Insurance within "_____" ("__") days from the date of this Notice of Award, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond or certified check. The City will be entitled to any other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this _____ day of _____, 2024.

CITY OF FISHERS, INDIANA

By:_____

Title:_____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

_____ this _____ day of

_____, 2024.

CONTRACT BETWEEN

CITY OF FISHERS, INDIANA

AND

"CONTRACTOR"

RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL CONTRACT

RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL CONTRACT

This Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Contract ("Contract"), is made and entered into on this "___" day of "_____", 2024, by and between the City of Fishers ("City") and _____ ("Contractor"), a corporation duly organized under the laws of the State of _____, and being duly licensed to do business in the State of Indiana for Residential Solid Waste and Recycling Collection and Disposal. The City and Contractor agree as set forth below:

1. **The Services**. The intent of the Contract is to provide a comprehensive Solid Waste, Yard Waste collection and disposal service consisting of weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly curbside commingled Recycling from all eligible Residential Units within the limits of the City. Alternatively, the services may include Solid Waste and Recycling collection and disposal for designated City Facilities. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the services generally described herein, in accordance with the Contract Documents (as hereinafter defined) or reasonably inferable as necessary to produce the results intended by the Contract Documents (all hereinafter called the "Services").

A **Supervision and Procedures**. Contractor shall supervise and direct the Services using Contractor's best skill. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures, and for the Services. Contractor shall be an independent contractor and operate as a separate entity from the City. Contractor shall be responsible to the City for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors, and all other persons performing portions of the Services.

B **Labor and Materials**. Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

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

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

E **Maps or Graphic Depictions**. The City shall furnish maps or graphic depictions describing the geographical boundaries for the provision of the Service. Such materials are for informational purposes only and City 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 Services in accordance with the Contract Documents.

F **Subcontractors**. The Contractor shall not assign any right or interest under the Contract, including the right to payment. Any attempt by the Contractor to assign any portion of the Contract shall not relieve the Contractor from any responsibility to fulfill its obligations in accordance with the provisions of the Contract Documents and shall be considered a breach of this Contract.

G **Labor Relations**. Contractor shall assure harmonious labor relations to prevent any delays, disruptions, or interference in the Services. 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, Contractor's suppliers, or other such persons or entities. Contractor agrees that it will bind and require its suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its 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.

H **Representations**. Contractor represents and warrants the following as a material inducement to the City to execute this Contract, which representations and warranties shall survive the execution or termination of this Contract, and the final completion of the Services:

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

2. Contractor has reviewed the maps or graphic depictions and is familiar with the local conditions under which the Services are to be performed and has correlated its observations with the requirements of the Contract Documents;

3. Contractor possesses the required level of experience and expertise in the business administration and performance of Services of the size, complexity and nature of the Services involving, among other things, the Services to be performed hereunder, and will perform the Services with the care, skill, and diligence of such a Contractor; and

4. Contractor represents and warrants that it 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 Contract;

   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 Contract, excepting such consideration and subject to the terms and conditions of the Contract.

For a breach or violation of this representation, the City shall have the right to cancel this Contract without liability and to recover any and all monies or other consideration paid hereunder.

I **The City's Right to Stop the Services**. If Contractor fails to correct or persistently fails to carry out Services in accordance with the Contract Documents, the City may order Contractor to stop the Services, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Services shall not give rise to a duty on the part of the City to exercise this right for the benefit of Contractor or any other person or entity. Contractor shall have no right of action or claim against the City for or on account of orders for Service stoppage if given in good faith and upon reasonable belief that sufficient grounds exist.

J **The City's Right to Carry Out the Services**. If Contractor defaults or neglects to carry out the Services in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the City to commence and continue correction of such default or negligence with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the City.

K **Warranty**. Contractor warrants to the City that the materials and equipment furnished under the Contract Documents shall be of good quality and new unless otherwise permitted by the Contract Documents, and that the Services will conform with the requirements of the Contract Documents. Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

L **Indemnification**. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and its officers, directors, employees, agents and consultants and Residential Unit Owners from and against all claims, costs, losses and damages (including but not limited to all attorneys' fees and costs) caused by, arising out of or resulting from the performance of the Services, provided that any such claim, costs, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of Contractor, material supplier, person or organization directly or indirectly employed by any of them to perform or furnish any of the Services or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by law regardless of the negligence of any such person or entity.

In any and all claims against the City or any of its agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of Contractor, material supplier, person or organization directly or indirectly employed by any of them to perform

or furnish any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such material supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Services and termination or completion of the Contract.

2. **Contract Documents**. The Contract Documents consist of this Contract, the Specifications identified in Exhibit A, Contractor's Bid identified in Exhibit B, and written modifications issued after execution of this Contract. The Contract Documents form the Contract for Services and represent the entire and integrated Contract between the parties hereto and supersede any and all prior negotiations, representations or Contracts, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between the City and any persons or entities other than the Contractor.

The Specifications are the written requirements for materials, equipment, systems and standards for the Services, and performance of related Services including the directions, provisions and requirements pertaining to performance of the Services. Contractor shall promptly call to the attention of the City any discrepancy or conflict in the Specifications that affects the Services. In the event of an inconsistency or conflict within the Specifications, not clarified by addendum, the better quality or greater quantity of Services shall be provided. Likewise, the Services to be undertaken by Contractor shall include all incidental services necessary for the completion of the Services even though it may not be specifically described in the Specifications.

Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by the City and has reported to the City all errors, inconsistencies, or omissions. Contractor shall have no rights against the City 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 Contract. Contractor warrants and represents to the City that the Specifications for the Services are suitable for the Services and guarantees the sufficiency of the Specifications for the intended purpose and agrees that it will perform the Services and complete the same to the satisfaction of the City.

3. **Contract Sum and Payment**. The City agrees to pay Contractor monthly for the provision of the Services to each Residential Unit and City Facilities for the preceding month as prescribed in Contractor's Bid Form, a portion of which is attached hereto as Exhibit B (the "Contract Sum"). Contractor agrees that its payment from the City is contingent upon the actual amounts received by the City from each Residential Unit; thus, the Contractor assumes the risk of nonpayment by the Residents, subject to City's good faith efforts to collect for the Services and enforce its collection rights against the Residents; actual receipt of payment from the Resident for Service provided to the Residential Unit shall be a condition precedent to the City's obligation to make payment to the Contractor. The Contract Sum, including authorized adjustments, is the total amount payable by the City to Contractor for performance of the Services under the Contract Documents. In determining the Contract Sum, 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 Sum. The Contract Sum may be changed only by Change Order.

A **Alternates / Unit Prices.** Contractor has included in the Contract Sum the alternates and unit prices described in Exhibit B hereto. Items covered by alternates and unit prices shall be supplied for such amounts and by such persons or entities as the City may direct. Unless otherwise provided in the Contract Documents: (1) materials and equipment under an alternate and unit price shall be selected promptly by the City to avoid delay in the Services; (2) alternates and unit prices shall cover the cost to Contractor of the Services provided and all required taxes; (3) Contractor's costs for labor, overhead, profit and other expenses contemplated for stated alternate and unit price amounts are included in the Contract Sum; and (4) whenever alternate and unit price Services are more than or less than alternates and unit prices, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the alternate and unit price sum specified.

B **Applications for Payment**. All payments provided herein are subject to funds as provided by the City and the laws of the State of Indiana. The City shall make payments within thirty (30) days of actual receipt of Contractor's Application for Payment for the Services. By the fifth (5^{th}) day of the month, the Contractor shall submit a detail Application for Payment to the City for all Services rendered based on the number of Residential Units and City Facilities receiving Services the proceeding calendar month and as required by the Contract Documents. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as the City may require. If requested by the City prior to making said payment, Contractor shall submit to the City an Affidavit and Waiver of Lien, in the form and content attached, stipulating that all costs for labor and materials incurred in the previous month have been paid to laborers and suppliers. The City shall remit payment by the 5^{th} day of the month thereafter or within thirty (30) days following actually receipt of Contractor's Application for Payment. All payments shall be based on the total number of Residential Units and City Facilities and the Residential Unit and City Facilities cost as detailed in the Bid Form (Exhibit B) submitted by the Contractor and made a part of this Contract.

C **Payment of Suppliers**. 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 the Services and hold the City harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees.

D **Withholding of Payment**. If any claim or lien is made or filed with or against the City, or Contract proceeds by any person claiming that Contractor 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 Services, 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 other person for whom Contractor is liable causes damages, or if Contractor fails to perform or is otherwise in default under any of the terms of the Contract

Documents, the City 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 the City for and indemnify it against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith.

If the City withholds any payment from Contractor, the City 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 suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished, not to exceed the Contract Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; provided, however, that nothing contained in this paragraph shall create any direct liability on the part of the City to any supplier, equipment lessor or laborer, or any direct contractual relationship.

E **Final Payment**. Final payment shall not become due until Contractor submits (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Services have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

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.

F **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.

4. **Date of Commencement and Completion**. Contractor shall commence the Services promptly on _____ and Contractor shall provide Services until _____ subject to adjustments authorized by the City ("Contract Time"). 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 Contract. Contractor shall not knowingly, except by Contract or instruction of the City in writing, prematurely commence operations prior to the effective date of insurance required by paragraph 7 to be furnished by Contractor.

A **Commencement**. It is not incumbent upon the City to notify Contractor when to begin (other than the Notice to Proceed), cease or resume the Services, to give early notice of the rejection of faulty Services, 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.

B **Overtime**. If the progress of the Services are delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants or employees, then Contractor shall, in addition to all of the other obligations imposed by this Contract upon Contractor in such

cases, and at its own cost and expense, provide such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Services. If, after written notice is given, Contractor refuses to provide overtime required to make up lost time or to avoid delay in the completion of the Services, the City may hire others to perform the Services and deduct the cost from the Contract Sum.

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

D **Excusable Delay**. If Contractor is delayed, suspended, accelerated, interfered with, or otherwise hindered (collectively referred to as "hindrance" or "hindrances") at any time in the progress, performance or completion of the Services as a result of flood, cyclone, hurricane, tornado, earthquake or other similar catastrophe, or as the result of acts of God, the public enemy, acts of the Government, or fires, epidemics, quarantine restrictions, strikes or labor disputes, freight embargoes or unusual delay in transportation, unavoidable casualties, or abnormal weather or on account of any acts or omissions of the City or others engaged by it (except as herein provided), or by their employees, agents or representatives, or by changes ordered in the Services by the City which are not required to correct problems or discrepancies in Contractor's Services, or by any other causes which Contractor could not reasonably control or circumvent, and which are not due to any fault, neglect, act or omission of Contractor, and the risks of which are not otherwise assumed by Contractor pursuant to the provisions of the Contract Documents, then the Contract Time shall, upon timely written request of Contractor, be extended by a period equivalent to the time lost by Change Order approved and signed by the City.

All claims for an extension of the Contract Time shall be based on written notice delivered to the City within twenty-four (24) hours of the commencement of the event or occurrence giving rise to the claim. Such notice must set forth (a) the cause of the Hindrance, (b) a description of the portion or portions of the Services affected, and (c) all details pertinent thereto, including supporting data and the specific number of days requested. It is a condition precedent to the consideration or validity of all claims for an extension of the Contract Time that such claims be made in writing and delivered in strict accordance with all applicable time limits; otherwise, such claims shall be waived, invalid and unenforceable.

E **No Damages for Delay**. Contractor agrees that, whether or not any Hindrances shall be the basis for an extension of the Contract Time, it shall have no claim for an increase in the Contract Sum, nor a claim for a payment or allowance of any kind for damage, loss or expense resulting from Hindrances, except for acts constituting intentional, arbitrary, and capricious interference, disruption, or delay by the City with Contractor's performance of its Services when such acts continue forty-eight (48) hours after Contractor's written notice to the City of such interference, disruption, or delay. The City's exercise of its rights under the Contract Documents, including but not limited to, its rights regarding changes in the Services, regardless of the extent or number of such changes or carrying out Contractor's Services by the City, directing overtime or

changes in the sequence of the Services, withholding payment or otherwise exercising its rights under the provisions of this Contract shall not be construed as intentional or unjustified interference with Contractor's performance of the Services.

5. **Changes in the Services**. Changes in the Services may be accomplished after execution of this Contract only by Change Order. Changes in the Services shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly. A Change Order is a written instrument signed by the City and Contractor and stating agreement upon all of the following: (1) a change in the Services; (2) the amount of the adjustment in the Contract Sum, if any; and (3) the extent of the adjustment in the Contract Time, if any.

6. **Safety.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract Documents. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees performing the Services and other persons who may be affected thereby; (2) the Services and materials and equipment to be incorporated therein, whether in storage, or under the care, custody or control of Contractor; and (3) other property, such as vehicles, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. Contractor shall erect and maintain, as required by existing conditions, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying Citys and users.

7. **Insurance and Bonds**.

A. Insurance. The Contractor shall purchase from and maintain from an insurance company or insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, in a form and substance reasonably satisfactory to the City, which afford the coverages set forth in below. This insurance shall be written for not less than limits of liability specified herein or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Contract. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Services. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City. The required coverages and limits which Contractor is required to obtain are as follows:

.1 COMMERCIAL GENERAL LIABILITY

a.	General Aggregate (including Completed Operations)	
	Each occurrence	$2,000,000.00
	General Aggregate	$5,000,000.00
b.	Bodily Injury & Property Damage (Combined Single Limit / Per Occurrence)	$2,000,000.00
c.	Personal / Advertising Injury (Per Occurrence)	$2,000,000.00

The Commercial General Liability Policy must be endorsed to provide that the general aggregate amount applies separately to each of Contractor’s separate service agreements.

ISO Endorsement *CG2503 Per Project Endorsement* or its equivalent shall be used to satisfy this requirement.

.2 COMMERCIAL AUTO LIABILITY (Owned, Non-Owned and Hired)
Bodily Injury & Property Damage (Per Occurrence) $1,000,000.00

.3 WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY
Coverage A (Worker's Compensation) - Statutory Minimum Requirements
Coverage B (Employers Liability) - $500,000/each accident; $500,000 Disease – each employee; $500,000 Disease policy limit.

.4 EXCESS LIABILITY (Umbrella Form
Each Occurrence $5,000,000.00

All coverage provided above shall be endorsed to include the City, as an additional insured except for the Worker's Compensation/Employer's Liability. ISO forms *CG 2010 07 04* and *CG 2037* or equivalent endorsement forms must be used on the commercial general liability policy to provide additional insured status to the City, and shall include coverage for completed operations. The policies for which the City is named as an additional insured shall provide primary and non-contributing coverage and any valid and collectible insurance carried separately by the City shall be in excess of the limits provided by such policies and shall be non-contributory. All insurance requirements and limits (other than the limit for Excess Liability) contained in this Section apply to all of Contractor's subcontractors, material suppliers, vendors and sub-subcontractors and Contractor is responsible to verify those insurance requirements and limits. The commercial general liability, automobile liability, and workman's compensation policies must be endorsed to provide a waiver of subrogation in favor of City.

B. The Contractor hereby agrees to deliver to the City, within ten (10) days of the date of the Contract and prior to bringing any equipment or personnel onto the location of the Services, certified copies of all insurance policies procured by the Contractor under or pursuant to this Section or, with consent of the City, Certificates of Insurance in form and substance satisfactory to the City evidencing the required coverages with limits not less than those specified in the Contract.

C. In no event shall any failure of the City to receive certified copies or certificates of policies required or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Services be construed as a waiver by the City of the Contractor's obligations to obtain insurance pursuant to this Section 7. The obligation to procure and maintain any insurance required by this Section 7 is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

D. Waiver of Subrogation. The City and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, material suppliers, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained herein or other property insurance applicable to the Services, except such rights

as they have to proceeds of such insurance held by the City as fiduciary. The City or Contractor, as appropriate, shall require of the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

A loss insured under the City's property insurance shall be adjusted by the City as fiduciary and made payable to the City as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

E. Performance and Payment Bonds. The City shall require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated or specifically required in the Contract Documents on the date of execution of the Contract. The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond on the forms provided in the Bidding Document, in form and substance satisfactory to the City and, without limitation, and complying at a minimum with the following specific requirements:

.1 Except as otherwise required by Indiana statute or law, the form and substance of such bonds shall be satisfactory to the City in the City's sole judgment. Insurance and surety companies shall be deemed acceptable to the City only if such companies have a policy holders rating of "A+", "A" or "A-", in A.M. in Standard and Poor's and a financial category not less than Class VII as shown in the latest edition of Best's Key Rating Guide in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents; provided, however, that the bond is furnished by one of the aforesaid sureties that is also listed in the Department of Treasury circular 570, volume 41, no. 132, part V (Federal Register) and is licensed in the State of Indiana and the penal sum of the bond does not extend the underwriting limitation set forth in the subject circular, unless the excess, if any, is reinsured with the approval of the City;

.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

8. **Default and Remedies**.

A **City Default**. Contractor may terminate this Contract if the Services are stopped for a period of thirty (30) days through no act or fault of Contractor or any of its agents or employees or any other persons performing portions of the Services under the Contractor because the City has not made payment within the time stated in the Contract Documents. If the Services

are stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of any act of government such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or its agents or employees or any other persons performing any of the Services under contract with Contractor, then Contractor may, upon seven (7) days' written notice to the City, terminate this Contract and recover from the City applicable payment for all Services executed to date. Recovery by Contractor of lost anticipated profit and other consequential damages is hereby specifically excluded.

B **Termination for City's Convenience**. This Contract may be terminated by the City in whole or in part without cause and for its sole convenience upon thirty (30) days' written notice to Contractor. In the event of such termination for convenience, Contractor shall be compensated for that portion of the Contract Sum earned to the date of termination, but the City shall not be liable for any additional or consequential damages. Such entitlement of Contractor shall constitute Contractor's sole and exclusive remedy and recovery, and in no event shall Contractor be entitled to recover anticipated profits and/or overhead on unperformed Services.

C **Contractor Default**. Contractor shall be in default of this Contract if (1) Contractor fails to perform or comply with its obligations under this Contract; (2) the City reasonably believes that Contractor is not capable of satisfactorily completing the Services; (3) Contractor becomes insolvent, is unable to meet current obligations, or seeks relief under the Bankruptcy Code or other similar law or procedure; (4) a receiver is appointed for Contractor or its property; or (5) Contractor is dissolved or otherwise ceases to exist.

If Contractor is in default, the City may, at its option, proceed with one or more of the following: (1) terminate this Contract; (2) take possession of all materials and equipment; (3) accept assignment of subcontracts, in writing; (4) finish the Services by whatever reasonable method the City may deem expedient; (5) withhold payment of all or any portion of the Contract Sum until (i) the default is cured and the Services are completed, and (ii) all costs, expenses, and damages, including supervision and any other damages incurred by the City because of default, have been determined; and/or (6) exercise any other remedy available at law or in equity. All costs, expenses, attorneys' fees and damages incurred by the City due to a default by Contractor may be deducted from the Contract Sum. Upon demand, Contractor shall pay the City the amount, if any, by which the costs, expenses, attorneys' fees and damages incurred by the City exceed the unpaid balance of the Contract Sum. Contractor shall pay the City's reasonable attorneys' fees and expenses in connection with any lawsuit or other proceeding between the City and Contractor relating to the enforcement of this Contract.

9. **Miscellaneous Provisions**.

A. Existing Collection Contracts. By executing this Contract, Contractor agrees to terminate its existing contract(s) for collection services, if any, within the Service limits as detailed by this Contract at no cost to the City or the Residential Unit Owner being serviced. Contractor acknowledges that this Contract is sufficient consideration for Contractor's Contract to terminate these existing contracts within the Service limits. In addition, Contractor acknowledges and understands that there may be existing contracts within the Service limits held by other providers

that may have to be phased out prior to Contractor assuming Service obligations for the entire Service area. As such, all Residential Units will be phased in as is reasonable without the City or Residential Unit Owner incurring any additional costs.

B. Governing Law. This Contract shall be governed by the laws of the State of Indiana.

C. Successors and Assigns. The Contractor respectively binds itself, its successors, assigns and legal representatives to the other party hereto in respect to covenants, Contracts and obligations contained in the Contract Documents. Contractor shall not assign this Contract without the written consent of the City. If Contractor attempts to make such an assignment without such consent, Contractor shall nevertheless remain legally responsible for all obligations under this Contract.

D. E-Verify Provisions. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOYEE AN UNAUTHORIZED ALIEN. The Contractor will sign City's affidavit (Exhibit E) to this effect.

Contractor and its consultant(s) and 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 consultant or subcontractor subsequently learns is an unauthorized alien. If Contractor violates this requirement, the City shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the City notifies the Contractor of the violation. There is a rebuttable presumption that 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 City shall terminate the Contract with Contractor for breach. However, if City determines that terminating the Contract would be detrimental to the public interest or public property, the City may allow the Contract to remain in effect until the City procures a replacement Contractor. If the City terminates the Contract, the Contractor shall be liable to the City for any and all actual damages incurred, including, but not limited to, attorneys' fees.

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).

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

E. Written Notice. All notices, consents and other communications (collectively, "Notices") shall be given to the City or the Contractor in writing to the addresses set forth below:

The City: City of Fishers, Indiana
Fishers City Hall
3 Municipal Drive, Room ___
Fishers, IN 46038
Attn:_____
Email:_____

The Contractor: _____
_____
_____
Attn:_____
Email: _____

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. 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 or email 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 the City shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of or acquiescence thereunder.

G. Severability. In the event that any provision, term or other portion of the contract, or any document or item referred to in the Contract, shall be found to be invalid or unenforceable, then such provision, term or other portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision, term or other portion of the Contract, or any document item referred to in the Contract, shall not affect the validity or enforceability of any other provision, term or other portion of the Contract, or any document or item referred to in the Contract.

H. Waiver. A waiver by either party of any breach of any provision of the Contract Document shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Except where otherwise provided in the Contract, no inspection, observation, payment or acceptance of compensation for any period subsequent to any breach shall be deeded a waiver of any right or acceptance of defective performance. Where the condition to be waived is a material part of the Contract such that a waiver would affect the essential bargains to the parties, the waiver must take the form of a contract modification as provided for elsewhere in the Contract Documents.

I. Venue. In the event it becomes necessary to litigate any term or condition of the contract, the parties shall agree that the State Circuit or Superior Courts of Hamilton County, Indiana, shall be proper venue to settle such disputes.

CITY OF FISHERS, INDIANA

By:

_____

Scott Fadness, Mayor

Date: _____

CONTRACTOR

By:

_____

Authorized Signature

_____

Printed Name

_____

Title

FID/TIN:_____

Date: _____

EXHIBIT A

SPECIFICATIONS

1. City of Fishers - Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Specifications with its separate Exhibits

Exhibit 1 -	City of Fishers Scope of Service Limits
Exhibit 2 -	City Facilities for Solid Waste and Recycling Collection
Addendum 1 -	Dated "_____"
Addendum 2 -	Dated "_____"

EXHIBIT B

CONTRACTOR'S BID FORM

EXHIBIT C

AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS

(__) FINAL (__) PARTIAL (__) PAYMENT TO FOLLOW

CITY: City of Fishers

PROJECT: Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

CONTRACTOR:

CONTRACT DATE:

_____ being duly sworn states that he or she is the _____ of CONTRACTOR, which was awarded Contract No. _____ with the City in accordance with the Contract terms and conditions to install and/or furnish certain materials and labor as follows: weekly pick-up of bagged, containerized and/or bundled household Solid Waste and Yard Waste from all eligible Residential Units within the corporate limits of the City. Such program includes bi-weekly curbside commingled Recycling from all eligible Residential Units. In addition, the services include Solid Waste and Recycling collection and disposal for designated City Facilities ("Services"), DOES HEREBY STATE, WARRANT AND REPRESENT ON BEHALF OF THE CONTRACTOR the following:

PARTIAL WAIVER That the balance due from the City is the sum of ($_____).

( ) Receipt of which is hereby acknowledged; or

( ) Payment of which has been promised as the sole consideration for this AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS and which is given to and for said amount effective upon receipt of such payment.

FINAL WAIVER That the final balance due from the City is the sum of ($_____).

( ) Receipt of which is hereby acknowledged; or

(**)** Payment of which has been promised as the sole consideration for this AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS which is given to and for said amount effective upon receipt of such payment.

THEREFORE, through the date hereof, Contractor waives and releases the City of all liens or claims, including, but not limited to, claims for materials, equipment, labor, superintendence and other services performed or furnished by Contractor and further affirms that no other party has any claim or right to lien on account of any materials, equipment, labor, and other services performed or furnished to or for Contractor for the Services. Contractor agrees to indemnify, defend and hold the City harmless, including costs and attorneys' fees, from and against any and all claims or liens for any subcontractors, materials, suppliers, equipment or labor furnished for, in connection with or incorporated into the Services by, through or under Contractor through the date hereof. This Affidavit and Waiver of Liens is given to induce City to pay the amount indicated above. Contractor represents that all employees, subcontractors or materialmen have been paid or will be paid from these funds.

That through the date hereof, all Affidavits and Waiver of Liens and Claims are true, correct and unconditional and that there is no claim either legal or equitable to defeat the validity of said Affidavits and Waiver of Liens and Claims. That the following are the names of all parties who have furnished material or labor, or both, for said Services and all parties having contracts or subcontracts for specific portions of said Services or for material used in the performance thereof

and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said Services according to Specifications:

1	2	3	4	5	6	7
CONTRACTOR	TYPE OF WORK	AMOUNT OF CONTRACT	TOTAL RETAINED	NET PREVIOUSLY PAID	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
TOTAL						

AMOUNT OF ORIGINAL CONTRACT _____

EXTRAS TO CONTRACT ____
_____

TOTAL CONTRACT & EXTRAS ____
_____

CREDITS TO CONTRACT ____
_____

ADJUSTED TOTAL CONTRACT ____
_____

WORK COMPLETED TO DATE
_____

LESS RETAINAGE _____
NET AMOUNT EARNED _____
_____

NET PREVIOUSLY PAID _____
_____

NET AMOUNT OF THIS PAYMENT
_____

BALANCE TO BECOME DUE _____
_____

This instrument has been executed as of the _____ day of _____, 202__.

CONTRACTOR:

_____

By: _____

Name: _____

Title: _____

STATE OF INDIANA
COUNTY
OF _____

Sworn to and subscribed before me the undersigned authority on this _____ day of _____, 202__.

_____
Notary Public, State of _____

_____
Printed Name of Notary

[SEAL]
My Commission Expires:

_____

EXHIBIT D

CHANGE ORDER

Change Order No._____

Date: _____

Contract Date:_____

Services: _____

City: _____

Contractor: _____

The following changes are hereby made to the Contract:

Description of Change in Services: _____

_____

Justification:

Original Contract Sum: $_____

Previous Changes to Contract Sum: $_____

Current Contract Sum adjusted by previous Change Order(s): $_____

The Contract Sum due to this Change Order will be (increased)(decreased) by: $_____

The new Contract Sum including this Change Order will be: $_____

Change to Contract Time:

The Contract Time will be (increased)(decreased) by _____ calendar days.

The date for completion of all work will be _____.
(Date)

Requested by: _____ _____
(City) (Date)

Recommended by: _____ _____
(Consulting Engineer) (Date)

Accepted by:_____ _____
(Contractor) (Date)

Approved by: _____ _____
(Name and Title) (Date)

EXHIBIT E

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code §22-5-1.7-11, the Contractor entering into the Contract 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 Contract with City, 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 _____

PERFORMANCE BOND

CONTRACTOR/PRINCIPAL (Name and Address):

SURETY (Name and Address of Contractor Place of Business):

CITY City of Fishers, Indiana.

CONTRACT: Contract Between City of Fishers, Indiana and Contractor-Residential Waste, Yard Waste, Recycling, Collection and Disposal Contract.

Date:

BOND

Bond Number:

Date: (Not earlier than Contract date):

Penal Sum (100% of Contract Sum for one (1) year):_____ $_____

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

"Contractor"		"Surety"	
Company:	_____	Company:	_____
Signature:	_____	By:	_____
Printed:	_____	Printed:	_____
Title:	_____	Counter-signed:	_____

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, including interest at the maximum legal rate from date of

demand and any attorneys' fees and court costs incurred by City to enforce this instrument for the performance of the Contract, which is incorporated herein by reference.

2. If the Contractor performs the Contract, whether during the original term, and any extensions which may be granted by the City, with or without notice to the Surety, and during any period of guaranty or warranty provided therein, and if Contractor shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify, defend and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense, including attorneys' fees, which the City may incur in making good any default, then the Surety and the Contractor shall have no obligation under this Bond; otherwise to remain in full force and effect.

3. The Surety's obligation under this Bond shall arise after:

3.1 The City provides notice to the Contractor and the Surety that the City is considering declaring a Contractor Default. Such notice shall indicate whether the City is requesting a conference among the City, Contractor and Surety to discuss the Contractor's performance. If the City does not request a conference, the Surety may, within seven (7) calendar days after receipt of the City's notice, request such a conference. If the Surety timely requests a conference, the City shall attend. Unless the City agrees otherwise, any conference requested shall be held within seven (7) calendar days of the Surety's receipt of the City's notice. If the City, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an Agreement shall not waive the City's right, if any, subsequently to declare a Contractor Default;

3.2 The City declares a Contractor Default, terminates the Contract and notifies the Surety; and

3.3 The City has agreed to pay the balance of the Contract Sum in accordance with the terms of the Contract to the Surety or to a contractor selected to perform the Contract.

4. Failure on the part of the City to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

5. The Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the prior consent of the City, to perform and complete the Contract;

5.2 Undertake to perform and complete the Contract itself, through its agents or independent contractors; or

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the City for a contract for performance and completion of the Contract, arrange for a

contract to be prepared for execution by the City and a contractor selected with the City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the City the amount of damages, including attorneys' fees in excess of the balance of the Contract Sum incurred by the City as a result of the Contractor Default.

6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the City to the Surety demanding that the Surety perform its obligations under this Bond, and the City shall be entitled to enforce any remedy available to the City.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the City shall not be greater than those of the Contractor under the Contract, and the responsibilities of the City to the Surety shall not be greater than those of the City under the Contract. Subject to the commitment by the City to pay the balance of the Contract Sum, the Surety is obligated, without duplication, for

7.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;

7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

7.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor or any combination of both liquidated and actual damages.

8. The Surety shall not be liable to the City or others for obligations of the Contractor that are unrelated to the Contract, and the balance of the Contract Sum shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the City or its heirs, executors, administrators, successors and assigns.

9. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

[END OF DOCUMENT]

PAYMENT BOND

CONTRACTOR / PRINCIPAL: (Name and Address):

SURETY: (Name and Address of Contractor Place of Business):

CITY: City of Fishers, Indiana

CONTRACT: Contract with City of Fishers, Indiana for Residential Solid Waste, Yard Waste, Recycling, Collection and Disposal.

Date:

BOND

Bond Number:

Date: (Not earlier than Contract date):

Penal Sum (100% of Contract Sum for one (1) year):_____ $_____

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

"Contractor"		"Surety"	
Company:	_____	Company:	_____
Signature:	_____	By:	_____
Printed:	_____	Printed:	_____
Title:	_____	Counter-signed:	_____

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, plus interest at the maximum legal rate from date of demand and any attorneys' fees and court costs incurred by City to enforce this instrument, subject to the following terms.

2. If the Contractor shall promptly make payment of all sums due to Claimants, and defends, indemnifies and holds harmless the City from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment or insurance premiums furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. The Surety's obligation to the City under this Bond shall arise after the City has notified the Contractor and the Surety of claims, demands, liens or suits against the City or the City's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract. The Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the City against a duly tendered claim, demand, lien or suit.

4. The Surety's obligations to the Claimant under this Bond shall arise after Claimant has complied with the requirements under applicable Indiana statute.

5. The City shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond, except as specified by Indiana statute.

6. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

7. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract.

8. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Services were to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

9. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and City shall promptly furnish a copy of this Bond or shall permit a copy to be made.

[END OF DOCUMENT]

NOTICE TO PROCEED

Dated _____ , 2024

TO: _____

ADDRESS: _____

_____

SERVICES _____

CITY's CONTRACT NO.: _____

CONTRACT FOR: City of Fishers, Indiana, Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

You are notified that the Contract Time under the above Contract will commence to run on _____, 202__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract the dates of completion is _____, 2024.

Before you may start Services, the Contract provides that you must deliver to the City Certificates of Insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Services at the site, you must

_____

_____

_____
(CITY)

By: _____
(AUTHORIZED SIGNATURE

_____
(TITLE)

City of Fishers
Residential Solid Waste, Yard Waste, Recycling Collection, and Disposal
SPECIFICATIONS

A. SCOPE OF SERVICES

The Contractor is to provide a comprehensive program for Solid Waste and Yard Waste collection and disposal service consisting of weekly pick-up of containerized, bundled, and/or bagged household Solid Waste, Yard Waste, and bi-weekly (with an alternate for weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City. As an alternate, the Services may also include additional Yard Waste collection during the months of March through December. In addition, as an alternate, the Services may include Solid Waste and Recycling collection and disposal from designated City Facilities. The Services are anticipated to start on or about January 1, 2025, and continue for a five (5) year period / five (5) year contract term, with an alternate for a six (6) or seven (7) year contract.

B. AREA TO BE SERVICED

The Services shall be provided to all Residential Units within the City's geographic limits as set forth in Exhibit 1 attached hereto. As of the time of the request for proposals, there are approximately Thirty-Four Thousand Six Hundred (34,600) individual Residential Units within the City's geographic limits that will be ultimately phased into the Services as existing collection contracts are phased out or terminated; however, the City does not guarantee the actual number of Residential Units the Contractor will provide Services to at any given time. The Services may alternatively include Solid Waste and Recycling collection and disposal from designated City Facilities in Exhibit 2, which will be billed directly to the City.

C. DEFINITIONS

For the purpose of the Specifications and the Contract, the following definitions apply:

1. Alleyside: Refers to as close as possible to the alley but not more than five (5) feet from the alley, and where a fence exists, the alleyside of the fence.

2. Bulky Waste. Such items include, but are not be limited to, stoves, washers, dryers, appliances, furniture, and other items with weights or volumes greater than those allowed for by approved Containers. This term also includes items that previously contained refrigerants, such as refrigerators, air conditioners, freezers, and dehumidifiers, as long as the Resident can provide the Contractor with appropriate documentation showing that the CFC's or HCFC's have been properly removed by a licensed technician.

3. Bundles. Rubbish or Yard Waste securely tied together forming an easily handled package not exceeding four feet (4') in length, eighteen inches (18") in diameter, nor weighing more than forty (40) pounds.

4. Container(s). Ninety-six (96) gallon (plus or minus five (5) gallons) or at

Resident's request sixty-four (64) gallon (plus or minus five (5) gallon) reusable container(s) with wheels used for storing Solid Waste, Yard Waste, and Recycling. Container(s) should provide sufficient strength to be picked up using mechanical means by Contractor.

5. Construction Debris**.** Waste including building materials resulting from construction, remodeling, repair, or demolition operations. The term does not include fluorescent light fixtures, appliances, or regulated-asbestos containing materials defined in CRF 61.

6. Curbside. Refers to that portion of the right-of-way adjacent to and within five (5) feet of paved, traveled roadways.

7. Hazardous Materials. Any waste designated as "hazardous" by the United States Environmental Protection Agency or appropriate state agency as the same is now in effect or may hereinafter be amended. This term also includes any flammable/volatile liquids.

8. Public Street. Any public street or thoroughfare dedicated to public use and controlled by the City including alleyways.

9. Overage Bags. Fifty-five (55) gallon bags separately purchased by Resident from the Contractor to place any excess Solid Waste or Yard Waste over the normal Container limit. Overage Bags loaded by Resident shall not weigh more than forty (40) pounds. Overage Bags will be supplied by Contractor which will include the additional cost of any additional Services.

10. Recycling. Recycle waste including Recycling qualified commingled items such as:

1) Aluminum, aluminum foil and foil pans;

2) Steel, empty steel paint cans, tin and bimetal cans;

3) Plastics (#1 through #7);

4) Glass containers (amber, clear, blue, and green in color);

5) Corrugated cardboard, paperboard, fiberboard;

6) Newspapers, magazines, phone books and catalogues; and

7) Additional items as designated by the Contractor.

11. Refuse/Garbage**.** Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food, and including all paper, wrappings, boxes and cartons used to contain such food.

12. Resident. The individual currently occupying a Residential Unit.

13. Resident Drop-Off Program. Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling delivered to designated centers and disposed of by Contractor.

14. Residential Unit. A room or series of rooms located within a building or mobile home and forming a single inhabitable unit with facilities, which are used, or are intended to be used for living, cooking, eating, and sleeping.

a. Single-Family Residential Unit – A residential dwelling unit separated from any other dwelling unit by open space, and designed for occupancy for one person or family.

b. Multi-Family Residential Unit – A building or related group of buildings not to exceed four (4) units located on the same lot, tract or parcel of real estate, with each dwelling unit being completely independent of the other.

c. Townhouse – Any multi-story single family residential unit sharing one or more common walls with another similar residential unit.

15. Rubbish/Trash. Nonputrescible waste consisting of matter such as cans, glass, papers, cardboard, plastics, metals, ashes, etc.

16. Solid Waste. All putrescible and nonputrescible matter, including garbage and rubbish, but excluding hazardous materials and other matter that is specifically excluded elsewhere in these Specifications.

17. City Facilities. City Facilities designated for Solid Waste and Recycling Collection as defined in Exhibit 2, which will vary in size and frequency of collection and billed to the City for the Services and rental or use of the required Containers.

18. Yard Waste. All compost type materials including trees, grass clippings, brush, leaves and Christmas trees, etc.

D. DESCRIPTION OF SERVICES

1. Solid Waste Collection Service**.** Collection of Solid Waste by Contractor from each qualifying Residential Unit shall occur one (1) time per week.

a. Containers. Each Service pickup shall consist of a maximum of two (2) Containers per Residential Unit. One (1) Container will be automatically provided by Contractor to each Residential Unit and a second Container will be furnished upon the Residents' request at no additional cost.

b. Out-of-City Residents. Residents who are out of City and will not be using the Services or water service for a minimum period of one (1) month or more will not

be charged the monthly fee for those months the Resident does not use the Services or water service. Residents shall request the suspension of Services a minimum of one (1) week prior to the City/Contractor's customer service office and specify the length of the Service suspension. City will notify the Contractor within forty-eight (48) hours of receipt of the need to suspend Services.

c. Planned Unit Developments (PUD). Collection shall be on front street curbside with the exception of those planned unit developments (PUD) Residence where alley facing garages may necessitate alley pickup.

d. Yard Waste. Yard Waste and brush may be included with the Solid Waste Container quantities. A Bundle will be considered as one (1) Container within the Container limit.

e. Declined Collections. The Contractor may decline to collect Solid Waste for a reason specified in the Specifications (i.e., not properly bagged, bundled or contained; improper placement; non-residential Solid Waste; Hazardous Waste; etc.). Where the Contractor has reason to leave Solid Waste uncollected at a Residential Unit, the Contractor shall inform the Resident by tagging uncollected Container(s). The City shall be notified in writing at the end of each working day of any denied collections and the reason for denial.

2. Recycling Collection Service.

a. Collection of Recycling from each qualifying Residential Unit shall be once every two (2) weeks, or, as an ALTERNATE, the City may elect to require Recycling one (1) time per week. The Recycling collection day shall be the same day as the Solid Waste and Yard Waste collection day.

b. Gross volume of Recycling materials collected shall be weighed daily on a local certified scale to be agreed upon by the City and the Contractor.

c. A monthly record of the amount of Recycling materials in tons and pounds shall be kept by the Contractor. This record shall be submitted to the City on a monthly basis.

d. Collection shall be curbside with the exception of those planned unit developments (PUD) and Residences where alley facing garages necessitate alley pickup.

3. Special Needs Service. For those Residential Units in which all Residents over twelve (12) years of age have special needs or are physically unable to wheel Containers to the Curbside, as verified by a licensed healthcare provider, the Contractor shall provide Solid Waste and Recycling collection service at the Residential Unit by transferring the wheeled Containers on foot from the Residential Unit (at the front door, a back door, or outside a garage) to the street or alley for collection.

4. Additional Yard Waste & Christmas Tree Collection Service (ALTERNATE).

a. Additional Bags. During the months of March, April, May, October, November, and December, each Residential Unit is also allowed up to twenty (20) bags per week of leaves and other Yard Waste in lawn bags or tied Bundles. The bags shall be furnished by the Residents at their own cost. Residents will use recyclable bags (ie. non-plastic) or bags specified by Contractor with the City's approval for environmentally friendly disposal of Yard Waste.

b. Composting. The Contractor is to make every reasonable effort to dispose of easily identifiable Yard Waste in an environmentally friendly manner (i.e. composting or chipping Christmas Trees into usable mulch).

c. Collection Schedule. The Contractor shall provide, as applicable to federal regulation standards, weekly Yard Waste collection and disposal Services. Yard Waste collection should be scheduled on the same day as Solid Waste and Recycling Collection.

d. Christmas Tree. The Contractor will be required to pick up one (1) Christmas tree per Residential Unit over and above the Container limit at no additional charge. This Service shall begin on December 26th and end on the Friday closest to January 31st of each year. Christmas Trees over 4 feet shall be cut in half for pick up.

5. Bulky Waste (ALTERNATE).

a. The Contractor shall provide Services for collection and disposal of Bulky Waste from all eligible Residential Units on an on-call basis. The Resident must give a forty-eight (48) hour advanced notice to the Contractor prior to pick-up.

b. The Contractor shall not be required to pick-up more than one (1) of such item from each Residential Unit each month. Requested pickup of Bulky Items may occur on designated day(s) by Contractor's designation.

c. The Contractor shall not be required to pick-up Bulky Waste that contain or previously contained refrigerants unless the Resident can provide the Contractor with appropriate written verification showing that the CFC's or HCFC's have been properly removed by a licensed technician.

d. The charges for Bulky Waste will be assessed to and collected from Residents based on an agreed schedule as determined by the City and Contractor and posted for Resident review.

6. Resident Drop-Off Program (ALTERNATE).

a. Contractor agrees to provide adequate accommodations for and to accept non-hazardous waste, including Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling delivered to a designated Resident Drop-Off Center to be agreed to by City and Contractor. Contractor will accept Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling from any Residents of the City who produces a valid driver's license establishing City residency at City approved facilities. The Resident Drop-Off Centers will be operated consistent with City rules and charges will be assessed to and collected from Residents based on an agreed schedule as determined by the City and Contractor and posted for Resident review.

b. Contractor Requirements.

i. Contractor shall invoice or collect payment directly from Residents in accordance with the billing procedures established herein for all tonnage delivered to the Residential Drop-Off Centers by Residents and in accordance with the schedule of fees established by the City and Contractor.

ii. Contractor shall be responsible to verify each Resident's driver's license information for each drop-off under the Residential Drop-Off Program.

iii. Contractor shall retain the right to reject any Resident under the Resident Drop-Off Program who attempts delivery of waste outside the scope and limits of waste normally generated by residential sources or any waste delivered in a commercial vehicle larger than a pick-up truck.

c. Billing and Payment.

i. City Portion: Contractor shall provide separate monthly invoicing to the City for operation of the Resident Drop-Off Centers and related functions based on the schedule of Services agreed to by the City and Contractor.

ii. Resident Portion: The Contractor shall collect payment from individual Residents if City decides to have Contractor operate facilities for provision of this portion of the Services based on the accepted schedule for said Services.

7. City's Facilities Services (ALTERNATE).

a. The Contractor shall provide Recycling and Solid Waste Services to the designated City Facilities indicated in Exhibit 2.

i. Required Service. The Contractor shall supply adequate containers to identified City Facilities, which will vary in size and frequency of collection. Such containers shall be charged to the City for the rental or use of such containers. The container size and frequency of collection listed in the attached Exhibit 2 are the recommended sizes to meet the

City's current needs. If the Contractor chooses to supply different sized containers or change the frequency of the Services, such container sizes and/or Service frequencies shall be provided for the City's pre-approval and scheduling arrangements so that all Solid Waste and Recycling is contained inside a container during approved modifications between collections.

ii. Billing and Payment. Contractor shall provide separate invoicing to the City for City Facilities as specified in the Bid Form. The City agrees to pay Contractor separately and monthly for provision of this portion of the Services.

E. CONTRACTOR SERVICE RESPONSIBILITIES AND REQUIREMENTS

1. Solid Waste, Yard Waste, and Recycling Services. The Contractor shall provide Service for weekly collection and disposal of Solid Waste, Yard Waste, and Recycling from eligible Residential Units and City Facilities.

a. If selected by City, the Contractor shall supply all Containers required to each Residential Unit and City Facilities for the Services. Containers shall be delivered by Contractor to additional Residential Units and City Facilities as they become eligible for Services.

i. The cost for Containers shall not be paid for directly, but included as part of the total cost of the Services per Residential Unit and City Facilities.

ii. Any replacement Container(s) in excess of one (1) per Resident for the same Residential Unit and City Facilities will be billed at the Contractor's cost to the Resident and Residential Unit or City Facility.

iii. The Contractor shall maintain a record of addresses for all new and replacement Containers and shall submit the record to the City on a quarterly basis.

b. If Residents so desire, they may purchase Overage Bags from the Contractor to place any excess Solid Waste or Yard Waste over their normal Container and Yard Waste limit. The Contractor shall be responsible for collection of payment from the participating Residents.

i. The Contractor shall supply Overage Bags of a size no less than fifty-five (55) gallons for an agreed upon price which will include the additional cost of collection.

c. The Contractor shall supply to City Residents information relating to additional Service options that may be offered to them not covered or mentioned in these Specifications relating to Solid Waste and Yard Waste collection.

d. Except for special needs service, all collections shall be made on City owned streets or alleys where available. No collections shall be made on private property including streets or alleys unless a right of entry agreement is made between the Contractor and the property owner and is approved by the City. All collections for non-special needs service shall be made within five (5) feet of the curb or edge of the street or alley. For special needs service, the Contractor will also transfer the Containers from the outside of the Residential Unit to the street or alley.

e. The Contractor is prohibited from commingling Solid Waste, Yard Waste, or Recycling collected from ineligible residential units, commercial or other business establishments or from areas outside the City's geographic limits while providing the Services.

f. Within the Container limit, the Contractor is required to pick-up all Solid Waste, Yard Waste, and Recyclables placed in approved reusable and non-reusable Containers and additional items which are properly placed in Bundles. However, as appropriate, a single item need not be bagged, contained or place in Bundles to qualify for the Services.

2. <u>Solid Waste, Yard Waste and Recycling does NOT require pick-up of:</u>

a. Solid Waste exceeding the contracted limit per week excluding Overage Bags,

b. Solid Waste not in Containers or bags and not properly contained or placed in Bundles,

c. Solid Waste not appropriately placed for collection,

d. Hazardous Materials,

e. Medical Waste of any type including but not limited to medical sharps,

f. Dead animals,

g. Liquid paint, sludge, oil or other chemicals,

h. Bulky Waste containing refrigerants in which the Resident cannot provide the Contractor with appropriate documentation showing that the CFC's or HCFC's have been properly removed by a licensed technician,

i. Solid Waste, Yard Waste, or Recycling that are generated from a different location than the Residential Unit,

j. Any Solid Waste and Yard Waste that is specifically excluded by federal, state, or local laws from being disposed of in a landfill if that is the type of disposal facility being utilized,

k. Tree limbs or branches exceeding four feet (4') in length or four inches (4") in diameter, or Bundles not properly secured or exceeding maximum dimensions,

l. Construction Debris, or

m. Bulky Waste when forty-eight (48) hour prior notice is not given.

3. Contractor's Collection Routes. If necessary, the City may be divided into geographic sectors for the purpose of provision of the Services. Each geographic sector shall be scheduled to receive Services on the same day. Contractor shall submit its proposed geographic sectors with its Bid for consideration by City. The City reserves the right to review, comment on and finally approve Contractor's geographic sectors for the Services.

a. If during the course of the Contract, the Contractor wishes to change the collection schedule, the Contractor shall bear the cost and responsibility of informing the Residents of the new collection schedule. Any changes in schedules and/or routes shall not be made without the prior written approval of the City.

b. Exceptions may be made only after the City has been notified that the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual Contract of the City and the Contractor.

c. Recycle Collection should be on the same day as Solid Waste collection. Yard Waste collection should be on the same day as Solid Waste collection, if the Alternate is approved. The Contractor shall immediately notify the City of any delays or deviations from a normally scheduled route.

4. Contractor's Collection Schedule

a. Hours and Days of Collection. The hours and days of Services are to be from 7:00 a.m. to 5:00 p.m. Monday through Friday. All Services shall be provided at least once per week Monday through Friday, year round to all qualifying Residential Units and City Facilities within the City's geographic limits. Recycling Collection shall be once every two (2) weeks year-round (or once per week if Alternate is selected by the City). If the Alternate is approved, additional Yard Waste Service shall be provided at least once per week, Monday through Friday, from March 15th through December 15th.

b. Holidays. The holidays listed below may be observed as a non-Services

days by the Contractor. The suspension of Services on these holidays does not relieve the Contractor of its obligation to provide Services to each Residential Unit and City Facilities at least once each week or every other week as the case may be. Whenever these holidays fall on a regularly scheduled collection day, the collection schedule for that day as well as the rest of the week may be delayed one (1) day. Under these circumstances only, Saturday collection is acceptable.

i. New Year's Day

ii. 4th of July

iii. Thanksgiving Day

iv. Christmas Day

c. Additional holidays may be granted upon Contractor request and the City's prior approval in writing.

F. CONTRACTOR'S EQUIPMENT

1. Contractor's vehicles shall be licensed in the State of Indiana and shall operate in compliance with all applicable state, federal, and municipal regulations. All vehicles and equipment shall be manufactured and maintained to conform to the American National Standards Institute's (ANSI) standards.

2. Contractor's vehicles and other equipment shall be kept in proper repair and sanitary condition.

a. Contractor must have vehicles washed a minimum of two (2) times per week.

b. Each vehicle shall bear as a minimum, the name and phone number of the Contractor plainly visible on both vehicle cab doors.

c. Each vehicle shall be uniquely numbered in lettering at least seven (7) inches high. All vehicles used for recycling must have some type of signage on the vehicle stating that it is used for recycling. The signage must be clearly legible by the public.

d. Each vehicle shall have at least one (1) broom and one (1) shovel to clean up Solid Waste that may be spilled or otherwise scattered during the process of collection.

e. All vehicles shall be sufficiently secure so as to prevent any littering of Solid Waste and/or leaking of fluid. No vehicles shall be willfully overloaded.

3. The Contractor will be solely responsible for immediately collecting or cleaning up, to the City's satisfaction, any litter, fluids refuse or landscape waste which may

leak, spill or blow off any of Contractor's vehicles or in the course of Contractor providing the Services.

4. Any use of larger vehicles may be banned if there are more than two (2) incidences of property and/or pavement damage. Collection vehicles must be enclosed and secure so as to prevent any littering. Vehicles other than properly equipped packer vehicles operating in the alley shall discharge their loads into a proper packer vehicle not less frequently than every block where alley pickup is required. Packer vehicles exceeding the gross vehicle weight limit shall use the streets in the area and receive the loads from the alley vehicles on area streets rather than in area alleys.

5. Contractor shall provide the gross weight of the alley vehicles when full and the number of axles and wheels on each vehicle with Contractor's Bid.

G. CONTRACTOR'S EMPLOYEES

1. The Contractor shall provide courteous and neat personnel for its collection crews and provide courteous and knowledgeable personnel for its customer service office(s).

a. The Contractor's collection employees working within the City shall be required to wear a uniform of some matter clearly showing that the employee is employed by the Contractor.

b. All of the Contractor's vehicle operators working within the City shall carry a valid Indiana driver's license for the class of vehicle operated. Such vehicle operators shall obey all traffic regulations, including weight and speed limits.

c. The Contractor shall prohibit its drivers and crew members from consuming any alcoholic beverages while working or using a controlled substance that negatively affects their ability to perform their duties under this Contract.

d. If the City determines that any of the Contractor's employees are unfit or unsuitable to perform the Services as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, then, upon the City's written request, the Contractor shall remove such employee from Services within the City and furnish a suitable and competent replacement employee.

H. CONTRACTOR'S DISPOSAL SITE

1. The Contractor shall furnish the City with the name and location of the waste disposal and/or recycling facility which will receive the Solid Waste, Yard Waste, and Recyclables generated under the Contract. The proposed disposal facility and recycling facility shall meet all the requirements of Federal, State, county, and local jurisdictions in which said facility is located.

a. The City reserves the right in its sole discretion to approve any change in Solid

Waste and Yard Waste disposal methods or Recycling methods regardless of the initiating party.

2. Contractor shall furnish the City with copy of a redacted contract executed by waste disposal site or recycling facility agreeing to receive all Solid Waste, Yard Waste, and/or Recycling generated under the Contract for the duration of this Contract. The requirements of this paragraph may be satisfied by Contractor's provision of a written acknowledgement from a qualified disposal/recycling center or a contract with a qualified facility with sensitive information redacted.

3. Choice of disposal site and recycling facility is made by the Contractor who will assume all fees.

4. The Contractor shall be solely responsible for compliance with all Federal, State, County, and local laws, ordinances, and regulations, as amended from time to time, governing the disposal of refuse at said facility.

I. CONTRACTOR SUPPORT OF CITY'S PUBLIC EDUCATION PROGRAM

1. The Contractor shall provide to the City an annual sum of $5,000 to be applied towards the development, printing, and distribution of public education materials including but not limited to brochures, print and radio advertisements and public displays. Any printed material will include both the Contractor's and City's name and logo.

a. In addition to the above sum, the Contractor will pay for all printing and mailing costs for one (1) initial mailing to all Residential Units explaining the details of the Services.

b. The Contractor is expected to provide the City a speaker who can address the Residents and answer questions regarding the Services at up to three (3) educational seminars or presentations to be given each year. This speaker will be at no cost and shall be knowledgeable about the Services and trash and recycling industry. These seminars/presentations will be conducted at time(s) and location(s) to be determined by the City.

J. CONTRACTOR, RESIDENT AND CITY SERVICE REQUIREMENTS

1. Contractor's Office. The Contractor shall establish and maintain an office or other facility to which the public and City personnel may call or send inquiries or complaints and from which the general public and City personnel may receive instructions. Such office or facility shall be equipped with adequate telephone communications, local or toll free phone numbers for Residents to call in missed pickups or complaints.

2. Contractor's Staffing. Contractor's office shall have at least one (1) responsible person in charge and present during all collections hours, including Saturday following an observed holiday.

a. The Contractor shall provide the City with at least one (1) separate telephone number which may be used by City personnel to communicate with the Contractor after regular business hours or during an emergency.

K. CONTRACTOR COMPLAINT PROCEDURE

1. The Contractor shall receive, investigate, and respond to all complaints of unsatisfactory Services within twenty-four (24) hours after the complaint is received. Any complaint initially received by the City will be directed to the Contractor's office.

a. Any item filed as a complaint, not properly tagged or reported to the City the following day of scheduled pick up, shall be the responsibility of the Contractor to correct.

b. In the event a complaint is not resolved within twenty-four (24) hours, and where no fault can be found on the Resident's part as determined by the City, the City shall have the right to demand an explanation and/or resolution to its satisfaction, which may include a special collection of the Solid Waste, Yard Waste, or Recycling.

i. Where the collection from a household is inadvertently missed on a day preceding a Holiday or weekend, the complaint shall be resolved and Service shall be provided on the next service day.

c. In the event the Contractor disputes a determination made by the City concerning the lack of fault of the Resident, the Contractor may appeal such determination to the City by notifying the City within twenty-four (24) hours after such determination is made. Such notification may initially be made by telephone, but must then be followed-up in writing.

d. In the event the Contractor unreasonably fails to resolve a complaint within twenty-four (24) hours after the complaint is received or the Contractor fails to resolve a complaint within twenty-four (24) hours after the City makes its final determination, the Contractor shall pay the City the sum of $250.00 for the first complaint, and if not resolved within additional forty-eight (48) hours period, $500.00 for the second and subsequent complaints until the complaint is resolved.

e. The Contractor shall pay to the City reimbursement for all costs incurred pertaining to correcting a complaint due to negligence on the part of the Contractor, including administrative and attorneys' fees.

f. The Contractor shall maintain a daily log of complaints received in a format approved by the City. A copy of these complaints and their resolution shall be provided to the City at the end of each month with the invoice for Services provided to City Facilities.

L. CONTRACTOR PROVISION OF CONTAINERS

1. Contractor shall provide one (1) ninety (96) gallon (plus or minus five (5) gallons) or, where requested by a Resident, one (1) sixty-four (64) gallon (plus or minus five (5) gallons) wheeled Containers (rotational molded only) for trash collection to each Residential Unit. A second Container is available to each Residential Unit upon the Resident's request for such second Container. The Contractor is also to provide one (1) ninety-six (96) gallon or, where requested by a Resident, one (1) sixty-four (64) gallon (plus or minus five (5) gallons) wheeled Container for Recycling to each Residential Unit.

   a. The Containers must conform to ANSI standards and must be approved by the City. The Containers must be a City approved color and will have the name of the Contractor displayed on the side. The Contractor needs to be prepared to offer a smaller sixty-four (64) gallon wheeled Container for both Solid Waste and Recycling upon individual requests. Contractor shall provide the proposed Container company and Container specifications with its Bid.

2. The Contractor shall be responsible for providing and delivering Containers to new Residents, replacing stolen containers, replacing and/or repairing damaged or unusable Containers at no extra cost (reasonably suitable for the Services) but limited to one (1) replacement Container for each Container issued to the Resident during the Contract period.

3. The Contractor shall exercise reasonable care not to damage a reusable Container, and to replace the same in an upright position on the sidewalk, curbside, driveway, or alley out of the traveled portion of the right-of-way. Full restitution shall be made for damages by the Contractor upon proof of negligence of its actions.

   a. The Contractor shall handle all Containers with reasonable care to avoid damage and spills. Where collection crews break or spill any item of waste, the crews shall immediately clean up the debris.

   b. The Contractor shall <u>not</u> be responsible for collecting or cleaning up refuse, recycling, or landscape litter that has blown, fallen, leaked or been scattered from bags, cans, bins or other Containers through no fault of the Contractor.

4. After the initial program is implemented, the Contractor shall provide for a one-time pick-up and disposal of unneeded Resident-owned trash containers from each Residential Unit. This pick-up will be on the same day as the weekly Service and would be in addition to any weekly Container limit.

5. The Contractor shall return all empty Containers at each stop to the general location at which they were found. Empty Containers shall <u>not</u> be placed in the middle of driveways, in driveway aprons, or near the curb in a manner that will increase the likelihood that an empty Container will block a sidewalk or fall or roll into the street.

M. CONTRACTOR'S COLLECTION AND REPORTING DATA

1. The Contractor shall collect and report to the City the following information computed on a quarterly basis. Such reporting shall be submitted to the City by the month following the end of the calendar quarter.

a. Number of curbside recycling collection Residential Units setting out materials; and

b. Summary of tonnages of all Recyclable collected by material type.

c. Tonnage of trash disposed of (or collected) by month; and

d. Other statistics that may be required by the State of Indiana.

2. The Contractor shall submit the following summary reports on an annual basis:

a. Summary of participation rates of Recycling;

b. Collected material amounts of both solid waste and Recyclables;

c. Summary of Contractors participation in public awareness and education activities;

d. Summary of successes and problems and measures taken to resolve problems; and

e. Those reports that may be required by the State of Indiana.

3. The Contractor shall tag and identify any Containers/Container(s) or items exceeding the contracted limit. A list of violations shall be submitted to the City on a daily basis.

4. The Contractor shall notify the City of any changes before they are made regarding company policies or personnel that directly affect this Contract.

N. CITY RESPONSIBILITIES AND REQUIREMENTS

1. The City shall pay the Contractor monthly for Services provided to Residential Units for the preceding month. By the fifth (5^{th}) day of the month, the Contractor shall submit a detailed Application for Payment to the City for all Services rendered based on number of Residential Units receiving Services the preceding calendar month and as required by the Contract Documents. The City shall remit payment by the fifth (5^{th}) day of the month thereafter or within thirty (30) days following actual receipt of the Contractor's Application for Payment. If any dispute arises, the undisputed amount shall be paid by the City to Contractor.

a. The total rate per Residential Unit shall be based on the Base Bid and/or Alternates as provided in Contractor's Bid in the Bid Form included in the Contract Documents.

b. Contractor agrees that its payment from the City is contingent upon only the actual amounts received by the City from each Residential Unit for the Services; thus, the Contractor assumes the risk of nonpayment by the Residents, subject to City's good faith efforts to collect for those Services and enforce its collection rights against the Residents including termination of the Services and separate water services as provided by statute. Actual receipt of payment from the Resident for Service provided to the Residential Unit shall be a condition precedent to the City's obligation to make payment to the Contractor.

2. The City shall supply the most current City geographical map possible to the Contractor for route designation and scheduling purposes.

3. The City and Contractor shall develop and mutually agree upon an initial schedule for the Services with designated daily routes indicated. This schedule shall either be a street/alley list or street/alley map indicating on which days a given location is to be collected. The map will indicate all private streets and alleys that are not to be used by the Contractor.

O. RESIDENT RIGHTS, RESPONSIBILITIES AND REQUIREMENTS

1. Location of Containers for Service. Residents shall place Containers close to the curb (or in those areas without curbs, close to the edge of the pavement), to facilitate collection by the Contractor.

2. Residents are responsible for placing Containers, and Overage Bags in the appropriate street or alley location before 7:00 a.m. on the designated collection day.

3. Resident Separate Disposal. Any Residents wanting to dispose of large quantities of non-containerized refuse, landscape waste, or construction debris shall be allowed to solicit competitive prices for such services from refuse collection contractors and select any contractor.

a. The Resident shall be solely responsible for full payment for all such services. No such private collection Contract shall effect the terms of these Services.

P. NON-DISCRIMINATION

1. The Contractor hereby assures that it will comply with all federal and Indiana civil rights laws, including, but not limited to Ind. Code § 22-9-1-10. The Contractor, by submitting a bid, certifies and agrees that if it is the successful bidder and awarded the Contract, the Contractor or any subcontractors, or any other person acting on behalf of the

Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of a contract with the City, with respect to said employee's hire, tenure, terms, conditions, and privileges of employment or any other matters directly or indirectly related to employment because of the employee's or applicant's race, color, religion, age, gender, gender-identity, sexual orientation, handicap, disability, national origin, ancestry, or veteran or disabled veteran status. Also, in this regard, the contractor agrees that the provisions of Ind. Code § 5-16-6-1 are hereby incorporated by reference into these Specifications and Contract Documents as if they were fully set forth herein, and shall be binding upon the Contractor. Breach of this covenant may be regarded as a material breach of contract.

Q. CONTRACTOR BID, PERFORMANCE AND PAYMENT BOND REQUIRED

1. The successful bidder for the Services shall furnish the City with a corporate surety bond or an irrevocable letter of credit from an Indiana financial institution in the total amount of the Bid Price for one (1) year.

2. The corporate surety bond or irrevocable letter of credit shall be conditioned on the faithful performance of the Services in accordance with these Specifications and Contract Documents and the due payment of all lawful claims for all labor, materials, equipment, tools, fees and other items used in the performance of the Services.

3. As a condition of awarding the Contract, the successful bidder must furnish the corporate surety bond or irrevocable letter of credit at the execution of the Contract. Failure to do so within this time may be interpreted, at the discretion of the City, as failure to perform the obligations set forth in the Contract Documents.

4. The form of the Bid Bond, Payment Bond and Performance Bond are attached hereto. The same conditions shall apply to an irrevocable letter of credit as indicated in the Performance and Payment Bonds.

R. REVISED FORM 96

1. Contractor shall submit with its Bid Indiana State Board of Accounts Revised Form 96 with a financial statement, a statement of experience, the Bidder's proposed plans for performing the Services and any equipment the Bidder has available for the performance of the Services.

4710202

EXHIBIT 1

CITY OF FISHERS MUNICIPAL BOUNDARIES

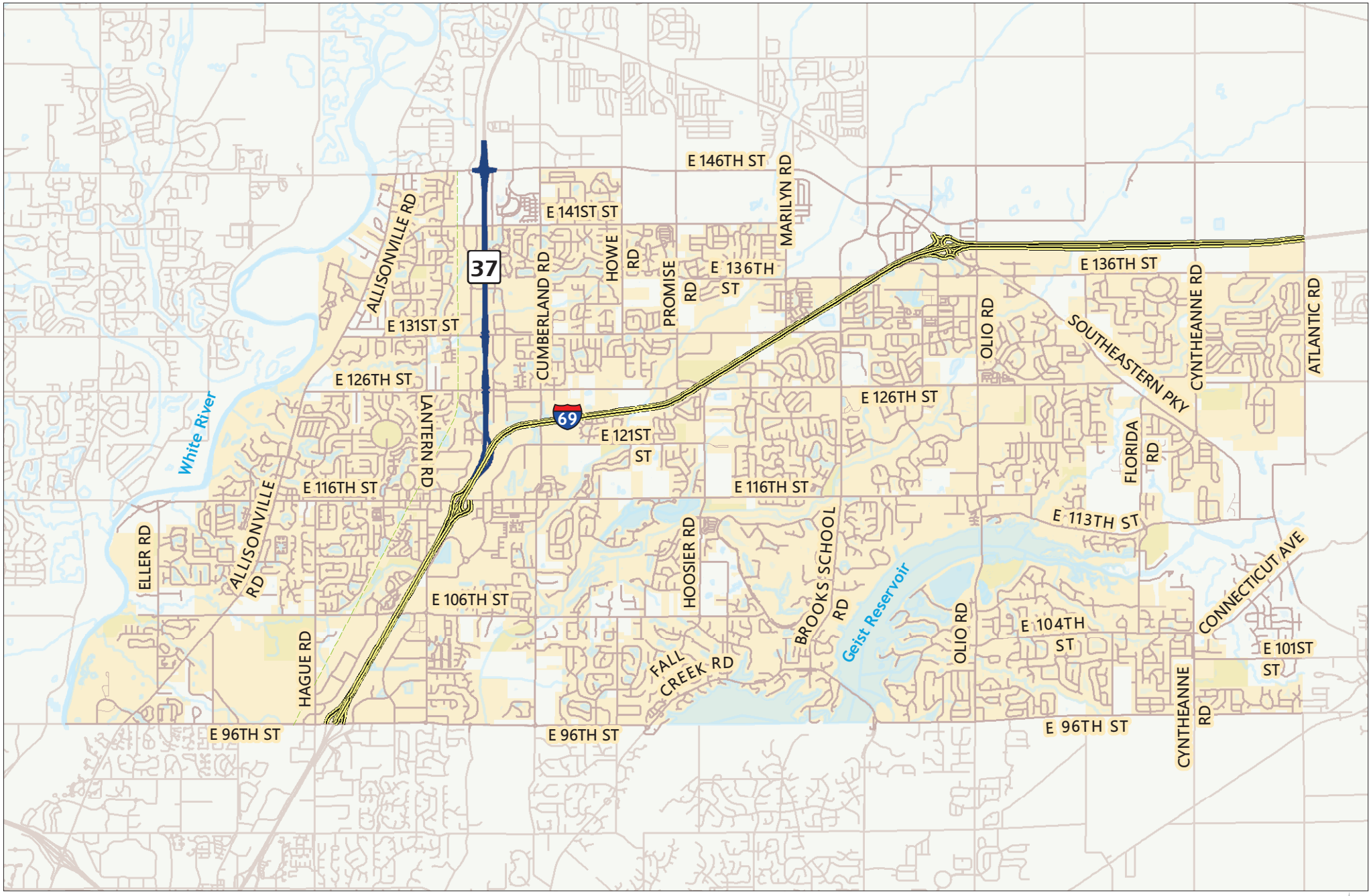

Exhibit 1

Legend

City of Fishers Corporate Limits

FISHERS
EST. 1872

0 2 Mile

EXHIBIT 2
CITY FACILITY DISPOSAL NEEDS

Property	Address	Dump Times per Week	# of Dumpsters	Size of Dumpster
Geist Waterfront Park	10811 OLIO RD, FISHERS,IN46040	3 x week	2	4yd
Holland Park Dumpster	1 ELLIPSE PKWY,FISHERS,IN46038	2 x week	1	10 yd
DPW Dumpster	10200 ELLER RD,FISHERS,IN46038	3 x week	1	10 yd
DPW Recycling Dumpster	10200 ELLER RD,FISHERS,IN46038	1 x week	1	8 yd
Ritchey Woods Dumpster	10410 HAGUE RD,FISHERS,IN46038	1 x week	1	8 yd
Ritchey Woods Recycling Dumpster	10410 HAGUE RD,FISHERS,IN46038	1 x week	1	8 yd
Olio Dumpster	14181 E 126TH ST,FISHERS,IN46038	1 x week	1	10 yd
Dog Park Dumpster	1 MUNICIPAL DRIVE FISHERS IN 46038	6 x week	6	8 yd
Launch Dumpster	12175 VISIONARY WAY,FISHERS,IN46038	1 x week	1	8 yd
Launch Recycling Dumpster	12175 VISIONARY WAY,FISHERS,IN46038	every other week	1	96 gallon
Heritage Park/AMB Dumpster	10595 ELLER RD,FISHERS,IN46038	1 x week	1	8 yd
Flat Fork Annex Dumpster	16266 CONNECTICUT AVE,FORTVILLE,IN46040	1 x week	1	8 yd
Brooks School Dumpster	11780 BROOKSCHOOL DR,FISHERS,IN46038	1 x week	1	8 yd
Brooks School Recycling Dumpster	11780 BROOKSCHOOL DR,FISHERS,IN46038	1 x week	1	8 yd
FS 97 Dumpster	15109 E 136th ST, FISHERS, IN 46037	1 x week	1	4 yd
FS 96 Dumpster	15263 E 104TH ST,FISHERS,IN46040	1 x week	1	4 yd
FS 95 Dumpster	10870 E 131ST STREET FISHERS IN 46038	1 x week	1	4 yd
FS 94 Dumpster	10701 CUMBERLAND ROAD FISHERS IN 46038	1 x week	1	4 yd
FS 93 Dumpster	10501 ALLISONVILLE ROAD FISHERS IN 46038	1 x week	1	4 yd
Cyntheanne Dumpster	12383 CYNTHEANNE RD,FISHERS,IN46038	1 x week	1	10 yd

Billericay Dumpster	12690 PROMISE RD,FISHERS,IN46038	1 x week	1	10 yd
Billericay Recycling Dumpster	12690 PROMISE RD,FISHERS,IN46038	1 x week	1	8 yd
Mudsock Dumpster	12160 PACKERS AVE,FISHERS,IN46037	1x week	1	8 yd
Fleet	7200 PYMBROKE AVE,FISHERS,IN46038	1 x week	1	10 yd
Agri Park	11171 FLORIDA RD,FISHERS,IN46040	1 x week	1	10 yd