



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety Meeting

DATE: 5/28/2024, at 9:00 AM

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

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

1. Meeting Called to Order

- a. Public Comments

2. Announcements

3. Presentations

4. Consent Agenda

- a. Request to review the previous meeting memoranda
- b. Request to approve the account payable register

5. Resolution

- a. **R052824** – Request to Amend the Standard Construction Specifications.
- b. **R052824A** – Request to Amend the Stormwater Management Resolution.
- c. **R052824B** – Request to approve a road cut on Allisonville Road for Comcast.

- d. **R052824C** – Request to approve a Right-of-Way Dedication Agreement at 12323 Cyntheanne Road for Jai Hanuman Temple.
- e. **R052824D** – Request to award professional services contract to develop a Comprehensive Safety Action Plan.
- f. **R052824E** – Request to approve Second Amendment between Fishers and American Structurepoint for Rosanna Village Low Pressure Sewer System.
- g. **R052824G** – Request to approve Sewer Variance for Chicken N Pickle.
- h. **R052824H** – Request to approve an Encroachment Agreement for Fishers Station.
- i. **R052824I**- Request to approve Provider Group Services Agreement with Cigna Healthcare of Indiana.
- j. **R052824J** - Request to approve a Professional Service Agreement with Speck Dempsey.
- k. **R052824K** – Request to approve Certificate of Indebtedness (Barrett East).
- l. **R052824L** - Request to approve City of Fishers Residential Utility Billing Policy.
- m. **R052824M** Request to approve agreement for Signal Maintenance and Inspe
- n. **R052824N** – Request to Declare Property as Surplus (Andy Burks)
- o. **R052824O** – Request to Declare Property as Surplus (Matt Ruhnnow)

6. Regular Items

7. Unfinished/New Business

8. Meeting Adjournment

Form Name:	Public Meeting Comment Form
Submission Time:	May 16, 2024 6:59 pm
Browser:	Chrome Mobile 121.0.0.0 / Android
IP Address:	172.56.249.183
Unique ID:	1226299500
Location:	39.711, -86.2591

Name	Robert Thompson
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Address	16147 Oliver St Fishers , IN 46037
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Email	golferbob16@gmail.com
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Subdivision or business name	Britton Falls
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Please select the meeting to which you would like to submit a public comment	Board of Public Works and Safety City Council Plat Committee Redevelopment Authority Redevelopment Commission Technical Advisory Committee Town Hall Building Corporation
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Meeting Date	May 20, 2024
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Project Name/Resolution Number	Meijer
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Comment	This area does not need another grocery store with over 10 groceries within a 30 minute drive. Already this area has has grown way too much to support the existing infrastructure. The corner of Southeastern and Cynthanne rd cannot handle such an increase in traffic. A better location would be the parcels just north of 136th and Cyntheanne rd.
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Would you like to receive email communications and updates from the City of Fishers?	Yes
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Form Name:	Public Meeting Comment Form
Submission Time:	May 27, 2024 12:09 pm
Browser:	Mobile Safari 17.4.1 / iOS
IP Address:	73.176.201.128
Unique ID:	1229467883
Location:	40.0565, -86.0159

Name	Susan Israel
Address	6475 Salem Dr Fishers, IN 46038
Email	sueisrael@comcast.net
Subdivision or business name	Parks at White River
Please select the meeting to which you would like to submit a public comment	Board of Public Works and Safety
Meeting Date	May 31, 2024
Project Name/Resolution Number	Lot 49 Sycamore Tree issue
Comment	We are original owners since 1992. The sycamore tree on edge of property around city sidewalk is a safety concern many reasons. The tree has grown so big and old in any inclement weather wind rain tornado, which all have increased in intensity causes many dead branches to land in the street sidewalk yard area. Lightening strikes the biggest tree and that is the sycamore causing all walkers in the sidewalks a safety issue on our property. Please either trim tree back massively or remove for safety reasons. I apologize for not knowing where to submit this issue.
Would you like to receive email communications and updates from the City of Fishers?	Yes



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety
DATE: 05/14/2024
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 and Scott Fadness were present.
- Staff present/Legal: Hatem Mekky, Tracy Gaynor, Laura Gropp, Eric Steiner, Lindsey Bennett, and Kari Adriano.
- Members of the public were able to submit comments to the Board via form submission. [Public Comment](#).

2. Announcements:

3. Presentations:

CONSENT AGENDA

- 4a.** Request to approve the previous meeting memoranda: [Meeting Minutes 4-23-24](#).
- Jason Meyer made a motion to table Meeting Minutes 4-09-24. Scott Fadness seconded the motion. There was no remonstrance and the motion was tabled 2 in favor, 0 opposed.
- 4b.** Request to approve the account payable register: [Accounts Payable 4-23-24](#).
- Jason Meyer made a motion to approve the consent agenda. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

RESOLUTION

- 5. R051424-** Request to approve a Participating Provider Agreement with Senate Health Plans Solutions dba IU Health Plan Services.

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

- Laura Gropp, Deputy Director Finance & Operations, Fishers Health Department, presented, **R051424** to the board.
- Jason Meyer made a motion to approve **R051424**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

- 6. R051424A** – Request to approve a Sanitary Sewer Service Agreement for Abbott Commons 1.

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

- Hatem Mekky, Director of Engineering, presented **R051424A** to the board.
- Jason Meyer made a motion to approve **R051424A**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

- 7. R051424B** – Request to approve Right-of-Way Dedication at 13562 E 116th Street for Drive Planning.

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

- Hatem Mekky, Director of Engineering, presented **R051424B** to the board.
- Jason Meyer made a motion to approve **R051424B**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



CITY OF FISHERS AGENDA

8. R051424C – Request to approve Right-of-Way Dedication for Abbott Commons.

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

- Hatem Mekky, Director of Engineering, presented **R051424C** to the board.
- Scott Fadness made a motion to approve **R051424C**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

9. R051424E – Request to approve renewal of enterprise license agreement for Geographic Information Systems (“GIS”) software.

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

- Tracy Gaynor, Director of Information Technology, presented **R051424E** to the board.
- Scott Fadness made a motion to approve **R051424E**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

10. R051424F – Request to renew enterprise license agreement for Microsoft software licensing.

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

- Tracy Gaynor, Director of Information Technology, presented **R051424F** to the board.
- Jason Meyer made a motion to approve **R051424F**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

11. R051424G – Request to approve Landscaping Services Agreement (Hittle Landscape).

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

- Eric Steiner, Assistant Director of Public Works, presented **R051424G** to the board.
- Jason Meyer made a motion to approve **R051424G**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

REGULAR ITEMS

12. Unfinished/New Business:

13. Meeting Adjournment

- Jason Meyer made a motion to adjourn the meeting. Scott Fadness seconded the motion.
- There was no remonstrance and the motion passed 2 in favor, 0 opposed.
- The meeting was adjourned at 9:09 a.m.

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

Respectfully Submitted,

Kari Adriano, Board Clerk



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety
DATE: 04/23/2024
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 9:03 a.m. by Scott Fadness. Board members Jeff Lantz and Scott Fadness were present.
- Staff present/Legal: Ross Hilleary, Hatem Mekky, Joe Harding, Tami Houston, Rich Bassett, Tracy Gaynor, Laura Gropp, Lindsey Bennett, and Kari Adriano.
- Public Present: Larry Lannan
- Members of the public were able to submit comments to the Board via form submission. [Public Comment](#).

2. Announcements:

3. Presentations:

CONSENT AGENDA

- 4a. Request to approve the previous meeting memoranda: [Meeting Minutes 4-09-24](#).
- 4b. Request to approve the account payable register: [Accounts Payable 4-23-24](#).
- Jeff Lantz made a motion to approve the consent agenda. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

RESOLUTION

5. **R042324** – Request to approve a Payment in Lieu of Developer Improvements Agreement for Abbott Commons.

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

- Hatem Mekky, Director of Engineering, presented **R042324** to the board.
- Jeff Lantz made a motion to approve **R042324**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

6. **R042324A** – Request to approve a road cut on 116th Street for CityView Development.

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

- Tami Houston, Project Engineer, Engineering Department, presented **R042324A** to the board.
- Jeff Lantz made a motion to approve **R042324A**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

7. **R042324B** – Request to revoke Right-of-Way permits.

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

- Tami Houston, Project Engineer, Engineering Department, presented **R042324B** to the board.
- Jeff Lantz made a motion to approve **R042324B**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



8. R042324C – Request to approve a curb cut at 13562 E 116th Street for Drive Planning.

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

- Hatem Mekky, Director of Engineering, presented **R042324C** to the board.
- Scott Fadness made a motion to approve **R042324C**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

9. R042324D –Request to approve Local Roads and Bridges Matching Grant Agreement for CCMG 24-1 with INDOT.

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

- Hatem Mekky, Director of Engineering, presented **R042324D** to the board.
- Jeff Lantz made a motion to approve **R042324D**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

10. R042324E – Request to approve LPA-IMPO Agreement for 96th Street and Cyntheanne Road Roundabout.

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

- Tami Houston, Project Director, Engineering Department, presented **R042324E** to the board.
- Jeff Lantz made a motion to approve **R042324E**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

11. R042324F – Request to approve LPA-IMPO Agreement for 131st Street and Howe Road Roundabout

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

- Tami Houston, Project Director, Engineering Department, presented **R042324F** to the board.
- Jeff Lantz made a motion to approve **R042324F**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

12. R042324G –Request to approve Reimbursement Agreement with Duke Energy for 96th Street and Cyntheanne Road Roundabout.

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

- Tami Houston, Project Engineer, Engineering Department, presented **R042324G** to the board.
- Jeff Lantz made a motion to approve **R042324G**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

13. R042324H – Request to approve Non-Profit Agreement's from the Fishers Health Department.

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

- Laura Gropp, Deputy Director of Finance & Operations, presented **R042324H** to the board.
- Scott Fadness made a motion to approve **R042324H**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



CITY OF FISHERS AGENDA

14. R042324I – Request to approve agreement with American Red Cross.

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

- Joe Harding, EMS Division Chief, Fire Department, presented **R042324A** to the board.
- Jeff Lantz made a motion to approve **R042324A**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.
-

15. R042324J – Request to approve grant agreement with Indiana Department of Homeland Security.

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

- Joe Harding, EMS Divisions Chief, Fire Department, presented **R042324I** to the board.
- Jeff Lantz made a motion to approve **R042324I**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

16. R042324K – Request to approve Professional Services Agreement with Jess Yoder for Youth Mental Health First Aid.

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

- Laura Gropp, Deputy Director of Finance & Operations, presented **R042324K** to the board.
- Scott Fadness made a motion to approve **R042324K**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

17. R042324L – Request to award Road Resurfacing Bid 24-1.

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

- Rich Bassett, Asset Manager, Engineering Department, presented **R042324L** to the board.
- Jeff Lantz made a motion to approve **R042324L**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

18. R042324M – Request to approve a Park Impact Fee Credit Agreement for Cyntheanne Woods.

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

- Hatem Mekky, Director of Engineering, presented **R042324M** to the board.
- Jeff Lantz made a motion to approve **R042324M**. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.



CITY OF FISHERS AGENDA

REGULAR ITEMS

19. Unfinished/New Business:

20. Meeting Adjournment

- Jeff Lantz made a motion to adjourn the meeting. Scott Fadness seconded the motion.
- There was no remonstrance and the motion passed 3 in favor, 0 opposed.
- The meeting was adjourned at 9:20 a.m.

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

Respectfully Submitted,

Kari Adriano, Board Clerk

I hereby certify that each of the above listed vouchers and the invoices, or bills

attached there to, are true and correct and I have audited same in accordance with
IC 5-11-10-1.6.

May 28 _____, 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 86 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$2,874,648.67.

Dated this 28th day of May 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
71830	05/16/2024 EFT	3720 DOXIM UTILITEC LLC	89392 0424P 304.19 60601013 43100	04/30/2024 Professional Services		51624EP	304.19
				CHECK	71830	TOTAL:	304.19
71831	05/16/2024 EFT	274 Meyer Najem Construc	89433 02-22-799-00020 694,659.24 10101011 44920 11,558.90 10101011 44920	04/30/2024 Capital Expenses Capital Expenses	22301409	51624EP	706,218.14
				CHECK	71831	TOTAL:	706,218.14
71832	05/16/2024 EFT	2055 MJ Insurance Inc	89385 390894 69,131.13 60609014 43100	05/09/2024 Professional Services		51624EP	69,131.13
				CHECK	71832	TOTAL:	69,131.13
71833	05/16/2024 EFT	2789 Verizon Communicatio	89570 9962453419 830.44 10106050 43100	04/23/2024 Professional Services	22400189	51624EP	830.44
			89571 9962487362 650.62 10106050 43100	04/23/2024 Professional Services	22400189	51624EP	650.62
			89572 9962475149 1,170.39 10106050 43100	04/23/2024 Professional Services	22400189	51624EP	1,170.39
			89573 9962438370 207.63 10106050 43100	04/23/2024 Professional Services	22400189	51624EP	207.63
			89575 9962391573 968.75 10106050 43100	04/23/2024 Professional Services	22400189	51624EP	968.75
			89576 9962380158 4,925.27 10106050 43100	04/23/2024 Professional Services	22400189	51624EP	4,925.27
			89577 9962438330 2,098.96 60606050 43100	04/23/2024 Professional Services	22400041	51624EP	2,098.96
			89578 9962423254 679.52 10106050 43100	04/23/2024 Professional Services	22400189	51624EP	679.52
			89579 9962436969 1,857.20 62606050 43100	04/23/2024 Professional Services	22400176	51624EP	1,857.20
				CHECK	71833	TOTAL:	13,388.78

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 4 *** CASH ACCOUNT TOTAL *** 789,042.24

	COUNT	AMOUNT
TOTAL EFT'S	4	789,042.24

*** GRAND TOTAL *** 789,042.24

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

71834 05/17/2024 MANL 364 Cinergy Corp

89372 910162403280
77.46 60609014 4350005/03/2024 22400010 51724DD
Utility Services

77.46

CHECK 71834 TOTAL: 77.46

71835 05/17/2024 MANL 364 Cinergy Corp

89333 910144299905
1,857.82 10109012 4310005/01/2024 22400119 51724DD
Professional Services

1,857.82

CHECK 71835 TOTAL: 1,857.82

71836 05/17/2024 MANL 364 Cinergy Corp

89497 910148743158
247.64
E 21223004 .PROFSE.
27055058 4310005/13/2024 51724DD
Professional Services

247.64

CHECK 71836 TOTAL: 247.64

71837 05/17/2024 MANL 364 Cinergy Corp

89500 910159310007
150.46 21205058 4310005/13/2024 51724DD
Professional Services

150.46

CHECK 71837 TOTAL: 150.46

NUMBER OF CHECKS 4 *** CASH ACCOUNT TOTAL *** 2,333.38

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	4	2,333.38

*** GRAND TOTAL *** 2,333.38

A/P CASH DISBURSEMENTS JOURNAL

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

				VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
71838	05/17/2024	MANL	2452 Regions Bank	89761	424CC-Police	04/30/2024		424CC	58,992.62
				2,407.68	10108015 43200	Comms And Transportation			
				103.98	10108015 42200	operating Supplies			
				150.00	10108015 42200	Operating Supplies			
				751.20	10108015 42200	operating Supplies			
				106.80	10108015 42200	operating Supplies			
				19.00	10108015 43200	Comms And Transportation			
				2,707.16	10108015 43200	Comms And Transportation			
				50.00	10108015 43200	Comms And Transportation			
				606.33	10108015 43200	Comms And Transportation			
				51.34	10108013 43200	Comms And Transportation			
				1,084.05	10108013 43200	Comms And Transportation			
				38.09	10108013 43200	Comms And Transportation			
				7.61	10108013 43200	Comms And Transportation			
				1,093.44	E 81322001 .Train .	.			
					27058010 43200	Comms And Transportation			
				130.00	10108013 43200	Comms And Transportation			
				115.00	10108013 43200	Comms And Transportation			
				29.32	10108015 42200	operating Supplies			
				820.08	E 81322001 .Train .	.			
					27058010 43200	Comms And Transportation			
				735.69	E 81322001 .Train .	.			
					27058010 43200	Comms And Transportation			
				1,158.69	E 81322001 .Train .	.			
					27058010 43200	Comms And Transportation			
				735.69	E 81322001 .Train .	.			
					27058010 43200	Comms And Transportation			
				10.00	10108013 43100	Professional Services			
				653.30	10108012 43200	Comms And Transportation			
				1,130.00	E 81322001 .PROFSE.	.			
					27058010 43100	Professional Services			
				85.56	10108013 42200	operating Supplies			
				200.00	10108013 43100	Professional Services			
				128.39	E 81322001 .EQUIP .	.			
					27058010 44910	Non Infrastructure Rltd Assets			
				4.55	10108013 43200	Comms And Transportation			
				997.89	E 81322001 .Train .	.			
					27058010 43200	Comms And Transportation			
				-8.78	10108013 43200	Comms And Transportation			
				2,396.46	E 81322001 .Train .	.			
					27058010 43200	Comms And Transportation			
				1,093.44	E 81322001 .Train .	.			

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

		27058010	43200	Comms And Transportation
5,544.00	10108012	43100		Professional Services
4,000.00	10108015	43200		Comms And Transportation
695.04	10108015	42200		Operating Supplies
144.95	10108015	42200		Operating Supplies
345.00	10108015	43200		Comms And Transportation
345.00	10108015	43200		Comms And Transportation
463.50	10108015	43200		Comms And Transportation
24.99	10108015	42200		Operating Supplies
181.50	10108015	42200		Operating Supplies
27.25	10108015	42200		Operating Supplies
252.31	10108015	42200		Operating Supplies
224.76	10108015	42200		Operating Supplies
524.96	10108013	43200		Comms And Transportation
524.96	10108013	43200		Comms And Transportation
950.00	10108013	43200		Comms And Transportation
298.63	10108015	42200		Operating Supplies
195.00	10108012	43200		Comms And Transportation
676.65	10108015	43200		Comms And Transportation
715.00	10108011	43200		Comms And Transportation
30.00	10108011	43200		Comms And Transportation
2,407.68	10108015	43200		Comms And Transportation
42.00	10108015	42200		Operating Supplies
80.50	10108015	42200		Operating Supplies
528.18	10108013	43100		Professional Services
437.75	10108011	43200		Comms And Transportation
308.00	10108011	43100		Professional Services
1,050.00	10108011	43100		Professional Services
45.67	10108015	42200		Operating Supplies
741.63	10108015	42200		Operating Supplies
48.98	10108013	42200		Operating Supplies
709.90	10108015	42200		Operating Supplies
132.93	10108015	42200		Operating Supplies
21.92	10108015	42200		Operating Supplies
147.88	10108015	42200		Operating Supplies
31.12	10108015	42200		Operating Supplies
48.91	10108015	42200		Operating Supplies
44.00	10108015	42200		Operating Supplies
53.50	10108015	43100		Professional Services
400.00	10108012	42200		Operating Supplies
562.06	10108012	42200		Operating Supplies
119.62	10108012	42200		Operating Supplies
560.90	10108013	43100		Professional Services
100.00	10108013	43100		Professional Services
710.78	10108013	42200		Operating Supplies
1,358.63	10108013	43100		Professional Services
446.47	10108013	43100		Professional Services
44.65	10108013	43100		Professional Services
115.54	10108015	42200		Operating Supplies
2,245.00	10108015	42200		Operating Supplies
-7.56	10108015	42200		Operating Supplies
39.00	10108015	43200		Comms And Transportation

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

VOUCHER INVOICE

INV DATE

PO

WARRANT

NET

				495.00	10108013	43200	Comms And Transportation		
				304.47	10108013	42200	operating Supplies		
				5,000.00					
					E 81322001	.PROFSE.			
					27058010	43100	Professional Services		
				120.25	10108012	42200	operating Supplies		
				51.99	10108012	42200	operating Supplies		
				306.51	10108012	42200	operating Supplies		
				1,605.00	10108012	43100	Professional Services		
				88.99	10108012	42200	operating Supplies		
				110.73	10108012	42200	operating Supplies		
				399.99	10108012	42200	operating Supplies		
				598.59	10108013	42200	operating Supplies		
				580.00	10108015	42200	operating Supplies		
							CHECK	71838	TOTAL: 58,992.62
71839	05/17/2024	MANL	2452 Regions Bank	89750	424CC-DPW		04/30/2024	424CC	27,508.74
				625.00	20106191	42200	operating Supplies		
				225.00	20106191	42200	operating Supplies		
				1,320.00	20206191	42200	operating Supplies		
				792.70	10106192	42200	operating Supplies		
				324.58	20206191	42200	operating Supplies		
				-558.32	10106193	42200	operating Supplies		
				648.34	10109012	43100	Professional Services		
				42.01	10109012	43100	Professional Services		
				39.64	10109012	43100	Professional Services		
				68.82	10109012	43100	Professional Services		
				42.01	10109012	43100	Professional Services		
				3,025.72	10109012	43100	Professional Services		
				212.26	10109012	43100	Professional Services		
				585.68	10109012	43100	Professional Services		
				301.69	10109012	43100	Professional Services		
				801.10	10109012	43100	Professional Services		
				39.64	10109012	43100	Professional Services		
				42.96	10109012	43100	Professional Services		
				-406.77	10109012	43100	Professional Services		
				268.53	20109011	43100	Professional Services		
				1,487.49	10109013	43100	Professional Services		
				724.52	10109012	43100	Professional Services		
				2,477.60	10109012	43100	Professional Services		
				793.02	10109012	43100	Professional Services		
				131.32	10109012	43100	Professional Services		
				243.36	10109012	43100	Professional Services		
				40.66	10109012	43100	Professional Services		
				40.01	10109012	43100	Professional Services		
				397.49	10109012	43100	Professional Services		
				63.46	10109012	43100	Professional Services		
				40.01	10109012	43100	Professional Services		
				591.86	10109012	43100	Professional Services		
				39.64	10109012	43100	Professional Services		

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				39.64	10109012	43100	Professional Services		
				15.52	10106192	42200	operating Supplies		
				1,076.06	10106192	42200	operating Supplies		
				-41.80	10106192	42200	operating Supplies		
				22.00	10109012	43100	Professional Services		
				195.00	10109013	43100	Professional Services		
				293.50	10106192	42200	Operating Supplies		
				575.00	10109013	43200	Comms And Transportation		
				200.00	10109013	43200	Comms And Transportation		
				88.00	10106192	42200	Operating Supplies		
				92.00	10106192	42200	operating Supplies		
				270.00	10106192	42200	operating Supplies		
				1,187.42	10106192	42200	operating Supplies		
				982.27	10106192	42200	operating Supplies		
				463.66	10106192	42200	operating Supplies		
				771.56	10106192	42200	operating Supplies		
				576.00	10106192	42200	operating Supplies		
				15.99	10106192	42200	operating Supplies		
				119.88	62609014	43100	Professional Services		
				102.24	62609014	42200	operating Supplies		
				136.01	62609014	42200	operating Supplies		
				600.00	62609014	43200	Comms And Transportation		
				3,331.41	60609014	43500	Utility Services		
				860.05	60609014	42200	operating Supplies		
				26.30	60609014	42200	operating Supplies		
								CHECK	71839 TOTAL: 27,508.74
71840	05/17/2024	MANL	2452 Regions Bank	89754	424CC-Fire	04/30/2024	424CC		15,979.42
				30.00	10105013	43200	Comms And Transportation		
				25.00	10105013	43200	Comms And Transportation		
				20.00	10105011	43200	Comms And Transportation		
				1,418.76	10105016	42200	Operating Supplies		
				2,412.59	10105016	42200	operating Supplies		
				298.98	10105013	42200	operating Supplies		
				129.98	10105016	42200	operating Supplies		
				86.90	10105013	43100	Professional Services		
				321.00	10105016	42200	operating Supplies		
				7,177.66	10105012	42200	operating Supplies		
				721.18	10105012	42200	operating Supplies		
				19.95	10105016	42200	operating Supplies		
				14.11	10105016	42200	operating Supplies		
				29.99	10105011	43100	Professional Services		
				418.80	10105011	42200	operating Supplies		
				829.31	10105011	42200	operating Supplies		
				209.39	10105016	43100	Professional Services		
				14.99	10105011	43100	Professional Services		
				46.97	10105011	42200	operating Supplies		
				14.10	10105011	42200	operating Supplies		
				137.18	10105011	42200	operating Supplies		
				17.20	10105011	42200	operating Supplies		

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10.61	10105011	42200	Operating Supplies
12.00	10105011	43100	Professional Services
38.24	10105011	42200	operating Supplies
148.02	10105011	42200	Operating Supplies
123.86	10105011	42200	operating Supplies
47.94	10105016	42200	operating Supplies
34.87	10105011	42200	Operating Supplies
53.50	10105014	42200	operating Supplies
449.70	10105014	42200	operating Supplies
52.51	10105015	42200	Operating Supplies
69.94	10105013	42200	operating Supplies
86.40	10105013	42200	operating Supplies
213.75	10105013	42200	Operating Supplies
8.62	10105013	42200	operating Supplies
141.62	10105013	42200	operating Supplies
93.80	10105013	42200	operating Supplies

CHECK 71840 TOTAL: 15,979.42

71841 05/17/2024 MANL 2452 Regions Bank

89762	424CC-Recreation	04/30/2024	22400284	424CC	8,971.01
24.24	10107010	42200	Operating Supplies		
284.45	10107010	42200	Operating Supplies		
54.77	10107010	42200	operating Supplies		
102.10	10107010	42200	Operating Supplies		
62.47	10107010	42200	operating Supplies		
8.98	10107010	42200	operating Supplies		
27.25	10107010	42200	Operating Supplies		
60.42	10107010	42200	operating Supplies		
1,991.42	10107010	42200	operating Supplies		
45.86	10107010	42200	Operating Supplies		
59.67	10107010	42200	operating Supplies		
576.33	10107010	42200	operating Supplies		
13.30	10107010	42200	Operating Supplies		
418.00	10107010	42200	operating Supplies		
55.81	10107010	42200	operating Supplies		
50.97	10107010	42200	Operating Supplies		
309.83	10107010	42200	operating Supplies		
631.50	10107010	42200	operating Supplies		
1,027.70	10107010	42200	Operating Supplies		
355.74	10107010	42200	operating Supplies		
62.02	10107010	42200	operating Supplies		
507.76	10107010	42200	Operating Supplies		
326.87	10107010	42200	operating Supplies		
767.02	10107010	42200	operating Supplies		
170.68	10107010	42200	Operating Supplies		
29.98	10107010	42200	operating Supplies		
580.00	10107010	42200	operating Supplies		
26.74	10107010	42200	Operating Supplies		
182.93	10107010	42200	operating Supplies		
34.75	10107010	42200	operating Supplies		
25.65	10107010	42200	operating Supplies		

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					7.00	10107010	42200	Operating Supplies				
					88.80	10107010	42200	operating Supplies				
									CHECK	71841	TOTAL:	8,971.01
71842	05/17/2024	MANL	2452	Regions Bank	89763	424CC-Recreation	04/30/2024	424CC				4,864.24
					899.60	10107010	43100	Professional Services				
					10.60	10107010	43100	Professional Services				
					800.00	10107010	43100	Professional Services				
					31.80	10107010	43100	Professional Services				
					18.40	10107010	43100	Professional Services				
					10.60	10107010	43100	Professional Services				
					154.60	10107010	43100	Professional Services				
					40.34	10107010	42200	operating Supplies				
					-40.34	10107010	42200	operating Supplies				
					118.00	10107010	43100	Professional Services				
					10.00	10107010	43100	Professional Services				
					51.85	10107010	43100	Professional Services				
					10.00	10107010	43100	Professional Services				
					15.00	10107010	43100	Professional Services				
					312.00	10107010	43200	Comms And Transportation				
					15.00	10107010	43100	Professional Services				
					99.00	10107010	43100	Professional Services				
					16.99	10107010	43100	Professional Services				
					92.39							
						E 70024001 .Supp	.	.				
						10107010	42200	operating Supplies				
					-.52	10107010	42200	operating Supplies				
					-.52	10107010	42200	operating Supplies				
					-.53	10107010	42200	operating Supplies				
					22.47							
						E 70024001 .Supp	.	.				
						10107010	42200	operating Supplies				
					1.57	10107010	42200	operating Supplies				
					24.00	10107010	42200	operating Supplies				
					18.59							
						E 70024001 .Supp	.	.				
						10107010	42200	operating Supplies				
					464.91							
						E 70024001 .Supp	.	.				
						10107010	42200	operating Supplies				
					606.94							
						E 70024001 .Supp	.	.				
						10107010	42200	operating Supplies				
					257.50							
						E 70024001 .Supp	.	.				
						10107010	43100	Professional Services				
					15.98							
						E 70024001 .Supp	.	.				
						10107010	42200	operating Supplies				
					267.94							

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						CHECK		71845 TOTAL :		4,563.28	
71846	05/17/2024	MANL	2452 Regions Bank	89757	424CC-IT	04/30/2024	22400190	424CC			4,781.90
				284.85	10106050 43100	Professional	Services				
				109.90	10106050 43100	Professional	Services				
				114.90	10106050 43100	Professional	Services				
				404.08	10106050 43100	Professional	Services				
				109.90	10106050 43100	Professional	Services				
				279.85	10106050 43100	Professional	Services				
				134.90	10106050 43100	Professional	Services				
				268.67	10106050 43100	Professional	Services				
				210.00	10106050 43100	Professional	Services				
				109.90	10106050 43100	Professional	Services				
				114.90	10106050 43100	Professional	Services				
				148.85	10106050 43100	Professional	Services				
				1,419.95	10106050 43100	Professional	Services				
				279.85	10106050 43100	Professional	Services				
				84.90	10106050 43100	Professional	Services				
				199.85	10106050 43100	Professional	Services				
				219.80	10106050 43100	Professional	Services				
				286.85	10106050 43100	Professional	Services				
						CHECK		71846 TOTAL :		4,781.90	
71847	05/17/2024	MANL	2452 Regions Bank	89758	424CC-IT	04/30/2024	22400190	424CC			156.85
				156.85	60606050 43100	Professional	Services				
						CHECK		71847 TOTAL :		156.85	
71848	05/17/2024	MANL	2452 Regions Bank	89759	424CC-IT	04/30/2024	22400516	424CC			135.00
				135.00	10106050 43100	Professional	Services				
						CHECK		71848 TOTAL :		135.00	
71849	05/17/2024	MANL	2452 Regions Bank	89756	424CC-HealthDept	04/30/2024		424CC			2,533.46
				-60.00	10103011 43100	Professional	Services				
				-60.00	10103011 43100	Professional	Services				
				-90.00	10103011 43100	Professional	Services				
				-168.00	10103011 43100	Professional	Services				
				-146.99	10103011 43100	Professional	Services				
				-168.00	10103011 43100	Professional	Services				
				-91.46	10103011 43100	Professional	Services				
				-142.19	10103011 43100	Professional	Services				
				26.00	10103011 42200	Operating	Supplies				
				49.83	10103011 42200	Operating	Supplies				
				23.54	10103011 42200	Operating	Supplies				
				32.10	10103011 42200	Operating	Supplies				
				55.98	10103011 42200	Operating	Supplies				

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26.00	10103011	42200	Operating Supplies
17.42	10103011	42200	Operating Supplies
49.41	10103011	42200	Operating Supplies
175.00	10103011	43100	Professional Services
434.69	10103011	43200	Comms And Transportation
264.00	21205058	43100	Professional Services
215.26	21205058	43200	Comms And Transportation
450.00	21205058	43100	Professional Services
99.50	21205058	43200	Comms And Transportation
35.25	21205058	42200	Operating Supplies
49.28	21205058	42200	Operating Supplies
62.97	21205058	42200	Operating Supplies
10.00	21205058	42200	Operating Supplies
675.00	21205058	43200	Comms And Transportation
14.99	21205058	43100	Professional Services
71.21	21205058	43200	Comms And Transportation
103.22	21205058	43200	Comms And Transportation
18.00	21205058	43100	Professional Services
-418.00	21205058	43200	Comms And Transportation
-19.52	21205058	43200	Comms And Transportation
150.00	21205058	43200	Comms And Transportation
150.00	21205058	43200	Comms And Transportation
120.00	21205058	43200	Comms And Transportation
209.00	21205058	43200	Comms And Transportation
56.22	10103011	42200	Operating Supplies
31.38	10103011	42200	Operating Supplies
177.12	10103011	42200	Operating Supplies
45.25	10103011	42200	Operating Supplies

CHECK 71849 TOTAL: 2,533.46

71850 05/17/2024 MANL 2452 Regions Bank

89749 424CC-Controller

04/30/2024

424CC

1,266.79

21.37	10101013	42200	Operating Supplies
50.00	10101013	43200	Comms And Transportation
25.00	10101013	43200	Comms And Transportation
369.96	10101013	43200	Comms And Transportation
25.00	10101013	43200	Comms And Transportation
50.00	10101013	43200	Comms And Transportation
141.50	10101013	43100	Professional Services
25.00	10101013	43200	Comms And Transportation
391.96	10101013	43200	Comms And Transportation
25.00	10101013	43200	Comms And Transportation
92.00	10101013	43100	Professional Services
50.00	10101013	43200	Comms And Transportation

CHECK 71850 TOTAL: 1,266.79

71851 05/17/2024 MANL 2452 Regions Bank

89755 424CC-Fleet

04/30/2024

424CC

1,239.41

15.00	10106010	43100	Professional Services
16.97	10106010	42200	Operating Supplies

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				CHECK		71854 TOTAL:	475.00	
71855	05/17/2024	MANL	2452 Regions Bank	89751	424CC-EconDev	04/30/2024	424CC	398.59
				71.95	10101014 42200	Operating Supplies		
				36.73	10101014 42200	Operating Supplies		
				19.07	10101014 42200	Operating Supplies		
				37.40	10101014 42200	Operating Supplies		
				38.73	10101014 42200	Operating Supplies		
				32.97	10101014 42200	Operating Supplies		
				45.00	10101014 43100	Professional Services		
				30.00	10101014 43100	Professional Services		
				10.29	10101014 43100	Professional Services		
				57.22	10101014 42200	Operating Supplies		
				19.23	10101014 42200	Operating Supplies		
				CHECK		71855 TOTAL:	398.59	
71856	05/17/2024	MANL	2452 Regions Bank	89748	424CC-Clerk	04/30/2024	424CC	86.52
				28.84	10102010 43100	Professional Services		
				28.84	10102010 43100	Professional Services		
				28.84	10102010 43100	Professional Services		
				CHECK		71856 TOTAL:	86.52	
71857	05/17/2024	MANL	2452 Regions Bank	89743	424CC-Admin	04/30/2024	22400389 424CC	152.73
				152.73	10101017 42200	Operating Supplies		
				CHECK		71857 TOTAL:	152.73	
71858	05/17/2024	MANL	2452 Regions Bank	89744	424CC-Admin	04/30/2024	22400441 424CC	844.64
				844.64	10101017 42200	Operating Supplies		
				CHECK		71858 TOTAL:	844.64	
71859	05/17/2024	MANL	2452 Regions Bank	89745	424CC-Admin	04/30/2024	424CC	16,039.11
				149.00	62601015 43200	Comms And Transportation		
				87.05	62601015 43100	Professional Services		
				449.00	62601015 43200	Comms And Transportation		
				264.00	62601015 43100	Professional Services		
				36.80	10101011 42200	Operating Supplies		
				15.04	10101011 42200	Operating Supplies		
				54.78	10101011 42200	Operating Supplies		
				403.68	10101017 42200	Operating Supplies		
				77.04	10101017 42200	Operating Supplies		
				50.00	10101017 42200	Operating Supplies		
				42.51	10101017 42200	Operating Supplies		

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16.00	10101016	42200	Operating Supplies
12.86	10101017	42200	operating Supplies
348.96	10101011	43100	Professional Services
51.30	10101011	42200	Operating Supplies
16.05	10101011	42200	operating Supplies
60.19	10101011	42200	operating Supplies
12.84	10101011	42200	Operating Supplies
319.93	10101011	42200	operating Supplies
30.00	10101011	42200	operating Supplies
23.99	10101011	42200	Operating Supplies
32.00	10101011	42200	operating Supplies
74.31	10101011	42200	operating Supplies
101.17	10101011	42200	Operating Supplies
111.45	10101011	42200	operating Supplies
448.05	10101016	43100	Professional Services
422.30	10101016	43100	Professional Services
422.30	10101016	43100	Professional Services
97.11	10101011	42200	operating Supplies
125.30	10101011	42200	Operating Supplies
448.05	10101016	43100	Professional Services
800.00	10101011	42200	operating Supplies
143.44	10101011	42200	Operating Supplies
99.98	10101011	42200	operating Supplies
14.04	10101011	42200	operating Supplies
6.09	10101011	42200	Operating Supplies
27.60	10101011	42200	operating Supplies
52.45	10101011	42200	operating Supplies
74.82	10101011	42200	Operating Supplies
68.81	10101011	42200	operating Supplies
26.92	10101011	42200	operating Supplies
43.80	10101011	42200	Operating Supplies
34.14	10101011	42200	operating Supplies
89.64	10101011	42200	operating Supplies
484.44	10101011	42200	Operating Supplies
28.00	10101011	43100	Professional Services
38.99	10101011	43100	Professional Services
85.13	10101011	42200	Operating Supplies
63.37	10107010	42200	operating Supplies
48.00	10107010	42200	operating Supplies
19.55	10107010	42200	Operating Supplies
237.36	10107010	42200	operating Supplies
500.00	10101016	42200	operating Supplies
300.00	10101016	42200	Operating Supplies
250.00	10101016	43100	Professional Services
24.75	10101016	43100	Professional Services
9.99	10101016	43100	Professional Services
3,099.80	10101016	43100	Professional Services
50.72	10101016	43100	Professional Services
18.06	10101016	42200	Operating Supplies
20.00	10101016	43100	Professional Services
59.57	10101016	43100	Professional Services
585.32	10101016	43100	Professional Services

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500.00	10101016	43100	Professional Services
400.00	10101016	43100	Professional Services
158.89	10101016	42200	operating Supplies
8.14	10101016	42200	operating Supplies
42.76	10101016	42200	operating Supplies
554.55	10101016	42200	operating Supplies
50.00	10101016	43100	Professional Services
60.96	10101016	43100	Professional Services
162.77	10101016	42200	operating Supplies
127.00	60609014	43100	Professional Services
127.00	60609014	43100	Professional Services
-127.00	60609014	43100	Professional Services
127.00	60609014	43100	Professional Services
254.00	60609014	43100	Professional Services
254.00	60609014	43100	Professional Services
254.00	60609014	43100	Professional Services
254.00	60609014	43100	Professional Services
254.00	60609014	43100	Professional Services
80.20	10101016	42200	operating Supplies
127.00	60609014	43100	Professional Services
127.00	60609014	43100	Professional Services
35.00	10101016	43100	Professional Services

CHECK 71859 TOTAL: 16,039.11

NUMBER OF CHECKS 22 *** CASH ACCOUNT TOTAL *** 162,706.23

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	22	162,706.23

*** GRAND TOTAL *** 162,706.23

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
71860	05/20/2024	MANL	1521 Indiana Gas Company	89814 21.73	0260060206155108969 21105058 43100	05/16/2024 Professional Services		52024DD	21.73
						CHECK	71860	TOTAL:	21.73
71861	05/20/2024	MANL	364 Cinergy Corp	89851 104.37	Streets52024-A 10109012 43100	05/13/2024 Professional Services	22400119	52024DD	104.37
						CHECK	71861	TOTAL:	104.37
71862	05/20/2024	MANL	364 Cinergy Corp	89869 3,440.09	WWTP52024B 60609014 43500	05/16/2024 Utility Services	22400010	52024DD	3,440.09
						CHECK	71862	TOTAL:	3,440.09
71863	05/20/2024	MANL	364 Cinergy Corp	89863 184.71	WWTP52024 60609014 43500	05/17/2024 Utility Services	22400010	52024DD	184.71
						CHECK	71863	TOTAL:	184.71
71864	05/20/2024	MANL	364 Cinergy Corp	89849 5,106.04	Streets52024 10109012 43100	05/16/2024 Professional Services	22400119	52024DD	5,106.04
						CHECK	71864	TOTAL:	5,106.04
71865	05/20/2024	MANL	364 Cinergy Corp	89858 16,311.52	BM52024 10109012 43100	05/13/2024 Professional Services	22400119	52024DD	16,311.52
						CHECK	71865	TOTAL:	16,311.52
71866	05/20/2024	MANL	364 Cinergy Corp	89867 18,682.56	WWTP52024A 60609014 43500	05/16/2024 Utility Services	22400010	52024DD	18,682.56
						CHECK	71866	TOTAL:	18,682.56
71867	05/20/2024	MANL	364 Cinergy Corp	89852 71.25	Streets52024B 10109012 43100	05/13/2024 Professional Services	22400119	52024DD	71.25
						CHECK	71867	TOTAL:	71.25

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 8 *** CASH ACCOUNT TOTAL *** 43,922.27

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	8	43,922.27

*** GRAND TOTAL *** 43,922.27

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

		VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
71868	05/22/2024 EFT	556 Brickman Acquisition	89328 21,558.15	PAYAPP3	05/07/2024	52224EP	38,658.60
			E 10324001 .LANDSC.126TH . 10101013 44920 Capital Expenses				10,750.95
			E 10324001 .LANDSC.131ST . 10101013 44920 Capital Expenses				3,035.25
			E 10324001 .LANDSC.96TH . 10101013 44920 Capital Expenses				3,314.25
			E 10324001 .LANDSC.OLIO . 10101013 44920 Capital Expenses				
			89329 26,574.35	PAYAPP2	04/02/2024	52224EP	58,289.43
			E 10324001 .LANDSC.96TH . 10101013 44920 Capital Expenses				4,700.69
			E 10324001 .LANDSC.126TH . 10101013 44920 Capital Expenses				759.87
			E 10324001 .LANDSC.131ST . 10101013 44920 Capital Expenses				26,254.52
			E 10324001 .LANDSC.OLIO . 10101013 44920 Capital Expenses				
			CHECK			71868 TOTAL:	96,948.03
71869	05/22/2024 EFT	4532 James Dunbar	89227 2,400.00	83871 10107010 44200	03/18/2024 Infrastructure	52224EP	2,400.00
			CHECK			71869 TOTAL:	2,400.00
71870	05/22/2024 EFT	274 Meyer Najem Construc	89024 161,080.34	02-23-723-00009	04/30/2024	52224EP	161,080.34
			E 70023003 .GRANT .GRCIRD. 27057010 44920 Capital Expenses				
			CHECK			71870 TOTAL:	161,080.34

A/P CASH DISBURSEMENTS JOURNAL

NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL *** 260,428.37

	COUNT	AMOUNT
TOTAL EFT'S	3	260,428.37

*** GRAND TOTAL *** 260,428.37

A/P CASH DISBURSEMENTS JOURNAL

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

VOUCHER INVOICE

INV DATE PO

WARRANT

NET

71871	05/22/2024	MANL	1521 Indiana Gas Company	89967 77.76	0260057493159184911 60609014 43500	05/21/2024 22400007 52224DD Utility Services		77.76
						CHECK	71871 TOTAL:	77.76
71872	05/23/2024	MANL	364 Cinergy Corp	89999 126.51	910122920575 10109012 43100	05/20/2024 22400119 52224DD Professional Services		126.51
						CHECK	71872 TOTAL:	126.51
71873	05/23/2024	MANL	364 Cinergy Corp	90007 376.28	910122924800 60609014 43500	05/21/2024 22400010 52224DD Utility Services		376.28
						CHECK	71873 TOTAL:	376.28
71874	05/23/2024	MANL	364 Cinergy Corp	90005 14.24	910122992927 10109012 43100	05/20/2024 22400119 52224DD Professional Services		14.24
						CHECK	71874 TOTAL:	14.24
71875	05/23/2024	MANL	364 Cinergy Corp	90004 59.91	910123058899 10109012 43100	05/22/2024 22400119 52224DD Professional Services		59.91
						CHECK	71875 TOTAL:	59.91
71876	05/23/2024	MANL	364 Cinergy Corp	90002 91.18	910123121071 10109012 43100	05/20/2024 22400119 52224DD Professional Services		91.18
						CHECK	71876 TOTAL:	91.18
				NUMBER OF CHECKS	6	*** CASH ACCOUNT TOTAL ***		745.88
						COUNT	AMOUNT	
				TOTAL MANUAL CHECKS		6	745.88	
						*** GRAND TOTAL ***		745.88

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824H 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10103			FIB Health/Flex Account								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2650	Community Health Netw		0000		EFT	06/13/2024	EHS-001518		84249	89649	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 70400000 43100		EHF		PROSERVICE		36,950.61				
								36,950.61			
							CHECK TOTAL	36,950.61			
3097	Southeastern Indiana		0000		EFT	05/20/2024	HOD51424		84196	89591	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 70400000 43100		EHF		PROSERVICE		181.31				
								181.31			
							CHECK TOTAL	181.31			
2	INVOICES						WARRANT TOTAL	37,131.92			
							CASH ACCOUNT BALANCE				
								37,131.92			
								-5,522,113.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
283	3M Company	0000	22400511	EFT	06/15/2024	9428669190		84554	90000		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			2,115.89					
							2,115.89				
						CHECK TOTAL	2,115.89				
3225	4th Hawk Media LLC	0000		EFT	10/25/2023	R3128		84199	89594		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks PROSERVICE			11.20					
							11.20				
						CHECK TOTAL	11.20				
2299	539 Apparel LLC	0000		EFT	06/08/2024	1993		84041	89408		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105016 42231		GenExAff UNIFORMS			48.00					
							48.00				
2299	539 Apparel LLC	0000		EFT	06/22/2024	1006439		84638	90089		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42231		GenSafeTr UNIFORMS			166.92					
							166.92				
						CHECK TOTAL	214.92				
68	A&F Engineering Co LL	0000	22400188	EFT	05/26/2024	18378		84075	89443		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20204010 44200		LRS - ENG INFRSTR			12,435.00					
							12,435.00				
						CHECK TOTAL	12,435.00				
316	AAA Exterminating Inc	0000		EFT	06/12/2024	633760		84226	89622		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild PROSERVICE			20.00					
							20.00				
316	AAA Exterminating Inc	0000		EFT	06/14/2024	634224		84229	89626		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild PROSERVICE			25.00					
							25.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
316	AAA Exterminating Inc	0000		EFT	06/14/2024	634062		84241	89641	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00	55.00			
316	AAA Exterminating Inc	0000		EFT	06/14/2024	634175		84242	89642	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00	55.00			
316	AAA Exterminating Inc	0000		EFT	06/14/2024	634164		84256	89658	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00	55.00			
316	AAA Exterminating Inc	0000		EFT	06/14/2024	634154		84257	89659	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00	55.00			
316	AAA Exterminating Inc	0000		EFT	06/14/2024	634089		84270	89673	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		75.00	75.00			
316	AAA Exterminating Inc	0000		EFT	06/14/2024	634124		84276	89679	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00	55.00			
316	AAA Exterminating Inc	0000		EFT	06/14/2024	634110		84277	89680	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		55.00	55.00			
316	AAA Exterminating Inc	0000		EFT	06/15/2024	634277		84428	89872	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		10.00	10.00			
316	AAA Exterminating Inc	0000		EFT	06/15/2024	634262		84430	89874	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		35.00	35.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
316	AAA Exterminating Inc			0000		EFT	06/15/2024	634231		84432	89876	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			40.00			
									40.00			
316	AAA Exterminating Inc			0000		EFT	06/15/2024	634280		84433	89877	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			35.00			
									35.00			
316	AAA Exterminating Inc			0000		EFT	06/16/2024	634457		84471	89916	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			20.00			
									20.00			
316	AAA Exterminating Inc			0000		EFT	06/16/2024	634513		84473	89918	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			35.00			
									35.00			
								CHECK TOTAL	625.00			
4467	Accurate Cutting Tech			0000		EFT	05/22/2024	68244		83172	88495	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10107010	42200		GenParks	OPERSUP			110.85			
									110.85			
								CHECK TOTAL	110.85			
2078	Action Equipment Sale			0000		EFT	05/25/2024	PSI24-2933		84308	89720	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	42200		SewPWWater	OPERSUP			24.80			
									24.80			
								CHECK TOTAL	24.80			
4665	Adamo Busacca for pay			0000		INV	06/08/2024	P9-136thWiden PB-CYN		84303	89715	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	27084010	44200		RIFEng	INFRSTR			4,280.90			
	2	27044010	44200		ROWGRNTENG	INFRSTR			17,123.60			
									21,404.50			
								CHECK TOTAL	21,404.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
264	Adorama Inc		0000		EFT	02/18/2024	34193751		84031	89398	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10108013 42200		GenInvstgt	OPERSUP		981.55				
								981.55			
							CHECK TOTAL	981.55			
124	Airgas, Inc.		0000		EFT	05/29/2024	9149415202		83972	89335	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43100		GenEMS	PROSERVICE		42.79				
								42.79			
124	Airgas, Inc.		0000		EFT	06/05/2024	9149634530		84203	89598	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43100		GenEMS	PROSERVICE		57.15				
								57.15			
124	Airgas, Inc.		0000		EFT	06/05/2024	9149634531		84204	89599	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43100		GenEMS	PROSERVICE		57.15				
								57.15			
124	Airgas, Inc.		0000		EFT	06/12/2024	9149865764		84456	89901	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43100		GenEMS	PROSERVICE		41.10				
								41.10			
							CHECK TOTAL	198.19			
699	Jim Alderman		0000		INV	06/22/2024	84637		84637	90088	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105013 43200		GenLogist	COMMTRANS		229.09				
								229.09			
							CHECK TOTAL	229.09			
629	Alfa Laval, Inc		0000		EFT	06/14/2024	284028165		84336	89771	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 42200		SewPWWater	OPERSUP		284.90				
								284.90			
							CHECK TOTAL	284.90			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	06/08/2024	16PH-6QHF-H4TH		83998	89364		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		227.52	227.52				
808	Amazon.com LLC	0000		EFT	06/08/2024	19NK-X19M-F937		83999	89365		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		19.98	19.98				
808	Amazon.com LLC	0000		EFT	06/07/2024	1CXY-CHPP-1HTX		84036	89403		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD	OPERSUP		293.68	293.68				
808	Amazon.com LLC	0000		EFT	06/07/2024	1KF1-6P7H-1613		84042	89409		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP		224.18	224.18				
808	Amazon.com LLC	0000		EFT	06/07/2024	11J4-VHWW-61J3		84052	89419		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		135.89	135.89				
808	Amazon.com LLC	0000	22400285	EFT	06/08/2024	1W63-MMPH-7YDG		84067	89435		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		109.49	109.49				
808	Amazon.com LLC	0000		EFT	06/11/2024	1DW9-MLPC-X9VL		84068	89436		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27807010 42200		CPP	OPERSUP		142.40	142.40				
808	Amazon.com LLC	0000	22400285	EFT	06/09/2024	11PH-LNPT-L1TL		84069	89437		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		6,036.30	6,036.30				
808	Amazon.com LLC	0000	22400285	EFT	06/11/2024	19CC-TQVP-VQPL		84071	89438		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		238.11	238.11				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000	22400285	EFT	06/07/2024	147T-QDCQ-9R7F		84077	89445	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		2,736.50	2,736.50			
808	Amazon.com LLC	0000		EFT	06/11/2024	16PJ-FPNC-VDMY		84127	89498	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		126.97	126.97			
808	Amazon.com LLC	0000		EFT	06/11/2024	1GWP-JXTY-YJL9		84130	89501	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		78.67	78.67			
808	Amazon.com LLC	0000		EFT	03/11/2024	1C36-VPM3-NMNR		84161	89556	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-8.99	-8.99			
808	Amazon.com LLC	0000		EFT	03/20/2024	1JRQ-1KPX-3639		84162	89557	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-24.95	-24.95			
808	Amazon.com LLC	0000		EFT	04/11/2024	17L4-L9RX-X6H1		84163	89558	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		-35.99	-35.99			
808	Amazon.com LLC	0000	22301220	EFT	04/20/2024	1JG4-MLTV-NM1N		84164	89559	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		84.86	84.86			
808	Amazon.com LLC	0000	22301220	EFT	05/03/2024	1YV6-F4RG-CX4Y		84165	89560	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		281.68				
	2 10107010 42200		GenParks	OPERSUP		47.47				
							329.15			
808	Amazon.com LLC	0000	22400285	EFT	05/05/2024	1KGJ-TCKF-9LTJ		84166	89561	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		902.07	902.07			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000	22400285	EFT	05/09/2024	13GQ-G9XG-YQYP		84167	89562		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		12.48					
							12.48				
808	Amazon.com LLC	0000	22400285	EFT	05/10/2024	1VF9-CTMR-133X		84168	89563		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		551.50					
							551.50				
808	Amazon.com LLC	0000	22400285	EFT	05/17/2024	1KV1-MJTX-RPLC		84170	89565		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		31.98					
							31.98				
808	Amazon.com LLC	0000	22400285	EFT	05/18/2024	1Y9N-XXHK-QM6M		84171	89566		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		20.98					
							20.98				
808	Amazon.com LLC	0000	22400285	EFT	05/18/2024	13VV-MKFX-44MP		84172	89567		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		66.99					
							66.99				
808	Amazon.com LLC	0000	22400285	EFT	05/19/2024	19MG-3JL1-4F9N		84173	89568		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		17.44					
							17.44				
808	Amazon.com LLC	0000	22400285	EFT	05/19/2024	1LGR-YYJL-4XTW		84174	89569		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		109.98					
							109.98				
808	Amazon.com LLC	0000	22400285	EFT	05/10/2024	17C4-HCC9-4MXV		84195	89590		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		5.99					
							5.99				
808	Amazon.com LLC	0000	22400285	EFT	06/12/2024	1DPM-7F17-7HTL		84214	89609		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		64.09					
							64.09				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000	22400285	EFT	06/09/2024	1HGQ-MD1P-M1LN		84216	89611		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		169.95	169.95				
808	Amazon.com LLC	0000	22400285	EFT	06/10/2024	1HGQ-MD1P-RYWP		84217	89612		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		23.97	23.97				
808	Amazon.com LLC	0000	22400285	EFT	06/11/2024	1MMF-747Q-W6Q3		84218	89613		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		161.99	161.99				
808	Amazon.com LLC	0000	22400285	EFT	06/12/2024	14Q9-FJQJ-1MWV		84219	89614		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		504.40	504.40				
808	Amazon.com LLC	0000	22400285	EFT	06/13/2024	16GW-VJVM-F3HC		84221	89616		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		217.45	217.45				
808	Amazon.com LLC	0000	22400285	EFT	06/11/2024	141X-Y77Y-X6JP		84222	89617		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		14.99	14.99				
808	Amazon.com LLC	0000		EFT	06/10/2024	1VLW-J4Y4-PH64		84239	89639		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS	OPERSUP		59.96	59.96				
808	Amazon.com LLC	0000	22400285	EFT	06/15/2024	1CKF-TMHK-W4X4		84380	89821		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		17.19	17.19				
808	Amazon.com LLC	0000	22400285	EFT	06/13/2024	1DPM-7F17-JDC9		84381	89822		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP		73.99	73.99				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000	22400285	EFT	06/15/2024	1H37-LV1Y-19K7		84382	89823		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			49.47				
							49.47				
808	Amazon.com LLC	0000	22400285	EFT	06/14/2024	11PK-9JJW-TGMC		84383	89824		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			46.37				
							46.37				
808	Amazon.com LLC	0000		EFT	06/17/2024	1HQG-9M4V-DNVV		84410	89854		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105014 42200		GenSpecOps	OPERSUP			22.48				
							22.48				
808	Amazon.com LLC	0000		EFT	06/18/2024	1WQR-4HPV-H617		84411	89855		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105013 42200		GenLogist	OPERSUP			53.19				
							53.19				
808	Amazon.com LLC	0000		EFT	06/14/2024	11PK-9JJW-Q33W		84412	89856		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105011 42200		GenFireAdm	OPERSUP			44.19				
							44.19				
808	Amazon.com LLC	0000	22400285	EFT	06/15/2024	1T1D-WFMC-34DM		84439	89883		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			394.65				
							394.65				
808	Amazon.com LLC	0000	22400285	EFT	06/16/2024	19JD-WTLX-49YN		84440	89884		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks	OPERSUP			46.33				
							46.33				
808	Amazon.com LLC	0000		EFT	05/22/2024	1LP1-D13W-1P4Q		84448	89893		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP			99.99				
							99.99				
808	Amazon.com LLC	0000		EFT	06/13/2024	1MRH-H6PD-DXCV		84451	89896		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP			49.99				
							49.99				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	05/16/2024	1VGL-N6Q7-H4MQ		84453	89898		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		19.99					
							19.99				
808	Amazon.com LLC	0000		EFT	06/07/2024	1CHK-4QNC-4JLC		84458	89903		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		26.79					
							26.79				
808	Amazon.com LLC	0000		EFT	06/14/2024	1YNG-7GNN-QXM7		84459	89904		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		23.30					
							23.30				
808	Amazon.com LLC	0000		EFT	06/19/2024	1P7C-T4N7-KYHR		84460	89905		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		-18.49					
							-18.49				
808	Amazon.com LLC	0000		EFT	06/11/2024	1937-LQ7C-XFFC		84461	89906		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10103012 42200		GenPZ	OPERSUP		17.49					
							17.49				
808	Amazon.com LLC	0000		EFT	06/09/2024	1CXY-CHPP-LVH7		84476	89921		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		549.20					
							549.20				
808	Amazon.com LLC	0000		EFT	06/13/2024	11PK-9JJW-K69W		84506	89952		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD	OPERSUP		50.25					
							50.25				
808	Amazon.com LLC	0000		EFT	06/14/2024	1WVV-YMLT-PGKF		84507	89953		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD	OPERSUP		12.46					
							12.46				
808	Amazon.com LLC	0000		EFT	06/14/2024	17N7-GFR6-QGJW		84508	89954		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 42200		CHD	OPERSUP		15.15					
							15.15				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
808	Amazon.com LLC	0000		EFT	06/18/2024	1FHN-NT4R-FPRF		84556	90003		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWater	OPERSUP		118.10	118.10				
808	Amazon.com LLC	0000		EFT	06/08/2024	1QT7-LN6W-9D4R		84567	90015		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 42200		GenMayorOf	OPERSUP		186.12	186.12				
808	Amazon.com LLC	0000		EFT	06/14/2024	1P9G-FD1N-KYVC		84568	90016		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 42200		GenMayorOf	OPERSUP		6.49	6.49				
808	Amazon.com LLC	0000		EFT	06/13/2024	1WL9-4KQF-H666		84569	90018		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 42200		GenMayorOf	OPERSUP		54.41	54.41				
808	Amazon.com LLC	0000		EFT	06/13/2024	1VVR-FLG1-D9Y1		84571	90020		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 42200		GenPR	OPERSUP		25.56	25.56				
808	Amazon.com LLC	0000		EFT	06/11/2024	141X-Y77Y-VTHC		84575	90023		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		9.97	9.97				
808	Amazon.com LLC	0000		EFT	06/06/2024	1J3G-YD7C-X6CR		84578	90026		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		9.98	9.98				
808	Amazon.com LLC	0000		EFT	06/14/2024	1JKH-J3G3-LWM6		84597	90049		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		21.54	21.54				
808	Amazon.com LLC	0000		EFT	06/15/2024	176K-TG3Q-WR4M		84599	90050		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		83.98	83.98				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC	0000		EFT	06/16/2024	1GJG-736P-XDDD		84600	90052	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		78.02				
							78.02			
808	Amazon.com LLC	0000		EFT	06/17/2024	1PQ4-3JJJ-9C36		84602	90054	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		12.98				
							12.98			
808	Amazon.com LLC	0000		EFT	06/17/2024	1KFN-MPRY-9Y76		84604	90055	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		29.95				
							29.95			
808	Amazon.com LLC	0000		EFT	06/21/2024	13CC-GNFC-CTNF		84607	90059	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		29.77				
							29.77			
808	Amazon.com LLC	0000		EFT	06/19/2024	1P1V-V3YH-NKHR		84608	90060	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105011 42200		GenFireAdm	OPERSUP		24.99				
							24.99			
808	Amazon.com LLC	0000		EFT	06/20/2024	19QM-FXQ6-Q7VC		84622	90073	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP		17.99				
							17.99			
808	Amazon.com LLC	0000		EFT	06/20/2024	1X3H-YCNC-R3DP		84624	90075	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 42200		GenFndCS	OPERSUP		14.91				
							14.91			
808	Amazon.com LLC	0000		EFT	06/20/2024	14GG-CY9Y-WF1V		84625	90076	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP		34.13				
							34.13			
808	Amazon.com LLC	0000		EFT	06/20/2024	1GXT-KNTP-4X3V		84627	90078	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP		54.89				
							54.89			
						CHECK TOTAL	16,057.74			

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WARRANT: 52824 05/23/2024
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CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
808	Amazon.com LLC		0000	22201233	EFT	06/20/2024	16RV-GDFT-RNQG		84534	89980	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60604010 42200		SewEng	OPERSUP			40.88			
	2	62604010 42200		SWEng	OPERSUP			73.24			
								114.12			
							CHECK TOTAL	114.12			
3891	American National Red		0000		EFT	06/14/2024	22687899		84513	89959	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 43100		GenParks	PROSERVICE			258.00			
								258.00			
							CHECK TOTAL	258.00			
439	American Structurepoi		0000	22301339	EFT	05/23/2024	175152		84074	89442	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	37804010 44920		SR37PRJENGCAPEXP				18,768.34			
								18,768.34			
							CHECK TOTAL	18,768.34			
3265	Angela Schnippel		0000		EFT	06/15/2024	832353		84282	89693	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101016 43100		GenPR	PROSERVICE			60.00			
								60.00			
							CHECK TOTAL	60.00			
2100	Association of Indian		0000		EFT	05/30/2024	17806		84200	89595	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	62601013 43100		SWContr	PROSERVICE			2,175.00			
	2	60601013 43100		SewContr	PROSERVICE			618.00			
								2,793.00			
							CHECK TOTAL	2,793.00			
1144	Barnes & Thornburg, L		0000	22400489	EFT	05/18/2024	3245118		83979	89344	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	21205058 43100		CHD	PROSERVICE			10,392.50			
								10,392.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1144	Barnes & Thornburg, L	0000	22400201	EFT	06/12/2024	3254029		84592	90041	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		2,237.84				
	2 60601011 43100		SewMayor	PROSERVICE		600.00				
	3 62601011 43100		SWMayor	PROSERVICE		162.16				
							3,000.00			
1144	Barnes & Thornburg, L	0000	22400201	EFT	06/12/2024	3254026		84593	90043	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		4,475.68				
	2 60601011 43100		SewMayor	PROSERVICE		1,200.00				
	3 62601011 43100		SWMayor	PROSERVICE		324.32				
							6,000.00			
1144	Barnes & Thornburg, L	0000	22400201	EFT	06/20/2024	3259727		84618	90069	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43100		GenMayorOf	PROSERVICE		5,594.59				
	2 60601011 43100		SewMayor	PROSERVICE		1,500.00				
	3 62601011 43100		SWMayor	PROSERVICE		405.41				
							7,500.00			
						CHECK TOTAL	26,892.50			
4601	Bartlett Manufacturin	0000	22400459	EFT	06/21/2024	INV140261		84598	90048	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP			499.75				
							499.75			
						CHECK TOTAL	499.75			
615	Beaver Research Compa	0000		EFT	06/09/2024	0370858-IN		84240	89640	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNDOPERSUP			340.85				
							340.85			
						CHECK TOTAL	340.85			
2764	BEC Enterprises LLC	0000		EFT	06/09/2024	INV26311		84212	89607	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		652.38				
							652.38			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2764	BEC Enterprises LLC	0000		EFT	06/09/2024	INV26312		84220	89615	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		1,530.70				
						CHECK TOTAL	1,530.70			
							2,183.08			
4660	Berkley Ridge Propert	0000		EFT	05/16/2024	NVG-24-17		84286	89690	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		25,000.00				
						CHECK TOTAL	25,000.00			
							25,000.00			
608	BL Anderson Co., Inc.	0000		EFT	06/09/2024	031914		84033	89400	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		358.42				
						CHECK TOTAL	358.42			
							358.42			
2465	Blue Grass Farms Inc	0000		EFT	05/22/2024	183957		84286	89697	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		1,882.50				
						CHECK TOTAL	1,882.50			
							1,882.50			
373	Bound Tree Medical, L	0000		EFT	06/06/2024	85339286		84043	89410	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		219.49				
							219.49			
373	Bound Tree Medical, L	0000		EFT	06/07/2024	85340838		84085	89455	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		179.98				
							179.98			
373	Bound Tree Medical, L	0000		EFT	06/07/2024	85340839		84086	89456	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,989.91				
							1,989.91			

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Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
373	Bound Tree Medical, L	0000		EFT	06/07/2024	85340840		84087	89457	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,169.99				
							1,169.99			
373	Bound Tree Medical, L	0000		EFT	06/08/2024	85342305		84206	89601	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		269.97				
							269.97			
373	Bound Tree Medical, L	0000		EFT	06/09/2024	85343792		84413	89857	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,676.50				
							1,676.50			
373	Bound Tree Medical, L	0000		EFT	06/15/2024	85349961		84486	89931	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,169.99				
							1,169.99			
						CHECK TOTAL	6,675.83			
1874	Bountiful Bouncing En	0000	22400428	EFT	05/12/2024	26218295		83583	88927	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		3,195.00				
							3,195.00			
						CHECK TOTAL	3,195.00			
721	BPI Enterprises LLC	0000		EFT	06/15/2024	P72776689		84402	89844	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		611.90				
							611.90			
						CHECK TOTAL	611.90			
632	Brehob Corporation	0000		EFT	06/19/2024	I-00005116		84483	89928	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		956.00				
							956.00			
632	Brehob Corporation	0000		EFT	06/19/2024	I-00005117		84485	89930	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWater	PROSERVICE		956.00				
							956.00			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	1,912.00			
3264	Brian E Hoover	0000		EFT	06/15/2024	832353		84281	89692	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		60.00				
							60.00			
						CHECK TOTAL	60.00			
567	Buckeye Power Sales C	0000	22400377	EFT	05/22/2024	PSV369499		84107	89477	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		3,809.34				
							3,809.34			
						CHECK TOTAL	3,809.34			
2089	Buddenbaum & Moore LL	0000		EFT	06/16/2024	9614		84493	89938	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		674.34				
							674.34			
						CHECK TOTAL	674.34			
3354	Burgess & Niple Inc	0000	22400372	EFT	05/15/2024	1140855		84073	89441	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 37804010 44920		SR37PRJENGCAPEXP			8,762.00				
							8,762.00			
						CHECK TOTAL	8,762.00			
3354	Burgess & Niple Inc	0000	22400372	EFT	06/20/2024	1143870		84544	89991	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 37804010 44920		SR37PRJENGCAPEXP			4,546.00				
							4,546.00			
						CHECK TOTAL	4,546.00			
4664	Busacca, Adamo	0000		INV	06/08/2024	P9-136thWiden PB-CYN		84302	89714	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27084010 44200		RIFEng	INFRSTR		5,719.10				
	2 27044010 44200		ROWGRNTENG	INFRSTR		22,876.40				
							28,595.50			
						CHECK TOTAL	28,595.50			

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WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3796	Business Furniture	0000		EFT	05/20/2024	511885		84443	89887	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		20,967.22				
							20,967.22			
						CHECK TOTAL	20,967.22			
737	Butler, Fairman & Seu	0000		EFT	05/12/2024	103842		84070	89434	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27074010 44200		PIFENG	INFRSTR		50.00				
							50.00			
						CHECK TOTAL	50.00			
737	Butler, Fairman & Seu	0000	22400179	EFT	06/22/2024	104389		84588	90037	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 43100		MVHEng	PROSERVICE		666.00				
	2 60604010 43100		SewEng	PROSERVICE		444.00				
							1,110.00			
						CHECK TOTAL	1,110.00			
3553	Caitlin Shumaker	0000		INV	06/20/2024	52024		84527	89973	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 43200		MNCPLHDFNDOMMTRANS			85.43				
							85.43			
						CHECK TOTAL	85.43			
996	Carrier & Gable Inc	0000		EFT	06/06/2024	IN39958		83956	89316	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		1,214.00				
							1,214.00			
						CHECK TOTAL	1,214.00			
3506	Ceramica Inc	0000		EFT	05/30/2024	24-11979		84082	89451	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21701016 36702		DONSPR	DONATIONS		93.75				
							93.75			
						CHECK TOTAL	93.75			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1734	Certified Consultants		0000	22400522	EFT	03/30/2024	1123		84337	89773	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10109013 43100		GenPWParks PROSERVICE			5,640.00				
								5,640.00			
							CHECK TOTAL	5,640.00			
1643	Alan Charlton		0000		INV	06/20/2024	042824-AC		84613	90065	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20109011 43100		MVHPWStr	PROSERVICE		178.00				
								178.00			
							CHECK TOTAL	178.00			
691	Christopher B Burke E		0000		EFT	06/01/2024	33662		84472	89917	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60854010 43100		SWRCPTENGPROSERVICE			1,360.00				
								1,360.00			
							CHECK TOTAL	1,360.00			
691	Christopher B Burke E		0000		EFT	06/01/2024	33663		84474	89919	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60854010 43100		SWRCPTENGPROSERVICE			330.00				
								330.00			
							CHECK TOTAL	330.00			
691	Christopher B Burke E		0000		EFT	06/01/2024	33664		84475	89920	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60854010 43100		SWRCPTENGPROSERVICE			825.00				
								825.00			
							CHECK TOTAL	825.00			
691	Christopher B Burke E		0000	22400535	EFT	06/01/2024	33661		84533	89979	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60854010 43100		SWRCPTENGPROSERVICE			7,930.00				
								7,930.00			
							CHECK TOTAL	7,930.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	06/01/2024	5209531577		83893	89250	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		94.11	94.11			
714	Cintas Corporation No	0000		EFT	06/07/2024	4192025577		83940	89300	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		45.34	45.34			
714	Cintas Corporation No	0000		EFT	06/07/2024	4192025616		83941	89301	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		43.49	43.49			
714	Cintas Corporation No	0000		EFT	06/07/2024	4192025617		83942	89302	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		78.92	78.92			
714	Cintas Corporation No	0000		EFT	06/07/2024	4192025607		83943	89303	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		88.18	88.18			
714	Cintas Corporation No	0000		EFT	06/07/2024	5210550930		83961	89322	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		33.40	33.40			
714	Cintas Corporation No	0000		EFT	06/09/2024	4192307565		84054	89421	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		598.69	598.69			
714	Cintas Corporation No	0000		EFT	06/09/2024	4192307433		84055	89422	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		92.17	92.17			
714	Cintas Corporation No	0000		EFT	06/09/2024	4192307520		84056	89423	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		172.90	172.90			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No	0000		EFT	06/10/2024	4192307337		84061	89429	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		101.79	101.79			
714	Cintas Corporation No	0000		EFT	06/12/2024	5211170643		84083	89452	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		242.93	242.93			
714	Cintas Corporation No	0000		EFT	06/12/2024	5211170623		84091	89460	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108011 42200		GenPDAdmin	OPERSUP		209.91	209.91			
714	Cintas Corporation No	0000		EFT	06/15/2024	4192714269		84254	89656	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		106.46	106.46			
714	Cintas Corporation No	0000		EFT	06/15/2024	4192714124		84255	89657	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		45.34	45.34			
714	Cintas Corporation No	0000		EFT	06/15/2024	4192714083		84258	89660	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		43.49	43.49			
714	Cintas Corporation No	0000		EFT	06/15/2024	4192714268		84259	89661	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		78.92	78.92			
714	Cintas Corporation No	0000		EFT	06/15/2024	4192712173		84260	89662	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		77.85	77.85			
714	Cintas Corporation No	0000		EFT	06/14/2024	5211609283		84386	89827	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		138.75	138.75			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No		0000		EFT	06/17/2024	4192994897		84403	89845	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10106010 43100			GenFleet	PROSERVICE			101.79			
714	Cintas Corporation No		0000		EFT	06/17/2024	4192995039		84422	89865	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109013 43100			GenPWParks	PROSERVICE			174.78			
714	Cintas Corporation No		0000		EFT	06/17/2024	4192995017		84426	89870	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			226.75			
714	Cintas Corporation No		0000		EFT	06/17/2024	4192994984		84427	89871	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE			92.17			
714	Cintas Corporation No		0000		EFT	06/19/2024	5212234999		84514	89960	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10107010 42200			GenParks	OPERSUP			315.06			
714	Cintas Corporation No		0000		EFT	06/10/2024	4193443712		84547	89994	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10105011 43100			GenFireAdm	PROSERVICE			55.55			
714	Cintas Corporation No		0000		EFT	06/21/2024	5212490901		84553	90001	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10106010 42200			GenFleet	OPERSUP			69.06			
714	Cintas Corporation No		0000		EFT	06/21/2024	4193443979		84610	90062	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE			106.46			
714	Cintas Corporation No		0000		EFT	06/21/2024	4193443743		84616	90063	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10109012 43100			GenPWBuild	PROSERVICE			43.49			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
714	Cintas Corporation No			0000		EFT	06/21/2024	4193444002		84617	90068	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			78.92			
									78.92			
714	Cintas Corporation No			0000		EFT	06/21/2024	4193443757		84619	90070	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10109012	43100		GenPWBuild	PROSERVICE			45.34			
									45.34			
								CHECK TOTAL	3,602.01			
1574	Citizens Energy Group			0000	22400009	EFT	06/04/2024	2692830000		84444	89888	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	62609014	43500		SWPWWater	UTILITY			2,597.10			
									2,597.10			
								CHECK TOTAL	2,597.10			
1574	Citizens Energy Group			0000	22400002	EFT	06/04/2024	0919940000		84445	89889	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43500		SewPWWater	UTILITY			228.84			
									228.84			
								CHECK TOTAL	228.84			
1574	Citizens Energy Group			0000	22400002	EFT	06/04/2024	4012520000		84446	89890	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43500		SewPWWater	UTILITY			39.98			
									39.98			
								CHECK TOTAL	39.98			
1574	Citizens Energy Group			0000	22400002	EFT	06/05/2024	1651147128		84447	89892	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43500		SewPWWater	UTILITY			28.69			
									28.69			
								CHECK TOTAL	28.69			
1574	Citizens Energy Group			0000	22400002	EFT	06/05/2024	6841968857		84449	89894	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	60609014	43500		SewPWWater	UTILITY			28.69			
									28.69			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						CHECK TOTAL	28.69				
1574	Citizens Energy Group	0000	22400002	EFT	06/05/2024	7946473576		84450	89895		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43500		SewPWWaterUTILITY			40.32					
							40.32				
						CHECK TOTAL	40.32				
1574	Citizens Energy Group	0000	22400002	EFT	06/05/2024	7045787560		84452	89897		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43500		SewPWWaterUTILITY			62.07					
							62.07				
						CHECK TOTAL	62.07				
1574	Citizens Energy Group	0000	22201345	EFT	05/18/2024	4753108926		84454	89899		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43500		SewPWWaterUTILITY			2,531.55					
							2,531.55				
						CHECK TOTAL	2,531.55				
1048	Clark Dietz, Inc	0000	22301250	EFT	06/07/2024	440861		84548	89995		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 44500		SewPWWaterMACHEQPT			4,972.50					
							4,972.50				
						CHECK TOTAL	4,972.50				
2650	Community Health Netw	0000	22400112	EFT	05/30/2024	FIN-007397		84027	89394		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21205058 43100	CHD	PROSERVICE			4,166.67					
							4,166.67				
						CHECK TOTAL	4,166.67				
886	Concrete & Contractor	0000		EFT	05/29/2024	IVC0230354		84351	89787		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			918.00					
							918.00				
						CHECK TOTAL	918.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2435	CVK LLC	0000		EFT	06/01/2024	6/24 Rent		84205	89600		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43700		FishersI69	RENTALS		36,216.93					
							36,216.93				
						CHECK TOTAL	36,216.93				
4582	D&D Medical Inc	0000	22400525	EFT	06/07/2024	24104		84431	89875		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105012 42200		GenEMS	OPERSUP		3,006.24					
							3,006.24				
						CHECK TOTAL	3,006.24				
1889	D&J Advertising	0000		EFT	05/31/2024	6700		83997	89362		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		150.00					
							150.00				
1889	D&J Advertising	0000		EFT	06/01/2024	6693		84064	89431		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		582.24					
							582.24				
1889	D&J Advertising	0000		EFT	06/01/2024	6691,92,94,95		84065	89432		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		1,841.29					
							1,841.29				
						CHECK TOTAL	2,573.53				
1047	Donohue & Associates	0000	22400012	EFT	07/01/2024	14366-05		84213	89608		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		7,151.52					
							7,151.52				
						CHECK TOTAL	7,151.52				
3720	DOXIM UTILITEC LLC	0000		EFT	05/30/2024	INV024747		84024	89391		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101016 43100		GenPR	PROSERVICE		0.25					
	2 10101013 43100		GenContr	PROSERVICE		1,610.58					
							1,610.83				
						CHECK TOTAL	1,610.83				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3636	Eckart LLC	0000		EFT	06/25/2024	S101037468.001		84349	89785	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		1,023.61				
							1,023.61			
						CHECK TOTAL	1,023.61			
717	Egis BLN USA Inc	0000	22200599	EFT	05/10/2024	77322		84072	89439	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 37804010 44920		SR37PRJENG	CAPEXP		1,510.00				
							1,510.00			
						CHECK TOTAL	1,510.00			
717	Egis BLN USA Inc	0000	22400152	EFT	05/10/2024	77264		84076	89444	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27054010 44920		GRNTEng	CAPEXP		13,824.00				
	2 27084010 44200		RIFEng	INFRSTR		3,456.00				
							17,280.00			
						CHECK TOTAL	17,280.00			
717	Egis BLN USA Inc	0000	22200599	EFT	06/09/2024	77759		84543	89990	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 37804010 44920		SR37PRJENG	CAPEXP		1,879.00				
							1,879.00			
						CHECK TOTAL	1,879.00			
1186	Elwood Fire Equipment	0000		EFT	06/06/2024	73998		84484	89929	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE		119.20				
							119.20			
1186	Elwood Fire Equipment	0000		EFT	06/17/2024	73268		84581	90029	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42200		MVHFleet	OPERSUP		483.00				
	2 20106010 43100		MVHFleet	PROSERVICE		166.95				
							649.95			
						CHECK TOTAL	769.15			

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Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3280	EMBR Designs LLC	0000		EFT	06/12/2024	0000221		84612	90058	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		400.00				
							400.00			
						CHECK TOTAL	400.00			
1028	Environmental Laborat	0000		EFT	06/09/2024	20397714		84079	89447	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		55.00				
							55.00			
1028	Environmental Laborat	0000		EFT	06/08/2024	20397598		84090	89459	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		60.00				
							60.00			
1028	Environmental Laborat	0000		EFT	06/02/2024	20397286		84100	89467	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		105.00				
							105.00			
1028	Environmental Laborat	0000		EFT	06/01/2024	20397203		84104	89473	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		40.00				
							40.00			
1028	Environmental Laborat	0000		EFT	06/06/2024	20397358		84131	89502	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		80.00				
							80.00			
1028	Environmental Laborat	0000		EFT	06/15/2024	20398154		84387	89828	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		44.00				
							44.00			
						CHECK TOTAL	384.00			
514	EWT Holdings III Corp	0000	22301371	EFT	06/09/2024	906461769		84237	89637	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		15,053.45				
							15,053.45			
						CHECK TOTAL	15,053.45			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1558	Brett Fetzer		0000		INV	05/26/2024	42624AxonConf		83863	89218	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10106050 43200		GenIT	COMMTTRANS		228.92				
								228.92			
							CHECK TOTAL	228.92			
1182	Fineline Graphics Inc		0000		EFT	06/09/2024	155707		84007	89374	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	21105058 43300		MNCPLHDFNBRINTADVER			978.00				
								978.00			
							CHECK TOTAL	978.00			
1222	Fire Service, Incorpo		0000	22301001	EFT	11/23/2023	55527		84415	89859	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105015 42231		GenSafeTr	UNIFORMS		5,900.75				
								5,900.75			
							CHECK TOTAL	5,900.75			
1196	Frey Water Conditioni		0000		EFT	05/31/2024	106530538		83894	89251	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10107010 42200		GenParks	OPERSUP		58.45				
								58.45			
							CHECK TOTAL	58.45			
4661	Good Samaritan Networ		0000	22400539	EFT	05/26/2024	42324		84529	89975	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	21105058 43100		MNCPLHDFNBROSERVICE			10,000.00				
								10,000.00			
							CHECK TOTAL	10,000.00			
2776	Great Lakes Ace Hardw		0000		EFT	05/16/2024	2674/61		84125	89496	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105013 42200		GenLogist	OPERSUP		759.10				
								759.10			
							CHECK TOTAL	759.10			

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Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1918	Greencycle of Indiana		0000		EFT	05/30/2024	220000574415		84509	89955	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			50.00			
								50.00			
1918	Greencycle of Indiana		0000		EFT	06/02/2024	220000576406		84510	89956	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 20109011 43100			MVHPWStr	PROSERVICE			35.00			
								35.00			
							CHECK TOTAL	85.00			
770	Grimco Inc		0000	22400382	EFT	06/16/2024	32571750-01		84515	89961	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10107010 42200			GenParks	OPERSUP			127.70			
								127.70			
							CHECK TOTAL	127.70			
1442	Hamilton County Treas		0000		INV	05/23/2024	1514120003001000 p24		84623	90074	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 47140000 43100			FishersI69	PROSERVICE			1,030.38			
								1,030.38			
							CHECK TOTAL	1,030.38			
1442	Hamilton County Treas		0000		INV	05/23/2024	1414010103002000 p24		84626	90077	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 47140000 43100			FishersI69	PROSERVICE			41,342.04			
								41,342.04			
							CHECK TOTAL	41,342.04			
1442	Hamilton County Treas		0000		INV	05/23/2024	1414010103005000 p24		84628	90079	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 47140000 43100			FishersI69	PROSERVICE			931.06			
								931.06			
							CHECK TOTAL	931.06			
1446	Hamilton County Treas		0000		INV	06/01/2024	April24Deferral		84015	89381	
	ACCOUNT DETAIL						LINE AMOUNT				
	1 27021011 43100			DEFMAYOR	PROSERVICE			720.00			
								720.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	720.00			
1431	Hamilton Southeastern	0000	22400488	EFT	06/01/2024	5012024		84020	89387	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42221		GenFleet	FUEL			6,151.47			
	2 20106010 42221		MVHFleet	FUEL			880.41			
	3 60606010 42221		SewFleet	FUEL			1,361.65			
	4 62606010 42221		SWFleet	FUEL			2,700.27			
							11,093.80			
						CHECK TOTAL	11,093.80			
2053	Rodney V Hartley	0000	22400050	EFT	05/21/2024	3069		84099	89468	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE			2,711.97			
							2,711.97			
2053	Rodney V Hartley	0000		EFT	05/21/2024	3070		84103	89472	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE			1,988.00			
							1,988.00			
2053	Rodney V Hartley	0000	22400050	EFT	05/22/2024	3072		84115	89485	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE			818.00			
							818.00			
2053	Rodney V Hartley	0000	22400050	EFT	05/25/2024	3074		84119	89489	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE			1,089.31			
							1,089.31			
2053	Rodney V Hartley	0000		EFT	06/02/2024	3076		84123	89493	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWPBuild	PROSERVICE			1,000.00			
							1,000.00			
2053	Rodney V Hartley	0000		EFT	06/02/2024	3080		84124	89494	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWPBuild	PROSERVICE			719.00			
							719.00			
2053	Rodney V Hartley	0000		EFT	06/15/2024	3088		84307	89719	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE			125.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							125.00			
2053	Rodney V Hartley	0000	22400050	EFT	06/14/2024	3085		84376	89816	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE				910.00			
							910.00			
2053	Rodney V Hartley	0000	22400520	EFT	06/18/2024	3092		84393	89834	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE				4,164.00			
							4,164.00			
2053	Rodney V Hartley	0000	22400521	EFT	06/18/2024	3093		84394	89835	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE				2,385.00			
							2,385.00			
2053	Rodney V Hartley	0000		EFT	06/16/2024	3090		84395	89836	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE				1,477.00			
							1,477.00			
2053	Rodney V Hartley	0000		EFT	06/16/2024	3091		84396	89837	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE				380.00			
							380.00			
2053	Rodney V Hartley	0000	22400479	EFT	06/12/2024	3084		84398	89840	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr PROSERVICE				500.00			
							500.00			
2053	Rodney V Hartley	0000		EFT	05/15/2024	3066		84399	89841	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks PROSERVICE				125.00			
							125.00			
						CHECK TOTAL	18,392.28			
3718	HD Supply Inc	0000	22400407	EFT	06/08/2024	INV00360877		84000	89363	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				539.70			
							539.70			
3718	HD Supply Inc	0000	22400407	EFT	06/08/2024	INV00360991		84002	89366	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				240.65			

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 User: Carrie Clark (clarkc)
 Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3718	HD Supply Inc	0000	22400407	EFT	06/14/2024	INV00366422	240.65	84262	89665	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				240.51			
3718	HD Supply Inc	0000	22400407	EFT	06/14/2024	INV00367033	240.51	84264	89667	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP				2,265.35			
						CHECK TOTAL	2,265.35			
							3,286.21			
4597	HD Supply Inc	0000		EFT	06/01/2024	802833913		84416	89860	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP				387.16			
4597	HD Supply Inc	0000		EFT	06/06/2024	803586536	387.16	84417	89862	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP				180.80			
						CHECK TOTAL	180.80			
							567.96			
1274	Hood's Gardens, Inc.	0000		EFT	05/26/2024	54982		84352	89788	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP				338.25			
						CHECK TOTAL	338.25			
							338.25			
1412	Hoosier Fire Equipmen	0000		EFT	05/24/2024	119760		84128	89499	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist OPERSUP				764.17			
1412	Hoosier Fire Equipmen	0000		EFT	05/26/2024	119789	764.17	84420	89864	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr UNIFORMS				609.70			
1412	Hoosier Fire Equipmen	0000	22400307	EFT	06/01/2024	119846	609.70	84582	90030	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr UNIFORMS				13,955.70			

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 User: Carrie Clark (clarkc)
 Program ID: apwarrrt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							13,955.70			
						CHECK TOTAL	15,329.57			
1805	Identisys Incorporate	0000		EFT	06/16/2024	666692		84478	89923	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106050 43100		GenIT	PROSERVICE			761.00			
							761.00			
						CHECK TOTAL	761.00			
2770	Incentive Services In	0000		EFT	05/30/2024	00118834		84620	90071	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101017 43100		GenFndCS	PROSERVICE			416.03			
	2 60601011 42200		SewMayor	OPERSUP			115.48			
							531.51			
						CHECK TOTAL	531.51			
1543	Indiana Oxygen Compan	0000		EFT	05/29/2024	10392518		83899	89256	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP			123.88			
							123.88			
1543	Indiana Oxygen Compan	0000		EFT	05/30/2024	10392730		84044	89411	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE			183.60			
							183.60			
1543	Indiana Oxygen Compan	0000		EFT	05/30/2024	10392679		84231	89630	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP			45.60			
							45.60			
						CHECK TOTAL	353.08			
2946	Indy Excavating and U	0000	22301359	EFT	05/03/2024	4227		84522	89968	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 44500		SewPWWater	MACHEQPT			295,696.30			
	2 60609014 43100		SewPWWater	PROSERVICE			39,444.95			
							335,141.25			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2946	Indy Excavating and U		0000	22101212	EFT	06/01/2024	4266		84523	89969	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60609014 44200		SewPWWaterINFRSTR			50,000.00				
	2	60609014 43100		SewPWWaterPROSERVICE			9,317.38				
								59,317.38			
							CHECK TOTAL	394,458.63			
2104	Innovative Edit Inc		0000		EFT	06/07/2024	2024149		84039	89406	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	43510000 43100		THBC	PROSERVICE		14,166.66				
								14,166.66			
							CHECK TOTAL	14,166.66			
1823	Irving Materials, Inc		0000	22301280	EFT	06/12/2024	71337226		84356	89794	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20209011 42200		LRSPWSTRTOPERSUP			4,165.23				
								4,165.23			
							CHECK TOTAL	4,165.23			
32	Jack Doheny Companies		0000	22400500	EFT	06/21/2024	228499		84247	89647	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	62609014 43100		SWPWWater PROSERVICE			2,387.14				
								2,387.14			
							CHECK TOTAL	2,387.14			
3953	James P Hallett		0000		EFT	06/01/2024	6/24 Ambassador		84209	89604	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	44391011 43100		ECNDEVMY PROSERVICE			7,500.00				
								7,500.00			
							CHECK TOTAL	7,500.00			
3256	Jeffery Meyer		0000		EFT	06/14/2024	042383		84463	89908	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	60606010 42200		SewFleet	OPERSUP		79.67				
								79.67			
3256	Jeffery Meyer		0000		EFT	06/15/2024	042402		84465	89910	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	62606010 43100		SWFleet	PROSERVICE		83.59				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							83.59			
3256	Jeffery Meyer	0000		EFT	06/03/2024	042305		84466	89911	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62606010 42200		SWFleet	OPERSUP			444.10			
							444.10			
3256	Jeffery Meyer	0000		EFT	06/06/2024	042308		84467	89912	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60606010 43100		SewFleet	PROSERVICE			569.20			
							569.20			
3256	Jeffery Meyer	0000	22400532	EFT	06/14/2024	042390		84496	89941	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP			6,215.65			
							6,215.65			
3256	Jeffery Meyer	0000	22400533	EFT	06/20/2024	5202024		84498	89943	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP			9,326.56			
	2 10106010 43100		GenFleet	PROSERVICE			349.45			
							9,676.01			
3256	Jeffery Meyer	0000	22400544	EFT	06/20/2024	5202024-1		84542	89989	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP			11,763.17			
	2 10106010 43100		GenFleet	PROSERVICE			5,698.20			
	3 20106010 42200		MVHFleet	OPERSUP			11,158.76			
	4 20106010 43100		MVHFleet	PROSERVICE			1,439.02			
							30,059.15			
						CHECK TOTAL	47,127.37			
4662	Jessica Yoder	0000		EFT	05/25/2024	00001		84038	89405	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 43100		MNCPLHDFNBROSERVICE				500.00			
							500.00			
						CHECK TOTAL	500.00			
2308	Jobsite Supply Inc	0000	22301024	EFT	06/07/2024	3240239		84048	89413	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20209011 42200		LRSPWSTRTOPERSUP				3,154.52			
							3,154.52			
						CHECK TOTAL	3,154.52			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2825	John W Porter	0000		EFT	06/15/2024	832353		84280	89691	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		60.00				
							60.00			
						CHECK TOTAL	60.00			
3217	Keith Kunda	0000		EFT	06/15/2024	832353		84285	89696	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		60.00				
							60.00			
						CHECK TOTAL	60.00			
4292	Kevin L Durfee	0000		EFT	06/15/2024	832353		84284	89695	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		60.00				
							60.00			
						CHECK TOTAL	60.00			
4518	Keystone Cooperative	0000	22400491	EFT	05/25/2024	506009626		84017	89384	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42221		GenFleet	FUEL		18,079.74				
	2 20106010 42221		MVHFleet	FUEL		1,882.52				
	3 60606010 42221		SewFleet	FUEL		1,235.36				
	4 62606010 42221		SWFleet	FUEL		474.60				
							21,672.22			
4518	Keystone Cooperative	0000	22400487	EFT	06/25/2024	566018875		84019	89386	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		3,429.45				
							3,429.45			
4518	Keystone Cooperative	0000	22400513	EFT	06/25/2024	566018983		84160	89555	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		2,688.39				
							2,688.39			
4518	Keystone Cooperative	0000		EFT	06/25/2024	566019095		84227	89623	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		1,800.91				
							1,800.91			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
4518	Keystone Cooperative	0000	22400527	EFT	06/25/2024	566019142		84406	89850	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		2,461.58				
							2,461.58			
4518	Keystone Cooperative	0000		EFT	06/25/2024	566019216		84519	89965	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		1,561.38				
							1,561.38			
4518	Keystone Cooperative	0000		EFT	06/25/2024	566019217		84520	89966	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 42221		MVHFleet	FUEL		1,144.59				
							1,144.59			
4518	Keystone Cooperative	0000	22400537	EFT	06/25/2024	506009649		84583	90031	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42221		GenFleet	FUEL		19,356.03				
	2 20106010 42221		MVHFleet	FUEL		1,703.86				
	3 60606010 42221		SewFleet	FUEL		949.09				
	4 62606010 42221		SWFleet	FUEL		236.58				
							22,245.56			
						CHECK TOTAL	57,004.08			
150	Kirby Risk Corporatio	0000		EFT	06/30/2024	S210320686.001		84245	89645	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		87.84				
							87.84			
150	Kirby Risk Corporatio	0000		EFT	06/30/2024	S210342770.001		84267	89668	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		88.49				
							88.49			
150	Kirby Risk Corporatio	0000		EFT	06/30/2024	S210342770.002		84350	89786	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		28.59				
							28.59			
						CHECK TOTAL	204.92			
117	Kleen-It Group, Inc	0000	22400045	EFT	05/15/2024	85310		84250	89653	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		48,750.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
117	Kleen-It Group, Inc	0000		EFT	04/04/2024	85120	48,750.00	84263	89666	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			350.00			
							350.00			
117	Kleen-It Group, Inc	0000		EFT	05/14/2024	85304		84265	89669	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			200.00			
							200.00			
						CHECK TOTAL	49,300.00			
152	Krieg Devault LLP	0000	22400199	EFT	06/16/2024	559957		84563	90011	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43101		GenMayorOf	LGLSVCS			5,500.00			
							5,500.00			
152	Krieg Devault LLP	0000	22400199	EFT	06/20/2024	560153		84615	90066	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 43101		GenMayorOf	LGLSVCS			246.33			
							246.33			
						CHECK TOTAL	5,746.33			
2189	Kyle J Becker	0000		EFT	06/08/2024	83938		83938	89297	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27807010 43000		CPP	OTHERSERV			14.00			
							14.00			
						CHECK TOTAL	14.00			
936	Lehman's Inc of Ander	0000	22400519	EFT	05/16/2024	19198		84348	89784	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE			7,236.95			
	2 10109012 43100		GenPWBuild	PROSERVICE			3,371.05			
							10,608.00			
						CHECK TOTAL	10,608.00			
3676	Life Technologies Cor	0000	22400506	EFT	05/01/2024	84892354		84037	89404	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP			4,659.50			
							4,659.50			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	4,659.50			
289	Macallister Machinery	0000	22400499	EFT	05/27/2024	R71573674302		84246	89646	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			7,919.00				
							7,919.00			
						CHECK TOTAL	7,919.00			
3448	Maddox Industrial LLC	0000	22400517	EFT	04/18/2024	157534		84339	89775	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 43100		SewPWWaterPROSERVICE			4,186.20				
							4,186.20			
						CHECK TOTAL	4,186.20			
253	Martin Marietta Mater	0000	22400347	EFT	06/14/2024	42450173		84355	89792	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20206191 42200		LRSICSRTS OPERSUP			5,397.96				
							5,397.96			
253	Martin Marietta Mater	0000	22400347	EFT	06/13/2024	42450172		84357	89795	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20206191 42200		LRSICSRTS OPERSUP			475.75				
							475.75			
						CHECK TOTAL	5,873.71			
2236	McKesson Medical-Surg	0000		EFT	06/01/2024	66458481		84392	89833	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFNDPERSUP			285.56				
							285.56			
2236	McKesson Medical-Surg	0000		EFT	06/15/2024	66906581		84505	89951	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 42200		MNCPLHDFNDPERSUP			113.57				
							113.57			
						CHECK TOTAL	399.13			
232	McMaster-Carr Supply	0000		EFT	04/20/2024	24190139		83926	89284	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks OPERSUP			34.62				
							34.62			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	34.62			
266	Menard Inc	0000		EFT	06/02/2024	80693		83902	89259	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		275.15	275.15			
266	Menard Inc	0000		EFT	06/05/2024	80852		83903	89260	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		165.04	165.04			
266	Menard Inc	0000		EFT	05/22/2024	80111		83925	89283	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		51.44	51.44			
266	Menard Inc	0000		EFT	06/07/2024	80990		83962	89323	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		298.96	298.96			
266	Menard Inc	0000		EFT	06/09/2024	81113		84081	89449	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		409.20	409.20			
266	Menard Inc	0000		EFT	06/12/2024	81237		84088	89458	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42200		GenSafeTr	OPERSUP		124.25	124.25			
266	Menard Inc	0000		EFT	06/09/2024	81081		84223	89618	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater	OPERSUP		7.96	7.96			
266	Menard Inc	0000		EFT	05/15/2024	79619		84230	89629	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		744.98	744.98			
266	Menard Inc	0000		EFT	05/16/2024	79672		84232	89631	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		62.98	62.98			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
266	Menard Inc	0000		EFT	05/10/2024	79319		84233	89632		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			213.90	213.90				
266	Menard Inc	0000		EFT	06/17/2024	81488		84435	89879		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			349.98	349.98				
266	Menard Inc	0000		EFT	06/15/2024	81420		84488	89933		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10105015 42200		GenSafeTr OPERSUP			207.68	207.68				
266	Menard Inc	0000		EFT	06/19/2024	81622		84497	89942		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			740.00	740.00				
266	Menard Inc	0000		EFT	06/19/2024	81618		84499	89945		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			1,092.89	1,092.89				
266	Menard Inc	0000		EFT	06/19/2024	81620		84501	89947		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			1,158.00	1,158.00				
266	Menard Inc	0000		EFT	06/19/2024	81621		84502	89948		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			-1,158.00	-1,158.00				
266	Menard Inc	0000		EFT	06/14/2024	81379		84516	89962		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks OPERSUP			97.80	97.80				
266	Menard Inc	0000		EFT	06/16/2024	81517		84517	89963		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 42200		GenParks OPERSUP			5.09	5.09				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100			APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
266	Menard Inc	0000		EFT	06/20/2024	81632		84580	90028	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42200		GenFleet	OPERSUP		918.99				
							918.99			
						CHECK TOTAL	5,766.29			
1661	Tabatha Miller	0000		INV	06/14/2024	5132024		84135	89506	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43200		GenFleet	COMMTRANS		228.00				
							228.00			
						CHECK TOTAL	228.00			
254	Miller's Autobody, In	0000	22400497	EFT	03/28/2024	16654600		84053	89420	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60606010 43100		SewFleet	PROSERVICE		3,759.08				
							3,759.08			
						CHECK TOTAL	3,759.08			
2252	Millers Towing and Tr	0000		EFT	06/10/2024	183129		84059	89426	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		70.00				
							70.00			
2252	Millers Towing and Tr	0000		EFT	06/08/2024	183062		84487	89932	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 43100		GenFleet	PROSERVICE		210.00				
							210.00			
						CHECK TOTAL	280.00			
2626	Mountain Glacier LLC	0000		EFT	06/08/2024	0900576773		84008	89375	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10102010 43100		GenClerk	PROSERVICE		10.00				
	2 10101017 43100		GenFndCS	PROSERVICE		35.11				
	3 10101013 43100		GenContr	PROSERVICE		35.11				
							80.22			
						CHECK TOTAL	80.22			

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
845	Multi Service Technol	0000		EFT	05/10/2024	991-1-73126		84023	89390	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	05/22/2024	991-1-73579		84132	89503	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRSTS OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	05/16/2024	579-1-56879		84133	89504	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRSTS OPERSUP			200.00				
							200.00			
845	Multi Service Technol	0000		EFT	05/21/2024	991-1-73551		84421	89866	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNOPERSUP			200.00				
							200.00			
						CHECK TOTAL	800.00			
234	Municipal Emergency S	0000		EFT	05/26/2024	IN2044777		84111	89481	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol OPERSUP			1,039.99				
							1,039.99			
234	Municipal Emergency S	0000		EFT	05/26/2024	IN2044789		84112	89482	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol OPERSUP			1,039.99				
							1,039.99			
234	Municipal Emergency S	0000		EFT	05/26/2024	IN2044780		84113	89483	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol OPERSUP			1,039.99				
							1,039.99			
234	Municipal Emergency S	0000		EFT	05/26/2024	IN2044779		84114	89484	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol OPERSUP			1,039.99				
							1,039.99			
234	Municipal Emergency S	0000		EFT	05/26/2024	IN2044785		84122	89492	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol OPERSUP			1,039.99				
							1,039.99			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	5,199.95			
2716	Nelson & Co LLC	0000		EFT	06/08/2024	SI161533		83974	89338	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			616.19			
							616.19			
2716	Nelson & Co LLC	0000		EFT	05/15/2024	SC162569		83975	89339	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			-260.40			
							-260.40			
2716	Nelson & Co LLC	0000		EFT	06/08/2024	SI161546		84045	89412	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105015 42231		GenSafeTr	UNIFORMS			11.70			
							11.70			
2716	Nelson & Co LLC	0000		EFT	06/12/2024	SI161590		84092	89461	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			159.95			
							159.95			
2716	Nelson & Co LLC	0000		EFT	06/12/2024	SI161596		84093	89462	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108012 42200		GenPatrol	OPERSUP			97.89			
							97.89			
						CHECK TOTAL	625.33			
2130	OfficeWorks Services	0000		EFT	06/09/2024	30491		84576	90024	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62601015 42200		SWHR	OPERSUP			570.00			
	2 60601015 42200		SewHR	OPERSUP			570.00			
	3 10101015 42200		GenHR	OPERSUP			571.69			
							1,711.69			
						CHECK TOTAL	1,711.69			
2991	Old Dominion Brush In	0000		EFT	05/26/2024	8972781		84362	89801	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62606010 42200		SWFleet	OPERSUP			761.73			
							761.73			
						CHECK TOTAL	761.73			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100			APCash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
99999	Lindsey Wormuth		0000		INV	05/29/2024	4924		84288	89698	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10101016 43200		GenPR	COMMTTRANS		68.22				
								68.22			
							CHECK TOTAL	68.22			
99995	ARLETTA A MEREDITH		0000		INV	05/23/2024	FD2023-00007947:1		84050	89417	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		250.00				
								250.00			
							CHECK TOTAL	250.00			
99995	JOEL HAND		0000		INV	05/23/2024	FD2023-00006724:1		84049	89416	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		727.80				
								727.80			
							CHECK TOTAL	727.80			
99995	MDWISE INC.		0000		INV	06/06/2024	FD2024-00000058:1		84051	89418	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 36000		GenEMS	OTHEREV		432.49				
								432.49			
							CHECK TOTAL	432.49			
99995	PHYLLIS M RHODES		0000		INV	05/22/2024	FD2022-00007467:1		84046	89414	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10105012 43901		GenEMS	REFUNDS		220.00				
								220.00			
							CHECK TOTAL	220.00			
99994	Aiden Flannery		0000		INV	06/06/2024	74046		84361	89800	
	ACCOUNT DETAIL						LINE AMOUNT				
	1	20106191 42200		MVHICSRTS	OPERSUP		75.00				
								75.00			
							CHECK TOTAL	75.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100				APCash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
99994	Caleb Martin	0000		INV	06/01/2024	272201		84370	89809		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			74.89					
							74.89				
						CHECK TOTAL	74.89				
99994	Clayton Juffer	0000		INV	06/06/2024	261300		84363	89802		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			75.00					
							75.00				
						CHECK TOTAL	75.00				
99994	Connor Barclay	0000		INV	06/06/2024	102001499062237		84368	89807		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			54.88					
							54.88				
						CHECK TOTAL	54.88				
99994	Ethan Carmona	0000		INV	06/09/2024	111-1229981-8726617		84365	89804		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			60.49					
							60.49				
						CHECK TOTAL	60.49				
99994	Jacob Harling	0000		INV	05/06/2024	2000119-24217877		84364	89803		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			58.83					
							58.83				
						CHECK TOTAL	58.83				
99994	Riley Leppert	0000		INV	06/03/2024	275392		84369	89808		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			75.00					
							75.00				
						CHECK TOTAL	75.00				

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

WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
99994	Shane Carney	0000		INV	05/27/2024	2000117-88720209		84366	89805		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			69.53					
						CHECK TOTAL	69.53				
							69.53				
99994	Valentin Wheeler	0000		INV	06/14/2024	354701		84360	89799		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			75.00					
						CHECK TOTAL	75.00				
							75.00				
99997	Erdem Denizli	0000		INV	06/12/2024	Denizli69138706		84078	89446		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43901		GenParks REFUNDS			275.00					
						CHECK TOTAL	275.00				
							275.00				
99997	Lorena Valois	0000		INV	06/07/2024	68895484		83877	89233		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43901		GenParks REFUNDS			262.50					
						CHECK TOTAL	262.50				
							262.50				
99996	J. Brent Burton	0000		INV	06/08/2024	J. Brent Burton		84266	89670		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWaterPROSERVICE			4,850.00					
						CHECK TOTAL	4,850.00				
							4,850.00				
2470	OnPoint Hub & Spoke L	0000		EFT	06/01/2024	6/24 Rent		84210	89605		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101011 43100		GenMayorOf PROSERVICE			38,172.03					
						CHECK TOTAL	38,172.03				
							38,172.03				
							38,172.03				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
347	Otis Elevator Company	0000		EFT	06/01/2024	100401551926		84251	89651		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		823.19					
							823.19				
347	Otis Elevator Company	0000		EFT	06/01/2024	100401551994		84252	89654		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		512.85					
							512.85				
347	Otis Elevator Company	0000		EFT	06/01/2024	100401552182		84253	89655		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109012 43100		GenPWBuild	PROSERVICE		146.34					
							146.34				
						CHECK TOTAL	1,482.38				
3198	Outdoor Home Services	0000	22400157	EFT	05/21/2024	191820229		84234	89634		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		79.87					
							79.87				
3198	Outdoor Home Services	0000	22400157	EFT	05/21/2024	191807551		84235	89635		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		76.68					
							76.68				
3198	Outdoor Home Services	0000	22400157	EFT	05/21/2024	191811047		84236	89636		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		69.22					
							69.22				
3198	Outdoor Home Services	0000	22400157	EFT	05/28/2024	192299817		84525	89971		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 43100		SewPWWater	PROSERVICE		76.68					
							76.68				
						CHECK TOTAL	302.45				
4653	Pacers Basketball LLC	0000		EFT	05/18/2024	1839		83875	89231		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		1,083.50					
							1,083.50				
						CHECK TOTAL	1,083.50				

ACCOUNTS PAYABLE CHECK RUN REPORT**Detail Invoice List**WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
2899	Paul R Hansard	0000		EFT	06/09/2024	2024-4		84058	89424		
ACCOUNT DETAIL						LINE AMOUNT					
1	10108015 43100		GenPDSpprt	PROSERVICE		500.00					
							500.00				
						CHECK TOTAL	500.00				
4035	People Driven Technol	0000	22400346	EFT	06/09/2024	INV11742		84189	89584		
ACCOUNT DETAIL						LINE AMOUNT					
1	10106050 43100		GenIT	PROSERVICE		2,240.00					
2	60606050 43100		SewIT	PROSERVICE		480.00					
3	62606050 43100		SWIT	PROSERVICE		480.00					
							3,200.00				
4035	People Driven Technol	0000	22400229	EFT	06/16/2024	INV11909		84390	89831		
ACCOUNT DETAIL						LINE AMOUNT					
1	10106050 43100		GenIT	PROSERVICE		78.76					
2	60606050 43100		SewIT	PROSERVICE		16.87					
3	62606050 43100		SWIT	PROSERVICE		16.87					
							112.50				
						CHECK TOTAL	3,312.50				
2086	Platt Industrial Cont	0000	22400003	EFT	06/01/2024	24520		84491	89936		
ACCOUNT DETAIL						LINE AMOUNT					
1	10109013 43100		GenPWParks	PROSERVICE		5,750.00					
							5,750.00				
2086	Platt Industrial Cont	0000		EFT	06/15/2024	24531		84590	90039		
ACCOUNT DETAIL						LINE AMOUNT					
1	10109013 43100		GenPWParks	PROSERVICE		980.00					
							980.00				
						CHECK TOTAL	6,730.00				
366	Plumbers Supply Compa	0000		EFT	06/25/2024	90800749		84243	89643		
ACCOUNT DETAIL						LINE AMOUNT					
1	10106192 42200		GFICBLDGMN	PERSUP		642.48					
							642.48				
366	Plumbers Supply Compa	0000		EFT	06/25/2024	90800747		84268	89671		
ACCOUNT DETAIL						LINE AMOUNT					
1	10106192 42200		GFICBLDGMN	PERSUP		420.42					
							420.42				

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Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
366	Plumbers Supply Compa	0000		EFT	06/25/2024	90800751		84347	89783		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMN	OPERSUP		27.44					
						27.44					
						CHECK TOTAL	1,090.34				
4474	Pond Management Group	0000		EFT	04/14/2024	INV-24-38059		84503	89949		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		1,122.19					
						1,122.19					
4474	Pond Management Group	0000		EFT	06/14/2024	INV-24-49199		84504	89950		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10109013 43100		GenPWParks	PROSERVICE		1,122.19					
						1,122.19					
						CHECK TOTAL	2,244.38				
3569	Porscha Johnson	0000		INV	06/20/2024	203286		84526	89972		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101017 42200		GenFndCS	OPERSUP		24.99					
						24.99					
						CHECK TOTAL	24.99				
1601	Nick Powell	0000		INV	06/20/2024	042824-NP		84611	90064		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20109011 43100		MVHPWStr	PROSERVICE		178.00					
						178.00					
						CHECK TOTAL	178.00				
378	PowerDMS Inc	0000	22400515	EFT	06/30/2024	INV-50851		84244	89644		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 43100		GenPDSpprt	PROSERVICE		2,543.00					
						2,543.00					
						CHECK TOTAL	2,543.00				
4207	Propio LS LLC	0000		EFT	05/30/2024	0193790424		84500	89944		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21201012 43100		HDFBSG	PROSERVICE		961.21					
						961.21					

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100				APCash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
								CHECK TOTAL	961.21			
375	PTR, Inc.			0000		EFT	06/21/2024	157566		84614	90067	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	10101016	43100		GenPR	PROSERVICE		327.10				
									327.10			
								CHECK TOTAL	327.10			
433	RCS Contractor Suppli			0000		EFT	06/08/2024	1-544717		84016	89382	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	20106191	42200		MVHICSRTS	OPERSUP		183.39				
									183.39			
								CHECK TOTAL	183.39			
4032	Rebar Techway LLC			0000		EFT	06/09/2024	1023		84201	89596	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	21205058	43100		CHD	PROSERVICE		325.00				
	2	21205058	42200		CHD	OPERSUP		242.02				
									567.02			
								CHECK TOTAL	567.02			
1364	Regions Bank			0000		EFT	08/03/2024	116162		83851	89206	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	47170000	43100		Oliol69	PROSERVICE		1,500.00				
									1,500.00			
1364	Regions Bank			0000		EFT	07/01/2024	116165		83856	89211	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	47140000	43100		Fishersl69	PROSERVICE		2,500.00				
									2,500.00			
								CHECK TOTAL	4,000.00			
805	Republic Services of			0000		EFT	05/20/2024	0761-006416037		84021	89388	
	ACCOUNT DETAIL							LINE AMOUNT				
	1	62609014	43100		SWPWWater	PROSERVICE		1,200.00				
									1,200.00			
								CHECK TOTAL	1,200.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2107	Schindler Elevator Co	0000	22400518	EFT	05/22/2024	7153919090		84345	89781	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		5,314.81				
							5,314.81			
						CHECK TOTAL	5,314.81			
466	Sharp Printing Servic	0000		EFT	06/08/2024	102833		83954	89314	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER		50.00				
							50.00			
466	Sharp Printing Servic	0000		EFT	06/08/2024	102832		84030	89397	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWater	OPERSUP		455.00				
							455.00			
466	Sharp Printing Servic	0000		EFT	06/09/2024	102882		84034	89401	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27807010 43300		CPP	PRINTADVER		817.50				
							817.50			
466	Sharp Printing Servic	0000		EFT	06/09/2024	102900		84035	89402	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27807010 43300		CPP	PRINTADVER		111.25				
							111.25			
466	Sharp Printing Servic	0000		EFT	06/09/2024	102846		84062	89428	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		312.50				
							312.50			
466	Sharp Printing Servic	0000	22400391	EFT	06/19/2024	102997		84518	89964	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 42200		GenParks	OPERSUP		80.00				
							80.00			
466	Sharp Printing Servic	0000		EFT	06/14/2024	102977		84594	90045	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER		140.00				
							140.00			
466	Sharp Printing Servic	0000		EFT	06/14/2024	102949		84595	90046	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER		175.00				
							175.00			

Report generated: 05/23/2024 12:18:50
 User: Carrie Clark (clarkc)
 Program ID: apwarnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
466	Sharp Printing Servic	0000		EFT	06/14/2024	102881		84596	90047	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101011 42200		GenMayorOf	OPERSUP		99.50				
							99.50			
466	Sharp Printing Servic	0000		EFT	06/17/2024	102975		84605	90056	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER		1,645.00				
							1,645.00			
466	Sharp Printing Servic	0000		EFT	06/20/2024	103056		84631	90082	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER		30.00				
							30.00			
466	Sharp Printing Servic	0000		EFT	06/20/2024	103010		84632	90083	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43300		GenPR	PRINTADVER		185.00				
							185.00			
						CHECK TOTAL	4,100.75			
736	Sign Craft Industries	0000		EFT	05/19/2024	25435		84063	89430	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108013 42200		GenInvstgt	OPERSUP		22.00				
							22.00			
						CHECK TOTAL	22.00			
486	Signal Construction,	0000	22301297	EFT	06/07/2024	4197		84197	89592	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 43100		MVHEng	PROSERVICE		1,637.75				
	2 20104010 42200		MVHEng	OPERSUP		411.75				
							2,049.50			
						CHECK TOTAL	2,049.50			
486	Signal Construction,	0000	22301297	EFT	06/13/2024	4210		84198	89593	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20104010 43100		MVHEng	PROSERVICE		897.50				
	2 20104010 42200		MVHEng	OPERSUP		105.75				
							1,003.25			
						CHECK TOTAL	1,003.25			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1816	Silicon Forensics	0000	22400269	EFT	06/07/2024	116379		84531	89977	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10301011 42200		PSAPMYR	OPERSUP		23,690.00	23,690.00			
1816	Silicon Forensics	0000	22400270	EFT	06/07/2024	116378		84532	89978	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10301011 42200		PSAPMYR	OPERSUP		35,385.00	35,385.00			
						CHECK TOTAL	59,075.00			
734	Smock Fansler Corpora	0000	22400133	EFT	06/16/2024	4789		84401	89843	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109012 43100		GenPWBuild	PROSERVICE		2,050.00	2,050.00			
						CHECK TOTAL	2,050.00			
2372	Smyrna Ready Mix Conc	0000		EFT	05/25/2024	1020492671		84343	89779	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		905.00	905.00			
2372	Smyrna Ready Mix Conc	0000	22400545	EFT	06/01/2024	1020494576		84545	89992	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		990.00	990.00			
2372	Smyrna Ready Mix Conc	0000	22400545	EFT	06/10/2024	1020498718		84546	89993	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS	OPERSUP		4,039.00	4,039.00			
						CHECK TOTAL	5,934.00			
4600	Speck Dempsey LLC	0000	22400502	EFT	05/13/2024	1027		84457	89902	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10103012 43100		GenPZ	PROSERVICE		7,697.76	7,697.76			
						CHECK TOTAL	7,697.76			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3014	Stage Tech, Inc	0000	22400386	EFT	05/03/2024	470531		84211	89606	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10107010 43100		GenParks	PROSERVICE		1,537.50				
						1,537.50				
						CHECK TOTAL	1,537.50			
2878	Sterling Infosystems	0000		EFT	05/30/2024	9839976		84579	90027	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101015 43100		GenHR	PROSERVICE		45.00				
						45.00				
						CHECK TOTAL	45.00			
3266	Steve Blanchard	0000		EFT	06/15/2024	832353		84283	89694	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101016 43100		GenPR	PROSERVICE		60.00				
						60.00				
						CHECK TOTAL	60.00			
558	Stryker Sales Corpora	0000	22300304	EFT	06/15/2024	9206215724		84455	89900	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 43100		GenEMS	PROSERVICE		11,964.30				
	2 10105011 43100		GenFireAdm	PROSERVICE		11,463.02				
	3 10105012 43100		GenEMS	PROSERVICE		926.88				
						24,354.20				
558	Stryker Sales Corpora	0000	22301089	EFT	06/19/2024	9206240318		84489	89934	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105012 42200		GenEMS	OPERSUP		1,425.33				
						1,425.33				
						CHECK TOTAL	25,779.53			
507	Sunbelt Rentals Inc	0000		EFT	06/07/2024	153764624-0001		84477	89922	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		481.05				
						481.05				
507	Sunbelt Rentals Inc	0000		EFT	06/10/2024	153936570-0001		84490	89935	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106010 43100		MVHFleet	PROSERVICE		138.61				
						138.61				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						CHECK TOTAL	619.66				
3291	Susan Baker	0000		INV	05/26/2024	42624AxonConf		84005	89371		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106050 43200		GenIT	COMMTRANS		279.15					
							279.15				
						CHECK TOTAL	279.15				
3736	Susan J Mueller	0000		EFT	06/14/2024	05152024		84441	89885		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		510.00					
							510.00				
						CHECK TOTAL	510.00				
4655	Susan W Twer	0000	22400512	EFT	02/17/2024	1894		84248	89648		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108012 42200		GenPatrol	OPERSUP		9,020.00					
							9,020.00				
						CHECK TOTAL	9,020.00				
1808	Switch Offices LLC	0000		EFT	05/29/2024	320		84202	89597		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43700		FishersI69	RENTALS		10,367.60					
							10,367.60				
						CHECK TOTAL	10,367.60				
527	T&T Sales & Promotion	0000		EFT	05/18/2024	54205		84001	89367		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10108015 42200		GenPDSpprt	OPERSUP		1,251.00					
							1,251.00				
						CHECK TOTAL	1,251.00				
4526	Tege Holt	0000		EFT	06/08/2024	06082021		84512	89958		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10107010 43100		GenParks	PROSERVICE		140.00					
							140.00				
						CHECK TOTAL	140.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1337	The Marina Ltd Partne	0000		EFT	06/18/2024	9532059329484		84400	89842	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106010 42221		GenFleet	FUEL		325.05				
							325.05			
						CHECK TOTAL	325.05			
4667	The Motz Corporation	0000		EFT	06/07/2024	6940		84278	89682	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		1,550.00				
							1,550.00			
						CHECK TOTAL	1,550.00			
4392	The Plaid Agency	0000	22400192	EFT	05/19/2024	3963		84004	89369	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 43100		MNCPLHDFNBROSERVICE			7,185.66				
							7,185.66			
						CHECK TOTAL	7,185.66			
572	The Sherwin-Williams	0000		EFT	06/20/2024	4353-0		84273	89676	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMNDPERSUP			64.25				
							64.25			
						CHECK TOTAL	64.25			
3314	Thomas J Morris III	0000	22400403	EFT	04/14/2024	151992		83930	89289	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10108015 42200		GenPDSpprt	OPERSUP		8,376.00				
							8,376.00			
						CHECK TOTAL	8,376.00			
532	Tiffany Lawn & Garden	0000		EFT	06/22/2024	18790/3		84287	89700	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		147.00				
							147.00			
532	Tiffany Lawn & Garden	0000		EFT	06/23/2024	18795/3		84289	89701	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10101013 44920		GenContr	CAPEXP		147.00				
							147.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
532	Tiffany Lawn & Garden	0000		EFT	06/23/2024	18803/3		84290	89702		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP			147.00				
							147.00				
532	Tiffany Lawn & Garden	0000		EFT	07/03/2024	18939/3		84292	89704		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP			210.00				
							210.00				
532	Tiffany Lawn & Garden	0000		EFT	07/04/2024	18947/3		84293	89705		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10101013 44920		GenContr	CAPEXP			252.00				
							252.00				
532	Tiffany Lawn & Garden	0000	22400546	EFT	06/23/2024	84821/3		84536	89983		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP				1,609.00				
							1,609.00				
532	Tiffany Lawn & Garden	0000	22400546	EFT	07/14/2024	92161/1		84537	89984		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP				196.00				
							196.00				
532	Tiffany Lawn & Garden	0000	22400546	EFT	06/24/2024	499894/1		84538	89985		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP				2,490.00				
							2,490.00				
532	Tiffany Lawn & Garden	0000	22400546	EFT	06/23/2024	499910/1		84539	89986		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP				2,490.00				
							2,490.00				
532	Tiffany Lawn & Garden	0000	22400546	EFT	06/25/2024	501031/1		84540	89987		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP				2,840.00				
							2,840.00				
532	Tiffany Lawn & Garden	0000	22400546	EFT	06/24/2024	499918/1		84541	89988		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP				2,192.00				
							2,192.00				
						CHECK TOTAL	12,720.00				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
3192	Trinity Free Clinic,	0000	22400490	EFT	05/23/2024	42324		83976	89340	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 21105058 43100		MNCPLHDFNBROSERVICE			20,000.00				
							20,000.00			
						CHECK TOTAL	20,000.00			
58	Uline Inc	0000		EFT	06/08/2024	177932508		84344	89780	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106193 42200		GFICPKSMNTOPERSUP			1,551.46				
							1,551.46			
58	Uline Inc	0000		EFT	06/08/2024	177934623		84346	89782	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20106191 42200		MVHICSRTS OPERSUP			205.49				
							205.49			
58	Uline Inc	0000		EFT	05/31/2024	177591279		84358	89798	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			510.46				
							510.46			
58	Uline Inc	0000		EFT	06/05/2024	177760585		84371	89810	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 60609014 42200		SewPWWaterOPERSUP			1,794.66				
							1,794.66			
						CHECK TOTAL	4,062.07			
1871	UrbanEco Properties L	0001		EFT	06/01/2024	6/24 Rent		84208	89603	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 47140000 43700		FishersI69 RENTALS			14,634.86				
							14,634.86			
						CHECK TOTAL	14,634.86			
2071	Utility Pipe Sales of	0000		EFT	06/08/2024	3194362-00		84029	89396	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 62609014 42200		SWPWWater OPERSUP			1,718.00				
							1,718.00			
						CHECK TOTAL	1,718.00			

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
614	Van Ausdall & Farrar	0000		EFT	05/26/2024	611369		84391	89832		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27055058 43100		GRTSHD	PROSERVICE		40.77					
	2 21106050 43100		MHFIT	PROSERVICE		41.26					
							82.03				
614	Van Ausdall & Farrar	0000		EFT	05/24/2024	610741		84511	89957		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27055058 43100		GRTSHD	PROSERVICE		29.68					
							29.68				
						CHECK TOTAL	111.71				
2789	Verizon Communication	0000		EFT	05/15/2024	9962431038		84179	89574		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 21206050 43100		HDFIT	PROSERVICE		420.84					
	2 21106050 43100		MHFIT	PROSERVICE		420.85					
	3 27055058 43100		GRTSHD	PROSERVICE		38.43					
	4 27055058 43100		GRTSHD	PROSERVICE		194.11					
							1,074.23				
						CHECK TOTAL	1,074.23				
4270	Videolndiana Inc	0000		EFT	06/04/2024	2893526-1		84462	89907		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 27807010 43300		CPP	PRINTADVER		1,500.00					
							1,500.00				
						CHECK TOTAL	1,500.00				
2813	Visionary Cove LLC	0000		EFT	06/01/2024	6/24 Rent		84207	89602		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 47140000 43700		FishersI69	RENTALS		60,372.00					
							60,372.00				
						CHECK TOTAL	60,372.00				
2380	Whites Ace Hardware F	0000		EFT	06/19/2024	37539272		84404	89847		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			9.24					
							9.24				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2380	Whites Ace Hardware F	0000		EFT	06/15/2024	37537679		84434	89878	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		2.30				
							2.30			
						CHECK TOTAL	11.54			
2737	Wild Ridge Lawn & Lan	0000	22400380	EFT	05/17/2024	32455		84116	89486	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10109013 43100		GenPWParks	PROSERVICE		11,887.00				
							11,887.00			
2737	Wild Ridge Lawn & Lan	0000	22400362	EFT	05/23/2024	32456		84117	89487	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		3,969.00				
							3,969.00			
2737	Wild Ridge Lawn & Lan	0000	22400046	EFT	05/30/2024	32496		84120	89490	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		5,770.37				
							5,770.37			
2737	Wild Ridge Lawn & Lan	0000	22400046	EFT	05/30/2024	32495		84121	89491	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 20109011 43100		MVHPWStr	PROSERVICE		31,872.60				
							31,872.60			
						CHECK TOTAL	53,498.97			
4663	Williams, Stacy D	0000		INV	06/01/2024	P8-136thWiden PB-CYN		84299	89711	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 27084010 44200		RIFEng	INFRSTR		15,530.00				
	2 27044010 44200		ROWGRNTENG	INFRSTR		62,120.00				
							77,650.00			
						CHECK TOTAL	77,650.00			
1309	WW Grainger Inc	0000		EFT	06/07/2024	9112463600		83968	89330	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10106192 42200		GFICBLDGMN	OPERSUP		59.28				
							59.28			
1309	WW Grainger Inc	0000		EFT	05/29/2024	9101976786		83973	89336	
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10105013 42200		GenLogist	OPERSUP		310.90				

Report generated: 05/23/2024 12:18:50
 User: Carrie Clark (clarkc)
 Program ID: apwarrnt

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	06/08/2024	9113759238	310.90	84009	89373		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			555.96					
1309	WW Grainger Inc	0000		EFT	06/08/2024	9113759204	555.96	84011	89377		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			251.52					
1309	WW Grainger Inc	0000		EFT	06/08/2024	9113759220	251.52	84012	89378		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP			326.44					
1309	WW Grainger Inc	0000		EFT	06/08/2024	9113759212	326.44	84013	89379		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			257.22					
1309	WW Grainger Inc	0000		EFT	06/08/2024	9113759246	257.22	84014	89380		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOBERSUP			600.18					
1309	WW Grainger Inc	0000		EFT	06/09/2024	9115481245	600.18	84057	89425		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			147.65					
1309	WW Grainger Inc	0000		EFT	06/09/2024	9115481252	147.65	84060	89427		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			121.58					
1309	WW Grainger Inc	0000		EFT	06/13/2024	9118225920	121.58	84271	89674		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			52.24					
1309	WW Grainger Inc	0000		EFT	06/13/2024	9118225912	52.24	84272	89675		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			201.59					
							201.59				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	06/12/2024	9116872079		84274	89677		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			702.54					
							702.54				
1309	WW Grainger Inc	0000		EFT	06/12/2024	9116872061		84279	89683		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 60609014 42200		SewPWWaterOPERSUP			92.60					
							92.60				
1309	WW Grainger Inc	0000	22400510	EFT	06/01/2024	9106491526		84291	89703		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			2,376.25					
							2,376.25				
1309	WW Grainger Inc	0000	22400509	EFT	06/06/2024	9110209989		84294	89706		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			613.20					
							613.20				
1309	WW Grainger Inc	0000	22400509	EFT	06/06/2024	9110209971		84296	89708		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			935.13					
							935.13				
1309	WW Grainger Inc	0000	22400509	EFT	06/02/2024	9107652555		84297	89709		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			398.58					
							398.58				
1309	WW Grainger Inc	0000	22400509	EFT	06/09/2024	9114579387		84300	89710		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			889.14					
							889.14				
1309	WW Grainger Inc	0000		EFT	06/15/2024	9120357471		84331	89766		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			306.80					
							306.80				
1309	WW Grainger Inc	0000		EFT	06/15/2024	9121492632		84332	89767		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			1,464.04					
							1,464.04				

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

WARRANT: 52824 05/23/2024
 DUE DATE: 05/23/2024

CASH ACCOUNT: 99900000 10100		APCash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
1309	WW Grainger Inc	0000		EFT	06/15/2024	9121492624		84333	89768		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			236.40					
							236.40				
1309	WW Grainger Inc	0000		EFT	06/15/2024	9121492616		84334	89769		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106193 42200		GFICPKSMNTOPERSUP			217.98					
							217.98				
1309	WW Grainger Inc	0000		EFT	06/14/2024	9119805837		84340	89776		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			57.64					
							57.64				
1309	WW Grainger Inc	0000		EFT	06/15/2024	9121492590		84341	89777		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			96.06					
							96.06				
1309	WW Grainger Inc	0000		EFT	06/15/2024	9121492608		84342	89778		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			36.36					
							36.36				
1309	WW Grainger Inc	0000		EFT	06/16/2024	9122729651		84437	89881		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 10106192 42200		GFICBLDGMNOPERSUP			258.36					
							258.36				
1309	WW Grainger Inc	0000		EFT	06/16/2024	9122729669		84438	89882		
	ACCOUNT DETAIL					LINE AMOUNT					
	1 20106191 42200		MVHICSRTS OPERSUP			294.40					
							294.40				
						CHECK TOTAL	11,860.04				
479	INVOICES										
						WARRANT TOTAL	1,578,338.38				
						CASH ACCOUNT BALANCE					
							1,578,338.38				
							46,108,322.66				

RESOLUTION NO. R070918
A RESOLUTION TO ADOPT THE STORMWATER MANAGEMENT ORDINANCE
AND AMENDMENTS THERETO AND INCOPRORATE INTO THE STORMWATER
MANAGEMENT RESOLUTION

WHEREAS, the Town Council of the Town of Fishers, which transitioned into the City of Fishers on January 1, 2015, pursuant to Indiana law (“Fishers”), adopted a Stormwater Management Ordinance for the purpose of providing authority and title for stormwater management granted to Fishers pursuant to Indiana law and required based on (i) Phase II of the National Pollution Discharge Elimination System program (FR Doc. 99–29181) authorized by the 1972 amendments to the Clean Water Act, (ii) the Indiana Department of Environmental Management’s Rule 13 (327 IAC 15-13), and (iii) the Indiana Department of Environmental Management’s Rule 5 (327 IAC 15-5) for all stormwater management related projects or properties located within the jurisdiction of Fishers in August 2005 as Ordinance 081505, as amended by Ordinance 081808B, August, 2008 (collectively, the “Ordinance”); and

WHEREAS, pursuant to Indiana Code section 36-9-6-1 *et. seq.* and -----, the Board of Public Works & Safety of the City of Fishers (“Board”) has exclusive control over streets, alleys, sewers, public grounds, and other property of the city, and shall keep them in repair and good condition, has custody of and may maintain all real and personal property of Fishers, and serves as the Utility Board for Fishers; and

WHEREAS, the Board now desires to adopt the Ordinance and amendments thereto, as further defined by “Exhibit A”, attached hereto and incorporated herein, and incorporate it into the Stormwater Management Resolution;

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

Section 1. Incorporation. The Board of Public Works and Safety of the City of Fishers hereby incorporates the Ordinance into the Stormwater Management Resolution attached hereto and incorporated herein as “Exhibit A.”

Section 2. Amendments. The Board of Public Works and Safety of the City of Fishers hereby adopts the proposed amendments attached hereto and incorporated herein as “Exhibit A” to the Stormwater Management Resolution of the City of Fishers.

Section 3. This Resolution shall be effective from and upon its adoption and the amendment shall be added to the Stormwater Management Resolution of the City of Fishers.

ALL OF WHICH IS SO RESOLVED BY THE Board of Public Works & Safety of the City of Fishers, Hamilton County, Indiana this 9th day of July, 2018.

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

AYE

NAY

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

ATTEST:


Jennifer Kehl, City Clerk

DATE:

July 9, 2018

Approved by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana, 1 Municipal Drive Fishers, Indiana 46038.

Approved by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana, 1 Municipal Drive
Fishers, Indiana 46038.

Exhibit A

STORMWATER MANAGEMENT RESOLUTION OF CITY OF FISHERS, INDIANA



Developed by **Christopher B. Burke Engineering, LLC**
Amended 2018



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ARTICLE ONE

GENERAL INFORMATION

1.01 AUTHORITY AND TITLE

This Resolution is adopted in accordance with statutory authority granted to the City of Fishers (the “City”) under “Home Rule”, and further is required by Phase II of the National Pollution Discharge Elimination System program (FR Doc. 99–29181) authorized by the 1972 amendments to the Clean Water Act, the Indiana Department of Environmental Management’s Rule 13 (327 IAC 15-13), and the Indiana Department of Environmental Management’s Rule 5 (327 IAC 15-5). Based on this authority and these requirements, this Resolution regulates:

- A. Discharges of prohibited non-stormwater flows into the stormwater drainage system.
- B. Stormwater drainage improvements related to development of lands located within City of Fishers, Indiana.
- C. Drainage control systems installed during new construction and grading of lots and other parcels of land.
- D. Erosion and sediment control systems installed during new construction and grading of lots and other parcels of land.
- E. The design, construction, and maintenance of stormwater drainage facilities and systems.
- F. The design, construction, and maintenance of stormwater quality facilities and systems.
- G. Land-disturbing activities affecting wetlands.

This Resolution shall be known and may be cited as the City of Fishers Stormwater Management Resolution.

1.02 APPLICABILITY AND EXEMPTIONS

This Resolution shall be applicable to all development and redevelopment occurring within City of Fishers, Indiana per the noted acreage limits within each Article below. No permit shall be issued and no land disturbance started for any construction in a development, as defined in Article 8, until the plans required by this Resolution for such construction have been accepted in writing by the City. With the exception of the requirements of Article Two and Article Six – Section 6.04 of this Resolution, single-family dwelling houses in approved subdivisions, new buildings (or cumulative building additions) with less than 500 square feet of area, and land-disturbing activities affecting less than 10,000 square feet of area shall be exempt from the requirements of this Resolution. Also, exempt from this Resolution shall be the agricultural land-disturbing activities.

In addition to the requirements of this Resolution, compliance with all applicable ordinances of the City as well as with applicable Federal, State of Indiana, and other Local statutes and regulations shall also be required. Unless otherwise stated, all other specifications referred to in this Resolution shall be the most recent edition available. The City government public works projects shall be exempt from obtaining a permit. If the project site is located within a Hamilton County Regulated Drain Watershed, the applicant will need to check with the Hamilton County Surveyor’s Office to learn if additional Surveyor’s Office requirements specific to that regulated drain would apply to the site.

Any construction project which has had its final drainage plan approved by the City within a 2-year period prior to the effective date of this Resolution shall be exempt from all requirements of this Resolution that are in excess of the requirements of ordinances in effect at the time of approval. Such an exemption is not applicable to the requirements detailed in Article 2 of this Resolution.

1.03 PURPOSE

The purpose of this Resolution is to provide for the health, safety, and general welfare of the citizens of the City through the regulation of stormwater and non-stormwater discharges to the storm drainage system and to protect, conserve and promote the orderly development of land and water resources within the City. This Resolution establishes methods for managing the quantity and quality of stormwater entering into the stormwater drainage system in order to comply with State and Federal requirements. The objectives of this Resolution are:

- A. To reduce the hazard to public health and safety caused by excessive stormwater runoff.
- B. To regulate the contribution of pollutants to the stormwater drainage system from construction site runoff.
- C. To regulate the contribution of pollutants to the stormwater drainage system from runoff from new development and re-development.
- D. To prohibit illicit discharges into the stormwater drainage system.
- E. To establish legal authority to carry out all inspection, monitoring, and enforcement procedures necessary to ensure compliance with this Resolution.

As required by Rule 13 (327 IAC 15-13), the requirements of this Resolution are formulated in such a way to promote maximization of open space and minimization of land disturbance and surface imperviousness, where practical, in order to minimize the potential for introduction of pollutants to the City's drainage conveyance system. The requirements of this Resolution are meant to guide the development within the City so that such development does not negatively impact the quality of stormwater.

1.04 ABBREVIATIONS AND DEFINITIONS

For the purpose of this Resolution, the abbreviations and definitions provided in Article 8 shall apply.

1.05 RESPONSIBILITY FOR ADMINISTRATION

The City shall administer, implement, and enforce the provisions of this Resolution through the Department of Public Works. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the City of Fishers Board of Public Works and Safety to qualified persons or entities acting in the beneficial interest of or in the employ of City of Fishers government.

For unique or special cases where a property owner or customer can unequivocally document and demonstrate through appropriate engineering studies that a variance from this Resolution, the Technical Standards or the Construction Specifications, are available, appropriate, and comply with all state and federal laws and/or regulations, the Director of Public Works or the Director of Engineering, upon recommendation of his/her staff, has the authority to allow a variance from the Resolution, Technical Standards or Construction Specifications. If a property owner or customer is denied a variance by the Director of Public Works or the Director of Engineering, the property owner or customer may, within seven (7) days of the denial, notify the Board of Public Works & Safety of its request for a variance and appeal from the Director's decision. The Board of Public Works & Safety shall place the request on its agenda during a regularly scheduled meeting. At that meeting, the Board may hear the property owner or customer and the Director of Public Works, the Director of Engineering or their designee. The Board's decision shall be final.

1.06 CONFLICTING ORDINANCES

The provisions of this Resolution shall be deemed as additional requirements to minimum standards required by other City resolutions, ordinances, or standards, and as supplemental requirements to Indiana's Rule 5 regarding Stormwater Discharge Associated with Construction Activity, (327 IAC 15-5), and Indiana's Rule 13 regarding Stormwater Runoff Associated with Municipal Separate Storm Sewer System Conveyances (327 IAC 15-13). In case of conflicting requirements, the most restrictive shall apply.

1.07 INTERPRETATION

Words and phrases in this Resolution shall be construed according to their common and accepted meanings, except that words and phrases defined in Article 8 shall be construed according to the respective definitions given in that section. Technical words and technical phrases that are not defined in this Resolution but which have acquired particular meanings in law or in technical usage shall be construed according to such meanings.

1.08 SEVERABILITY

The provisions of this Resolution are hereby declared severable, and if any court of competent jurisdiction should declare any part or provision of this Resolution invalid or unenforceable, such invalidity or unenforceability shall not affect any other part or provision of the Resolution.

1.09 EFFECTIVE DATE

This Resolution shall become effective after its final passage, approval, and publication as required by law.

1.10 DISCLAIMER OF LIABILITY

The degree of protection required by this Resolution is considered reasonable for regulatory purposes and is based on historical records, engineering, and scientific methods of study. Larger storms may occur or stormwater runoff amounts and/or stormwater quality may be altered by man-made or natural causes. This Resolution does not imply that land uses permitted will be free from stormwater damage. This Resolution shall not create liability on the part of the City of Fishers, the Fishers City Council, Mayor, Director of Public Works, or any officer, representative, or employee thereof, for any damage which may result from reliance on this Resolution or on any administrative decision lawfully made there under.



ARTICLE TWO

PROHIBITED DISCHARGES AND CONNECTIONS

2.01 APPLICABILITY AND EXEMPTIONS

This Article shall apply to all discharges, including illegal dumping, entering the stormwater drainage system regulated by the City, regardless of whether the discharge originates from developed or undeveloped lands, and regardless of whether the discharge is generated from an active construction site or a stabilized site. These discharges include flows from direct connections to the stormwater drainage system, illegal dumping, and contaminated runoff.

Stormwater runoff from agricultural, timber harvesting, and coal mining activities is exempted from the requirements of this Article unless determined to contain pollutants not associated with such activities or in excess of standard practices. Farm residences are **not** included in this exemption.

Any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that IDEM issues written acceptance for the subject discharge to the stormwater drainage system, is also exempted from this Article.

2.02 PROHIBITED DISCHARGES AND CONNECTIONS

No person shall discharge to a MS4 conveyance, watercourse, or waterbody, directly or indirectly, any substance other than stormwater or an exempted discharge. Any person discharging stormwater shall effectively minimize pollutants from also being discharged with the stormwater, through the use of best management practices ("BMP"s).

The City is authorized to require dischargers to implement pollution prevention measures, utilizing BMPs, necessary to prevent or reduce the discharge of pollutants into City stormwater drainage system.

2.03 EXEMPTED DISCHARGES AND CONNECTIONS

Notwithstanding other requirements in this Resolution, the following categories of non-stormwater discharges or flows are exempted from the requirements of this Article:

- A. Water line flushing;
- B. Landscape irrigation;
- C. Diverted streamflows;
- D. Rising ground waters;
- E. Uncontaminated groundwater infiltration;
- F. Uncontaminated pumped ground water;
- G. Discharges from potable water sources;
- H. Foundation drains;
- I. Air conditioning condensation;
- J. Irrigation water;
- K. Springs;
- L. Water from crawl space pumps;
- M. Footing drains;
- N. Lawn watering;
- O. Individual residential car washing;

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- P. Flows from riparian habitats and wetlands;
- Q. Dechlorinated swimming pool discharges;
- R. Street wash water;
- S. Discharges from firefighting activities;
- T. Naturally introduced detritus (e.g. leaves and twigs).

2.04 STORAGE OF HAZARDOUS OR TOXIC MATERIAL

Storage or stockpiling of hazardous or toxic material within any watercourse, or in its associated floodway or floodplain, is strictly prohibited. Storage or stockpiling of hazardous or toxic material, including sewage treatment plant stockpiles, on active construction sites must include adequate protection and/or containment so as to prevent any such materials from entering any temporary or permanent stormwater conveyance or watercourse.

2.05 PRIVATE PROPERTY MAINTENANCE DUTIES

The City shall have no responsibility for the installation, maintenance and repair of private stormwater facilities or private drainage systems and underdrains associated with rear or side yard swales. Private drains and drainage systems are the responsibility of the property owner on which the private drain or drainage system is located. All costs and expenses incident to the installation and maintenance of the private drain or drainage system shall be borne by the property owner. No unauthorized person shall uncover, make any connection with or open into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining permission from the City by permit.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse located within their property boundaries, free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

2.06 SPILL REPORTING

Any discharger who accidentally discharges into a waterbody any substance other than stormwater or an exempted discharge shall immediately inform the Hamilton County Health Department, Hamilton County Emergency Management Agency, or HAZMAT concerning the discharge. A written report concerning the discharge shall be filed with the City and IDEM, by the dischargers, within five (5) days. The written report shall specify:

- A. The composition of the discharge and the cause thereof;
- B. The date, time, and estimated volume of the discharge;
- C. All measures taken to clean up the accidental discharge, and all measures proposed to be taken to prevent any recurrence;
- D. The name and telephone number of the person making the report, and the name and telephone number of a person who may be contacted for additional information on the matter.

A properly reported accidental discharge shall be an affirmative defense to a civil infraction proceeding brought under this Resolution against a discharger for such discharge. It shall not, however, be a defense to a legal action brought to obtain an injunction, to obtain recovery of costs or to obtain other relief because of or arising out of the discharge. A discharge shall be considered properly reported only if the discharger complies with all the requirements of this section. This requirement does not relieve discharger from notifying other entities as required by other Local, State, and Federal regulations.

2.07 INSPECTIONS AND MONITORING

A. Storm Drainage System

The Director of Public Works has the authority to periodically inspect the portion of the storm drainage system under the City's control, in an effort to detect and eliminate illicit connections and discharges into the system. This inspection will include a screening of discharges from outfalls connected to the system in order to determine if prohibited flows are being conveyed into the storm drainage system. It could also include spot testing of waters contained in the storm drainage system itself to detect the introduction of pollutants into the system by means other than a defined outfall, such as dumping or contaminated sheet runoff.

B. Potential Polluters

If, as a result of the storm drainage system inspection, a discharger is suspected of an illicit discharge, the Director of Public Works may inspect and/or obtain stormwater samples from stormwater runoff facilities of the subject discharger, to determine compliance with the requirements of this Resolution. Upon request, the discharger shall allow the Department of Public Works' identified representative to enter upon the premises of the discharger at all hours necessary for the purposes of such inspection or sampling. The Department of Public Works' identified representative may place on the discharger's property the equipment or devices used for such sampling or inspection. Identified illicit connections or discharges shall be subject to enforcement action as set forth in Section 153.99 of the Fishers' Code of Ordinances.

C. New Development and Re-Development

Following the final completion of construction and the receipt of as-built record drawings by the Director of Engineering, the Director of Engineering and Department of Public Works have the authority to inspect new development and re-development sites to verify that all on-site stormwater conveyances and connections to the storm drainage system are in compliance with this Article.



ARTICLE THREE

STORMWATER QUANTITY MANAGEMENT

3.01 APPLICABILITY AND EXEMPTIONS

The storage and controlled release rate of excess stormwater runoff shall be required for all new business, commercial, institutional, and industrial developments, residential subdivisions, planned development, rural estate subdivisions, and any redevelopment or other new construction located within the City. The Director of Public Works or the Director of Engineering, after thorough investigation and evaluation, may waive the requirement of controlled runoff for minor subdivisions and parcelization.

3.02 POLICY ON STORMWATER QUANTITY MANAGEMENT

It is recognized that most streams and drainage channels serving the City do not have sufficient capacity to receive and convey stormwater runoff resulting from continued urbanization. Accordingly, the storage and controlled release of excess stormwater runoff shall be required for all developments and redevelopments (as defined in Article 8) that disturb one (1) acre or more of land within the City. The maximum allowable release rates are in accordance with the City of Fishers Construction Specifications. However, it is recommended to detain water on all sites that disturb one-half (0.5) acre or more of land to provide enhanced assurances that downstream flooding and creek erosion through channel protection methods can be properly controlled.

3.03 CALCULATIONS AND DESIGN STANDARDS AND SPECIFICATIONS

The calculation methods as well as the type, sizing, and placement of all stormwater facilities shall meet the design criteria, standards, and specifications outlined in the Construction Specifications. The methods and procedures in the Construction Specifications are consistent with the policy stated above.

3.04 DRAINAGE EASEMENT REQUIREMENTS

There shall be no trees or shrubs planted, nor any structures or fences erected, nor any modifications to the swale grade in any drainage easement, unless otherwise accepted by the Director of Public Works by a drainage easement permit. Drainage easements are intended for the periodic or occasional use as conductors for the flow of surface water runoff and shall be maintained in an unobstructed condition by the owners of the properties they cross. The Department of Public Works shall have the right to determine if any obstruction exists, and to require such repair and maintenance by the property owner, as shall be necessary to keep the drainage easement unobstructed. In addition, if City owned dedicated storm sewers exist within the easement that become damaged and/or obstructed by tree roots or other vegetation planted within or outside of the easement, the Department of Public Works shall have the right to require removal of trees or vegetation within or outside of the easement to prevent future damage and/or obstruction from occurring within City storm sewers.

Private property swales and ditches shall be maintained by the property owners. Private driveway drainage culverts shall be maintained by the property owners when they become clogged or cause drainage issues due to lack of maintenance, damage, settlement, erosion, etc. Public right-of-way ditches shall be maintained by the City at the discretion of the Director of Public Works. Roadway ditches exist for both drainage conveyance and detention/water quality storage.

3.05 PLACEMENT OF UTILITIES

No utility company may disturb existing storm management facilities without the consent of the Director of Public Works. All existing drainage facilities shall have senior rights and damage to said facilities shall result in penalties as set forth in Section 153.99 of the Fishers Code of Ordinances.

3.06 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING

After the approval of the development permit by the Director of Engineering and the commencement of construction activities, the Director of Engineering and the Director of Public Works have the authority to conduct inspections of the work being done to ensure full compliance with the provisions of this Article, the Construction Specifications, and the terms and conditions of the approved permit.

The Department of Public Works also has the authority to perform long-term, post-construction inspection of all public or privately owned stormwater quantity facilities. The inspection will cover physical conditions, available storage capacity, and the operational condition of key facility elements. Stormwater quantity facilities shall be maintained in good condition, in accordance with the terms and conditions of the approved stormwater management permit, and shall not be subsequently altered, revised or replaced except in accordance with the approved stormwater permit, or in accordance with approved amendments or revisions to the permit. If deficiencies are found during the inspection, the owner of the facility will be notified by the Department of Public Works and will be required to take all necessary measures to correct such deficiencies. If the owner fails to correct the deficiencies within the allowed time period, as specified in the notification letter, the Department of Public Works can undertake the work and collect from the owner using lien rights if necessary or subject the owner to the penalties set forth in Section 153.99 of the Fishers Code of Ordinances.



ARTICLE FOUR

STORMWATER POLLUTION PREVENTION FOR CONSTRUCTION SITES

4.01 APPLICABILITY AND EXEMPTIONS

The City requires that a Stormwater Pollution Prevention Plan (SWPPP), which includes erosion and sediment control measures and materials handling procedures, to be submitted as part of the construction plans and specifications. Any project located within the City that includes clearing, grading, excavation, and other land-disturbing activities, resulting in the disturbance of or impact on one (1) acre or more of total land area, is subject to the full requirements of this Article. This includes both new development and re-development. This Article also applies to proposed hotspot developments disturbing less than one (1) acre and to disturbances of less than one (1) acre of land that are part of a larger common plan of development or sale if the larger common plan will ultimately disturb one (1) or more acres of land, within the MS4 area. Section 4.03 of this Article provides guidelines for calculating land disturbance. It is also recommended to comply with the full measures of this article down to a threshold of one-half (0.5) acre to provide enhanced assurances to limit off site sedimentation. For sites between 10,000 square feet and less than one (1) acre of disturbance, only a sediment and erosion control plan is required with the appropriate erosion and sediment control measures. A full SWPPP is not required for this threshold.

The requirements under this Article do not apply to the following activities:

- a. agricultural land-disturbing activities; or
- b. timber harvesting activities.

The requirements under this Article do not apply to the following activities, provided other applicable State permits contain provisions requiring immediate implementation of soil erosion control measures:

- a. Landfills that have been issued a certification of closure under 329 IAC 10.
- b. Coal mining activities permitted under IC 14-34.
- c. Municipal solid waste landfills that are accepting waste pursuant to a permit issued by the Indiana Department of Environmental Management under 329 IAC 10 that contains equivalent stormwater requirements, including the expansion of landfill boundaries and construction of new cells either within or outside the original solid waste permit boundary.

For an individual lot where land disturbance is expected to be one (1) acre or more, the individual lot owner must complete their own notice of intent letter, apply for a stormwater permit from the City of Fishers, and ensure that a sufficient construction and stormwater pollution prevention plan is completed and submitted in accordance with Article 6 of this Resolution; regardless of whether the individual lot is part of a larger permitted project site.

An individual lot with land disturbance or impact less than one (1) acre, located within a larger permitted project site, is considered part of the larger permitted project site, and the individual lot operator must comply with the terms and conditions of the stormwater permit approved for the larger project site. The development application for the larger project site must include detailed erosion and sediment control measures for individual lots. In addition, these individual lots are required to submit Individual Lot Plot Plan Permit applications prior to receiving a building permit. Details of the permitting process are contained in Article 6.

It will be the responsibility of the project site owner to complete a development application and ensure that a sufficient construction plan is completed and submitted to the City in accordance with Article 6 of this Resolution. It will be the responsibility of the project site owner and/or permit holder to ensure compliance with this Resolution during the construction activity and implementation of the construction plan, and in following and implementing all best management practices, and to notify the City with a

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sufficient notice of termination letter upon completion of the project and stabilization of the site. However, all persons engaging in construction and land-disturbing activities on a permitted project site meeting the applicability requirements must comply with the requirements of this Article and this Resolution.

4.02 POLICY ON STORMWATER POLLUTION PREVENTION

Effective stormwater pollution prevention on construction sites is dependent on a combination of preventing movement of soil from its original position (erosion control), intercepting displaced soil prior to entering a waterbody (sediment control), and proper on-site materials handling. The developer must submit to the City, a SWPPP with detailed erosion and sediment control plans as well as a narrative describing materials type and specification, handling and storage, and construction sequencing. See the Construction Specifications for a list of requirements that should be considered in the preparation of a SWPPP within the City.

4.03 POLICY FOR CALCULATING LAND DISTURBANCE AREA

In calculating the total area of land disturbance, for the purposes of determining applicability of this Article to the project, the following guidelines should be used:

- A. Off-site construction activities that provide services (for example, road extensions, sewer, water, and other utilities) to a land-disturbing project site, must be considered as a part of the total land disturbance calculation for the project site, when the activity is under the control of the project site owner.
- B. Strip developments will be considered as one (1) project site and must comply with this Article unless the total combined disturbance on all individual lots is less than one (1) acre and is not part of a larger common plan of development or sale.
- C. To determine if multi-lot project sites are regulated by this rule, the area of land disturbance shall be calculated by adding the total area of land disturbance for improvements, such as, roads, utilities, or common areas, and the expected total disturbance on each individual lot, as determined by the following:
 - i. For a single-family residential project site where the lots are one-half (0.5) acre or more, one-half (0.5) acre of land disturbance must be used as the expected lot disturbance.
 - ii. For a single-family residential project site where the lots are less than one half (0.5) acre in size, the total lot must be calculated as being disturbed.
 - iii. To calculate lot disturbance on all other types of projects sites, such as industrial and commercial projects project sites, a minimum of one (1) acre of land disturbance must be used as the expected lot disturbance, unless the lots are less than one (1) acre in size, in which case the total lot must be calculated as being disturbed.

The calculation methods as well as the type, sizing, and placement of all stormwater pollution prevention measures for construction sites shall meet the design criteria, standards, and specifications outlined in the latest editions of the *Indiana Stormwater Quality Manual* and the Construction Specifications . The methods and procedures included in these two references are in keeping with the above stated policy and meet the requirements of IDEM's Rule 5. A Copy of the *Indiana Stormwater Quality Manual* may be obtained through IDEM.

4.04 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING

Following approval of the stormwater management permit, the Department of Public Works has the authority to conduct inspections of the site to ensure full compliance with the provisions of this Article, the latest edition of *the Indiana Stormwater Quality Manual*, and the terms and conditions of the approved permit.

A self-monitoring program must be implemented by the project site owner and/or permit holder to ensure the SWPPP is working effectively. A trained individual, acceptable to the City, shall perform a written evaluation of the project site by the end of the next business day following each measurable storm event. If there are no measurable storm events within a given week, the site should be monitored at least once in that week. Weekly inspections by the trained individual shall continue until the entire site has been stabilized and a Notice of Termination has been issued. The trained individual should look at the maintenance of existing stormwater pollution prevention measures, including erosion and sediment control measures, drainage structures, and construction materials storage/containment facilities, to ensure they are functioning properly. The trained individual should also identify additional measures, beyond those originally identified in the SWPPP, necessary to remain in compliance with all applicable statutes and regulations.

The resulting evaluation reports must include the name of the individual performing the evaluation, the date of the evaluation, problems identified at the project site, and details of maintenance, additional measures, and corrective actions recommended and completed.

The SWPPP shall serve as a guideline for stormwater quality, but should not be interpreted to be the only basis for implementation of stormwater quality measures for a project site. The project site owner and/or permit holder is responsible for implementing, in accordance with this Article, all measures necessary to adequately prevent polluted stormwater runoff. Recommendations by the trained individual for modified stormwater quality measures should be implemented.

Although self-monitoring reports do not need to be submitted to the City, the Department of Public Works has the right to request complete records of maintenance and monitoring activities involving stormwater pollution prevention measures. All evaluation reports for the project site must be made available to Director of Public Works in an organized fashion, within forty-eight (48) hours upon request.



ARTICLE FIVE

STORMWATER QUALITY MANAGEMENT FOR POST-CONSTRUCTION

5.01 APPLICABILITY AND EXEMPTIONS

In addition to the requirements of Article 4, the SWPPP, which is to be submitted to the City as part of the development application, must also include post-construction stormwater quality measures. These measures are incorporated as a permanent feature into the site plan and are left in place following completion of construction activities to continuously treat stormwater runoff from the stabilized site. Any project located within City that includes clearing, grading, excavation, and other land-disturbing activities, resulting in the disturbance of or impact on one (1) acre or more of total land area, is subject to the requirements of this Article. This includes both new development and re-development, and disturbances of less than one (1) acre of land that are part of a larger common plan of development or sale, or master planned area if the larger common plan will ultimately disturb one (1) or more acres of land, within the MS4 area. A master planned area shall be defined as any drainage, zoning, or defined district plan, or any other planned development or redevelopment area likely to have several lots with less than one acre of area being promoted for redevelopment. In addition, regardless of the amount of disturbance, the City reserves the right to require pre-treatment BMPs for proposed hot spot developments in accordance to provisions contained in the Construction Specifications. The City also encourages implementation of the requirements of this article down to a threshold of one-half (0.5) acre or more of disturbed area to provide enhanced water quality treatment for downstream receiving waters.

The requirements under this Article do not apply to the following activities:

- A. agricultural land-disturbing activities; or
- B. timber harvesting activities; or
- C. construction activities associated with a single family residential dwelling disturbing less than 5 acres, when the dwelling is not part of a larger common plan of development or sale; or
- D. single family residential developments consisting of four or less lots; or
- E. a single-family residential strip development where the developer offers for sale or lease without land improvements and the project is not part of a larger common plan of development of sale; or
- F. individual building lots within a larger permitted project.

The requirements under this Article do not apply to the following activities, provided other applicable State permits contain provisions requiring immediate implementation of soil erosion control measures:

- A. Landfills that have been issued a certification of closure under 329 IAC 10.
- B. Coal mining activities permitted under IC 14-34.
- C. Municipal solid waste landfills that are accepting waste pursuant to a permit issued by the Indiana Department of Environmental Management under 329 IAC 10 that contains equivalent stormwater requirements, including the expansion of landfill boundaries and construction of new cells either within or outside the original solid waste permit boundary.

It will be the responsibility of the project site owner to complete a development application and ensure that a sufficient construction plan is completed and submitted to the City in accordance with Article 6 of this Resolution. It will be the responsibility of the project site owner and/or permit holder to ensure proper construction and installation of all stormwater BMPs in compliance with this Resolution and with the approved stormwater management permit, and to notify the City with a sufficient notice of termination letter upon completion of the project and stabilization of the site. However, all eventual property owners of stormwater quality management facilities meeting the applicability requirements must comply with the requirements of this Article and this Resolution.

5.02 POLICY ON STORMWATER QUALITY MANAGEMENT

It is recognized that developed areas, as compared to undeveloped areas, generally have increased imperviousness, decreased infiltration rates, increased runoff rates, and increased concentrations of pollutants such as fertilizers, herbicides, greases, oil, salts and other pollutants. As new development and re-development continues in the City, measures must be taken to intercept and filter pollutants from stormwater runoff prior to reaching regional creeks, streams, and rivers. It is presumed that through the use of Best Management Practices (BMP), stormwater runoff will be filtered and harmful amounts of sediment, nutrients, and contaminants will be removed. City has established a minimum standard that the measurement of the effectiveness of the control of Stormwater quality will be based on the management of Total Suspended Solids (TSS).

It is also recognized that another major source of pollution in many Indiana streams, including those within the corporate boundaries of the City, is the streambank erosion associated with urbanizing watersheds. Stream channels develop their shape in response to the volume and rate of runoff that they receive from their contributing watersheds. Research has shown that in hydrologically stable watersheds, the stream flow responsible for most of the shaping of the channel (called the bankfull flow) occurs between every one to two years. When land is developed, the volume and rate of runoff from that land increases for these comparatively small flooding events that are not normally addressed by the detention practices and the stream channel will adapt by changing its shape. As the stream channel works to reach a new stable shape, excess erosion occurs. As new development and re-development continues within the corporate boundaries of the City, measures should be taken to minimize the impact of such development or re-development on streambank erosion. Through the use of appropriate Best Management Practices (BMP's), the volume and rate of runoff for channel forming flows can be reduced in an attempt to minimize increased streambank erosion in the receiving streams and channels.

The project site owner must submit to the City, a SWPPP that would show placement of appropriate BMP(s) from a pre-approved list of BMPs specified in the Construction Specifications. The noted BMPs must be designed, constructed, and maintained according to guidelines provided or referenced in the Construction Specifications. Practices other than those specified in the pre-approved list may be utilized. However, the burden of proof, as to whether the performance (minimum 80% TSS removal) and ease of maintenance of such practices will be according to guidelines provided in the Construction Specifications, would be placed with the applicant. Details regarding the procedures and criteria for consideration of acceptance of such BMPs are provided in the Construction Specifications.

Gasoline outlets and refueling areas must install appropriate practices to reduce lead, copper, zinc, and hydrocarbons in stormwater runoff in addition to the hot spot requirements indicated in the Construction Specifications. These requirements will apply to all new facilities and existing facilities that replace their tanks.

5.03 CALCULATIONS AND DESIGN STANDARDS AND SPECIFICATIONS

Calculation of land disturbance should follow the guidelines discussed in Article 4, Section 4.03.

The calculation methods as well as the type, sizing, and placement of all stormwater quality management measures, or BMPs shall meet the design criteria, standards, and specifications outlined in the *latest editions of the Indiana Stormwater Quality Manual* and the Construction Specifications. The methods and procedures included in these two references are in keeping with the above stated policy and meet the requirements of IDEM's Rule 13.

5.04 EASEMENT REQUIREMENTS

All stormwater quality management systems, including detention or retention basins, filter strips, pocket wetlands, in-line filters, infiltration systems, conveyance systems, structures and appurtenances located outside of the right-of-way shall be designated as common areas or incorporated into permanent drainage easements. For the purposes of monitoring, inspection, and general maintenance activities, adequate easement widths, as detailed in the Construction Specifications, beyond the actual footprint of the stormwater quality management facility as well as a 20-foot wide access easement from a public right-of-way to each BMP shall be provided.

5.05 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING

After the approval of the stormwater management permit, the Department of Public Works has the authority to conduct inspections of the work being done to ensure full compliance with the provisions of this Article, the Construction Specifications, and the terms and conditions of the approved permit.

Stormwater quality management facilities shall be maintained in good condition, in accordance with the Operation and Maintenance procedures and schedules listed in the latest editions of the *Indiana Stormwater Quality Manual* and the Construction Specifications, and the terms and conditions of the approved stormwater permit, and shall not be subsequently altered, revised, or replaced except in accordance with the approved stormwater permit, or in accordance with approved amendments or revisions in the permit. Following construction completion, maintenance of stormwater quality facilities shall be the long-term responsibility of the facility's owner.

The Department of Public Works has the authority to perform long-term, post-construction inspection of all public or privately owned stormwater quality facilities. The inspections will follow the Operation and Maintenance procedures included in the Construction Specifications and/or permit application for each specific BMP. The inspection will cover physical conditions, available water quality storage capacity and the operational condition of key facility elements. Noted deficiencies and recommended corrective action will be included in an inspection report. If deficiencies are found during the inspection, the owner of the facility will be notified by the Department of Public Works and will be required to take all necessary measures to correct such deficiencies. If the owner fails to correct the deficiencies within the allowed time period, as specified in the notification letter or inspection report, the City will start enforcement procedures under Section 153.99 of the Fishers Code of Ordinances or undertake the work and collect from the owner using lien rights if necessary.



ARTICLE SIX

PERMIT REQUIREMENTS AND PROCEDURES

6.01 CONCEPTUAL DRAINAGE PLAN REVIEW

In order to establish that an adequate drainage outlet(s) exists for a proposed development, a developer may apply for a conceptual drainage plan review by the City Engineering and Public Works Offices. Note that any preliminary drainage approval by the Director of Engineering or Director of Public Works as a result of such a review is based on preliminary data and shall not be construed as a final drainage approval or considered binding on either party. The following is a general listing of minimum data requirements for the review of conceptual drainage plans:

- A. Two (2) complete sets of conceptual plans showing general project layout, including existing and proposed drainage systems and proposed outlets (plan sheets must be larger than 11" by 17", but not to exceed 24" by 36").
- B. General description of the existing and proposed drainage systems in narrative form.
- C. Watershed Boundaries on City's 1-foot or 2-foot topographic mapping.
- D. Existing watercourse or regulated drains.
- E. Letter of Intent for obtaining any needed consents, off-site easements, right-of-way, or regulatory permits.

6.02 PERMIT PROCEDURES

This section applies to all development, or re-development of land, that results in land disturbance of one (1) acre or more. Individual lots with land disturbance less than one (1) acre that are developed within a larger permitted project site should refer to Section 6.04 for plan review requirements and procedures.

Figure 6-1 is a flowchart summarizing the plan review/permit approval process and can be found at the end of this Article. Permit requirements should follow the latest development application process established by the City Community Development and Planning Departments. Stormwater management will be reviewed and approved as a part of the overall development permit process. Submittal requirements include but are not limited to a Draft Notice of Intent letter (NOI), construction plan sheets, stormwater drainage technical report, a stormwater pollution prevention plan (SWPPP), and any other necessary support information. Specific information to be included can be found in Section 6.03 below and within the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications.

After the City's receipt of the application, the applicant will be notified as to whether their application was complete or insufficient. The applicant will be asked for additional information if the application is insufficient. The information provided will be reviewed by the Director of Engineering.

Once a SWPPP has been deemed adequate, the project site owner must file a Notice of Intent to IDEM a minimum of 48 hours prior to the commencement of construction activities. However, the City requires a copy of the official NOI submitted to IDEM prior to issuance of any preliminary grading, improvement location, or subdivision improvement permit. The IDEM submittal must include a proof of publication, verification that the jurisdictional entity approved the plan, and a \$100 fee. For the City, digital copies of the final approved construction plans, stormwater drainage technical report, stormwater pollution prevention plan for construction sites, and post-construction stormwater pollution prevention plan shall also accompany the above-noted written notification and proof of publication. A pre-construction meeting is required to be held with the participation of the City and other entities

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involved prior to any grading activity to ensure that appropriate perimeter control measures have been implemented on the site and the location of any existing tiles has been properly marked.

Once construction starts, the project owner shall monitor construction activities and inspect all stormwater pollution prevention measures in compliance with this Resolution and the terms and conditions of the approved permit. Upon completion of construction activities, as-built plans must be submitted to the City. A Notice of Termination (NOT) shall be sent to the City of Fishers once the construction site has been stabilized and all temporary erosion and sediment control measures have been removed. The Director of Public Works or a representative shall inspect the construction site to verify the requirements for an NOT have been met. The City reserves the right to hold the permit holder responsible for all infrastructure, erosion control, or BMP related aspects of the project until all of these aspects are fully satisfactory to the City, independent of the NOT release. Once the applicant receives a “verified” copy of the NOT, they must forward a copy to IDEM. Permits issued under this scenario will expire 5 years from the date of issuance. If construction is not completed within 5 years, the NOI must be resubmitted at least 90 days prior to expiration.

6.03 INFORMATION REQUIREMENTS

Specific projects or activities may be exempt from all or part of the informational requirements listed below. Exemptions are detailed in the “Applicability and Exemptions” Sections of Articles 2 through 5. If a project or activity is exempt from any or all requirements of this Resolution, an application should be filed listing the exemption criteria met, in lieu of the information requirements listed below. This level of detailed information is not required from individual lots that disturb or impact less than 1 acre of land that are developed within a larger permitted project site. Review and acceptance of such lots is covered under Section 6.04 of this Article.

The different elements of a permit submittal for a Stormwater Plan approval include a Draft Notice of Intent (NOI), construction plans, a stormwater drainage technical report, a stormwater pollution prevention plan for active construction sites, a post-construction stormwater pollution prevention plan, and any other necessary supporting information. In addition, an updated NOI along with proof of publication of a public notice will need to be submitted directly to IDEM, with a copy provided to the City. All plans, reports, calculations, and narratives shall be signed and sealed by a professional engineer or a licensed Engineer, registered in the State of Indiana.

A. Draft Notice of Intent

The NOI is a standard form developed by the Indiana Department of Environmental Management which requires general project information. As part of the City development permit application package, the NOI form should be completed in full based on data and information available at the time of application.

An updated version of this form, accompanied by proof of publication in a newspaper of general circulation in the affected area that notified the public that a construction activity is to commence, will need to be resubmitted later after the stormwater management permit is granted and at least 48 hours prior to commencement of construction. The publication must include the following language:

“(Company name, address) is submitting an NOI letter to notify the City of Fishers and the Indiana Department of Environmental Management of our intent to comply with the requirements of the City of Fishers Stormwater Management Resolution, as well as the requirements of 327 IAC 15-5 and 327 IAC 15-13, to discharge stormwater from construction activities for the following project: (name of the construction project, address of the location of the construction project, and Parcel Identification Number). Runoff

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from the project site will discharge to (stream(s) receiving the discharge(s)).”

B. Construction Plans

Construction plans with a scale of 1 inch = 20 feet, 30 feet, 40 feet, 50 feet, or 60 feet and an accompanying narrative report shall describe and depict the existing and proposed conditions. This must be submitted in digital format acceptable to the City. Note that in order to gain an understanding of and to evaluate the relationship between the proposed improvements for a specific project section/phase and the proposed improvements for an overall multi-section (phased) project, the detailed information requested herein for the first section/phase being permitted must be accompanied by an overall project plan that includes the location, dimensions, and supporting analyses of all detention/retention facilities, primary conveyance facilities, and outlet conditions. Construction plans need to include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications. One final 24”X36” set of construction plans must be submitted in hard copy format once the permit has been approved.

C. Stormwater Drainage Technical Report

A stormwater drainage technical report must contain a discussion of the steps taken in the design of the stormwater drainage system. Note that in order to gain an understanding of and to evaluate the relationship between the proposed improvements for a specific project section/phase and the proposed improvements for an overall multi-section (phased) project, the detailed information requested herein for the first section/phase being permitted must be accompanied by an overall project plan that includes the location, dimensions, and supporting analyses of all detention/retention facilities, primary conveyance facilities, and outlet conditions. The technical report needs to include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications.

D. Stormwater Pollution Prevention Plan for Construction Sites

For sites with total land disturbances of one acre (1) or more, a SWPPP associated with construction activities must be designed to, at least, meet the requirements of this Resolution and must include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications. For land disturbances between 10,000 square feet and less than one (1) acre, appropriate erosion and sediment control measures that are consistent with the Construction Specifications must be designed and shown on the plans.

E. Post-Construction Storm Water Pollution Prevention Plan

For sites with a total disturbance of land of one (1) acre or greater, a post-construction SWPPP must be designed to, at least, meet the requirements of this Resolution and must include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications.

6.04 REVIEW OF INDIVIDUAL LOTS WITHIN A PERMITTED PROJECT

For all individual lots disturbing ground that are developed within a larger permitted project, a formal review and issuance of an Individual Lot Plot Plan Permit including a lot erosion and sediment control plan will be required before a building permit can be issued. All stormwater management measures necessary to comply with this Resolution must be implemented in accordance with the permitted plan for the larger project. See the Construction Specifications for a list of requirements associated with the Individual Lot Plot Plan Permit. The individual lot operator is responsible for installation and maintenance of all erosion and sediment control measures until the site is stabilized.

6.05 CHANGES TO PLANS

Any changes or deviations in the detailed plans and specifications after approval of the applicable development permit shall be filed with, and accepted by, the Director of Engineering and Director of Public Works prior to land development involving the change. Copies of the changes, if accepted, shall be attached to the original plans and specifications.

6.06 FEE STRUCTURE

A. FEE AMOUNT

As a condition of the submittal and the review of development plans by City, the applicant shall agree to pay the City development fees as set by the Fishers City Council, with respect to the review of all drainage submittals, preliminary plans, final plans, construction plans and accompanying information and data, as well as any applicable pre-paid inspection fees.

B. TIME OF PAYMENT

Before the City's approval of plans, the City will furnish a written statement to the applicant specifying the total amount due the City in connection with the review of the applicant's submittals, plans and accompanying information and data, including the amount required to be paid by applicant for review and pre-paid inspection fees.

As a condition of acceptance of final drainage plans by the City, applicant shall pay to the City the sum set forth in said statement. The City may issue such a billing statement before the project advances to the final acceptance stage, and such payment is due by applicant upon receipt of said billing statement regardless of whether the project is advanced to the final acceptance stage.

The Director of Engineering shall have the right to not accept the drainage improvements or to not accept the advancement of any project for which the applicable fees have not been paid.

C. METHOD OF PAYMENT

Fees shall be paid by one of the following methods:

- Certified Check
- Cashier's Check
- Money Order
- Such other methods as may be agreed in writing by the Director of Engineering

All checks shall be made payable to the: City of Fishers
One Municipal Drive
Fishers, Indiana 46038

D. REFUND OF PAYMENT

Fees are refundable or may be waived **only** if the Director of Engineering determines that compliance by the development to this Resolution is not necessary.

6.07 REQUIRED ASSURANCES

As a condition of approval and issuance of the permit, the Director of Engineering shall require the applicant to provide assurance in the form of an irrevocable letter of credit, a bond, or such other instrument or method of security acceptable in writing by the Director of Engineering when the stormwater management plan has been accepted, all applicable fees paid, and before construction begins. Said assurance will guarantee a good faith execution of the stormwater drainage plan, the stormwater pollution prevention plan, the stormwater quality management plan, and any permit conditions. The assurance shall be for an amount equal to at least 100 percent of the total costs of all stormwater management measures for the entire project. The abovementioned costs shall be based on an estimate as prepared by a professional engineer or land surveyor registered in the State of Indiana. Said costs shall be for the installation and ongoing monitoring and maintenance of erosion control measures and the construction and ongoing monitoring and maintenance of storm drainage infrastructure, detention/retention facilities, and stormwater quality BMPs, as regulated under this Resolution, until the construction is completed, site is stabilized, and as-built plans are accepted by the Director of Engineering. Assurances shall be for a minimum of \$5,000. Local governmental jurisdictions may require additional performance and/or maintenance assurances. The intent of this assurance is not only to complete the installation of storm drain infrastructure for the project, but also to assure that adequate stormwater pollution prevention measures are properly installed and maintained. If adequate assurances are set aside by the project site owner for the overall project per §Section 7.45 SY01: Surety Standards or as amended by the Unified Development Ordinance, proof of total assurance can be submitted in place of an individual stormwater assurance.

In the absolute discretion of the Director of Engineering the applicant may be allowed to pay a cash amount to the City in lieu thereof equivalent to the amount of the premium which would be paid by said applicant if it were to obtain a performance bond. Conditions governing the exercise of discretion by the Director of Engineering shall include but not be necessarily limited to the following:

- (a) The general credit worthiness of the applicant seeking such alternative form of payment;
- (b) The nature of the proposed improvement;
- (c) The reputation and history involving the applicant seeking such alternative form of payment;
- (d) Such other underwriting standards as may be appropriate under the circumstances.

6.08 TERMS AND CONDITIONS OF PERMITS

In granting a stormwater management permit, the Director of Engineering or Director of Public Works may impose such terms and conditions as are reasonably necessary to meet the purposes of this Resolution. The project site owner shall insure compliance with such terms and conditions. Non-compliance with the terms and conditions of permits will be subject to enforcement as set forth in Section 153.99 of the Fishers Code of Ordinances.

The project site owner shall inform all general contractors, construction management firms, grading or excavating contractors, utility contractors, and the contractors that have primary oversight on individual building lots of the terms and conditions of the stormwater management permit and the schedule for proposed implementation.

It is the intent of this Resolution to direct the community's physical growth away from sensitive areas and towards areas that can support it without compromising water quality. In the event that a project site is determined to impact or discharge to a Sensitive Area or is located in an Impact Drainage Area, the Director of Engineering or Director of Public Works may require more stringent stormwater quantity and quality measures than detailed in this Resolution or in the latest edition of the *Indiana Stormwater Quality Manual*.

A. Determination of Sensitive Areas

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Sensitive Areas include highly erodible soils, wetlands, threatened or endangered species habitat, outstanding waters, impaired waters, recreational waters, and surface drinking water sources. A listing of highly erodible soils, outstanding water, impaired water, recreation water, and surface drinking water sources can be found in the City of Fishers Storm Water Quality Management Plan (SWQMP) - Part B, dated July 2, 2004 and its updates. Any discharge from a stormwater practice that is a Class V injection well shall meet the Indiana groundwater quality standards. If wetlands are suspected on a site, wetland delineation shall be completed in accordance with the methodology established by the U.S. Army Corps of Engineers (COE) and the wetland addressed in accordance to the COE requirements. If the presence of threatened or endangered species habitat is suspected on a site, the site must be evaluated and inspected by a professional experienced in such and the results reported to the Director of Public Works. Special terms and conditions for development determined to impact or discharge to any Sensitive Area shall be included in the stormwater management permit.

B. Determination of Impact Drainage Areas

The following areas shall be designated as Impact Drainage Areas, unless good reason for not including them is presented to the Director of Engineering or Director of Public Works.

- i. A floodway or floodplain as designated by the most updated City of Fishers Unified Development Ordinance sections regulating floodplain..
- ii. Land within 75 feet of each bank of any ditch within the Hamilton County Regulated Drainage System.
- iii. Land within 75 feet of the centerline of any drain tile or enclosed conduit within the Hamilton County Regulated Drainage System.

The City of Fishers City Council or Mayor is authorized, but is not required, to classify certain additional geographical areas as Impact Drainage Areas. In determining Impact Drainage Areas, the City of Fishers City Council or Mayor shall consider such factors as land use, topography, soil type, capacity of existing drains, and distance from adequate drainage facility.

Land that does not have an adequate outlet, taking into consideration the capacity and depth of the outlet, may be designated as an Impact Drainage Area by the City of Fishers City Council or Mayor. Special terms and conditions for development within any Impact Drainage Area shall be included in the stormwater management permit.

6.09 CERTIFICATION OF AS-BUILT PLANS

After completion of construction of the project and before final project acceptance of the stormwater management plan (the issuance of a “verified” NOT), a professionally prepared and certified ‘as-built’ set of plans (record drawings) by a Professional Engineer or licensed Land Surveyor registered in the State of Indiana shall be submitted to the City for review. These as-built plans/record drawings must be prepared and certified by a Professional Engineer and/or licensed Land Surveyor. Additionally, a digital copy of the ‘as-built’ plans (record drawings) as well as finalized digital versions of all analyses, models, manuals, and reports that are consistent with the as-built conditions are required in a format accepted by the Director of Engineering. These plans shall include all pertinent data relevant to the completed storm drainage system and stormwater management facilities, and shall be in accordance with the City of Fishers Digital Record Drawing Submittal Requirements.

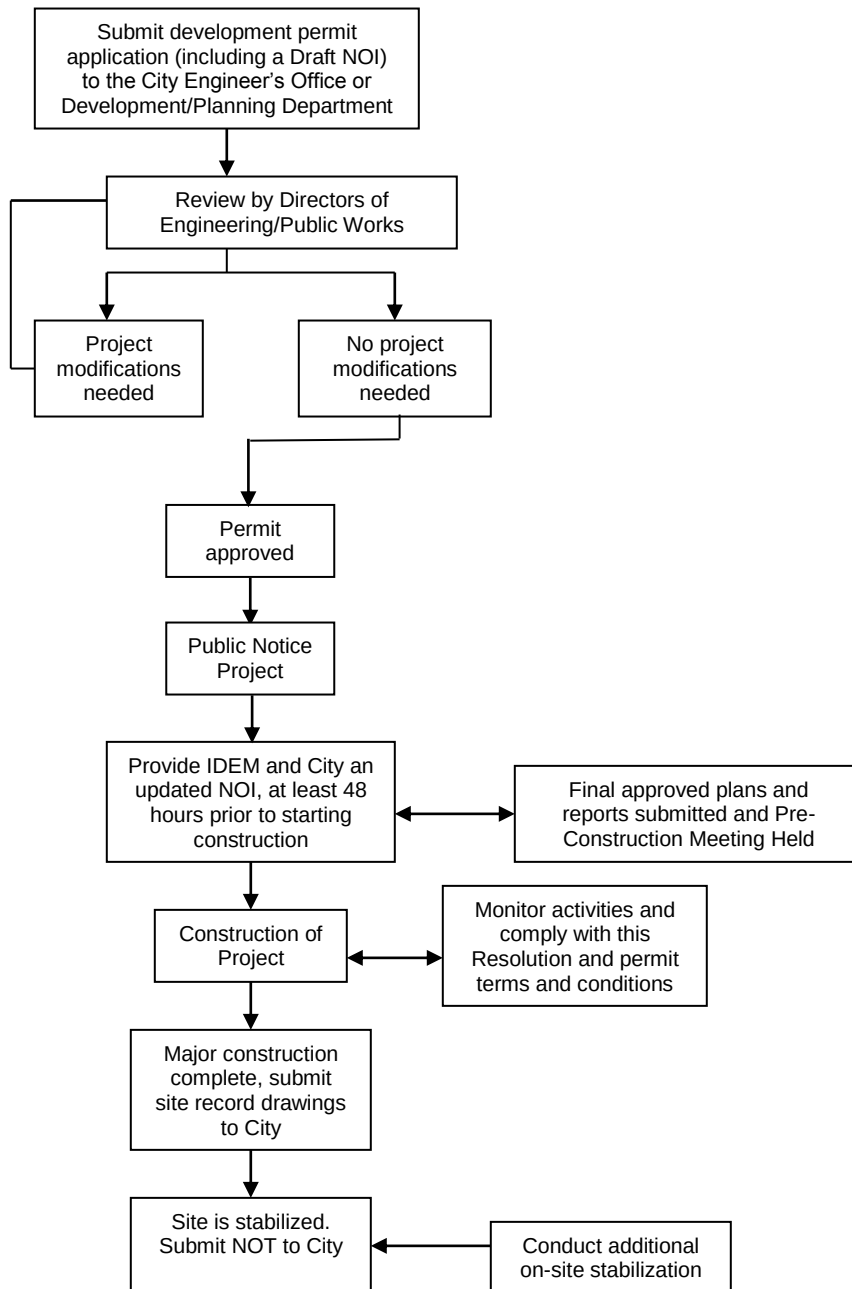
The property owner, developer, or contractor shall be required to file a three-year maintenance bond or other acceptable guarantee with the Director of Engineering, prior to final project acceptance (the issuance of a “verified” NOT), in an amount not to exceed twenty percent (20%) of the cost of the

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stormwater drainage system to be dedicated to the City, and in a form satisfactory to the City attorney in order to assure that such stormwater system installation was done according to standards of good workmanship, that the materials used in the construction and installation were of good quality and construction, and that such project was done in accordance with the accepted plans, and this Resolution. The bond or other acceptable guarantee shall be in effect for a period of three years after the date of the final project acceptance by the Director of Engineering.

To verify that all enclosed drains are functioning properly, visual recordings (via closed circuit television) of such tile drains shall be required, once following the completion of installation (including the installation of all utility mains) and the second time before release of maintenance bonds. These visual recordings will be scheduled by the Director of Engineering, and paid for by the developer. Notices shall be provided to the Director of Engineering within 72 hours following the completion of installation and again at least 60 days prior to the expiration date of the maintenance bond so that the noted recordings may be scheduled. Reports summarizing the results of the noted visual recordings shall be reviewed and accepted by the Director of Engineering before the plat is recommended for recording and again before maintenance bond would be recommended to be released.

Figure 6-1: Permit Approval Process





ARTICLE SEVEN

ENFORCEMENT

7.01 COMPLIANCE WITH THIS RESOLUTION

In addition to the requirements of this Resolution, compliance with all applicable ordinances, resolutions and standards of the City as well as with applicable Federal, State of Indiana, and other Local statutes and regulations shall also be required. Unless otherwise stated, all other specifications referred to in this Resolution shall be the most recent edition available. Violations of the requirements of this Resolution are subject to the penalties set forth in Section 153.99 of the Fishers Code of Ordinances.



ARTICLE EIGHT

ABBREVIATIONS AND DEFINITIONS

8.01 ABBREVIATIONS

BMP	Best Management Practice
COE	United States Army Corps of Engineers
CWA	Clean Water Act
EPA	Environmental Protection Agency
GIS	Geographical Information System
IDEM	Indiana Department of Environmental Management
MS4	Municipal Separate Storm Sewer System
NOI	Notice of Intent
NOT	Notice of Termination
NRCS	USDA-Natural Resources Conservation Service
NPDES	National Pollution Discharge Elimination System
POTW	Publicly Owned Treatment Works
SWCD	Soil and Water Conservation District
SWPPP	Stormwater Pollution Prevention Plan
USDA	United States Department of Agriculture
USFWS	United States Fish and Wildlife Service

8.02 DEFINITIONS

Agricultural land-disturbing activity. Tillage, planting, cultivation, or harvesting operations for the production of agricultural or nursery vegetative crops. The term also includes pasture renovation and establishment, the construction of agricultural conservation practices, and the installation and maintenance of agricultural drainage tile. For purposes of this rule, the term does not include land-disturbing activities for the construction of agricultural related facilities, such as barns, buildings to house livestock, roads associated with infrastructure, agricultural waste lagoons and facilities, lakes and ponds, wetlands; and other infrastructure.

Base Flow. Stream discharge derived from groundwater sources as differentiated from surface runoff. Sometimes considered to include flows from regulated lakes or reservoirs.

Best Management Practices. Design, construction, and maintenance practices and criteria for stormwater facilities that minimize the impact of stormwater runoff rates and volumes, prevent erosion, and capture pollutants.

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Buffer Strip. An existing, variable width strip of vegetated land intended to protect water quality and habitat.

Capacity (of a Storm Drainage Facility). The maximum flow that can be conveyed or stored by a storm drainage facility without causing damage to public or private property.

Catch Basin. A chamber usually built at the curb line of a street for the admission of surface water to a storm drain or subdrain, having at its base a sediment sump designed to retain grit and detritus below the point of overflow.

Channel. A portion of a natural or artificial watercourse which periodically or continuously contains moving water, or which forms a connecting link between two bodies of water. It has a defined bed and banks which serve to confine the water.

Comprehensive Stormwater Management. A comprehensive stormwater program for effective management of stormwater quantity and quality throughout the community.

Constructed Wetland. A manmade shallow pool that creates growing conditions suitable for wetland vegetation and is designed to maximize pollutant removal.

Construction activity. Land-disturbing activities, and land-disturbing activities associated with the construction of infrastructure and structures. This term does not include routine ditch or road maintenance or minor landscaping projects.

Construction site access. A stabilized stone surface at all points of ingress or egress to a project site, for the purpose of capturing and detaining sediment carried by tires of vehicles or other equipment entering or exiting the project site.

Construction Specifications. Refers to the City of Fishers Construction Specifications and Technical Standards.

Contiguous. Adjoining or in actual contact with.

Contour. An imaginary line on the surface of the earth connecting points of the same elevation.

Contour Line. Line on a map which represents a contour or points of equal elevation.

Contractor or subcontractor. An individual or company hired by the project site or individual lot owner, their agent, or the individual lot operator to perform services on the project site.

Conveyance. Any structural method for transferring stormwater between at least two points. The term includes piping, ditches, swales, curbs, gutters, catch basins, channels, storm drains, and roadways.

Cross-Section. A graph or plot of ground elevation across a stream valley or a portion of it, usually along a line perpendicular to the stream or direction of flow.

Culvert. A closed conduit used for the conveyance of surface drainage water under a roadway, railroad, canal or other impediment.

Dechlorinated swimming pool discharge. Chlorinated water that has either sat idle for seven (7) days following chlorination prior to discharge to the MS4 conveyance, or, by analysis, does not contain detectable concentrations (less than five-hundredths (0.05) milligram per liter) of chlorinated residual.

Design Storm. A selected storm event, described in terms of the probability of occurring once within a given number of years, for which drainage or flood control improvements are designed and built.

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Detention. Managing stormwater runoff by temporary holding and controlled release.

Detention Basin. A facility constructed or modified to restrict the flow of storm water to a prescribed maximum rate, and to detain concurrently the excess waters that accumulate behind the outlet.

Detention Storage. The temporary detaining of storage of stormwater in storage facilities, on rooftops, in streets, parking lots, school yards, parks, open spaces or other areas under predetermined and controlled conditions, with the rate of release regulated by appropriately installed devices.

Detention Time. The theoretical time required to displace the contents of a tank or unit at a given rate of discharge (volume divided by rate of discharge).

Detritus. Dead or decaying organic matter; generally contributed to stormwater as fallen leaves and sticks or as dead aquatic organisms.

Developer. Any person financially responsible for construction activity, or an owner of property who sells or leases, or offers for sale or lease, any lots in a subdivision.

Development. Any man-made change to improved or unimproved real estate including but not limited to:

1. Construction, reconstruction, or placement of a building or any addition to a building;
2. Installing a manufactured home on a site, preparing a site for a manufactured home, or installing a recreational vehicle on a site;
3. for more than hundred eighty (180) days;
4. Installing utilities, construction of walls, construction of roads, or similar projects;
5. Construction of flood control structures such as levees, dikes, dams, or channel improvements;
6. Mining, dredging, filling, grading, excavation, clearing, deforestation, or drilling operations;
7. Construction or reconstruction of bridges or culverts;
8. Storage of materials; or
9. Any other activity that might change the direction, height, or velocity of flood or surface waters.

"Development" does not include activities such as the maintenance of existing buildings and facilities such as painting, re-roofing, resurfacing roads, or gardening, plowing and similar agricultural practices that do not involve filling, grading, excavation, or the construction of permanent buildings.

Discharge. Usually the rate of water flow. A volume of fluid passing a point per unit time commonly expressed as cubic feet per second, cubic meters per second, gallons per minute, or millions of gallons per day.

Disposal. The discharge, deposit, injection, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that the solid waste or hazardous waste, or any constituent of the waste, may enter the environment, be emitted into the air, or be discharged into any waters, including ground waters.

Ditch. A man-made, open watercourse in or into which excess surface water or groundwater drained from land, stormwater runoff, or floodwaters flow either continuously or intermittently.

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Drain. A buried slotted or perforated pipe or other conduit (subsurface drain) or a ditch (open drain) for carrying off surplus groundwater or surface water.

Drainage. The removal of excess surface water or groundwater from land by means of ditches or subsurface drains. Also see Natural drainage.

Drainage Area. The area draining into a stream at a given point. It may be of different sizes for surface runoff, subsurface flow and base flow, but generally the surface runoff area is considered as the drainage area.

Dry Well. A type of infiltration practice that allows stormwater runoff to flow directly into the ground via a bored or otherwise excavated opening in the ground surface.

Duration. The time period of a rainfall event.

Environment. The sum total of all the external conditions that may act upon a living organism or community to influence its development or existence.

Erodibility Index (EI). The soil erodibility index (EI) provides a numerical expression of the potential for a soil to erode considering the physical and chemical properties of the soil and the climatic conditions where it is located. The higher the index, the greater the investment needed to maintain the sustainability of the soil resource base if intensively cropped. It is defined to be the maximum of $(R \times K \times LS)/T$ (from the Universal Soil Loss Equation) and $(C \times I)/T$ (from the Wind Erosion Equation), where R is a measure of rainfall and runoff, K is a factor of the susceptibility of the soil to water erosion, LS is a measure of the combined effects of slope length and steepness, C is a climatic characterization of windspeed and surface soil moisture and I is a measure of the susceptibility of the soil to wind erosion. Erodibility Index scores equal to or greater than 8 are considered highly erodible land.

Erosion. The wearing away of the land surface by water, wind, ice, gravity, or other geological agents. The following terms are used to describe different types of water erosion:

- *Accelerated erosion*--Erosion much more rapid than normal or geologic erosion, primarily as a result of the activities of man.
- *Channel erosion* --An erosion process whereby the volume and velocity of flow wears away the bed and/or banks of a well-defined channel.
- *Gully erosion* --An erosion process whereby runoff water accumulates in narrow channels and, over relatively short periods, removes the soil to considerable depths, ranging from 1-2 ft. to as much as 75-100 ft.
- *Rill erosion*--An erosion process in which numerous small channels only several inches deep are formed; occurs mainly on recently disturbed and exposed soils (see Rill).
- *Splash erosion*--The spattering of small soil particles caused by the impact of raindrops on wet soils; the loosened and spattered particles may or may not be subsequently removed by surface runoff.
- *Sheet erosion*--The gradual removal of a fairly uniform layer of soil from the land surface by runoff water.

Erosion and sediment control. A practice, or a combination of practices, to minimize sedimentation by first reducing or eliminating erosion at the source and then as necessary, trapping sediment to prevent it from being discharged from or within a project site.

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Fill Material. Any material used for primary purpose of replacing a wetland area with dry land or of changing the bottom elevation of a wetland or a waterbody. This definition shall be considered to be automatically amended to conform with the definition of fill material established from time to time by the United States of America or United States Army Corps of Engineers.

Filter Strip. Usually a long, relatively narrow area (usually, 20-75 feet wide) of undisturbed or planted vegetation used near disturbed or impervious surfaces to filter stormwater pollutants for the protection of watercourses, reservoirs, or adjacent properties.

Floatable. Any solid waste that will float on the surface of the water.

Flood (or Flood Waters). A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.

Floodplain. The channel proper and the areas adjoining the channel which have been or hereafter may be covered by the regulatory or 100-year flood. Any normally dry land area that is susceptible to being inundated by water from any natural source. The floodplain includes both the floodway and the floodway fringe districts.

Floodway. The channel of a river or stream and those portions of the floodplains adjoining the channel which are reasonably required to efficiently carry and discharge the peak flow of the regulatory flood of any river or stream.

Floodway Fringe. That portion of the flood plain lying outside the floodway, which is inundated by the regulatory flood.

Footing Drain. A drain pipe installed around the exterior of a basement wall foundation to relieve water pressure caused by high groundwater elevation.

Garbage. All putrescible animal solid, vegetable solid, and semisolid wastes resulting from the processing, handling, preparation, cooking, serving, or consumption of food or food materials.

Gasoline outlet. An operating gasoline or diesel fueling facility whose primary function is the resale of fuels. The term applies to facilities that create five thousand (5,000) or more square feet of impervious surfaces, or generate an average daily traffic count of one hundred (100) vehicles per one thousand (1,000) square feet of land area.

Geographical Information System. A computer system capable of assembling, storing, manipulation, and displaying geographically referenced information. This technology can be used for resource management and development planning.

Grade. (1) The inclination or slope of a channel, canal, conduit, etc., or natural ground surface usually expressed in terms of the percentage the vertical rise (or fall) bears to the corresponding horizontal distance. (2) The finished surface of a canal bed, roadbed, top of embankment, or bottom of excavation; any surface prepared to a design elevation for the support of construction, such as paving or the laying of a conduit. (3) To finish the surface of a canal bed, roadbed, top of embankment, or bottom of excavation, or other land area to a smooth, even condition.

Grading. The cutting and filling of the land surface to a desired slope or elevation.

Grass. A member of the botanical family Graminae, characterized by blade-like leaves that originate as a sheath wrapped around the stem.

Groundwater. Accumulation of underground water, natural or artificial. The term does not include manmade underground storage or conveyance structures.

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Habitat. The environment in which the life needs of a plant or animal are supplied.

Highly Erodible Land (HEL). Land that has an erodibility index of eight or more.

Hydrologic Unit Code. A numeric United States Geologic Survey code that corresponds to a watershed area. Each area also has a text description associated with the numeric code.

Hydrology. The science of the behavior of water in the atmosphere, on the surface of the earth, and underground. A typical hydrologic study is undertaken to compute flow rates associated with specified flood events.

Illicit Discharge. Any discharge to a conveyance that is not composed entirely of stormwater except naturally occurring floatables, such as leaves or tree limbs.

Impaired Waters. Waters that do not or are not expected to meet applicable water quality standards, as included on IDEM's CWA Section 303(d) List of Impaired Waters.

Impervious surface. Surfaces, such as pavement and rooftops, which prevent the infiltration of stormwater into the soil.

Individual building lot. A single parcel of land within a multi-parcel development.

Individual lot operator. A contractor or subcontractor working on an individual lot.

Individual lot owner. A person who has financial control of construction activities for an individual lot.

Infiltration. Passage or movement of water into the soil. Infiltration practices include any structural BMP designed to facilitate the percolation of run-off through the soil to groundwater. Examples include infiltration basins or trenches, dry wells, and porous pavement.

Inlet. An opening into a stormwater drainage system for the entrance of surface storm water runoff, more completely described as a storm drain inlet.

Land-disturbing Activity. Any man-made change of the land surface, including removing vegetative cover that exposes the underlying soil, excavating, filling, transporting and grading.

Land Engineer. A person licensed under the laws of the State of Indiana to practice land surveying.

Larger common plan of development or sale. A plan, undertaken by a single project site owner or a group of project site owners acting in concert, to offer lots for sale or lease; where such land is contiguous, or is known, designated, purchased or advertised as a common unit or by a common name, such land shall be presumed as being offered for sale or lease as part of a larger common plan. The term also includes phased or other construction activity by a single entity for its own use.

Lowest Adjacent Grade. The elevation of the lowest grade adjacent (abutting) to a structure, where the soil meets the foundation around the outside of the structure (including structural members such as basement walkout, patios, decks, porches, support posts or piers, and rim of the window well).

Lowest Floor. Refers to the lowest of the following:

1. The top of the basement floor;
2. The top of the garage floor, if the garage is the lowest level of the building;

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3. The top of the first floor of buildings constructed on a slab or of buildings elevated on pilings or constructed on a crawl space with permanent openings; or
4. The top of the floor level of any enclosure below an elevated building where the walls of the enclosure provide any resistance to the flow of flood waters unless:
 - a] The walls are designed to automatically equalize the hydrostatic flood forces on the walls by allowing for the entry and exit of flood waters, by providing a minimum of two opening (in addition to doorways and windows) having a total area of one (1) square foot for every two (2) square feet of enclosed area subject to flooding. The bottom of all such openings shall be no higher than one (1) foot above grade.
 - b] Such enclosed space shall be usable only for the parking of vehicles or building access.

Manhole. Storm drain structure through which a person may enter to gain access to an underground storm drain or enclosed structure.

Measurable storm event. A precipitation event that results in a total measured precipitation accumulation equal to, or greater than, one-half (0.5) inch of rainfall.

Mulch. A natural or artificial layer of plant residue or other materials covering the land surface which conserves moisture, holds soil in place, aids in establishing plant cover, and minimizes temperature fluctuations.

Municipal Separate Storm Sewer System. An MS4 meets all the following criteria: (1) is a conveyance or system of conveyances owned by the state, county, city, town, or other public entity; (2) discharges to waters of the U.S.; (3) is designed or used for collecting or conveying stormwater; (4) is not a combined sewer; and, (5) is not part of a Publicly Owned Treatment Works (POTW).

Refueling area. An operating gasoline or diesel fueling area whose primary function is to provide fuel to equipment or vehicles.

National Pollution Discharge Elimination System. A permit developed by the U.S. EPA through the Clean Water Act. In Indiana, the permitting process has been delegated to IDEM. This permit covers aspects of municipal stormwater quality.

Natural Drainage. The flow patterns of stormwater run-off over the land in its pre-development state.

Nutrient(s). (1) A substance necessary for the growth and reproduction of organisms. (2) In water, those substances (chiefly nitrates and phosphates) that promote growth of algae and bacteria.

Open Drain. A natural watercourse or constructed open channel that conveys drainage water.

Open Space. Any land area devoid of any disturbed or impervious surfaces created by industrial, commercial, residential, agricultural, or other manmade activities.

Outfall. The point, location, or structure where a pipe or open drain discharges to a receiving body of water.

Outlet. The point of water disposal from a stream, river, lake, tidewater, or artificial drain.

Peak Discharge (or Peak Flow). The maximum instantaneous flow from a given storm condition at a specific location.

Percolation. The movement of water through soil.

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Permanent stabilization. The establishment, at a uniform density of seventy percent (70%) across the disturbed area, of vegetative cover or permanent non-erosive material that will ensure the resistance of the soil to erosion, sliding, or other movement.

Pervious. Allowing movement of water.

Point Source. Any discernible, confined, and discrete conveyance including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, or container from which pollutants are or maybe discharged (P.L. 92-500, Section 502[14]).

Porous pavement. A type of infiltration practice to improve the quality and reduce the quantity of storm water run-off via the use of manmade, pervious pavement which allows run-off to percolate through the pavement and into underlying soils

Professional Engineer. A person licensed under the laws of the State of Indiana to practice professional engineering.

Project site. The entire area on which construction activity is to be performed.

Project site owner. The person required to submit a stormwater permit application, and required to comply with the terms of this resolution, including a developer or a person who has financial and operational control of construction activities, and project plans and specifications, including the ability to make modifications to those plans and specifications.

Rain garden. A vegetative practice used to alter impervious surfaces, such as roofs, into pervious surfaces for absorption and treatment of rainfall.

Receiving Stream, Receiving Channel, or Receiving Water. The body of water into which runoff or effluent is discharged. The term does not include private drains, unnamed conveyances, retention and detention basins, or constructed wetlands used as treatment.

Recharge. Replenishment of groundwater reservoirs by infiltration and transmission from the outcrop of an aquifer or from permeable soils.

Redevelopment. Alterations of a property that change a site or building in such a way that there is disturbances of one (1) acre or more of land. The term does not include such activities as exterior remodeling.

Regional Pond. A detention/retention basin sized to detain/retain the runoff from the entire watershed, on-site and off-site, tributary to the pond's outlet.

Regulatory Flood. The discharge or elevation associated with the 100-year flood as calculated by a method and procedure which is acceptable to and accepted by the Indiana Department of Natural Resources and the Federal Emergency Management Agency. The "regulatory flood" is also known as the "base flood".

Regulatory Floodway. See Floodway.

Release Rate - The amount of storm water release from a storm water control facility per unit of time.

Reservoir. A natural or artificially created pond, lake or other space used for storage, regulation or control of water. May be either permanent or temporary. The term is also used in the hydrologic modeling of storage facilities.

Retention. The storage of stormwater to prevent it from leaving the development site. May be temporary or permanent.

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Retention basin. A type of storage practice that has no positive outlet, used to retain storm water run-off for an indefinite amount of time. Runoff from this type of basin is removed only by infiltration through a porous bottom or by evaporation.

Return Period - The average interval of time within which a given rainfall event will be equaled or exceeded once. A flood having a return period of 100 years has a one percent probability of being equaled or exceeded in any one year.

Riparian zone. Of, on, or pertaining to the banks of a stream, river, or pond.

Riparian habitat. A land area adjacent to a waterbody that supports animal and plant life associated with that waterbody.

Runoff. That portion of precipitation that flows from a drainage area on the land surface, in open channels, or in stormwater conveyance systems.

Runoff Coefficient - A decimal fraction relating the amount of rain which appears as runoff and reaches the stormwater drainage system to the total amount of rain falling. A coefficient of 0.5 implies that 50 percent of the rain falling on a given surface appears as storm water runoff.

Sediment. Solid material (both mineral and organic) that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface.

Sedimentation. The process that deposits soils, debris and other unconsolidated materials either on the ground surfaces or in bodies of water or watercourses.

Sensitive Water. A waterbody in need of priority protection or remediation base on its:
providing habitat for threatened or endangered species,
usage as a public water supply intake,
relevant community value,
usage for full body contact recreation,
exceptional use classification as found in 327 IAC 2-1-11(b), outstanding State resource water
classification as found in 327 IAC 2-1-2(3) and 327 IAC 2-1.5-19(b).

Site. The entire area included in the legal description of the land on which land-disturbing activity is to be performed.

Slope. Degree of deviation of a surface from the horizontal, measured as a numerical ratio or percent. Expressed as a ratio, the first number is commonly the horizontal distance (run) and the second is the vertical distance (rise)--e.g., 2:1. However, the preferred method for designation of slopes is to clearly identify the horizontal (H) and vertical (V) components (length (L) and Width (W) components for horizontal angles). Also note that according to international standards (Metric), the slopes are presented as the vertical or width component shown on the numerator--e.g., 1V:2H. Slope expressions in this Resolution follow the common presentation of slopes--e.g., 2:1 with the metric presentation shown in parenthesis--e.g., (1V:2H). Slopes can also be expressed in "percents". Slopes given in percents are always expressed as (100*V/H) --e.g., a 2:1 (1V:2H) slope is a 50% slope.

Soil. The unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of land plants.

Soil and Water Conservation District. A public organization created under State law as a special-purpose district to develop and carry out a program of soil, water, and related resource conservation, use, and development within its boundaries. A subdivision of State government with a local governing body, established under IC 14-32.

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Solid Waste. Any garbage, refuse, debris, or other discarded material.

Spill. The unexpected, unintended, abnormal, or unapproved dumping, leakage, drainage, seepage, discharge, or other loss of petroleum, hazardous substances, extremely hazardous substances, or objectionable substances. The term does not include releases to impervious surfaces when the substance does not migrate off the surface or penetrate the surface and enter the soil.

Storm Duration. The length of time that water may be stored in any stormwater control facility, computed from the time water first begins to be stored.

Storm Event. An estimate of the expected amount of precipitation within a given period of time. For example, a 10-yr. frequency, 24-hr. duration storm event is a storm that has a 10% probability of occurring in any one year. Precipitation is measured over a 24-hr. period.

Storm Sewer. A closed conduit for conveying collected storm water, while excluding sewage and industrial wastes. Also called a storm drain.

Stormwater. Water resulting from rain, melting or melted snow, hail, or sleet.

Stormwater Pollution Prevention Plan or SWPPP. A plan developed to minimize the impact of storm water pollutants resulting from construction activities.

Stormwater Runoff. The water derived from rains falling within a tributary basin, flowing over the surface of the ground or collected in channels or conduits.

Stormwater Quality Management Plan. A comprehensive written document that addresses stormwater runoff quality.

Stormwater Quality Measure. A practice, or a combination of practices, to control or minimize pollutants associated with storm water runoff.

Stormwater Drainage System - All means, natural or man-made, used for conducting storm water to, through or from a drainage area to any of the following: conduits and appurtenant features, canals, channels, ditches, storage facilities, swales, streams, culverts, streets and pumping stations.

Strip development. A multi-lot project where building lots front on an existing road.

Subdivision. Any land that is divided or proposed to be divided into lots, whether contiguous or subject to zoning requirements, for the purpose of sale or lease as part of a larger common plan of development or sale.

Subsurface Drain. A pervious backfield trench, usually containing stone and perforated pipe, for intercepting groundwater or seepage.

Surface Runoff. Precipitation that flows onto the surfaces of roofs, streets, the ground, etc., and is not absorbed or retained by that surface but collects and runs off.

Swale. An elongated depression in the land surface that is at least seasonally wet, is usually heavily vegetated, and is normally without flowing water. Swales conduct stormwater into primary drainage channels and may provide some groundwater recharge.

Temporary Stabilization. The covering of soil to ensure its resistance to erosion, sliding, or other movement. The term includes vegetative cover, anchored mulch, or other non-erosive material applied at a uniform density of seventy percent (70%) across the disturbed area.

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Tile Drain. Pipe made of perforated plastic, burned clay, concrete, or similar material, laid to a designed grade and depth, to collect and carry excess water from the soil.

Timber Harvesting. Cutting tree branches and trunks for commercial purposes without disturbing the root system.

Topographic Map. Graphical portrayal of the topographic features of a land area, showing both the horizontal distances between the features and their elevations above a given datum.

Topography. The representation of a portion of the earth's surface showing natural and man-made features of a give locality such as rivers, streams, ditches, lakes, roads, buildings and most importantly, variations in ground elevations for the terrain of the area.

Trained individual. An individual who is trained and experienced in the principles of storm water quality, including erosion and sediment control as may be demonstrated by state registration, professional certification, experience, or completion of coursework that enable the individual to make judgments regarding storm water control or treatment and monitoring.

Urban Drain. A drain defined as “Urban Drain” in Indiana Drainage Code.

Urbanization The development, change or improvement of any parcel of land consisting of one or more lots for residential, commercial, industrial, institutional, recreational or public utility purposes.

Vegetated swale. A type of vegetative practice used to filter stormwater runoff via a vegetated, shallow-channel conveyance.

Water Quality. A term used to describe the chemical, physical, and biological characteristics of water, usually in respect to its suitability for a particular purpose.

Water Resources. The supply of groundwater and surface water in a given area.

Waterbody. Any accumulation of water, surface, or underground, natural or artificial, excluding water features designed and designated as water pollution control facilities.

Watercourse. Any river, stream, creek, brook, branch, natural or man-made drainageway in or into which stormwater runoff or floodwaters flow either continuously or intermittently.

Watershed. The region drained by or contributing water to a specific point that could be along a stream, lake or other stormwater facilities. Watersheds are often broken down into subareas for the purpose of hydrologic modeling.

Watershed Area. All land and water within the confines of a drainage divide. See also Watershed.

Wetlands. Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. This definition shall be considered to be automatically amended to conform with the definition of a wetlands established from time to time by the United States of America or United States Army Corps of Engineers.

Exhibit A

**STORMWATER MANAGEMENT
RESOLUTION OF
CITY OF FISHERS, INDIANA**





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ARTICLE ONE

GENERAL INFORMATION

1.01 AUTHORITY AND TITLE

This Resolution is adopted in accordance with statutory authority granted to the City of Fishers (the “City”) under “Home Rule”, and further is required by Phase II of the National Pollution Discharge Elimination System program (FR Doc. 99–29181) authorized by the 1972 amendments to the Clean Water Act, the Indiana Department of Environmental Management’s Municipal Separate Storm Sewer (MS4) General Permit, and the Indiana Department of Environmental Management’s Construction Stormwater General Permit (CSGP). Based on this authority and these requirements, this Resolution regulates:

- A. Discharges of prohibited non-stormwater flows into the stormwater drainage system.
- B. Stormwater drainage improvements related to development of lands located within City of Fishers, Indiana.
- C. Drainage control systems installed during new construction and grading of lots and other parcels of land.
- D. Erosion and sediment control systems installed during new construction and grading of lots and other parcels of land.
- E. The design, construction, and maintenance of stormwater drainage facilities and systems.
- F. The design, construction, and maintenance of stormwater quality facilities and systems.
- G. Land-disturbing activities affecting wetlands.

This Resolution shall be known and may be cited as the City of Fishers Stormwater Management Resolution.

1.02 APPLICABILITY AND EXEMPTIONS

This Resolution shall be applicable to all development and redevelopment occurring within City of Fishers, Indiana per the noted acreage limits within each Article below. No permit shall be issued and no land disturbance started for any construction in a development, as defined in Article 8, until the plans required by this Resolution for such construction have been accepted in writing by the City. With the exception of the requirements of Article Two and Article Six – Section 6.04 of this Resolution, single- family dwelling houses in approved subdivisions, new buildings (or cumulative building additions) with less than 500 square feet of area, and land-disturbing activities affecting less than 10,000 square feet of area shall be exempt from the requirements of this Resolution. Also, exempt from this Resolution shall be the agricultural land-disturbing activities.

In addition to the requirements of this Resolution, compliance with all applicable ordinances of the City as well as with applicable Federal, State of Indiana, and other Local statues and regulations shall also be required. Unless otherwise stated, all other specifications referred to in this Resolution shall be the most recent edition available. The City government engineering and/or public works projects shall be exempt from obtaining a permit. If the project site is located within a Hamilton County Regulated Drain Watershed, the applicant will need to check with the Hamilton County Surveyor’s Office to learn if additional Surveyor’s Office requirements specific to that regulated drain would apply to the site.

Any construction project which has had its final drainage plan approved by the City within a 2-year period prior to the effective date of this Resolution shall be exempt from all requirements of this Resolution that are in excess of the requirements of ordinances in effect at the time of approval. Such an exemption is not applicable to the requirements detailed in Article 2 of this Resolution.

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1.03 PURPOSE

The purpose of this Resolution is to provide for the health, safety, and general welfare of the citizens of the City through the regulation of stormwater and non-stormwater discharges to the storm drainage system and to protect, conserve and promote the orderly development of land and water resources within the City. This Resolution establishes methods for managing the quantity and quality of stormwater entering into the stormwater drainage system in order to comply with State and Federal requirements. The objectives of this Resolution are:

- A. To reduce the hazard to public health and safety caused by excessive stormwater runoff.
- B. To regulate the contribution of pollutants to the stormwater drainage system from construction site runoff.
- C. To regulate the contribution of pollutants to the stormwater drainage system from runoff from new development and re-development.
- D. To prohibit illicit discharges into the stormwater drainage system.
- E. To establish legal authority to carry out all inspection, monitoring, and enforcement procedures necessary to ensure compliance with this Resolution.

As required by the MS4 General Permit, the requirements of this Resolution are formulated in such a way to promote maximization of open space and minimization of land disturbance and surface imperviousness, where practical, in order to minimize the potential for introduction of pollutants to the City's drainage conveyance system. The requirements of this Resolution are meant to guide the development within the City so that such development does not negatively impact the quality of stormwater.

1.04 ABBREVIATIONS AND DEFINITIONS

For the purpose of this Resolution, the abbreviations and definitions provided in Article 8 shall apply.

1.05 RESPONSIBILITY FOR ADMINISTRATION

The City shall administer, implement, and enforce the provisions of this Resolution through the Department of Public Works and Engineering Department. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the City of Fishers Board of Public Works and Safety to qualified persons or entities acting in the beneficial interest of or in the employ of City of Fishers government.

For unique or special cases where a property owner or customer can unequivocally document and demonstrate through appropriate engineering studies that a variance from this Resolution, the Technical Standards or the Construction Specifications, are available, appropriate, and comply with all state and federal laws and/or regulations, the Director of Public Works or the Director of Engineering, upon recommendation of his/her staff, has the authority to allow a variance from the Resolution, Technical Standards or Construction Specifications. If a property owner or customer is denied a variance by the Director of Public Works or the Director of Engineering, the property owner or customer may, within seven (7) days of the denial, notify the Board of Public Works & Safety of its request for a variance and appeal from the Director's decision. The Board of Public Works & Safety shall place the request on its agenda during a regularly scheduled meeting. At that meeting, the Board may hear the property owner or customer and the Director of Public Works, the Director of Engineering or their designee. The Board's decision shall be final.

1.06 CONFLICTING ORDINANCES

The provisions of this Resolution shall be deemed as additional requirements to minimum standards required by other City resolutions, ordinances, or standards, and as supplemental requirements to Indiana's Construction Stormwater General Permit regarding Stormwater Discharge Associated with Construction Activity, and Indiana's MS4 General Permit regarding Stormwater Runoff Associated with Municipal Separate Storm Sewer System Conveyances. In case of conflicting requirements, the most restrictive shall apply.

1.07 INTERPRETATION

Words and phrases in this Resolution shall be construed according to their common and accepted meanings, except that words and phrases defined in Article 8 shall be construed according to the respective definitions given in that section. Technical words and technical phrases that are not defined in this Resolution, but which have acquired particular meanings in law or in technical usage shall be construed according to such meanings.

1.08 SEVERABILITY

The provisions of this Resolution are hereby declared severable, and if any court of competent jurisdiction should declare any part or provision of this Resolution invalid or unenforceable, such invalidity or unenforceability shall not affect any other part or provision of the Resolution.

1.09 EFFECTIVE DATE

This Resolution shall become effective after its final passage, approval, and publication as required by law.

1.10 DISCLAIMER OF LIABILITY

The degree of protection required by this Resolution is considered reasonable for regulatory purposes and is based on historical records, engineering, and scientific methods of study. Larger storms may occur or stormwater runoff amounts and/or stormwater quality may be altered by man-made or natural causes. This Resolution does not imply that land uses permitted will be free from stormwater damage. This Resolution shall not create liability on the part of the City of Fishers, the Fishers City Council, Mayor, Director of Public Works, Director of Engineering, or any officer, representative, or employee thereof, for any damage which may result from reliance on this Resolution or on any administrative decision lawfully made there under.



ARTICLE TWO

PROHIBITED DISCHARGES AND CONNECTIONS

2.01 APPLICABILITY AND EXEMPTIONS

This Article shall apply to all discharges, including illegal dumping, entering the stormwater drainage system regulated by the City, regardless of whether the discharge originates from developed or undeveloped lands, and regardless of whether the discharge is generated from an active construction site or a stabilized site. These discharges include flows from direct connections to the stormwater drainage system, illegal dumping, and contaminated runoff.

Stormwater runoff from agricultural, timber harvesting, and coal mining activities is exempted from the requirements of this Article unless determined to contain pollutants not associated with such activities or in excess of standard practices. Farm residences are **not** included in this exemption.

Any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that IDEM issues written acceptance for the subject discharge to the stormwater drainage system, is also exempted from this Article.

2.02 PROHIBITED DISCHARGES AND CONNECTIONS

No person shall discharge to a MS4 conveyance, watercourse, or waterbody, directly or indirectly, any substance other than stormwater or an exempted discharge. Any person discharging stormwater shall effectively minimize pollutants from also being discharged with the stormwater, through the use of best management practices ("BMP"s).

The City is authorized to require dischargers to implement pollution prevention measures, utilizing BMPs, necessary to prevent or reduce the discharge of pollutants into City stormwater drainage system.

2.03 EXEMPTED DISCHARGES AND CONNECTIONS

Notwithstanding other requirements in this Resolution, the following categories of non-stormwater discharges or flows are exempted from the requirements of this Article:

- A. Water line and hydrant flushing for maintenance;
- B. Diverted streamflows;
- C. Rising ground waters;
- D. Uncontaminated groundwater infiltration;
- E. Uncontaminated pumped ground water;
- F. Discharges from potable water sources;
- G. Footing, foundation, and crawl space drains;
- H. Air conditioning condensation;
- I. Irrigation water;
- J. Springs;
- K. Water from crawl space pumps;
- L. Footing drains;
- M. Lawn watering;
- N. Individual residential car washing;
- O. Flows from riparian habitats and wetlands;

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- P. Dechlorinated/debrominated swimming pool discharges;
- Q. Pavement wash waters provided spills or leaks of toxic hazardous materials have not occurred (unless all spill material has been removed) and where detergents are not used;
- R. Fire suppression activities;
- S. Naturally introduced detritus (e.g. leaves and twigs).
- T. Excess storm sewer cleaning water not collected by a vacuum truck (uncontaminated).
- U. Non-commercial car washing by community organizations.
- V. External building wash down, without detergents.

2.04 STORAGE OF HAZARDOUS OR TOXIC MATERIAL

Storage or stockpiling of hazardous or toxic material within any watercourse, or in its associated floodway or floodplain, is strictly prohibited. Storage or stockpiling of hazardous or toxic material, including sewage treatment plant stockpiles, on active construction sites must include adequate protection and/or containment so as to prevent any such materials from entering any temporary or permanent stormwater conveyance or watercourse.

2.05 PRIVATE PROPERTY MAINTENANCE DUTIES

The City shall have no responsibility for the installation, maintenance and repair of private stormwater facilities or private drainage systems and underdrains associated with rear or side yard swales. Private drains and drainage systems are the responsibility of the property owner on which the private drain or drainage system is located. All costs and expenses incident to the installation and maintenance of the private drain or drainage system shall be borne by the property owner. No unauthorized person shall uncover, make any connection with or open into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining permission from the City by permit.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse located within their property boundaries, free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

2.06 SPILL REPORTING

Any discharger who accidentally discharges into a waterbody any substance other than stormwater or an exempted discharge shall immediately inform the Hamilton County Health Department, Hamilton County Emergency Management Agency, or HAZMAT concerning the discharge. A written report concerning the discharge shall be filed with the City and IDEM, by the dischargers, within five (5) days. The written report shall specify:

- A. The composition of the discharge and the cause thereof;
- B. The date, time, and estimated volume of the discharge;
- C. All measures taken to clean up the accidental discharge, and all measures proposed to be taken to prevent any recurrence;
- D. The name and telephone number of the person making the report, and the name and telephone number of a person who may be contacted for additional information on the matter.

A properly reported accidental discharge shall be an affirmative defense to a civil infraction proceeding brought under this Resolution against a discharger for such discharge. It shall not, however, be a defense to a legal action brought to obtain an injunction, to obtain recovery of costs or to obtain other relief because of or arising out of the discharge. A discharge shall be considered properly reported only if the discharger complies with all the requirements of this section. This requirement does not relieve discharger from notifying other entities as required by other Local, State, and Federal regulations.

2.07 INSPECTIONS AND MONITORING

A. Storm Drainage System

The Director of Public Works has the authority to periodically inspect the portion of the storm drainage system under the City's control, in an effort to detect and eliminate illicit connections and discharges into the system. This inspection will include a screening of discharges from outfalls connected to the system in order to determine if prohibited flows are being conveyed into the storm drainage system. It could also include spot testing of waters contained in the storm drainage system itself to detect the introduction of pollutants into the system by means other than a defined outfall, such as dumping or contaminated sheet runoff.

B. Potential Polluters

If, as a result of the storm drainage system inspection, a discharger is suspected of an illicit discharge, the Director of Public Works may inspect and/or obtain stormwater samples from stormwater runoff facilities of the subject discharger, to determine compliance with the requirements of this Resolution. Upon request, the discharger shall allow the Department of Public Works' identified representative to enter upon the premises of the discharger at all hours necessary for the purposes of such inspection or sampling. The Department of Public Works' identified representative may place on the discharger's property the equipment or devices used for such sampling or inspection. Identified illicit connections or discharges shall be subject to enforcement action as set forth in Section 53.99 of the Fishers' Code of Ordinances.

C. New Development and Re-Development

Following the final completion of construction and the receipt of as-built record drawings by the Director of Engineering, the Director of Engineering and Director of Public Works have the authority to inspect new development and re-development sites to verify that all on-site stormwater conveyances and connections to the storm drainage system are in compliance with this Article.



ARTICLE THREE

STORMWATER QUANTITY MANAGEMENT

3.01 APPLICABILITY AND EXEMPTIONS

The storage and controlled release rate of excess stormwater runoff shall be required for all new business, commercial, institutional, and industrial developments, residential subdivisions, planned development, rural estate subdivisions, and any redevelopment or other new construction located within the City. The Director of Public Works or the Director of Engineering, after thorough investigation and evaluation, may waive the requirement of controlled runoff for minor subdivisions and parcelization.

3.02 POLICY ON STORMWATER QUANTITY MANAGEMENT

It is recognized that most streams and drainage channels serving the City do not have sufficient capacity to receive and convey stormwater runoff resulting from continued urbanization. Accordingly, the storage and controlled release of excess stormwater runoff shall be required for all developments and redevelopments (as defined in Article 8) that disturb one (1) acre or more of land within the City. The maximum allowable release rates are in accordance with the City of Fishers Construction Specifications. However, if the runoff from the new site cannot be adequately managed in a manner to not cause downstream damage or impacts and/or the downstream drainage pattern or drainage system cannot accommodate the increased runoff from the new development, detention may be required below the threshold of 1 acre of disturbance. Also, it is recommended to detain water on all sites that disturb one-half (0.5) acre or more of land to provide enhanced assurances that downstream flooding and creek erosion through channel protection methods can be properly controlled.

3.03 CALCULATIONS AND DESIGN STANDARDS AND SPECIFICATIONS

The calculation methods as well as the type, sizing, and placement of all stormwater facilities shall meet the design criteria, standards, and specifications outlined in the Construction Specifications. The methods and procedures in the Construction Specifications are consistent with the policy stated above.

3.04 DRAINAGE EASEMENT REQUIREMENTS

There shall be no trees or shrubs planted, nor any structures or fences erected, nor any modifications to the swale grade in any drainage easement, unless otherwise accepted by the Director of Public Works by a drainage easement permit. Drainage easements are intended for the periodic or occasional use as conductors for the flow of surface water runoff and for the maintenance and protection of storm sewers and shall be maintained in an unobstructed condition by the owners of the properties they cross. The Department of Public Works shall have the right to determine if any obstruction exists, and to require such repair and maintenance by the property owner, as shall be necessary to keep the drainage easement unobstructed. In addition, if City owned dedicated storm sewers exist within the easement that become damaged and/or obstructed by tree roots or other vegetation planted within or outside of the easement, the Department of Public Works shall have the right to require removal of trees or vegetation within or outside of the easement to prevent future damage and/or obstruction from occurring within City storm sewers.

Private property swales and ditches shall be maintained by the property owners. Private driveway drainage culverts shall be maintained by the property owners when they become clogged or cause drainage issues due to lack of maintenance, damage, settlement, erosion, etc. Public right-of-way ditches shall be maintained by the City at the discretion of the Director of Public Works. Roadway ditches exist for both drainage conveyance and detention/water quality storage.

3.05 PLACEMENT OF UTILITIES

No utility company may disturb existing storm management facilities without the consent of the Director of Public Works. All existing drainage facilities shall have senior rights and damage to said facilities shall result in penalties as set forth in Section 53.99 of the Fishers Code of Ordinances.

3.06 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING

After the approval of the development permit by the Director of Engineering and the commencement of construction activities, the Director of Engineering and the Director of Public Works have the authority to conduct inspections of the work being done to ensure full compliance with the provisions of this Article, the Construction Specifications, and the terms and conditions of the approved permit.

The Department of Public Works also has the authority to perform long-term, post-construction inspection of all public or privately owned stormwater quantity facilities. The inspection will cover physical conditions, available storage capacity, and the operational condition of key facility elements. Stormwater quantity facilities shall be maintained in good condition, in accordance with the terms and conditions of the approved stormwater management permit, and shall not be subsequently altered, revised or replaced except in accordance with the approved stormwater permit, or in accordance with approved amendments or revisions to the permit. If deficiencies are found during the inspection, the owner of the facility will be notified by the Department of Public Works and will be required to take all necessary measures to correct such deficiencies. If the owner fails to correct the deficiencies within the allowed time period, as specified in the notification letter, the Department of Public Works can undertake the work and collect from the owner using lien rights if necessary or subject the owner to the penalties set forth in Section 53.99 of the Fishers Code of Ordinances.



ARTICLE FOUR

STORMWATER POLLUTION PREVENTION FOR CONSTRUCTION SITES

4.01 APPLICABILITY AND EXEMPTIONS

The City requires that a Stormwater Pollution Prevention Plan (SWPPP), which includes erosion and sediment control measures and materials handling procedures, to be submitted as part of the construction plans and specifications. Any project located within the City that includes clearing, grading, excavation, and other land-disturbing activities, resulting in the disturbance of or impact on one (1) acre or more of total land area, is subject to the full requirements of this Article. This includes both new development and re-development and single family residences and ponds that are not part of a larger common plan of development or sale (obtain permit coverage and comply with the general performance standards in the CSGP with the exception of sections 3.2 (a)(9), 3.6, and 3.8). This Article also applies to proposed hotspot developments disturbing less than one (1) acre and to disturbances of less than one (1) acre of land that are part of a larger common plan of development or sale if the larger common plan will ultimately disturb one (1) or more acres of land, within the MS4 area. Section 4.03 of this Article provides guidelines for calculating land disturbance. It is also recommended to comply with the full measures of this article down to a threshold of one-half (0.5) acre to provide enhanced assurances to limit off site sedimentation. For sites between 10,000 square feet and less than one (1) acre of disturbance, only a sediment and erosion control plan is required with the appropriate erosion and sediment control measures. A full SWPPP is not required for this threshold.

The requirements under this Article do not apply to the following activities:

- a. Agricultural land-disturbing activities; or
- b. Silvicultural timber harvesting activities.
- c. Stormwater discharges associated with oil and gas exploration, production, processing or treatment operations, or transmission facilities.
- d. Ditch maintenance for activities performed on a regulated drain by a county drainage board, or a ditch where the drainage board has relinquished jurisdiction to a municipality or a sanitary district, as defined in Appendix B of the Indiana Construction Stormwater General Permit and in accordance with IC 36-9-27.

The requirements under this Article do not apply to the following activities, provided other applicable State permits contain provisions requiring immediate implementation of soil erosion control measures:

- a. Landfills that have been issued a certification of closure under 329 IAC 10.
- b. Coal mining activities permitted under IC 14-34.
- c. Municipal solid waste landfills that are accepting waste pursuant to a permit issued by the Indiana Department of Environmental Management under 329 IAC 10 that contains equivalent stormwater requirements, including the expansion of landfill boundaries and construction of new cells either within or outside the original solid waste permit boundary.

For an individual lot where land disturbance is expected to be one (1) acre or more, the individual lot owner must complete their own notice of intent letter, apply for a stormwater permit from the City of Fishers, and ensure that a sufficient construction and stormwater pollution prevention plan is completed and submitted in accordance with Article 6 of this Resolution unless the lot is part of a larger multi-lot project.

An individual lot with land disturbance located within a larger permitted project site, is considered part of the larger permitted project site, and the individual lot operator must comply with the terms and conditions of the stormwater permit approved for the larger project site. The development application for the larger project site must include detailed erosion and sediment control measures for individual lots. In addition, these individual lots are required to submit Individual Lot Plot Plan Permit applications prior to receiving a building permit. Further, each lot operator is required to complete a construction stormwater residential development registration form certifying their intent to comply with the CSGP per the list below:

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- a. Include the permittee of the overall residential development contact information project name permit number and signature.
- b. Include the individual lot operator, contact information, and building lot or lots, and signature.
- c. Maintain the form at each individual building lot.

Details of the permitting process are contained in Article 6.

It will be the responsibility of the project site owner to complete a development application and ensure that a sufficient construction plan is completed and submitted to the City in accordance with Article 6 of this Resolution. It will be the responsibility of the project site owner and/or permit holder to ensure compliance with this Resolution during the construction activity and implementation of the construction plan, and in following and implementing all best management practices, and to notify the City with a sufficient notice of termination letter upon completion of the project and stabilization of the site. However, all persons engaging in construction and land-disturbing activities on a permitted project site meeting the applicability requirements must comply with the requirements of this Article and this Resolution.

4.02 POLICY ON STORMWATER POLLUTION PREVENTION

Effective stormwater pollution prevention on construction sites is dependent on a combination of preventing movement of soil from its original position (erosion control), intercepting displaced soil prior to entering a waterbody (sediment control), and proper on-site materials handling. The developer must submit to the City, a SWPPP with detailed erosion and sediment control plans as well as a narrative describing materials type and specification, handling and storage, and construction sequencing. See the Construction Specifications for a list of requirements that should be considered in the preparation of a SWPPP within the City.

4.03 POLICY FOR CALCULATING LAND DISTURBANCE AREA

In calculating the total area of land disturbance, for the purposes of determining applicability of this Article to the project, the following guidelines should be used:

- A. Off-site construction activities that provide services (for example, road extensions, sewer, water, and other utilities) to a land-disturbing project site, must be considered as a part of the total land disturbance calculation for the project site, when the activity is under the control of the project site owner.
- B. Strip developments will be considered as one (1) project site and must comply with this Article unless the total combined disturbance on all individual lots is less than one (1) acre and is not part of a larger common plan of development or sale.
- C. To determine if multi-lot project sites are regulated by this rule, the area of land disturbance shall be calculated by adding the total area of land disturbance for improvements, such as, roads, utilities, or common areas, and the expected total disturbance on each individual lot, as determined by the following:
 - i. For a single-family residential project site where the lots are one-half (0.5) acre or more, one-half (0.5) acre of land disturbance must be used as the expected lot disturbance.
 - ii. For a single-family residential project site where the lots are less than one half (0.5) acre in size, the total lot must be calculated as being disturbed.
 - iii. To calculate lot disturbance on all other types of project sites, such as industrial and commercial projects project sites, a minimum of one (1) acre of land disturbance must be used as the expected lot disturbance regardless of size.

The calculation methods as well as the type, sizing, and placement of all stormwater pollution prevention measures for construction sites shall meet the design criteria, standards, and specifications outlined in the latest editions of the *Indiana Stormwater Quality Manual* and the Construction Specifications. The methods and procedures included in these two references are in keeping with the above stated policy and meet the

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requirements of IDEM's Construction Stormwater General Permit. A Copy of the *Indiana Stormwater Quality Manual* may be obtained through IDEM.

4.04 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING

Following approval of the stormwater management permit, the Department of Public Works has the authority to conduct inspections of the site to ensure full compliance with the provisions of this Article, the latest edition of *the Indiana Stormwater Quality Manual*, and the terms and conditions of the approved permit.

A monitoring and project management program must be implemented by the project site owner and/or permit holder to ensure the SWPPP is working effectively. A trained individual, as defined in Article 8, shall perform a written evaluation of the entire project site 24-hours prior to a qualifying precipitation event or by the end of the next business day following each measurable storm event (excluding accumulated snow events). A measurable event is defined as equal to or greater than one-half (0.50) inch of rainfall within a 24-hour period. If there are no measurable storm events within a given week, the site should be monitored at least once in that week. In the event of multiple qualifying events during a given work week, no more than three (3) inspections will be required for that work week. Weekly inspections by the trained individual shall continue until the entire site has been stabilized and a Notice of Termination has been issued. For specific areas within the project which are stabilized with permanent vegetative cover at 70% vegetation density and/or erosion resistant armoring is installed, inspections can be reduced to once per month. Inspection records must identify the specific areas and the date these areas became eligible for monthly monitoring. Weekly monitoring must resume if the vegetative cover fails, there is evidence of erosion in the identified area, and/or IDEM or the City requires weekly inspections to resume. The trained individual should look at the maintenance of existing stormwater pollution prevention measures, including erosion and sediment control measures, drainage structures, and construction materials storage/containment facilities, to ensure they are functioning properly. The trained individual should also identify additional measures, beyond those originally identified in the SWPPP, necessary to remain in compliance with all applicable statutes and regulations.

The resulting self-monitoring program (SMP) evaluation reports must include the following:

- A. Name of the individual performing the evaluation, including printed name, title, and signature (electronic signatures are acceptable).
- B. Date of the evaluation.
- C. Amount of precipitation when the evaluation is conducted after a measurable storm event. Recorded rainfall may be documented utilizing an on-site rain gauge or storm event information from a weather station that is representative of the project location.
- D. Observations of project performance in relation to:
 - 1. Implementation of the stormwater pollution prevention plan.
 - 2. Assessment of existing stormwater measures based on industry standards and the maintenance standards/corrective action threshold for each stormwater measure as required for the stormwater pollution prevention plan to ensure each measure is operational and functioning properly.
 - 3. Additional measures necessary in the event an existing measure fails or is not present in the landscape
 - 4. Impacts including, but not limited to, sediment discharges, erosion, discharges that results in bank erosion, and operational activities that have the potential to generate pollutants and unauthorized discharges.
 - 5. The status of the specific areas within the project identified as stabilized with permanent vegetative cover at 70% vegetation density and/or with erosion resistant armoring installed and have been identified as eligible for monthly monitoring.
- E. Documentation of an actual discharge that is visible during the assessment, and must include:
 - 1. The location of the discharge
 - 2. A visual description of the discharge, to include but not limited to:
 - Color (turbidity reading is an option)
 - Odor
 - Floatables
 - Settled/suspended solids
 - Foam

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- Oil sheen
 - Any other visible sign that may be attributed to operations occurring on the project site.
- F. Detail of corrective action recommended and/or completed. Corrective action includes, but is not limited to:
1. Repairing, modifying, or replacing any stormwater management measure.
 2. Clean-up and proper disposal of spills, releases, or other deposits.
 3. Remedying a permit violation.
 4. Taking reasonable steps to remediate, minimize or prevent the discharge of pollutants associated with the construction activity until a permanent corrective solution is initiated.
 5. Restoring an impacted area and/or removing accumulated sediment, provided appropriate permission and permits are obtained to conduct the activity.
- G. A timeline for which the corrective action will occur to remediate the discharge of pollutants. The established corrective action, at a minimum, must be initiated:
1. On the day the deficiency was discovered or when it is not practical to initiate on the discovery date, no later than forty- eight (48) hours for the repair of a measure or installation of a temporary measure until a new and/or replacement measure is installed as specified in item 2 below.
 2. Within seven (7) days of discovery for the installation of a new (alternative) measure or replacement of an existing measure unless a shorter timeframe is required as part of a regulatory inspection. The inspecting authority may also allow additional time to take corrective action.
 3. If corrective action cannot be achieved within the timelines outlined in 1 or 2 above, a reason for incompletion must be provided and documented, including the anticipated completion date.
- H. Documentation of corrective action taken from the previous self-monitoring report.

The project site owner must demonstrate the public has been notified that a construction activity is to commence. This notification:

- A. Must be completed prior to the submittal of an initial notice of intent.
- B. Must contain specific language, including:
1. The name of the company or individual responsible for obtaining permit coverage or another entity that represents the responsible company or individual.
 2. A statement that a NOI will be submitted to IDEM with intent to discharge stormwater from construction activities/land-disturbing activities.
 3. The name of the construction project and a general location or if applicable an address for the project.
 4. The name(s) of the receiving water(s).
 5. Contact information (phone and email) to where questions may be directed.
- C. Must be posted at the project site meeting the following; or
1. Be located visibly at a publicly accessible location, preferably at the proposed entrance to the project.
 2. Contain the date the notice was posted.
 3. Signed by the project site owner or their representative.
 4. Be legible and on an 8.5 X 11 inch sheet at a minimum.
 5. Be posted ten (10) calendar days prior to submittal of the notice of intent and remain posted with the NOI when it is posted at the project site.
- D. Must be published in a printed or digital newspaper of general circulation in the affected area(s) for at least one day.

The project owner must maintain a project management log that contains:

- A. Information related to all off-site borrow sites, disposal areas, and staging areas that are off-site and meet the criteria listed in Appendix A (5)(B), including:
1. The location of each activity.
- A. Information related to all project activities including, but not limited to:
1. Self-monitoring program (SMP) evaluation reports
 2. Regulatory inspections.
 3. Responses to a compliance action or enforcement action.
 4. Records showing the dates of all SWP3 modifications. The records must include the name of

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the person authorizing each change and a summary of all changes.

5. Documentation of compliance with the public notice requirements

The owner shall ensure the SWP3 and supporting documentation associated with the SMP and project management log are accessible at the project site office or in the possession of on-site individuals with responsibility for the overall project management or associated with the management and operations of construction activities. This information must be provided to IDEM or the City within forty-eight (48) hours of a request.

The SWPPP shall serve as a guideline for stormwater quality but should not be interpreted to be the only basis for implementation of stormwater quality measures for a project site. The project site owner and/or permit holder is responsible for implementing, in accordance with this Article, all measures necessary to adequately prevent polluted stormwater runoff. Recommendations by the trained individual for modified stormwater quality measures should be implemented.



ARTICLE FIVE

STORMWATER QUALITY MANAGEMENT FOR POST-CONSTRUCTION

5.01 APPLICABILITY AND EXEMPTIONS

In addition to the requirements of Article 4, the SWPPP, which is to be submitted to the City as part of the development application, must also include post-construction stormwater quality measures. These measures are incorporated as a permanent feature into the site plan and are left in place following completion of construction activities to continuously treat stormwater runoff from the stabilized site. Any project located within City that includes clearing, grading, excavation, and other land-disturbing activities, resulting in the disturbance of or impact on one (1) acre or more of total land area, is subject to the requirements of this Article. This includes both new development and re-development, and disturbances of less than one (1) acre of land that are part of a larger common plan of development or sale, or master planned area if the larger common plan will ultimately disturb one (1) or more acres of land, within the MS4 area. A master planned area shall be defined as any drainage, zoning, or defined district plan, or any other planned development or redevelopment area likely to have several lots with less than one acre of area being promoted for redevelopment. In addition, regardless of the amount of disturbance, the City reserves the right to require pre-treatment BMPs for proposed hot spot developments in accordance to provisions contained in the Construction Specifications. The City also encourages implementation of the requirements of this article down to a threshold of one-half (0.5) acre or more of disturbed area to provide enhanced water quality treatment for downstream receiving waters.

The requirements under this Article do not apply to the following activities:

- A. Agricultural land-disturbing activities; or
- B. Silvicultural timber harvesting activities; or
- C. Construction activities associated with a single family residential dwelling when the dwelling is not part of a larger common plan of development or sale; or
- D. Single family residential developments consisting of four or less lots; or
- E. A single-family residential strip development where the developer offers for sale or lease without land improvements and the project is not part of a larger common plan of development of sale; or
- F. Individual building lots within a larger permitted project.
- G. Stormwater discharges associated with oil and gas exploration, production, processing or treatment operations, or transmission facilities.
- H. Ditch maintenance for activities performed on a regulated drain by a county drainage board, or a ditch where the drainage board has relinquished jurisdiction to a municipality or sanitary district, as defined in appendix B of the Indiana construction stormwater general permit and in accordance with IC 36-9-27.

The requirements under this Article do not apply to the following activities, provided other applicable State permits contain provisions requiring immediate implementation of soil erosion control measures:

- A. Landfills that have been issued a certification of closure under 329 IAC 10.
- B. Coal mining activities permitted under IC 14-34.
- C. Municipal solid waste landfills that are accepting waste pursuant to a permit issued by the Indiana Department of Environmental Management under 329 IAC 10 that contains equivalent stormwater requirements, including the expansion of landfill boundaries and construction of new cells either within or outside the original solid waste permit boundary.

It will be the responsibility of the project site owner to complete a development application and ensure that a sufficient construction plan is completed and submitted to the City in accordance with Article 6 of this Resolution. It will be the responsibility of the project site owner and/or permit holder to ensure proper

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construction and installation of all stormwater BMPs in compliance with this Resolution and with the approved stormwater management permit, and to notify the City with a sufficient notice of termination letter upon completion of the project and stabilization of the site. However, all eventual property owners of stormwater quality management facilities meeting the applicability requirements must comply with the requirements of this Article and this Resolution.

5.02 POLICY ON STORMWATER QUALITY MANAGEMENT

It is recognized that developed areas, as compared to undeveloped areas, generally have increased imperviousness, decreased infiltration rates, increased runoff rates, and increased concentrations of pollutants such as fertilizers, herbicides, greases, oil, salts and other pollutants. As new development and re-development continues in the City, measures must be taken to intercept and filter pollutants from stormwater runoff prior to reaching regional creeks, streams, and rivers. It is presumed that through the use of Best Management Practices (BMP), stormwater runoff will be filtered and harmful amounts of sediment, nutrients, and contaminants will be removed. City has established a minimum standard that the measurement of the effectiveness of the control of Stormwater quality will be based on the management of Total Suspended Solids (TSS).

It is also recognized that another major source of pollution in many Indiana streams, including those within the corporate boundaries of the City, is the streambank erosion associated with urbanizing watersheds. Stream channels develop their shape in response to the volume and rate of runoff that they receive from their contributing watersheds. Research has shown that in hydrologically stable watersheds, the stream flow responsible for most of the shaping of the channel (called the bankfull flow) occurs between every one to two years. When land is developed, the volume and rate of runoff from that land increases for these comparatively small flooding events that are not normally addressed by the detention practices and the stream channel will adapt by changing its shape. As the stream channel works to reach a new stable shape, excess erosion occurs. As new development and re-development continues within the corporate boundaries of the City, measures should be taken to minimize the impact of such development or re-development on streambank erosion. Through the use of appropriate Best Management Practices (BMP's), the volume and rate of runoff for channel forming flows can be reduced in an attempt to minimize increased streambank erosion in the receiving streams and channels.

The project site owner must submit to the City, a SWPPP that would show placement of appropriate BMP(s) from a pre-approved list of BMPs specified in the Construction Specifications. The noted BMPs must be designed, constructed, and maintained according to guidelines provided or referenced in the Construction Specifications. Practices other than those specified in the pre-approved list may be utilized. However, the burden of proof, as to whether the performance (minimum 80% TSS removal) and ease of maintenance of such practices will be according to guidelines provided in the Construction Specifications, would be placed with the applicant. Details regarding the procedures and criteria for consideration of acceptance of such BMPs are provided in the Construction Specifications.

Gasoline outlets and refueling areas must install appropriate practices to reduce lead, copper, zinc, and hydrocarbons in stormwater runoff in addition to the hot spot requirements indicated in the Construction Specifications. These requirements will apply to all new facilities and existing facilities that replace their tanks.

5.03 CALCULATIONS AND DESIGN STANDARDS AND SPECIFICATIONS

Calculation of land disturbance should follow the guidelines discussed in Article 4, Section 4.03.

The calculation methods as well as the type, sizing, and placement of all stormwater quality management measures, or BMPs shall meet the design criteria, standards, and specifications outlined in the *latest editions of the Indiana Stormwater Quality Manual* and the Construction Specifications. The methods and procedures included in these two references are in keeping with the above stated policy and meet the requirements of IDEM's Municipal Separate Storm Sewer (MS4) General Permit.

5.04 EASEMENT REQUIREMENTS

All stormwater quality management systems, including detention or retention basins, filter strips, pocket wetlands, in-line filters, infiltration systems, conveyance systems, structures and appurtenances located outside of the right-of-way shall be designated as common areas or incorporated into permanent drainage easements. For the purposes of monitoring, inspection, and general maintenance activities, adequate easement widths, as detailed in the Construction Specifications, beyond the actual footprint of the stormwater quality management facility as well as a 20-foot wide access easement from a public right-of-way to each BMP shall be provided.

5.05 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING

After the approval of the stormwater management permit, the Department of Public Works has the authority to conduct inspections of the work being done to ensure full compliance with the provisions of this Article, the Construction Specifications, and the terms and conditions of the approved permit.

Stormwater quality management facilities shall be maintained in good condition, in accordance with the Operation and Maintenance procedures and schedules listed in the latest editions of the *Indiana Stormwater Quality Manual* and the Construction Specifications, and the terms and conditions of the approved stormwater permit, and shall not be subsequently altered, revised, or replaced except in accordance with the approved stormwater permit, or in accordance with approved amendments or revisions in the permit. Following construction completion, maintenance of stormwater quality facilities shall be the long-term responsibility of the facility's owner.

The Department of Public Works has the authority to perform long-term, post-construction inspection of all public or privately owned stormwater quality facilities. The inspections will follow the Operation and Maintenance procedures included in the Construction Specifications and/or permit application for each specific BMP. The inspection will cover physical conditions, available water quality storage capacity and the operational condition of key facility elements. Noted deficiencies and recommended corrective action will be included in an inspection report. If deficiencies are found during the inspection, the owner of the facility will be notified by the Department of Public Works and will be required to take all necessary measures to correct such deficiencies. If the owner fails to correct the deficiencies within the allowed time period, as specified in the notification letter or inspection report, the City will start enforcement procedures under Section 53.99 of the Fishers Code of Ordinances or undertake the work and collect from the owner using lien rights if necessary.



ARTICLE SIX

PERMIT REQUIREMENTS AND PROCEDURES

6.01 CONCEPTUAL DRAINAGE PLAN REVIEW

In order to establish that an adequate drainage outlet(s) exists for a proposed development, a developer may apply for a conceptual drainage plan review by the Department of Engineering and Department of Public Works Offices. Note that any preliminary drainage approval by the Director of Engineering or Director of Public Works as a result of such a review is based on preliminary data and shall not be construed as a final drainage approval or considered binding on either party. The following is a general listing of minimum data requirements for the review of conceptual drainage plans:

- A. One complete digital set of conceptual plans showing general project layout, including existing and proposed drainage systems and proposed outlets (plan sheets must be 24" by 36").
- B. General description of the existing and proposed drainage systems in narrative form.
- C. Watershed Boundaries on City's 1-foot topographic mapping.
- D. Existing watercourse or regulated drains.
- E. Letter of Intent for obtaining any needed consents, off-site easements, right-of-way, or regulatory permits.

6.02 PERMIT PROCEDURES

This section applies to all development, or re-development of land, that results in land disturbance of one (1) acre or more. Individual lots with land disturbance less than one (1) acre that are developed within a larger permitted project site should refer to Section 6.04 for plan review requirements and procedures.

Figure 6-1 is a flowchart summarizing the plan review/permit approval process and can be found at the end of this Article. Permit requirements should follow the latest development application process established by the City. Stormwater management will be reviewed and approved as a part of the overall development permit process. Submittal requirements include but are not limited to proof of a Draft Notice of Intent letter (NOI) filed through the IDEM Regulatory ePortal, construction plan sheets, stormwater drainage technical report, a stormwater pollution prevention plan (SWPPP), and any other necessary support information. Specific information to be included can be found in Section 6.03 below and within the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications.

After the City's receipt of the application, the applicant will be notified as to whether their application was complete or insufficient. The applicant will be asked for additional information if the application is insufficient. The information provided will be reviewed by the City.

Once a SWPPP has been deemed adequate, the project site owner must file a final Notice of Intent to IDEM via their Regulatory ePortal a minimum of 48 hours prior to the commencement of construction activities. However, the City requires digital proof of the final notice of sufficiency (NOI and NOS) from IDEM's Regulatory ePortal prior to issuance of any grading, improvement location, or subdivision improvement permit. The IDEM submittal must include a proof of publication, verification that the jurisdictional entity approved the plan, and a \$100 fee. For the City, digital copies of the final approved construction plans, stormwater drainage technical report, stormwater pollution prevention plan for construction sites, and post-construction stormwater pollution prevention plan shall also accompany the above-noted written notification and proof of publication. A pre-construction meeting is required to be held with the participation of the City and other entities

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involved prior to any grading activity to ensure that appropriate perimeter control measures have been implemented on the site and the location of any existing tiles has been properly marked.

Once construction starts, the project owner shall monitor construction activities and inspect all stormwater pollution prevention measures in compliance with this Resolution and the terms and conditions of the approved permit. Upon completion of construction activities, as-built plans must be submitted to the City. A Notice of Termination (NOT) inspection request shall be sent to the City of Fishers once the construction site has been stabilized and all temporary erosion and sediment control measures have been removed. The Director of Public Works or a representative shall inspect the construction site to verify the requirements for an NOT have been met. The City reserves the right to hold the permit holder responsible for all infrastructure, erosion control, or BMP related aspects of the project until all of these aspects are fully satisfactory to the City, independent of the NOT release requirements by IDEM. Once the applicant receives proof from the City that they have met final NOT requirements, they must forward a copy to IDEM to close out the permit through the IDEM Regulatory ePortal. Permits issued under this scenario will expire 5 years from the date of issuance. If construction is not completed within 5 years, the NOI must be renewed through IDEM's Regulatory ePortal system at least 90 days prior to expiration.

6.03 INFORMATION REQUIREMENTS

Specific projects or activities may be exempt from all or part of the informational requirements listed below. Exemptions are detailed in the "Applicability and Exemptions" Sections of Articles 2 through 5. If a project or activity is exempt from any or all requirements of this Resolution, an application should be filed listing the exemption criteria met, in lieu of the information requirements listed below. This level of detailed information is not required from individual lots that disturb or impact less than 1 acre of land that are developed within a larger permitted project site. Review and acceptance of such lots is covered under Section 6.04 of this Article.

The different elements of a permit submittal for a Stormwater Plan approval include a Draft Notice of Intent (NOI) through IDEM's Regulatory ePortal, construction plans, a stormwater drainage technical report, a stormwater pollution prevention plan for active construction sites, a post-construction stormwater pollution prevention plan, and any other necessary supporting information. In addition, an updated NOI along with proof of publication of a public notice will need to be submitted directly to IDEM, with a copy provided to the City. All plans, reports, calculations, and narratives shall be signed and sealed by a professional engineer or a licensed Engineer, registered in the State of Indiana.

A. Draft Notice of Intent

The NOI is a standard form developed by the Indiana Department of Environmental Management which requires general project information that has now been converted to an online system through IDEM's Regulatory ePortal process. As part of the City development permit application package, proof of the draft online Regulatory ePortal application shall be provided to the City at the time of application.

Digital proof of IDEM's acceptance of this final NOI, will need to be submitted prior to the stormwater management permit being granted and at least 48 hours prior to commencement of construction. The publication must include the following language:

“(Company name, address) is submitting an NOI letter to notify the City of Fishers and the Indiana Department of Environmental Management of our intent to comply with the requirements of the City of Fishers Stormwater Management Resolution, as well as the requirements of 327 IAC 15-5 and 327 IAC 15-13, to discharge stormwater from construction activities for the following project: (name of the construction project, address of the location of the construction project, and Parcel Identification Number). Runoff from the project site will discharge to (stream(s) receiving the discharge(s)).”

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B. Construction Plans

Construction plans with a scale of 1 inch = 20 feet, 30 feet, 40 feet, 50 feet, or 60 feet and an accompanying narrative report shall describe and depict the existing and proposed conditions. This must be submitted in digital format acceptable to the City. Note that in order to gain an understanding of and to evaluate the relationship between the proposed improvements for a specific project section/phase and the proposed improvements for an overall multi-section (phased) project, the detailed information requested herein for the first section/phase being permitted must be accompanied by an overall project plan that includes the location, dimensions, and supporting analyses of all detention/retention facilities, primary conveyance facilities, and outlet conditions.

C. Stormwater Drainage Technical Report

A stormwater drainage technical report must contain a discussion of the steps taken in the design of the stormwater drainage system. Note that in order to gain an understanding of and to evaluate the relationship between the proposed improvements for a specific project section/phase and the proposed improvements for an overall multi-section (phased) project, the detailed information requested herein for the first section/phase being permitted must be accompanied by an overall project plan that includes the location, dimensions, and supporting analyses of all detention/retention facilities, primary conveyance facilities, and outlet conditions. The technical report needs to include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications.

D. Stormwater Pollution Prevention Plan for Construction Sites

For sites with total land disturbances of one acre (1) or more, a SWPPP associated with construction activities must be designed to, at least, meet the requirements of this Resolution and must include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications. For land disturbances between 10,000 square feet and less than one (1) acre, appropriate erosion and sediment control measures that are consistent with the Construction Specifications must be designed and shown on the plans.

E. Post-Construction Storm Water Pollution Prevention Plan

For sites with a total disturbance of land of one (1) acre or greater, a post-construction SWPPP must be designed to, at least, meet the requirements of this Resolution and must include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications.

6.04 REVIEW OF INDIVIDUAL LOTS WITHIN A PERMITTED PROJECT

For all individual lots disturbing ground that are developed within a larger permitted project, a formal review and issuance of an Individual Lot Plot Plan Permit including a lot erosion and sediment control plan will be required before a building permit can be issued. All stormwater management measures necessary to comply with this Resolution must be implemented in accordance with the permitted plan for the larger project. See the Construction Specifications for a list of requirements associated with the Individual Lot Plot Plan Permit. The individual lot operator is responsible for installation and maintenance of all erosion and sediment control measures until the site is stabilized.

6.05 CHANGES TO PLANS

Any changes or deviations in the detailed plans and specifications after approval of the applicable development permit shall be filed with, and accepted by, the Director of Engineering and Director of Public Works prior to land development involving the change. Copies of the changes, if accepted, shall be attached to the original plans and specifications.

6.06 FEE STRUCTURE

A. FEE AMOUNT

As a condition of the submittal and the review of development plans by City, the applicant shall agree to pay the City development fees as set by the Fishers City Council, with respect to the review of all drainage submittals, preliminary plans, final plans, construction plans and accompanying information and data, as well as any applicable pre-paid inspection fees.

B. TIME OF PAYMENT

Before the City's approval of plans, the City will furnish a written statement to the applicant specifying the total amount due the City in connection with the review of the applicant's submittals, plans and accompanying information and data, including the amount required to be paid by applicant for review and pre-paid inspection fees.

As a condition of acceptance of final drainage plans by the City, applicant shall pay to the City the sum set forth in said statement. The City may issue such a billing statement before the project advances to the final acceptance stage, and such payment is due by applicant upon receipt of said billing statement regardless of whether the project is advanced to the final acceptance stage.

The Director of Engineering shall have the right to not accept the drainage improvements or to not accept the advancement of any project for which the applicable fees have not been paid.

C. METHOD OF PAYMENT

Fees shall be paid by one of the following methods:

- Certified Check
- Cashier's Check
- Money Order
- Credit Card
- Such other methods as may be agreed in writing by the Director of Engineering

All checks shall be made payable to the: City of Fishers
1 Municipal Drive Fishers,
Indiana 46038

D. REFUND OF PAYMENT

Fees are refundable or may be waived **only** if the Director of Engineering determines that compliance by the development to this Resolution is not necessary.

6.07 REQUIRED ASSURANCES

As a condition of approval and issuance of the permit, the Director of Engineering shall require the applicant to provide assurance in the form of an irrevocable letter of credit, a performance bond, or such other instrument or method of security acceptable in writing by the Director of Engineering when the stormwater management plan has been accepted, all applicable fees paid, and before construction begins. Said assurance will guarantee a good faith execution of the stormwater drainage plan, the stormwater pollution prevention plan, the stormwater quality management plan, and any permit conditions. The assurance shall be for an amount equal to at least 125 percent of the total costs of all stormwater management measures for the entire project. The abovementioned costs shall be based on an estimate as prepared by a professional engineer or land surveyor registered in the State of Indiana, or contractor contracted by the developer. Said costs shall be for the installation and ongoing monitoring and maintenance of erosion control measures and the construction and ongoing monitoring and maintenance of storm drainage infrastructure, detention/retention facilities, and stormwater quality BMPs, as regulated under this Resolution, until the construction is completed, site is stabilized, and as-built plans are accepted by the Director of Engineering. Assurances shall be for a minimum of \$5,000. Local governmental jurisdictions may require additional performance and/or maintenance assurances. The intent of this assurance is not only to complete the installation of storm drain infrastructure for the project, but also to assure that adequate stormwater pollution prevention measures are properly installed and maintained. If adequate assurances are set aside by the project site owner for the overall project per Section 10.2.8, Construction Surety, in the Unified Development Ordinance, as amended, proof of total assurance can be submitted in place of an individual stormwater assurance.

In the absolute discretion of the Director of Engineering the applicant may be allowed to pay a cash amount to the City in lieu thereof equivalent to the amount of the premium which would be paid by said applicant if it were to obtain a performance bond. Conditions governing the exercise of discretion by the Director of Engineering shall include but not be necessarily limited to the following:

- (a) The general credit worthiness of the applicant seeking such alternative form of payment.
- (b) The nature of the proposed improvement.
- (c) The reputation and history involving the applicant seeking such alternative form of payment.
- (d) Such other underwriting standards as may be appropriate under the circumstances.

6.08 TERMS AND CONDITIONS OF PERMITS

In granting a stormwater management permit, the Director of Engineering or Director of Public Works may impose such terms and conditions as are reasonably necessary to meet the purposes of this Resolution. The project site owner shall insure compliance with such terms and conditions. Non-compliance with the terms and conditions of permits will be subject to enforcement as set forth in Section 53.99 of the Fishers Code of Ordinances.

The project site owner shall inform all general contractors, construction management firms, grading or excavating contractors, utility contractors, and the contractors that have primary oversight on individual building lots of the terms and conditions of the stormwater management permit and the schedule for proposed implementation.

It is the intent of this Resolution to direct the community's physical growth away from sensitive areas and towards areas that can support it without compromising water quality. In the event that a project site is determined to impact or discharge to a Sensitive Area or is located in an Impact Drainage Area, the Director of Engineering or Director of Public Works may require more stringent stormwater quantity and quality measures than detailed in this Resolution or in the latest edition of the *Indiana Stormwater Quality Manual*.

Fishers Stormwater Management Resolution

A. Determination of Sensitive Areas

Sensitive Areas include highly erodible soils, wetlands, threatened or endangered species habitat, outstanding waters, impaired waters, recreational waters, and surface drinking water sources. Any discharge from a stormwater practice that is a Class V injection well shall meet the Indiana groundwater quality standards. If wetlands are suspected on a site, wetland delineation shall be completed in accordance with the methodology established by the U.S. Army Corps of Engineers (COE) and the wetland addressed in accordance with the COE and IDEM requirements. If the presence of threatened or endangered species habitat is suspected on a site, the site must be evaluated and inspected by a professional experienced in such and the results reported to the Director of Public Works. Special terms and conditions for development determined to impact or discharge to any Sensitive Area shall be included in the stormwater management permit.

B. Determination of Impact Drainage Areas

The following areas shall be designated as Impact Drainage Areas, unless good reason for not including them is presented to the Director of Engineering or Director of Public Works.

- i. A floodway or floodplain as designated by the most updated City of Fishers Unified Development Ordinance sections regulating floodplain.
- ii. Land within 75 feet of each bank of any ditch within the Hamilton County Regulated Drainage System.
- iii. Land within 75 feet of the centerline of any drain tile or enclosed conduit within the Hamilton County Regulated Drainage System.

The City of Fishers City Council or Mayor is authorized, but is not required, to classify certain additional geographical areas as Impact Drainage Areas. In determining Impact Drainage Areas, the City of Fishers City Council or Mayor shall consider such factors as land use, topography, soil type, capacity of existing drains, and distance from adequate drainage facility.

Land that does not have an adequate outlet, taking into consideration the capacity and depth of the outlet, may be designated as an Impact Drainage Area by the City of Fishers City Council or Mayor. Special terms and conditions for development within any Impact Drainage Area shall be included in the stormwater management permit.

6.09 CERTIFICATION OF AS-BUILT PLANS

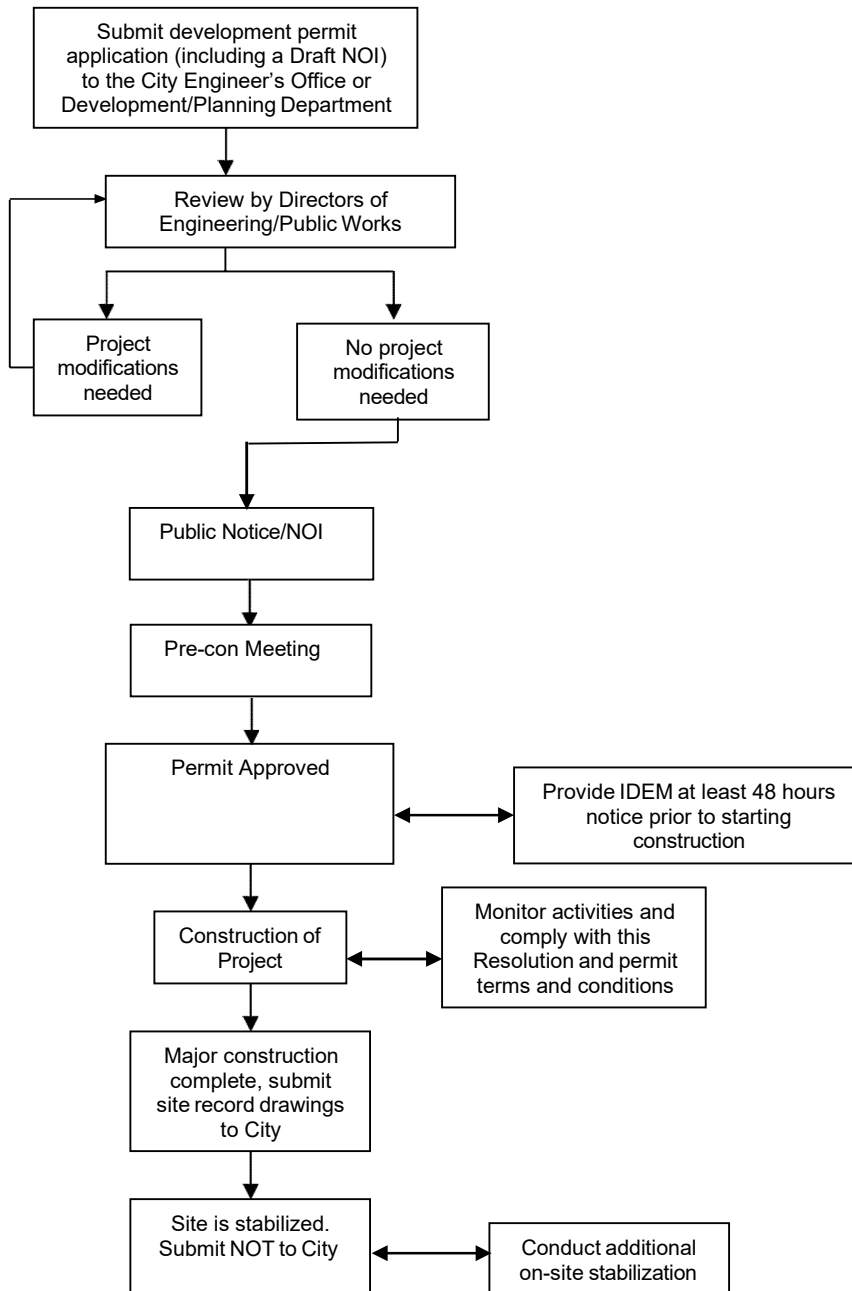
After completion of construction of the project and before final project acceptance of the stormwater management plan (the issuance of a “verified” NOT), a professionally prepared and certified ‘as-built’ set of plans (record drawings) by a Professional Engineer or licensed Land Surveyor registered in the State of Indiana shall be submitted to the City for review. A digital copy of the ‘as-built’ plans (record drawings) as well as finalized digital versions of all analyses, models, manuals, and reports that are consistent with the as-built conditions are required to be submitted in a format accepted by the Director of Engineering. These as-built plans shall include all pertinent data relevant to the completed storm drainage system and stormwater management facilities, and shall be in accordance with the City of Fishers Digital Record Drawing Submittal Requirements.

The property owner, developer, or contractor shall be required to file a three-year maintenance bond or other acceptable guarantee with the Director of Engineering, prior to final project acceptance (the issuance of a “verified” NOT), in an amount not to exceed twenty percent (20%) of the cost of the stormwater drainage system to be dedicated to the City, and in a form satisfactory to the City attorney in order to assure that such stormwater system installation was done according to standards of good workmanship, that the materials used in the construction and installation were of good quality and construction, and that such project was done in accordance with the accepted plans, and this Resolution. The maintenance bond or other acceptable guarantee shall be in effect for a period of three years after the date of the final project acceptance by the Director of Engineering.

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To verify that all enclosed drains are functioning properly, visual recordings (via closed circuit television) of such tile drains may be required by the Director of Engineering, once following the completion of installation (including the installation of all utility mains) and the second time before release of maintenance bonds. These visual recordings will be scheduled by the Director of Engineering and paid for by the developer. Notices shall be provided to the Director of Engineering within 72 hours following the completion of installation and again at least 60 days prior to the expiration date of the maintenance bond so that the noted recordings may be scheduled. Reports summarizing the results of the noted visual recordings shall be reviewed and accepted by the Director of Engineering before the performance surety is released by the City and again before maintenance bond would be recommended to be released.

Figure 6-1: Permit Approval Process





ARTICLE SEVEN

ENFORCEMENT

7.01 COMPLIANCE WITH THIS RESOLUTION

In addition to the requirements of this Resolution, compliance with all applicable ordinances, resolutions and standards of the City as well as with applicable Federal, State of Indiana, and other Local statutes and regulations shall also be required. Unless otherwise stated, all other specifications referred to in this Resolution shall be the most recent edition available. Violations of the requirements of this Resolution are subject to the penalties set forth in Section 53.99 of the Fishers Code of Ordinances.



ARTICLE EIGHT

ABBREVIATIONS AND DEFINITIONS

8.01 ABBREVIATIONS

BMP	Best Management Practice
COE	United States Army Corps of Engineers
CSGP	Construction Stormwater General Permit
CWA	Clean Water Act
EPA	Environmental Protection Agency
GIS	Geographical Information System
IDEM	Indiana Department of Environmental Management
MS4	Municipal Separate Storm Sewer System
NOI	Notice of Intent
NOT	Notice of Termination
NRCS	USDA-Natural Resources Conservation Service
NPDES	National Pollution Discharge Elimination System
POTW	Publicly Owned Treatment Works
SWCD	Soil and Water Conservation District
SWPPP	Stormwater Pollution Prevention Plan
USDA	United States Department of Agriculture
USFWS	United States Fish and Wildlife Service

8.02 DEFINITIONS

Agricultural land-disturbing activity. Tillage, planting, cultivation, or harvesting operations for the production of agricultural or nursery vegetative crops. The term also includes pasture renovation and establishment, the construction of agricultural conservation practices, and the installation and maintenance of agricultural drainage tile. For purposes of this rule, the term does not include land-disturbing activities for the construction of agricultural related facilities, such as barns, buildings to house livestock, roads associated with infrastructure, agricultural waste lagoons and facilities, lakes and ponds, wetlands; and other infrastructure.

Base Flow. Stream discharge derived from groundwater sources as differentiated from surface runoff. Sometimes considered to include flows from regulated lakes or reservoirs.

Best Management Practices. Design, construction, and maintenance practices and criteria for stormwater facilities that minimize the impact of stormwater runoff rates and volumes, prevent erosion, and capture pollutants.

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Buffer Strip. An existing, variable width strip of vegetated land intended to protect water quality and habitat.

Capacity (of a Storm Drainage Facility). The maximum flow that can be conveyed or stored by a storm drainage facility without causing damage to public or private property.

Catch Basin. A chamber usually built at the curb line of a street for the admission of surface water to a storm drain or subdrain, having at its base a sediment sump designed to retain grit and detritus below the point of overflow.

Channel. A portion of a natural or artificial watercourse which periodically or continuously contains moving water, or which forms a connecting link between two bodies of water. It has a defined bed and banks which serve to confine the water.

Comprehensive Stormwater Management. A comprehensive stormwater program for effective management of stormwater quantity and quality throughout the community.

Constructed Wetland. A manmade shallow pool that creates growing conditions suitable for wetland vegetation and is designed to maximize pollutant removal.

Construction activity. Land-disturbing activities, and land-disturbing activities associated with the construction of infrastructure and structures. This term does not include routine ditch or road maintenance or minor landscaping projects.

Construction site access. A stabilized stone surface at all points of ingress or egress to a project site, for the purpose of capturing and detaining sediment carried by tires of vehicles or other equipment entering or exiting the project site.

Construction Specifications. Refers to the City of Fishers Construction Specifications and Technical Standards.

Contiguous. Adjoining or in actual contact with.

Contour. An imaginary line on the surface of the earth connecting points of the same elevation.

Contour Line. Line on a map which represents a contour or points of equal elevation.

Contractor or subcontractor. An individual or company hired by the project site or individual lot owner, their agent, or the individual lot operator to perform services on the project site.

Conveyance. Any structural method for transferring stormwater between at least two points. The term includes piping, ditches, swales, curbs, gutters, catch basins, channels, storm drains, and roadways.

Cross-Section. A graph or plot of ground elevation across a stream valley or a portion of it, usually along a line perpendicular to the stream or direction of flow.

Culvert. A closed conduit used for the conveyance of surface drainage water under a roadway, railroad, canal or other impediment.

Dechlorinated swimming pool discharge. Chlorinated water that has either sat idle for seven (7) days following chlorination prior to discharge to the MS4 conveyance, or, by analysis, does not contain detectable concentrations (less than five-hundredths (0.05) milligram per liter) of chlorinated residual.

Design Storm. A selected storm event, described in terms of the probability of occurring once within a given number of years, for which drainage or flood control improvements are designed and built.

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Detention. Managing stormwater runoff by temporary holding and controlled release.

Detention Basin. A facility constructed or modified to restrict the flow of storm water to a prescribed maximum rate, and to detain concurrently the excess waters that accumulate behind the outlet.

Detention Storage. The temporary detaining of storage of stormwater in storage facilities, on rooftops, in streets, parking lots, school yards, parks, open spaces or other areas under predetermined and controlled conditions, with the rate of release regulated by appropriately installed devices.

Detention Time. The theoretical time required to displace the contents of a tank or unit at a given rate of discharge (volume divided by rate of discharge).

Detritus. Dead or decaying organic matter; generally contributed to stormwater as fallen leaves and sticks or as dead aquatic organisms.

Developer. Any person financially responsible for construction activity, or an owner of property who sells or leases, or offers for sale or lease, any lots in a subdivision.

Development. Any man-made change to improved or unimproved real estate including but not limited to:

1. Construction, reconstruction, or placement of a building or any addition to a building;
2. Installing a manufactured home on a site, preparing a site for a manufactured home, or installing a recreational vehicle on a site;
3. for more than hundred eighty (180) days;
4. Installing utilities, construction of walls, construction of roads, or similar projects;
5. Construction of flood control structures such as levees, dikes, dams, or channel improvements;
6. Mining, dredging, filling, grading, excavation, clearing, deforestation, or drilling operations;
7. Construction or reconstruction of bridges or culverts;
8. Storage of materials; or
9. Any other activity that might change the direction, height, or velocity of flood or surface waters.

"Development" does not include activities such as the maintenance of existing buildings and facilities such as painting, re-roofing, resurfacing roads, or gardening, plowing and similar agricultural practices that do not involve filling, grading, excavation, or the construction of permanent buildings.

Discharge. Usually the rate of water flow. A volume of fluid passing a point per unit time commonly expressed as cubic feet per second, cubic meters per second, gallons per minute, or millions of gallons per day.

Disposal. The discharge, deposit, injection, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that the solid waste or hazardous waste, or any constituent of the waste, may enter the environment, be emitted into the air, or be discharged into any waters, including ground waters.

Ditch. A man-made, open watercourse in or into which excess surface water or groundwater drained from land, stormwater runoff, or floodwaters flow either continuously or intermittently.

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Drain. A buried slotted or perforated pipe or other conduit (subsurface drain) or a ditch (open drain) for carrying off surplus groundwater or surface water.

Drainage. The removal of excess surface water or groundwater from land by means of ditches or subsurface drains. Also see Natural drainage.

Drainage Area. The area draining into a stream at a given point. It may be of different sizes for surface runoff, subsurface flow and base flow, but generally the surface runoff area is considered as the drainage area.

Dry Well. A type of infiltration practice that allows stormwater runoff to flow directly into the ground via a bored or otherwise excavated opening in the ground surface.

Duration. The time period of a rainfall event.

Environment. The sum total of all the external conditions that may act upon a living organism or community to influence its development or existence.

Erodibility Index (EI). The soil erodibility index (EI) provides a numerical expression of the potential for a soil to erode considering the physical and chemical properties of the soil and the climatic conditions where it is located. The higher the index, the greater the investment needed to maintain the sustainability of the soil resource base if intensively cropped. It is defined to be the maximum of $(R \times K \times LS)/T$ (from the Universal Soil Loss Equation) and $(C \times I)/T$ (from the Wind Erosion Equation), where R is a measure of rainfall and runoff, K is a factor of the susceptibility of the soil to water erosion, LS is a measure of the combined effects of slope length and steepness, C is a climatic characterization of windspeed and surface soil moisture and I is a measure of the susceptibility of the soil to wind erosion. Erodibility Index scores equal to or greater than 8 are considered highly erodible land.

Erosion. The wearing away of the land surface by water, wind, ice, gravity, or other geological agents. The following terms are used to describe different types of water erosion:

- *Accelerated erosion*--Erosion much more rapid than normal or geologic erosion, primarily as a result of the activities of man.
- *Channel erosion* --An erosion process whereby the volume and velocity of flow wears away the bed and/or banks of a well-defined channel.
- *Gully erosion* --An erosion process whereby runoff water accumulates in narrow channels and, over relatively short periods, removes the soil to considerable depths, ranging from 1-2 ft. to as much as 75-100 ft.
- *Rill erosion*--An erosion process in which numerous small channels only several inches deep are formed; occurs mainly on recently disturbed and exposed soils (see Rill).
- *Splash erosion*--The spattering of small soil particles caused by the impact of raindrops on wet soils; the loosened and spattered particles may or may not be subsequently removed by surface runoff.
- *Sheet erosion*--The gradual removal of a fairly uniform layer of soil from the land surface by runoff water.

Erosion and sediment control. A practice, or a combination of practices, to minimize sedimentation by first reducing or eliminating erosion at the source and then as necessary, trapping sediment to prevent it from being discharged from or within a project site.

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Fill Material. Any material used for primary purpose of replacing a wetland area with dry land or of changing the bottom elevation of a wetland or a waterbody. This definition shall be considered to be automatically amended to conform with the definition of fill material established from time to time by the United States of America or United States Army Corps of Engineers.

Filter Strip. Usually a long, relatively narrow area (usually, 20-75 feet wide) of undisturbed or planted vegetation used near disturbed or impervious surfaces to filter stormwater pollutants for the protection of watercourses, reservoirs, or adjacent properties.

Floatable. Any solid waste that will float on the surface of the water.

Flood (or Flood Waters). A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.

Floodplain. The channel proper and the areas adjoining the channel which have been or hereafter may be covered by the regulatory or 100-year flood. Any normally dry land area that is susceptible to being inundated by water from any natural source. The floodplain includes both the floodway and the floodway fringe districts.

Floodway. The channel of a river or stream and those portions of the floodplains adjoining the channel which are reasonably required to efficiently carry and discharge the peak flow of the regulatory flood of any river or stream.

Floodway Fringe. That portion of the flood plain lying outside the floodway, which is inundated by the regulatory flood.

Footing Drain. A drain pipe installed around the exterior of a basement wall foundation to relieve water pressure caused by high groundwater elevation.

Garbage. All putrescible animal solid, vegetable solid, and semisolid wastes resulting from the processing, handling, preparation, cooking, serving, or consumption of food or food materials.

Gasoline outlet. An operating gasoline or diesel fueling facility whose primary function is the resale of fuels. The term applies to facilities that create five thousand (5,000) or more square feet of impervious surfaces, or generate an average daily traffic count of one hundred (100) vehicles per one thousand (1,000) square feet of land area.

Geographical Information System. A computer system capable of assembling, storing, manipulation, and displaying geographically referenced information. This technology can be used for resource management and development planning.

Grade. (1) The inclination or slope of a channel, canal, conduit, etc., or natural ground surface usually expressed in terms of the percentage the vertical rise (or fall) bears to the corresponding horizontal distance. (2) The finished surface of a canal bed, roadbed, top of embankment, or bottom of excavation; any surface prepared to a design elevation for the support of construction, such as paving or the laying of a conduit. (3) To finish the surface of a canal bed, roadbed, top of embankment, or bottom of excavation, or other land area to a smooth, even condition.

Grading. The cutting and filling of the land surface to a desired slope or elevation.

Grass. A member of the botanical family Graminae, characterized by blade-like leaves that originate as a sheath wrapped around the stem.

Groundwater. Accumulation of underground water, natural or artificial. The term does not include manmade underground storage or conveyance structures.

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Habitat. The environment in which the life needs of a plant or animal are supplied.

Highly Erodible Land (HEL). Land that has an erodibility index of eight or more.

Hydrologic Unit Code. A numeric United States Geologic Survey code that corresponds to a watershed area. Each area also has a text description associated with the numeric code.

Hydrology. The science of the behavior of water in the atmosphere, on the surface of the earth, and underground. A typical hydrologic study is undertaken to compute flow rates associated with specified flood events.

Illicit Discharge. Any discharge to a conveyance that is not composed entirely of stormwater except naturally occurring floatables, such as leaves or tree limbs.

Impaired Waters. Waters that do not or are not expected to meet applicable water quality standards, as included on IDEM's CWA Section 303(d) List of Impaired Waters.

Impervious surface. Surfaces, such as pavement and rooftops, which prevent the infiltration of stormwater into the soil.

Individual building lot. A single parcel of land within a multi-parcel development.

Individual lot operator. A contractor or subcontractor working on an individual lot.

Individual lot owner. A person who has financial control of construction activities for an individual lot.

Infiltration. Passage or movement of water into the soil. Infiltration practices include any structural BMP designed to facilitate the percolation of run-off through the soil to groundwater. Examples include infiltration basins or trenches, dry wells, and porous pavement.

Inlet. An opening into a stormwater drainage system for the entrance of surface storm water runoff, more completely described as a storm drain inlet.

Land-disturbing Activity. Any man-made change of the land surface, including removing vegetative cover that exposes the underlying soil, excavating, filling, transporting and grading.

Land Engineer. A person licensed under the laws of the State of Indiana to practice land surveying.

Larger common plan of development or sale. A plan, undertaken by a single project site owner or a group of project site owners acting in concert, to offer lots for sale or lease; where such land is contiguous, or is known, designated, purchased or advertised as a common unit or by a common name, such land shall be presumed as being offered for sale or lease as part of a larger common plan. The term also includes phased or other construction activity by a single entity for its own use.

Lowest Adjacent Grade. The elevation of the lowest grade adjacent (abutting) to a structure, where the soil meets the foundation around the outside of the structure (including structural members such as basement walkout, patios, decks, porches, support posts or piers, and rim of the window well).

Lowest Floor. Refers to the lowest of the following:

1. The top of the basement floor;
2. The top of the garage floor, if the garage is the lowest level of the building;

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3. The top of the first floor of buildings constructed on a slab or of buildings elevated on pilings or constructed on a crawl space with permanent openings; or
4. The top of the floor level of any enclosure below an elevated building where the walls of the enclosure provide any resistance to the flow of flood waters unless:
 - a] The walls are designed to automatically equalize the hydrostatic flood forces on the walls by allowing for the entry and exit of flood waters, by providing a minimum of two opening (in addition to doorways and windows) having a total area of one (1) square foot for every two (2) square feet of enclosed area subject to flooding. The bottom of all such openings shall be no higher than one (1) foot above grade.
 - b] Such enclosed space shall be usable only for the parking of vehicles or building access.

Manhole. Storm drain structure through which a person may enter to gain access to an underground storm drain or enclosed structure.

Measurable storm event. A precipitation event that results in a total measured precipitation accumulation equal to, or greater than, one-half (0.5) inch of rainfall.

Mulch. A natural or artificial layer of plant residue or other materials covering the land surface which conserves moisture, holds soil in place, aids in establishing plant cover, and minimizes temperature fluctuations.

Municipal Separate Storm Sewer System. An MS4 meets all the following criteria: (1) is a conveyance or system of conveyances owned by the state, county, city, town, or other public entity; (2) discharges to waters of the U.S.; (3) is designed or used for collecting or conveying stormwater; (4) is not a combined sewer; and, (5) is not part of a Publicly Owned Treatment Works (POTW).

Refueling area. An operating gasoline or diesel fueling area whose primary function is to provide fuel to equipment or vehicles.

National Pollution Discharge Elimination System. A permit developed by the U.S. EPA through the Clean Water Act. In Indiana, the permitting process has been delegated to IDEM. This permit covers aspects of municipal stormwater quality.

Natural Drainage. The flow patterns of stormwater run-off over the land in its pre-development state.

Nutrient(s). (1) A substance necessary for the growth and reproduction of organisms. (2) In water, those substances (chiefly nitrates and phosphates) that promote growth of algae and bacteria.

Open Drain. A natural watercourse or constructed open channel that conveys drainage water.

Open Space. Any land area devoid of any disturbed or impervious surfaces created by industrial, commercial, residential, agricultural, or other manmade activities.

Outfall. The point, location, or structure where a pipe or open drain discharges to a receiving body of water.

Outlet. The point of water disposal from a stream, river, lake, tidewater, or artificial drain.

Peak Discharge (or Peak Flow). The maximum instantaneous flow from a given storm condition at a specific location.

Percolation. The movement of water through soil.

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Permanent stabilization. The establishment, at a uniform density of seventy percent (70%) across the disturbed area, of vegetative cover or permanent non-erosive material that will ensure the resistance of the soil to erosion, sliding, or other movement.

Pervious. Allowing movement of water.

Point Source. Any discernible, confined, and discrete conveyance including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, or container from which pollutants are or maybe discharged (P.L. 92-500, Section 502[14]).

Porous pavement. A type of infiltration practice to improve the quality and reduce the quantity of storm water run-off via the use of manmade, pervious pavement which allows run-off to percolate through the pavement and into underlying soils

Professional Engineer. A person licensed under the laws of the State of Indiana to practice professional engineering.

Project site. The entire area on which construction activity is to be performed.

Project site owner. The person required to submit a stormwater permit application, and required to comply with the terms of this resolution, including a developer or a person who has financial and operational control of construction activities, and project plans and specifications, including the ability to make modifications to those plans and specifications.

Rain garden. A vegetative practice used to alter impervious surfaces, such as roofs, into pervious surfaces for absorption and treatment of rainfall.

Receiving Stream, Receiving Channel, or Receiving Water. The body of water into which runoff or effluent is discharged. The term does not include private drains, unnamed conveyances, retention and detention basins, or constructed wetlands used as treatment.

Recharge. Replenishment of groundwater reservoirs by infiltration and transmission from the outcrop of an aquifer or from permeable soils.

Redevelopment. Alterations of a property that change a site or building in such a way that there is disturbances of one (1) acre or more of land. The term does not include such activities as exterior remodeling.

Regional Pond. A detention/retention basin sized to detain/retain the runoff from the entire watershed, on-site and off-site, tributary to the pond's outlet.

Regulatory Flood. The discharge or elevation associated with the 100-year flood as calculated by a method and procedure which is acceptable to and accepted by the Indiana Department of Natural Resources and the Federal Emergency Management Agency. The "regulatory flood" is also known as the "base flood".

Regulatory Floodway. See Floodway.

Release Rate - The amount of storm water release from a storm water control facility per unit of time.

Reservoir. A natural or artificially created pond, lake or other space used for storage, regulation or control of water. May be either permanent or temporary. The term is also used in the hydrologic modeling of storage facilities.

Retention. The storage of stormwater to prevent it from leaving the development site. May be temporary or permanent.

Fishers Stormwater Management Resolution

Retention basin. A type of storage practice that has no positive outlet, used to retain storm water run-off for an indefinite amount of time. Runoff from this type of basin is removed only by infiltration through a porous bottom or by evaporation.

Return Period - The average interval of time within which a given rainfall event will be equaled or exceeded once. A flood having a return period of 100 years has a one percent probability of being equaled or exceeded in any one year.

Riparian zone. Of, on, or pertaining to the banks of a stream, river, or pond.

Riparian habitat. A land area adjacent to a waterbody that supports animal and plant life associated with that waterbody.

Runoff. That portion of precipitation that flows from a drainage area on the land surface, in open channels, or in stormwater conveyance systems.

Runoff Coefficient - A decimal fraction relating the amount of rain which appears as runoff and reaches the stormwater drainage system to the total amount of rain falling. A coefficient of 0.5 implies that 50 percent of the rain falling on a given surface appears as storm water runoff.

Sediment. Solid material (both mineral and organic) that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface.

Sedimentation. The process that deposits soils, debris and other unconsolidated materials either on the ground surfaces or in bodies of water or watercourses.

Sensitive Water. A waterbody in need of priority protection or remediation based on its:
providing habitat for threatened or endangered species,
usage as a public water supply intake,
relevant community value,
usage for full body contact recreation,
exceptional use classification as found in 327 IAC 2-1-11(b), outstanding State resource water
classification as found in 327 IAC 2-1-2(3) and 327 IAC 2-1.5-19(b).

Site. The entire area included in the legal description of the land on which land-disturbing activity is to be performed.

Slope. Degree of deviation of a surface from the horizontal, measured as a numerical ratio or percent. Expressed as a ratio, the first number is commonly the horizontal distance (run) and the second is the vertical distance (rise)--e.g., 2:1. However, the preferred method for designation of slopes is to clearly identify the horizontal (H) and vertical (V) components (length (L) and Width (W) components for horizontal angles). Also note that according to international standards (Metric), the slopes are presented as the vertical or width component shown on the numerator--e.g., 1V:2H. Slope expressions in this Resolution follow the common presentation of slopes--e.g., 2:1 with the metric presentation shown in parenthesis--e.g., (1V:2H). Slopes can also be expressed in "percents". Slopes given in percents are always expressed as $(100 \times V/H)$ --e.g., a 2:1 (1V:2H) slope is a 50% slope.

Soil. The unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of land plants.

Soil and Water Conservation District. A public organization created under State law as a special-purpose district to develop and carry out a program of soil, water, and related resource conservation, use, and development within its boundaries. A subdivision of State government with a local governing body, established under IC 14-32.

Fishers Stormwater Management Resolution

Solid Waste. Any garbage, refuse, debris, or other discarded material.

Spill. The unexpected, unintended, abnormal, or unapproved dumping, leakage, drainage, seepage, discharge, or other loss of petroleum, hazardous substances, extremely hazardous substances, or objectionable substances. The term does not include releases to impervious surfaces when the substance does not migrate off the surface or penetrate the surface and enter the soil.

Storm Duration. The length of time that water may be stored in any stormwater control facility, computed from the time water first begins to be stored.

Storm Event. An estimate of the expected amount of precipitation within a given period of time. For example, a 10-yr. frequency, 24-hr. duration storm event is a storm that has a 10% probability of occurring in any one year. Precipitation is measured over a 24-hr. period.

Storm Sewer. A closed conduit for conveying collected storm water, while excluding sewage and industrial wastes. Also called a storm drain.

Stormwater. Water resulting from rain, melting or melted snow, hail, or sleet.

Stormwater Pollution Prevention Plan or SWPPP. A plan developed to minimize the impact of storm water pollutants resulting from construction activities.

Stormwater Runoff. The water derived from rains falling within a tributary basin, flowing over the surface of the ground or collected in channels or conduits.

Stormwater Quality Management Plan. A comprehensive written document that addresses stormwater runoff quality.

Stormwater Quality Measure. A practice, or a combination of practices, to control or minimize pollutants associated with storm water runoff.

Stormwater Drainage System - All means, natural or man-made, used for conducting storm water to, through or from a drainage area to any of the following: conduits and appurtenant features, canals, channels, ditches, storage facilities, swales, streams, culverts, streets and pumping stations.

Strip development. A multi-lot project where building lots front on an existing road.

Subdivision. Any land that is divided or proposed to be divided into lots, whether contiguous or subject to zoning requirements, for the purpose of sale or lease as part of a larger common plan of development or sale.

Subsurface Drain. A pervious backfill trench, usually containing stone and perforated pipe, for intercepting groundwater or seepage.

Surface Runoff. Precipitation that flows onto the surfaces of roofs, streets, the ground, etc., and is not absorbed or retained by that surface but collects and runs off.

Swale. An elongated depression in the land surface that is at least seasonally wet, is usually heavily vegetated, and is normally without flowing water. Swales conduct stormwater into primary drainage channels and may provide some groundwater recharge.

Temporary Stabilization. The covering of soil to ensure its resistance to erosion, sliding, or other movement. The term includes vegetative cover, anchored mulch, or other non-erosive material applied at a uniform density of seventy percent (70%) across the disturbed area.

Fishers Stormwater Management Resolution

Tile Drain. Pipe made of perforated plastic, burned clay, concrete, or similar material, laid to a designed grade and depth, to collect and carry excess water from the soil.

Timber Harvesting. Cutting tree branches and trunks for commercial purposes without disturbing the root system.

Topographic Map. Graphical portrayal of the topographic features of a land area, showing both the horizontal distances between the features and their elevations above a given datum.

Topography. The representation of a portion of the earth's surface showing natural and man-made features of a give locality such as rivers, streams, ditches, lakes, roads, buildings and most importantly, variations in ground elevations for the terrain of the area.

Trained individual. An individual who is trained and experienced in the principles of storm water management, including erosion and sediment control as may be demonstrated by state registration, professional certification, experience, or completion of coursework that enable the individual to make judgments regarding storm water control or treatment and monitoring.

Urban Drain. A drain defined as “Urban Drain” in Indiana Drainage Code.

Urbanization The development, change or improvement of any parcel of land consisting of one or more lots for residential, commercial, industrial, institutional, recreational or public utility purposes.

Vegetated swale. A type of vegetative practice used to filter stormwater runoff via a vegetated, shallow-channel conveyance.

Water Quality. A term used to describe the chemical, physical, and biological characteristics of water, usually in respect to its suitability for a particular purpose.

Water Resources. The supply of groundwater and surface water in a given area.

Waterbody. Any accumulation of water, surface, or underground, natural or artificial, excluding water features designed and designated as water pollution control facilities.

Watercourse. Any river, stream, creek, brook, branch, natural or man-made drainageway in or into which stormwater runoff or floodwaters flow either continuously or intermittently.

Watershed. The region drained by or contributing water to a specific point that could be along a stream, lake or other stormwater facilities. Watersheds are often broken down into subareas for the purpose of hydrologic modeling.

Watershed Area. All land and water within the confines of a drainage divide. See also Watershed.

Wetlands. Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. This definition shall be considered to be automatically amended to conform with the definition of a wetlands established from time to time by the United States of America or United States Army Corps of Engineers, or the Indiana Department of Environmental Management.

RESOLUTION NO. R052824

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS AND SAFETY TO AMEND THE STORMWATER STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS

WHEREAS, pursuant to Indiana Code §36-9-23-2, the City of Fishers (“City”) may acquire, construct, improve, operate, and maintain sewage works;

WHEREAS, pursuant to Indiana Code §36-9-23-3, the City of Fishers Board of Public Works and Safety (“Board”) is charged with the supervision and control of the construction, acquisition, improvement, operation, and maintenance of sewage works;

WHEREAS, pursuant to Indiana Code 36-9-23-7, the Board shall adopt rules for the use and operation of the sewage works and of other sewers and drains connected to the works, to the extent that they may affect the operation of the works;

WHEREAS, pursuant to Indiana Code §36-9-6-11, Board may lay out, design, order, contract for, and execute the construction, alteration, and maintenance of all public drains or sewers necessary to carry off the drainage of the City;

WHEREAS, the Town Council of the Town of Fishers adopted Standard Construction Details and Construction Specifications for the purpose of providing a uniform standard for all street and sanitary sewer construction projects located within the jurisdiction of the City of Fishers in January 2006, pursuant to Resolution R050106; amended pursuant to Resolution R081808J on December 1, 2008; amended pursuant to Resolution R110911C on November 9, 2011;

WHEREAS, the Board of Public Works and Safety adopted Standard Construction Details and Specifications for the purpose of providing a uniform standard for all street, sanitary, and stormwater construction projects located within the jurisdiction of the City of Fishers on July 9, 2018 pursuant to Resolution R070918A; amended pursuant to Resolution R011822A on January 18, 2022;

WHEREAS, it is the recommendation of the Director of Engineering for the City of Fishers to amend the Standard Construction Specifications, the Appendix A, Stormwater Technical Standards Manual, and the Appendix B, Standard Construction Details, of the Standard Construction Specifications, in part, and such proposed amendments are attached hereto as “Exhibit A” and incorporated herein;

WHEREAS, upon review and consideration, the Board desires to adopt the proposed amendments to the Standard Construction Specifications, the Appendix A, Stormwater Technical Standards Manual, and the Appendix B, Standard Construction Details, of the Standard Construction Specifications.

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

Section 1. The Board of Public Works & Safety of the City of Fishers hereby adopts the proposed amendments attached hereto as “Exhibit A” to the Standard Construction Specifications of the City of Fishers, which includes Appendix A, Stormwater Technical Standards Manual and Appendix B, Standard Construction Details.

Section 2. This Resolution shall be effective from and upon its adoption and the amendments and/or revisions shall be incorporated into the Standard Construction Specifications of the City of Fishers.

ALL OF WHICH IS SO RESOLVED BY the Board of Public Works & Safety of the City of Fishers, Hamilton County, Indiana this 28th day of May 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



Board Action Form

MEETING DATE	May 28, 2024			
TITLE	Request to Amend the Standard Construction Specifications			
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)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R052824	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	The Standard Construction Specifications have been updated to reflect the requirements of the Construction Stormwater General Permit and Municipal Separate Storm Sewer (MS4) General Permit from the Indiana Department of Environmental Management (IDEM) in addition to other minor storm sewer and street related detail updates and standards. A list of some of the main changes is below: 1. Administrative changes and clarifications 2. Updated dry pond, underground detention, and other BMP standards and design examples/guidance/improvements allowing them to be used as stand-alone BMPs, increasing cost effectiveness and usage 3. Project log and management standards 4. Topsoil and stream buffer preservation and soil compaction minimization standards 5. Sediment basin requirements 6. Allowance for polymers for erosion and sediment control 7. Trench dewatering standards 8. Construction site solid and liquid waste management standards 9. Contractor training updates 10. Stabilization timeline updates 11. Residential lot operator requirements 12. Form and table updates 13. Offsite runoff clarifications 14. Outlet control structure orifice size updates 15. Added Raised Crosswalk detail 16. Added requirement for sight distance exhibits 17. Added temperature requirement for placement of concrete 18. Added maximum timing to place asphalt surface on local streets	
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:	
OPTIONS (Include Deny Approval Option)	1.	Accept the amendment by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Standards should be immediately effective upon adoption.	
STAFF RECOMMENDATION	Staff recommends acceptance of the amendments as presented.	

(Board reserves the right to accept or deny recommendations)	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A (Proposed Standard Construction Specifications) 3. Exhibit B (Current Standard Construction Specifications)

RESOLUTION NO. R070918
A RESOLUTION TO ADOPT THE STORMWATER MANAGEMENT ORDINANCE
AND AMENDMENTS THERETO AND INCOPRORATE INTO THE STORMWATER
MANAGEMENT RESOLUTION

WHEREAS, the Town Council of the Town of Fishers, which transitioned into the City of Fishers on January 1, 2015, pursuant to Indiana law (“Fishers”), adopted a Stormwater Management Ordinance for the purpose of providing authority and title for stormwater management granted to Fishers pursuant to Indiana law and required based on (i) Phase II of the National Pollution Discharge Elimination System program (FR Doc. 99–29181) authorized by the 1972 amendments to the Clean Water Act, (ii) the Indiana Department of Environmental Management’s Rule 13 (327 IAC 15-13), and (iii) the Indiana Department of Environmental Management’s Rule 5 (327 IAC 15-5) for all stormwater management related projects or properties located within the jurisdiction of Fishers in August 2005 as Ordinance 081505, as amended by Ordinance 081808B, August, 2008 (collectively, the “Ordinance”); and

WHEREAS, pursuant to Indiana Code section 36-9-6-1 *et. seq.* and -----, the Board of Public Works & Safety of the City of Fishers (“Board”) has exclusive control over streets, alleys, sewers, public grounds, and other property of the city, and shall keep them in repair and good condition, has custody of and may maintain all real and personal property of Fishers, and serves as the Utility Board for Fishers; and

WHEREAS, the Board now desires to adopt the Ordinance and amendments thereto, as further defined by “Exhibit A”, attached hereto and incorporated herein, and incorporate it into the Stormwater Management Resolution;

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

Section 1. Incorporation. The Board of Public Works and Safety of the City of Fishers hereby incorporates the Ordinance into the Stormwater Management Resolution attached hereto and incorporated herein as “Exhibit A.”

Section 2. Amendments. The Board of Public Works and Safety of the City of Fishers hereby adopts the proposed amendments attached hereto and incorporated herein as “Exhibit A” to the Stormwater Management Resolution of the City of Fishers.

Section 3. This Resolution shall be effective from and upon its adoption and the amendment shall be added to the Stormwater Management Resolution of the City of Fishers.

ALL OF WHICH IS SO RESOLVED BY THE Board of Public Works & Safety of the City of Fishers, Hamilton County, Indiana this 9th day of July, 2018.

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

AYE

NAY

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

ATTEST:  for
Jennifer Kehl, City Clerk

DATE: July 9, 2018

Approved by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana, 1 Municipal Drive Fishers, Indiana 46038.

Approved by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana, 1 Municipal Drive
Fishers, Indiana 46038.

Exhibit A

STORMWATER MANAGEMENT RESOLUTION OF CITY OF FISHERS, INDIANA



Developed by **Christopher B. Burke Engineering, LLC**
Amended 2018



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ARTICLE ONE

GENERAL INFORMATION

1.01 AUTHORITY AND TITLE

This Resolution is adopted in accordance with statutory authority granted to the City of Fishers (the “City”) under “Home Rule”, and further is required by Phase II of the National Pollution Discharge Elimination System program (FR Doc. 99–29181) authorized by the 1972 amendments to the Clean Water Act, the Indiana Department of Environmental Management’s Rule 13 (327 IAC 15-13), and the Indiana Department of Environmental Management’s Rule 5 (327 IAC 15-5). Based on this authority and these requirements, this Resolution regulates:

- A. Discharges of prohibited non-stormwater flows into the stormwater drainage system.
- B. Stormwater drainage improvements related to development of lands located within City of Fishers, Indiana.
- C. Drainage control systems installed during new construction and grading of lots and other parcels of land.
- D. Erosion and sediment control systems installed during new construction and grading of lots and other parcels of land.
- E. The design, construction, and maintenance of stormwater drainage facilities and systems.
- F. The design, construction, and maintenance of stormwater quality facilities and systems.
- G. Land-disturbing activities affecting wetlands.

This Resolution shall be known and may be cited as the City of Fishers Stormwater Management Resolution.

1.02 APPLICABILITY AND EXEMPTIONS

This Resolution shall be applicable to all development and redevelopment occurring within City of Fishers, Indiana per the noted acreage limits within each Article below. No permit shall be issued and no land disturbance started for any construction in a development, as defined in Article 8, until the plans required by this Resolution for such construction have been accepted in writing by the City. With the exception of the requirements of Article Two and Article Six – Section 6.04 of this Resolution, single-family dwelling houses in approved subdivisions, new buildings (or cumulative building additions) with less than 500 square feet of area, and land-disturbing activities affecting less than 10,000 square feet of area shall be exempt from the requirements of this Resolution. Also, exempt from this Resolution shall be the agricultural land-disturbing activities.

In addition to the requirements of this Resolution, compliance with all applicable ordinances of the City as well as with applicable Federal, State of Indiana, and other Local statutes and regulations shall also be required. Unless otherwise stated, all other specifications referred to in this Resolution shall be the most recent edition available. The City government public works projects shall be exempt from obtaining a permit. If the project site is located within a Hamilton County Regulated Drain Watershed, the applicant will need to check with the Hamilton County Surveyor’s Office to learn if additional Surveyor’s Office requirements specific to that regulated drain would apply to the site.

Any construction project which has had its final drainage plan approved by the City within a 2-year period prior to the effective date of this Resolution shall be exempt from all requirements of this Resolution that are in excess of the requirements of ordinances in effect at the time of approval. Such an exemption is not applicable to the requirements detailed in Article 2 of this Resolution.

1.03 PURPOSE

The purpose of this Resolution is to provide for the health, safety, and general welfare of the citizens of the City through the regulation of stormwater and non-stormwater discharges to the storm drainage system and to protect, conserve and promote the orderly development of land and water resources within the City. This Resolution establishes methods for managing the quantity and quality of stormwater entering into the stormwater drainage system in order to comply with State and Federal requirements. The objectives of this Resolution are:

- A. To reduce the hazard to public health and safety caused by excessive stormwater runoff.
- B. To regulate the contribution of pollutants to the stormwater drainage system from construction site runoff.
- C. To regulate the contribution of pollutants to the stormwater drainage system from runoff from new development and re-development.
- D. To prohibit illicit discharges into the stormwater drainage system.
- E. To establish legal authority to carry out all inspection, monitoring, and enforcement procedures necessary to ensure compliance with this Resolution.

As required by Rule 13 (327 IAC 15-13), the requirements of this Resolution are formulated in such a way to promote maximization of open space and minimization of land disturbance and surface imperviousness, where practical, in order to minimize the potential for introduction of pollutants to the City's drainage conveyance system. The requirements of this Resolution are meant to guide the development within the City so that such development does not negatively impact the quality of stormwater.

1.04 ABBREVIATIONS AND DEFINITIONS

For the purpose of this Resolution, the abbreviations and definitions provided in Article 8 shall apply.

1.05 RESPONSIBILITY FOR ADMINISTRATION

The City shall administer, implement, and enforce the provisions of this Resolution through the Department of Public Works. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the City of Fishers Board of Public Works and Safety to qualified persons or entities acting in the beneficial interest of or in the employ of City of Fishers government.

For unique or special cases where a property owner or customer can unequivocally document and demonstrate through appropriate engineering studies that a variance from this Resolution, the Technical Standards or the Construction Specifications, are available, appropriate, and comply with all state and federal laws and/or regulations, the Director of Public Works or the Director of Engineering, upon recommendation of his/her staff, has the authority to allow a variance from the Resolution, Technical Standards or Construction Specifications. If a property owner or customer is denied a variance by the Director of Public Works or the Director of Engineering, the property owner or customer may, within seven (7) days of the denial, notify the Board of Public Works & Safety of its request for a variance and appeal from the Director's decision. The Board of Public Works & Safety shall place the request on its agenda during a regularly scheduled meeting. At that meeting, the Board may hear the property owner or customer and the Director of Public Works, the Director of Engineering or their designee. The Board's decision shall be final.

1.06 CONFLICTING ORDINANCES

The provisions of this Resolution shall be deemed as additional requirements to minimum standards required by other City resolutions, ordinances, or standards, and as supplemental requirements to Indiana's Rule 5 regarding Stormwater Discharge Associated with Construction Activity, (327 IAC 15-5), and Indiana's Rule 13 regarding Stormwater Runoff Associated with Municipal Separate Storm Sewer System Conveyances (327 IAC 15-13). In case of conflicting requirements, the most restrictive shall apply.

1.07 INTERPRETATION

Words and phrases in this Resolution shall be construed according to their common and accepted meanings, except that words and phrases defined in Article 8 shall be construed according to the respective definitions given in that section. Technical words and technical phrases that are not defined in this Resolution but which have acquired particular meanings in law or in technical usage shall be construed according to such meanings.

1.08 SEVERABILITY

The provisions of this Resolution are hereby declared severable, and if any court of competent jurisdiction should declare any part or provision of this Resolution invalid or unenforceable, such invalidity or unenforceability shall not affect any other part or provision of the Resolution.

1.09 EFFECTIVE DATE

This Resolution shall become effective after its final passage, approval, and publication as required by law.

1.10 DISCLAIMER OF LIABILITY

The degree of protection required by this Resolution is considered reasonable for regulatory purposes and is based on historical records, engineering, and scientific methods of study. Larger storms may occur or stormwater runoff amounts and/or stormwater quality may be altered by man-made or natural causes. This Resolution does not imply that land uses permitted will be free from stormwater damage. This Resolution shall not create liability on the part of the City of Fishers, the Fishers City Council, Mayor, Director of Public Works, or any officer, representative, or employee thereof, for any damage which may result from reliance on this Resolution or on any administrative decision lawfully made there under.



ARTICLE TWO

PROHIBITED DISCHARGES AND CONNECTIONS

2.01 APPLICABILITY AND EXEMPTIONS

This Article shall apply to all discharges, including illegal dumping, entering the stormwater drainage system regulated by the City, regardless of whether the discharge originates from developed or undeveloped lands, and regardless of whether the discharge is generated from an active construction site or a stabilized site. These discharges include flows from direct connections to the stormwater drainage system, illegal dumping, and contaminated runoff.

Stormwater runoff from agricultural, timber harvesting, and coal mining activities is exempted from the requirements of this Article unless determined to contain pollutants not associated with such activities or in excess of standard practices. Farm residences are **not** included in this exemption.

Any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that IDEM issues written acceptance for the subject discharge to the stormwater drainage system, is also exempted from this Article.

2.02 PROHIBITED DISCHARGES AND CONNECTIONS

No person shall discharge to a MS4 conveyance, watercourse, or waterbody, directly or indirectly, any substance other than stormwater or an exempted discharge. Any person discharging stormwater shall effectively minimize pollutants from also being discharged with the stormwater, through the use of best management practices ("BMP"s).

The City is authorized to require dischargers to implement pollution prevention measures, utilizing BMPs, necessary to prevent or reduce the discharge of pollutants into City stormwater drainage system.

2.03 EXEMPTED DISCHARGES AND CONNECTIONS

Notwithstanding other requirements in this Resolution, the following categories of non-stormwater discharges or flows are exempted from the requirements of this Article:

- A. Water line flushing;
- B. Landscape irrigation;
- C. Diverted streamflows;
- D. Rising ground waters;
- E. Uncontaminated groundwater infiltration;
- F. Uncontaminated pumped ground water;
- G. Discharges from potable water sources;
- H. Foundation drains;
- I. Air conditioning condensation;
- J. Irrigation water;
- K. Springs;
- L. Water from crawl space pumps;
- M. Footing drains;
- N. Lawn watering;
- O. Individual residential car washing;

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- P. Flows from riparian habitats and wetlands;
- Q. Dechlorinated swimming pool discharges;
- R. Street wash water;
- S. Discharges from firefighting activities;
- T. Naturally introduced detritus (e.g. leaves and twigs).

2.04 STORAGE OF HAZARDOUS OR TOXIC MATERIAL

Storage or stockpiling of hazardous or toxic material within any watercourse, or in its associated floodway or floodplain, is strictly prohibited. Storage or stockpiling of hazardous or toxic material, including sewage treatment plant stockpiles, on active construction sites must include adequate protection and/or containment so as to prevent any such materials from entering any temporary or permanent stormwater conveyance or watercourse.

2.05 PRIVATE PROPERTY MAINTENANCE DUTIES

The City shall have no responsibility for the installation, maintenance and repair of private stormwater facilities or private drainage systems and underdrains associated with rear or side yard swales. Private drains and drainage systems are the responsibility of the property owner on which the private drain or drainage system is located. All costs and expenses incident to the installation and maintenance of the private drain or drainage system shall be borne by the property owner. No unauthorized person shall uncover, make any connection with or open into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining permission from the City by permit.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse located within their property boundaries, free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

2.06 SPILL REPORTING

Any discharger who accidentally discharges into a waterbody any substance other than stormwater or an exempted discharge shall immediately inform the Hamilton County Health Department, Hamilton County Emergency Management Agency, or HAZMAT concerning the discharge. A written report concerning the discharge shall be filed with the City and IDEM, by the dischargers, within five (5) days. The written report shall specify:

- A. The composition of the discharge and the cause thereof;
- B. The date, time, and estimated volume of the discharge;
- C. All measures taken to clean up the accidental discharge, and all measures proposed to be taken to prevent any recurrence;
- D. The name and telephone number of the person making the report, and the name and telephone number of a person who may be contacted for additional information on the matter.

A properly reported accidental discharge shall be an affirmative defense to a civil infraction proceeding brought under this Resolution against a discharger for such discharge. It shall not, however, be a defense to a legal action brought to obtain an injunction, to obtain recovery of costs or to obtain other relief because of or arising out of the discharge. A discharge shall be considered properly reported only if the discharger complies with all the requirements of this section. This requirement does not relieve discharger from notifying other entities as required by other Local, State, and Federal regulations.

2.07 INSPECTIONS AND MONITORING

A. Storm Drainage System

The Director of Public Works has the authority to periodically inspect the portion of the storm drainage system under the City's control, in an effort to detect and eliminate illicit connections and discharges into the system. This inspection will include a screening of discharges from outfalls connected to the system in order to determine if prohibited flows are being conveyed into the storm drainage system. It could also include spot testing of waters contained in the storm drainage system itself to detect the introduction of pollutants into the system by means other than a defined outfall, such as dumping or contaminated sheet runoff.

B. Potential Polluters

If, as a result of the storm drainage system inspection, a discharger is suspected of an illicit discharge, the Director of Public Works may inspect and/or obtain stormwater samples from stormwater runoff facilities of the subject discharger, to determine compliance with the requirements of this Resolution. Upon request, the discharger shall allow the Department of Public Works' identified representative to enter upon the premises of the discharger at all hours necessary for the purposes of such inspection or sampling. The Department of Public Works' identified representative may place on the discharger's property the equipment or devices used for such sampling or inspection. Identified illicit connections or discharges shall be subject to enforcement action as set forth in Section 153.99 of the Fishers' Code of Ordinances.

C. New Development and Re-Development

Following the final completion of construction and the receipt of as-built record drawings by the Director of Engineering, the Director of Engineering and Department of Public Works have the authority to inspect new development and re-development sites to verify that all on-site stormwater conveyances and connections to the storm drainage system are in compliance with this Article.



ARTICLE THREE

STORMWATER QUANTITY MANAGEMENT

3.01 APPLICABILITY AND EXEMPTIONS

The storage and controlled release rate of excess stormwater runoff shall be required for all new business, commercial, institutional, and industrial developments, residential subdivisions, planned development, rural estate subdivisions, and any redevelopment or other new construction located within the City. The Director of Public Works or the Director of Engineering, after thorough investigation and evaluation, may waive the requirement of controlled runoff for minor subdivisions and parcelization.

3.02 POLICY ON STORMWATER QUANTITY MANAGEMENT

It is recognized that most streams and drainage channels serving the City do not have sufficient capacity to receive and convey stormwater runoff resulting from continued urbanization. Accordingly, the storage and controlled release of excess stormwater runoff shall be required for all developments and redevelopments (as defined in Article 8) that disturb one (1) acre or more of land within the City. The maximum allowable release rates are in accordance with the City of Fishers Construction Specifications. However, it is recommended to detain water on all sites that disturb one-half (0.5) acre or more of land to provide enhanced assurances that downstream flooding and creek erosion through channel protection methods can be properly controlled.

3.03 CALCULATIONS AND DESIGN STANDARDS AND SPECIFICATIONS

The calculation methods as well as the type, sizing, and placement of all stormwater facilities shall meet the design criteria, standards, and specifications outlined in the Construction Specifications. The methods and procedures in the Construction Specifications are consistent with the policy stated above.

3.04 DRAINAGE EASEMENT REQUIREMENTS

There shall be no trees or shrubs planted, nor any structures or fences erected, nor any modifications to the swale grade in any drainage easement, unless otherwise accepted by the Director of Public Works by a drainage easement permit. Drainage easements are intended for the periodic or occasional use as conductors for the flow of surface water runoff and shall be maintained in an unobstructed condition by the owners of the properties they cross. The Department of Public Works shall have the right to determine if any obstruction exists, and to require such repair and maintenance by the property owner, as shall be necessary to keep the drainage easement unobstructed. In addition, if City owned dedicated storm sewers exist within the easement that become damaged and/or obstructed by tree roots or other vegetation planted within or outside of the easement, the Department of Public Works shall have the right to require removal of trees or vegetation within or outside of the easement to prevent future damage and/or obstruction from occurring within City storm sewers.

Private property swales and ditches shall be maintained by the property owners. Private driveway drainage culverts shall be maintained by the property owners when they become clogged or cause drainage issues due to lack of maintenance, damage, settlement, erosion, etc. Public right-of-way ditches shall be maintained by the City at the discretion of the Director of Public Works. Roadway ditches exist for both drainage conveyance and detention/water quality storage.

3.05 PLACEMENT OF UTILITIES

No utility company may disturb existing storm management facilities without the consent of the Director of Public Works. All existing drainage facilities shall have senior rights and damage to said facilities shall result in penalties as set forth in Section 153.99 of the Fishers Code of Ordinances.

3.06 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING

After the approval of the development permit by the Director of Engineering and the commencement of construction activities, the Director of Engineering and the Director of Public Works have the authority to conduct inspections of the work being done to ensure full compliance with the provisions of this Article, the Construction Specifications, and the terms and conditions of the approved permit.

The Department of Public Works also has the authority to perform long-term, post-construction inspection of all public or privately owned stormwater quantity facilities. The inspection will cover physical conditions, available storage capacity, and the operational condition of key facility elements. Stormwater quantity facilities shall be maintained in good condition, in accordance with the terms and conditions of the approved stormwater management permit, and shall not be subsequently altered, revised or replaced except in accordance with the approved stormwater permit, or in accordance with approved amendments or revisions to the permit. If deficiencies are found during the inspection, the owner of the facility will be notified by the Department of Public Works and will be required to take all necessary measures to correct such deficiencies. If the owner fails to correct the deficiencies within the allowed time period, as specified in the notification letter, the Department of Public Works can undertake the work and collect from the owner using lien rights if necessary or subject the owner to the penalties set forth in Section 153.99 of the Fishers Code of Ordinances.



ARTICLE FOUR

STORMWATER POLLUTION PREVENTION FOR CONSTRUCTION SITES

4.01 APPLICABILITY AND EXEMPTIONS

The City requires that a Stormwater Pollution Prevention Plan (SWPPP), which includes erosion and sediment control measures and materials handling procedures, to be submitted as part of the construction plans and specifications. Any project located within the City that includes clearing, grading, excavation, and other land-disturbing activities, resulting in the disturbance of or impact on one (1) acre or more of total land area, is subject to the full requirements of this Article. This includes both new development and re-development. This Article also applies to proposed hotspot developments disturbing less than one (1) acre and to disturbances of less than one (1) acre of land that are part of a larger common plan of development or sale if the larger common plan will ultimately disturb one (1) or more acres of land, within the MS4 area. Section 4.03 of this Article provides guidelines for calculating land disturbance. It is also recommended to comply with the full measures of this article down to a threshold of one-half (0.5) acre to provide enhanced assurances to limit off site sedimentation. For sites between 10,000 square feet and less than one (1) acre of disturbance, only a sediment and erosion control plan is required with the appropriate erosion and sediment control measures. A full SWPPP is not required for this threshold.

The requirements under this Article do not apply to the following activities:

- a. agricultural land-disturbing activities; or
- b. timber harvesting activities.

The requirements under this Article do not apply to the following activities, provided other applicable State permits contain provisions requiring immediate implementation of soil erosion control measures:

- a. Landfills that have been issued a certification of closure under 329 IAC 10.
- b. Coal mining activities permitted under IC 14-34.
- c. Municipal solid waste landfills that are accepting waste pursuant to a permit issued by the Indiana Department of Environmental Management under 329 IAC 10 that contains equivalent stormwater requirements, including the expansion of landfill boundaries and construction of new cells either within or outside the original solid waste permit boundary.

For an individual lot where land disturbance is expected to be one (1) acre or more, the individual lot owner must complete their own notice of intent letter, apply for a stormwater permit from the City of Fishers, and ensure that a sufficient construction and stormwater pollution prevention plan is completed and submitted in accordance with Article 6 of this Resolution; regardless of whether the individual lot is part of a larger permitted project site.

An individual lot with land disturbance or impact less than one (1) acre, located within a larger permitted project site, is considered part of the larger permitted project site, and the individual lot operator must comply with the terms and conditions of the stormwater permit approved for the larger project site. The development application for the larger project site must include detailed erosion and sediment control measures for individual lots. In addition, these individual lots are required to submit Individual Lot Plot Plan Permit applications prior to receiving a building permit. Details of the permitting process are contained in Article 6.

It will be the responsibility of the project site owner to complete a development application and ensure that a sufficient construction plan is completed and submitted to the City in accordance with Article 6 of this Resolution. It will be the responsibility of the project site owner and/or permit holder to ensure compliance with this Resolution during the construction activity and implementation of the construction plan, and in following and implementing all best management practices, and to notify the City with a

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sufficient notice of termination letter upon completion of the project and stabilization of the site. However, all persons engaging in construction and land-disturbing activities on a permitted project site meeting the applicability requirements must comply with the requirements of this Article and this Resolution.

4.02 POLICY ON STORMWATER POLLUTION PREVENTION

Effective stormwater pollution prevention on construction sites is dependent on a combination of preventing movement of soil from its original position (erosion control), intercepting displaced soil prior to entering a waterbody (sediment control), and proper on-site materials handling. The developer must submit to the City, a SWPPP with detailed erosion and sediment control plans as well as a narrative describing materials type and specification, handling and storage, and construction sequencing. See the Construction Specifications for a list of requirements that should be considered in the preparation of a SWPPP within the City.

4.03 POLICY FOR CALCULATING LAND DISTURBANCE AREA

In calculating the total area of land disturbance, for the purposes of determining applicability of this Article to the project, the following guidelines should be used:

- A. Off-site construction activities that provide services (for example, road extensions, sewer, water, and other utilities) to a land-disturbing project site, must be considered as a part of the total land disturbance calculation for the project site, when the activity is under the control of the project site owner.
- B. Strip developments will be considered as one (1) project site and must comply with this Article unless the total combined disturbance on all individual lots is less than one (1) acre and is not part of a larger common plan of development or sale.
- C. To determine if multi-lot project sites are regulated by this rule, the area of land disturbance shall be calculated by adding the total area of land disturbance for improvements, such as, roads, utilities, or common areas, and the expected total disturbance on each individual lot, as determined by the following:
 - i. For a single-family residential project site where the lots are one-half (0.5) acre or more, one-half (0.5) acre of land disturbance must be used as the expected lot disturbance.
 - ii. For a single-family residential project site where the lots are less than one half (0.5) acre in size, the total lot must be calculated as being disturbed.
 - iii. To calculate lot disturbance on all other types of projects sites, such as industrial and commercial projects project sites, a minimum of one (1) acre of land disturbance must be used as the expected lot disturbance, unless the lots are less than one (1) acre in size, in which case the total lot must be calculated as being disturbed.

The calculation methods as well as the type, sizing, and placement of all stormwater pollution prevention measures for construction sites shall meet the design criteria, standards, and specifications outlined in the latest editions of the *Indiana Stormwater Quality Manual* and the Construction Specifications . The methods and procedures included in these two references are in keeping with the above stated policy and meet the requirements of IDEM's Rule 5. A Copy of the *Indiana Stormwater Quality Manual* may be obtained through IDEM.

4.04 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING

Following approval of the stormwater management permit, the Department of Public Works has the authority to conduct inspections of the site to ensure full compliance with the provisions of this Article, the latest edition of *the Indiana Stormwater Quality Manual*, and the terms and conditions of the approved permit.

A self-monitoring program must be implemented by the project site owner and/or permit holder to ensure the SWPPP is working effectively. A trained individual, acceptable to the City, shall perform a written evaluation of the project site by the end of the next business day following each measurable storm event. If there are no measurable storm events within a given week, the site should be monitored at least once in that week. Weekly inspections by the trained individual shall continue until the entire site has been stabilized and a Notice of Termination has been issued. The trained individual should look at the maintenance of existing stormwater pollution prevention measures, including erosion and sediment control measures, drainage structures, and construction materials storage/containment facilities, to ensure they are functioning properly. The trained individual should also identify additional measures, beyond those originally identified in the SWPPP, necessary to remain in compliance with all applicable statutes and regulations.

The resulting evaluation reports must include the name of the individual performing the evaluation, the date of the evaluation, problems identified at the project site, and details of maintenance, additional measures, and corrective actions recommended and completed.

The SWPPP shall serve as a guideline for stormwater quality, but should not be interpreted to be the only basis for implementation of stormwater quality measures for a project site. The project site owner and/or permit holder is responsible for implementing, in accordance with this Article, all measures necessary to adequately prevent polluted stormwater runoff. Recommendations by the trained individual for modified stormwater quality measures should be implemented.

Although self-monitoring reports do not need to be submitted to the City, the Department of Public Works has the right to request complete records of maintenance and monitoring activities involving stormwater pollution prevention measures. All evaluation reports for the project site must be made available to Director of Public Works in an organized fashion, within forty-eight (48) hours upon request.



ARTICLE FIVE

STORMWATER QUALITY MANAGEMENT FOR POST-CONSTRUCTION

5.01 APPLICABILITY AND EXEMPTIONS

In addition to the requirements of Article 4, the SWPPP, which is to be submitted to the City as part of the development application, must also include post-construction stormwater quality measures. These measures are incorporated as a permanent feature into the site plan and are left in place following completion of construction activities to continuously treat stormwater runoff from the stabilized site. Any project located within City that includes clearing, grading, excavation, and other land-disturbing activities, resulting in the disturbance of or impact on one (1) acre or more of total land area, is subject to the requirements of this Article. This includes both new development and re-development, and disturbances of less than one (1) acre of land that are part of a larger common plan of development or sale, or master planned area if the larger common plan will ultimately disturb one (1) or more acres of land, within the MS4 area. A master planned area shall be defined as any drainage, zoning, or defined district plan, or any other planned development or redevelopment area likely to have several lots with less than one acre of area being promoted for redevelopment. In addition, regardless of the amount of disturbance, the City reserves the right to require pre-treatment BMPs for proposed hot spot developments in accordance to provisions contained in the Construction Specifications. The City also encourages implementation of the requirements of this article down to a threshold of one-half (0.5) acre or more of disturbed area to provide enhanced water quality treatment for downstream receiving waters.

The requirements under this Article do not apply to the following activities:

- A. agricultural land-disturbing activities; or
- B. timber harvesting activities; or
- C. construction activities associated with a single family residential dwelling disturbing less than 5 acres, when the dwelling is not part of a larger common plan of development or sale; or
- D. single family residential developments consisting of four or less lots; or
- E. a single-family residential strip development where the developer offers for sale or lease without land improvements and the project is not part of a larger common plan of development of sale; or
- F. individual building lots within a larger permitted project.

The requirements under this Article do not apply to the following activities, provided other applicable State permits contain provisions requiring immediate implementation of soil erosion control measures:

- A. Landfills that have been issued a certification of closure under 329 IAC 10.
- B. Coal mining activities permitted under IC 14-34.
- C. Municipal solid waste landfills that are accepting waste pursuant to a permit issued by the Indiana Department of Environmental Management under 329 IAC 10 that contains equivalent stormwater requirements, including the expansion of landfill boundaries and construction of new cells either within or outside the original solid waste permit boundary.

It will be the responsibility of the project site owner to complete a development application and ensure that a sufficient construction plan is completed and submitted to the City in accordance with Article 6 of this Resolution. It will be the responsibility of the project site owner and/or permit holder to ensure proper construction and installation of all stormwater BMPs in compliance with this Resolution and with the approved stormwater management permit, and to notify the City with a sufficient notice of termination letter upon completion of the project and stabilization of the site. However, all eventual property owners of stormwater quality management facilities meeting the applicability requirements must comply with the requirements of this Article and this Resolution.

5.02 POLICY ON STORMWATER QUALITY MANAGEMENT

It is recognized that developed areas, as compared to undeveloped areas, generally have increased imperviousness, decreased infiltration rates, increased runoff rates, and increased concentrations of pollutants such as fertilizers, herbicides, greases, oil, salts and other pollutants. As new development and re-development continues in the City, measures must be taken to intercept and filter pollutants from stormwater runoff prior to reaching regional creeks, streams, and rivers. It is presumed that through the use of Best Management Practices (BMP), stormwater runoff will be filtered and harmful amounts of sediment, nutrients, and contaminants will be removed. City has established a minimum standard that the measurement of the effectiveness of the control of Stormwater quality will be based on the management of Total Suspended Solids (TSS).

It is also recognized that another major source of pollution in many Indiana streams, including those within the corporate boundaries of the City, is the streambank erosion associated with urbanizing watersheds. Stream channels develop their shape in response to the volume and rate of runoff that they receive from their contributing watersheds. Research has shown that in hydrologically stable watersheds, the stream flow responsible for most of the shaping of the channel (called the bankfull flow) occurs between every one to two years. When land is developed, the volume and rate of runoff from that land increases for these comparatively small flooding events that are not normally addressed by the detention practices and the stream channel will adapt by changing its shape. As the stream channel works to reach a new stable shape, excess erosion occurs. As new development and re-development continues within the corporate boundaries of the City, measures should be taken to minimize the impact of such development or re-development on streambank erosion. Through the use of appropriate Best Management Practices (BMP's), the volume and rate of runoff for channel forming flows can be reduced in an attempt to minimize increased streambank erosion in the receiving streams and channels.

The project site owner must submit to the City, a SWPPP that would show placement of appropriate BMP(s) from a pre-approved list of BMPs specified in the Construction Specifications. The noted BMPs must be designed, constructed, and maintained according to guidelines provided or referenced in the Construction Specifications. Practices other than those specified in the pre-approved list may be utilized. However, the burden of proof, as to whether the performance (minimum 80% TSS removal) and ease of maintenance of such practices will be according to guidelines provided in the Construction Specifications, would be placed with the applicant. Details regarding the procedures and criteria for consideration of acceptance of such BMPs are provided in the Construction Specifications.

Gasoline outlets and refueling areas must install appropriate practices to reduce lead, copper, zinc, and hydrocarbons in stormwater runoff in addition to the hot spot requirements indicated in the Construction Specifications. These requirements will apply to all new facilities and existing facilities that replace their tanks.

5.03 CALCULATIONS AND DESIGN STANDARDS AND SPECIFICATIONS

Calculation of land disturbance should follow the guidelines discussed in Article 4, Section 4.03.

The calculation methods as well as the type, sizing, and placement of all stormwater quality management measures, or BMPs shall meet the design criteria, standards, and specifications outlined in the *latest editions of the Indiana Stormwater Quality Manual* and the Construction Specifications. The methods and procedures included in these two references are in keeping with the above stated policy and meet the requirements of IDEM's Rule 13.

5.04 EASEMENT REQUIREMENTS

All stormwater quality management systems, including detention or retention basins, filter strips, pocket wetlands, in-line filters, infiltration systems, conveyance systems, structures and appurtenances located outside of the right-of-way shall be designated as common areas or incorporated into permanent drainage easements. For the purposes of monitoring, inspection, and general maintenance activities, adequate easement widths, as detailed in the Construction Specifications, beyond the actual footprint of the stormwater quality management facility as well as a 20-foot wide access easement from a public right-of-way to each BMP shall be provided.

5.05 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING

After the approval of the stormwater management permit, the Department of Public Works has the authority to conduct inspections of the work being done to ensure full compliance with the provisions of this Article, the Construction Specifications, and the terms and conditions of the approved permit.

Stormwater quality management facilities shall be maintained in good condition, in accordance with the Operation and Maintenance procedures and schedules listed in the latest editions of the *Indiana Stormwater Quality Manual* and the Construction Specifications, and the terms and conditions of the approved stormwater permit, and shall not be subsequently altered, revised, or replaced except in accordance with the approved stormwater permit, or in accordance with approved amendments or revisions in the permit. Following construction completion, maintenance of stormwater quality facilities shall be the long-term responsibility of the facility's owner.

The Department of Public Works has the authority to perform long-term, post-construction inspection of all public or privately owned stormwater quality facilities. The inspections will follow the Operation and Maintenance procedures included in the Construction Specifications and/or permit application for each specific BMP. The inspection will cover physical conditions, available water quality storage capacity and the operational condition of key facility elements. Noted deficiencies and recommended corrective action will be included in an inspection report. If deficiencies are found during the inspection, the owner of the facility will be notified by the Department of Public Works and will be required to take all necessary measures to correct such deficiencies. If the owner fails to correct the deficiencies within the allowed time period, as specified in the notification letter or inspection report, the City will start enforcement procedures under Section 153.99 of the Fishers Code of Ordinances or undertake the work and collect from the owner using lien rights if necessary.



ARTICLE SIX

PERMIT REQUIREMENTS AND PROCEDURES

6.01 CONCEPTUAL DRAINAGE PLAN REVIEW

In order to establish that an adequate drainage outlet(s) exists for a proposed development, a developer may apply for a conceptual drainage plan review by the City Engineering and Public Works Offices. Note that any preliminary drainage approval by the Director of Engineering or Director of Public Works as a result of such a review is based on preliminary data and shall not be construed as a final drainage approval or considered binding on either party. The following is a general listing of minimum data requirements for the review of conceptual drainage plans:

- A. Two (2) complete sets of conceptual plans showing general project layout, including existing and proposed drainage systems and proposed outlets (plan sheets must be larger than 11" by 17", but not to exceed 24" by 36").
- B. General description of the existing and proposed drainage systems in narrative form.
- C. Watershed Boundaries on City's 1-foot or 2-foot topographic mapping.
- D. Existing watercourse or regulated drains.
- E. Letter of Intent for obtaining any needed consents, off-site easements, right-of-way, or regulatory permits.

6.02 PERMIT PROCEDURES

This section applies to all development, or re-development of land, that results in land disturbance of one (1) acre or more. Individual lots with land disturbance less than one (1) acre that are developed within a larger permitted project site should refer to Section 6.04 for plan review requirements and procedures.

Figure 6-1 is a flowchart summarizing the plan review/permit approval process and can be found at the end of this Article. Permit requirements should follow the latest development application process established by the City Community Development and Planning Departments. Stormwater management will be reviewed and approved as a part of the overall development permit process. Submittal requirements include but are not limited to a Draft Notice of Intent letter (NOI), construction plan sheets, stormwater drainage technical report, a stormwater pollution prevention plan (SWPPP), and any other necessary support information. Specific information to be included can be found in Section 6.03 below and within the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications.

After the City's receipt of the application, the applicant will be notified as to whether their application was complete or insufficient. The applicant will be asked for additional information if the application is insufficient. The information provided will be reviewed by the Director of Engineering.

Once a SWPPP has been deemed adequate, the project site owner must file a Notice of Intent to IDEM a minimum of 48 hours prior to the commencement of construction activities. However, the City requires a copy of the official NOI submitted to IDEM prior to issuance of any preliminary grading, improvement location, or subdivision improvement permit. The IDEM submittal must include a proof of publication, verification that the jurisdictional entity approved the plan, and a \$100 fee. For the City, digital copies of the final approved construction plans, stormwater drainage technical report, stormwater pollution prevention plan for construction sites, and post-construction stormwater pollution prevention plan shall also accompany the above-noted written notification and proof of publication. A pre-construction meeting is required to be held with the participation of the City and other entities

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involved prior to any grading activity to ensure that appropriate perimeter control measures have been implemented on the site and the location of any existing tiles has been properly marked.

Once construction starts, the project owner shall monitor construction activities and inspect all stormwater pollution prevention measures in compliance with this Resolution and the terms and conditions of the approved permit. Upon completion of construction activities, as-built plans must be submitted to the City. A Notice of Termination (NOT) shall be sent to the City of Fishers once the construction site has been stabilized and all temporary erosion and sediment control measures have been removed. The Director of Public Works or a representative shall inspect the construction site to verify the requirements for an NOT have been met. The City reserves the right to hold the permit holder responsible for all infrastructure, erosion control, or BMP related aspects of the project until all of these aspects are fully satisfactory to the City, independent of the NOT release. Once the applicant receives a “verified” copy of the NOT, they must forward a copy to IDEM. Permits issued under this scenario will expire 5 years from the date of issuance. If construction is not completed within 5 years, the NOI must be resubmitted at least 90 days prior to expiration.

6.03 INFORMATION REQUIREMENTS

Specific projects or activities may be exempt from all or part of the informational requirements listed below. Exemptions are detailed in the “Applicability and Exemptions” Sections of Articles 2 through 5. If a project or activity is exempt from any or all requirements of this Resolution, an application should be filed listing the exemption criteria met, in lieu of the information requirements listed below. This level of detailed information is not required from individual lots that disturb or impact less than 1 acre of land that are developed within a larger permitted project site. Review and acceptance of such lots is covered under Section 6.04 of this Article.

The different elements of a permit submittal for a Stormwater Plan approval include a Draft Notice of Intent (NOI), construction plans, a stormwater drainage technical report, a stormwater pollution prevention plan for active construction sites, a post-construction stormwater pollution prevention plan, and any other necessary supporting information. In addition, an updated NOI along with proof of publication of a public notice will need to be submitted directly to IDEM, with a copy provided to the City. All plans, reports, calculations, and narratives shall be signed and sealed by a professional engineer or a licensed Engineer, registered in the State of Indiana.

A. Draft Notice of Intent

The NOI is a standard form developed by the Indiana Department of Environmental Management which requires general project information. As part of the City development permit application package, the NOI form should be completed in full based on data and information available at the time of application.

An updated version of this form, accompanied by proof of publication in a newspaper of general circulation in the affected area that notified the public that a construction activity is to commence, will need to be resubmitted later after the stormwater management permit is granted and at least 48 hours prior to commencement of construction. The publication must include the following language:

“(Company name, address) is submitting an NOI letter to notify the City of Fishers and the Indiana Department of Environmental Management of our intent to comply with the requirements of the City of Fishers Stormwater Management Resolution, as well as the requirements of 327 IAC 15-5 and 327 IAC 15-13, to discharge stormwater from construction activities for the following project: (name of the construction project, address of the location of the construction project, and Parcel Identification Number). Runoff

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from the project site will discharge to (stream(s) receiving the discharge(s)).”

B. Construction Plans

Construction plans with a scale of 1 inch = 20 feet, 30 feet, 40 feet, 50 feet, or 60 feet and an accompanying narrative report shall describe and depict the existing and proposed conditions. This must be submitted in digital format acceptable to the City. Note that in order to gain an understanding of and to evaluate the relationship between the proposed improvements for a specific project section/phase and the proposed improvements for an overall multi-section (phased) project, the detailed information requested herein for the first section/phase being permitted must be accompanied by an overall project plan that includes the location, dimensions, and supporting analyses of all detention/retention facilities, primary conveyance facilities, and outlet conditions. Construction plans need to include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications. One final 24”X36” set of construction plans must be submitted in hard copy format once the permit has been approved.

C. Stormwater Drainage Technical Report

A stormwater drainage technical report must contain a discussion of the steps taken in the design of the stormwater drainage system. Note that in order to gain an understanding of and to evaluate the relationship between the proposed improvements for a specific project section/phase and the proposed improvements for an overall multi-section (phased) project, the detailed information requested herein for the first section/phase being permitted must be accompanied by an overall project plan that includes the location, dimensions, and supporting analyses of all detention/retention facilities, primary conveyance facilities, and outlet conditions. The technical report needs to include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications.

D. Stormwater Pollution Prevention Plan for Construction Sites

For sites with total land disturbances of one acre (1) or more, a SWPPP associated with construction activities must be designed to, at least, meet the requirements of this Resolution and must include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications. For land disturbances between 10,000 square feet and less than one (1) acre, appropriate erosion and sediment control measures that are consistent with the Construction Specifications must be designed and shown on the plans.

E. Post-Construction Storm Water Pollution Prevention Plan

For sites with a total disturbance of land of one (1) acre or greater, a post-construction SWPPP must be designed to, at least, meet the requirements of this Resolution and must include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications.

6.04 REVIEW OF INDIVIDUAL LOTS WITHIN A PERMITTED PROJECT

For all individual lots disturbing ground that are developed within a larger permitted project, a formal review and issuance of an Individual Lot Plot Plan Permit including a lot erosion and sediment control plan will be required before a building permit can be issued. All stormwater management measures necessary to comply with this Resolution must be implemented in accordance with the permitted plan for the larger project. See the Construction Specifications for a list of requirements associated with the Individual Lot Plot Plan Permit. The individual lot operator is responsible for installation and maintenance of all erosion and sediment control measures until the site is stabilized.

6.05 CHANGES TO PLANS

Any changes or deviations in the detailed plans and specifications after approval of the applicable development permit shall be filed with, and accepted by, the Director of Engineering and Director of Public Works prior to land development involving the change. Copies of the changes, if accepted, shall be attached to the original plans and specifications.

6.06 FEE STRUCTURE

A. FEE AMOUNT

As a condition of the submittal and the review of development plans by City, the applicant shall agree to pay the City development fees as set by the Fishers City Council, with respect to the review of all drainage submittals, preliminary plans, final plans, construction plans and accompanying information and data, as well as any applicable pre-paid inspection fees.

B. TIME OF PAYMENT

Before the City's approval of plans, the City will furnish a written statement to the applicant specifying the total amount due the City in connection with the review of the applicant's submittals, plans and accompanying information and data, including the amount required to be paid by applicant for review and pre-paid inspection fees.

As a condition of acceptance of final drainage plans by the City, applicant shall pay to the City the sum set forth in said statement. The City may issue such a billing statement before the project advances to the final acceptance stage, and such payment is due by applicant upon receipt of said billing statement regardless of whether the project is advanced to the final acceptance stage.

The Director of Engineering shall have the right to not accept the drainage improvements or to not accept the advancement of any project for which the applicable fees have not been paid.

C. METHOD OF PAYMENT

Fees shall be paid by one of the following methods:

- Certified Check
- Cashier's Check
- Money Order
- Such other methods as may be agreed in writing by the Director of Engineering

All checks shall be made payable to the: City of Fishers
One Municipal Drive
Fishers, Indiana 46038

D. REFUND OF PAYMENT

Fees are refundable or may be waived **only** if the Director of Engineering determines that compliance by the development to this Resolution is not necessary.

6.07 REQUIRED ASSURANCES

As a condition of approval and issuance of the permit, the Director of Engineering shall require the applicant to provide assurance in the form of an irrevocable letter of credit, a bond, or such other instrument or method of security acceptable in writing by the Director of Engineering when the stormwater management plan has been accepted, all applicable fees paid, and before construction begins. Said assurance will guarantee a good faith execution of the stormwater drainage plan, the stormwater pollution prevention plan, the stormwater quality management plan, and any permit conditions. The assurance shall be for an amount equal to at least 100 percent of the total costs of all stormwater management measures for the entire project. The abovementioned costs shall be based on an estimate as prepared by a professional engineer or land surveyor registered in the State of Indiana. Said costs shall be for the installation and ongoing monitoring and maintenance of erosion control measures and the construction and ongoing monitoring and maintenance of storm drainage infrastructure, detention/retention facilities, and stormwater quality BMPs, as regulated under this Resolution, until the construction is completed, site is stabilized, and as-built plans are accepted by the Director of Engineering. Assurances shall be for a minimum of \$5,000. Local governmental jurisdictions may require additional performance and/or maintenance assurances. The intent of this assurance is not only to complete the installation of storm drain infrastructure for the project, but also to assure that adequate stormwater pollution prevention measures are properly installed and maintained. If adequate assurances are set aside by the project site owner for the overall project per §Section 7.45 SY01: Surety Standards or as amended by the Unified Development Ordinance, proof of total assurance can be submitted in place of an individual stormwater assurance.

In the absolute discretion of the Director of Engineering the applicant may be allowed to pay a cash amount to the City in lieu thereof equivalent to the amount of the premium which would be paid by said applicant if it were to obtain a performance bond. Conditions governing the exercise of discretion by the Director of Engineering shall include but not be necessarily limited to the following:

- (a) The general credit worthiness of the applicant seeking such alternative form of payment;
- (b) The nature of the proposed improvement;
- (c) The reputation and history involving the applicant seeking such alternative form of payment;
- (d) Such other underwriting standards as may be appropriate under the circumstances.

6.08 TERMS AND CONDITIONS OF PERMITS

In granting a stormwater management permit, the Director of Engineering or Director of Public Works may impose such terms and conditions as are reasonably necessary to meet the purposes of this Resolution. The project site owner shall insure compliance with such terms and conditions. Non-compliance with the terms and conditions of permits will be subject to enforcement as set forth in Section 153.99 of the Fishers Code of Ordinances.

The project site owner shall inform all general contractors, construction management firms, grading or excavating contractors, utility contractors, and the contractors that have primary oversight on individual building lots of the terms and conditions of the stormwater management permit and the schedule for proposed implementation.

It is the intent of this Resolution to direct the community's physical growth away from sensitive areas and towards areas that can support it without compromising water quality. In the event that a project site is determined to impact or discharge to a Sensitive Area or is located in an Impact Drainage Area, the Director of Engineering or Director of Public Works may require more stringent stormwater quantity and quality measures than detailed in this Resolution or in the latest edition of the *Indiana Stormwater Quality Manual*.

A. Determination of Sensitive Areas

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Sensitive Areas include highly erodible soils, wetlands, threatened or endangered species habitat, outstanding waters, impaired waters, recreational waters, and surface drinking water sources. A listing of highly erodible soils, outstanding water, impaired water, recreation water, and surface drinking water sources can be found in the City of Fishers Storm Water Quality Management Plan (SWQMP) - Part B, dated July 2, 2004 and its updates. Any discharge from a stormwater practice that is a Class V injection well shall meet the Indiana groundwater quality standards. If wetlands are suspected on a site, wetland delineation shall be completed in accordance with the methodology established by the U.S. Army Corps of Engineers (COE) and the wetland addressed in accordance to the COE requirements. If the presence of threatened or endangered species habitat is suspected on a site, the site must be evaluated and inspected by a professional experienced in such and the results reported to the Director of Public Works. Special terms and conditions for development determined to impact or discharge to any Sensitive Area shall be included in the stormwater management permit.

B. Determination of Impact Drainage Areas

The following areas shall be designated as Impact Drainage Areas, unless good reason for not including them is presented to the Director of Engineering or Director of Public Works.

- i. A floodway or floodplain as designated by the most updated City of Fishers Unified Development Ordinance sections regulating floodplain..
- ii. Land within 75 feet of each bank of any ditch within the Hamilton County Regulated Drainage System.
- iii. Land within 75 feet of the centerline of any drain tile or enclosed conduit within the Hamilton County Regulated Drainage System.

The City of Fishers City Council or Mayor is authorized, but is not required, to classify certain additional geographical areas as Impact Drainage Areas. In determining Impact Drainage Areas, the City of Fishers City Council or Mayor shall consider such factors as land use, topography, soil type, capacity of existing drains, and distance from adequate drainage facility.

Land that does not have an adequate outlet, taking into consideration the capacity and depth of the outlet, may be designated as an Impact Drainage Area by the City of Fishers City Council or Mayor. Special terms and conditions for development within any Impact Drainage Area shall be included in the stormwater management permit.

6.09 CERTIFICATION OF AS-BUILT PLANS

After completion of construction of the project and before final project acceptance of the stormwater management plan (the issuance of a “verified” NOT), a professionally prepared and certified ‘as-built’ set of plans (record drawings) by a Professional Engineer or licensed Land Surveyor registered in the State of Indiana shall be submitted to the City for review. These as-built plans/record drawings must be prepared and certified by a Professional Engineer and/or licensed Land Surveyor. Additionally, a digital copy of the ‘as-built’ plans (record drawings) as well as finalized digital versions of all analyses, models, manuals, and reports that are consistent with the as-built conditions are required in a format accepted by the Director of Engineering. These plans shall include all pertinent data relevant to the completed storm drainage system and stormwater management facilities, and shall be in accordance with the City of Fishers Digital Record Drawing Submittal Requirements.

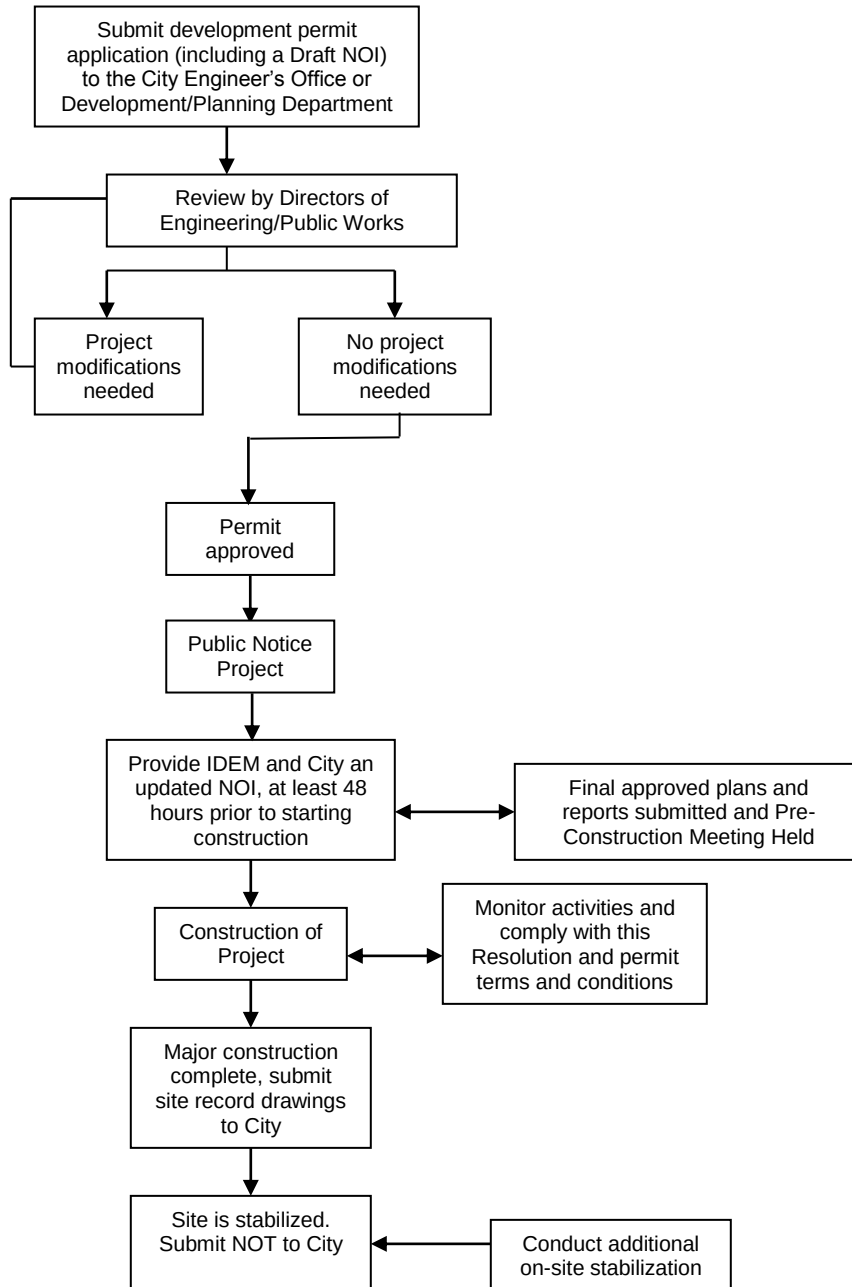
The property owner, developer, or contractor shall be required to file a three-year maintenance bond or other acceptable guarantee with the Director of Engineering, prior to final project acceptance (the issuance of a “verified” NOT), in an amount not to exceed twenty percent (20%) of the cost of the

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stormwater drainage system to be dedicated to the City, and in a form satisfactory to the City attorney in order to assure that such stormwater system installation was done according to standards of good workmanship, that the materials used in the construction and installation were of good quality and construction, and that such project was done in accordance with the accepted plans, and this Resolution. The bond or other acceptable guarantee shall be in effect for a period of three years after the date of the final project acceptance by the Director of Engineering.

To verify that all enclosed drains are functioning properly, visual recordings (via closed circuit television) of such tile drains shall be required, once following the completion of installation (including the installation of all utility mains) and the second time before release of maintenance bonds. These visual recordings will be scheduled by the Director of Engineering, and paid for by the developer. Notices shall be provided to the Director of Engineering within 72 hours following the completion of installation and again at least 60 days prior to the expiration date of the maintenance bond so that the noted recordings may be scheduled. Reports summarizing the results of the noted visual recordings shall be reviewed and accepted by the Director of Engineering before the plat is recommended for recording and again before maintenance bond would be recommended to be released.

Figure 6-1: Permit Approval Process





ARTICLE SEVEN

ENFORCEMENT

7.01 COMPLIANCE WITH THIS RESOLUTION

In addition to the requirements of this Resolution, compliance with all applicable ordinances, resolutions and standards of the City as well as with applicable Federal, State of Indiana, and other Local statutes and regulations shall also be required. Unless otherwise stated, all other specifications referred to in this Resolution shall be the most recent edition available. Violations of the requirements of this Resolution are subject to the penalties set forth in Section 153.99 of the Fishers Code of Ordinances.



ARTICLE EIGHT

ABBREVIATIONS AND DEFINITIONS

8.01 ABBREVIATIONS

BMP	Best Management Practice
COE	United States Army Corps of Engineers
CWA	Clean Water Act
EPA	Environmental Protection Agency
GIS	Geographical Information System
IDEM	Indiana Department of Environmental Management
MS4	Municipal Separate Storm Sewer System
NOI	Notice of Intent
NOT	Notice of Termination
NRCS	USDA-Natural Resources Conservation Service
NPDES	National Pollution Discharge Elimination System
POTW	Publicly Owned Treatment Works
SWCD	Soil and Water Conservation District
SWPPP	Stormwater Pollution Prevention Plan
USDA	United States Department of Agriculture
USFWS	United States Fish and Wildlife Service

8.02 DEFINITIONS

Agricultural land-disturbing activity. Tillage, planting, cultivation, or harvesting operations for the production of agricultural or nursery vegetative crops. The term also includes pasture renovation and establishment, the construction of agricultural conservation practices, and the installation and maintenance of agricultural drainage tile. For purposes of this rule, the term does not include land-disturbing activities for the construction of agricultural related facilities, such as barns, buildings to house livestock, roads associated with infrastructure, agricultural waste lagoons and facilities, lakes and ponds, wetlands; and other infrastructure.

Base Flow. Stream discharge derived from groundwater sources as differentiated from surface runoff. Sometimes considered to include flows from regulated lakes or reservoirs.

Best Management Practices. Design, construction, and maintenance practices and criteria for stormwater facilities that minimize the impact of stormwater runoff rates and volumes, prevent erosion, and capture pollutants.

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Buffer Strip. An existing, variable width strip of vegetated land intended to protect water quality and habitat.

Capacity (of a Storm Drainage Facility). The maximum flow that can be conveyed or stored by a storm drainage facility without causing damage to public or private property.

Catch Basin. A chamber usually built at the curb line of a street for the admission of surface water to a storm drain or subdrain, having at its base a sediment sump designed to retain grit and detritus below the point of overflow.

Channel. A portion of a natural or artificial watercourse which periodically or continuously contains moving water, or which forms a connecting link between two bodies of water. It has a defined bed and banks which serve to confine the water.

Comprehensive Stormwater Management. A comprehensive stormwater program for effective management of stormwater quantity and quality throughout the community.

Constructed Wetland. A manmade shallow pool that creates growing conditions suitable for wetland vegetation and is designed to maximize pollutant removal.

Construction activity. Land-disturbing activities, and land-disturbing activities associated with the construction of infrastructure and structures. This term does not include routine ditch or road maintenance or minor landscaping projects.

Construction site access. A stabilized stone surface at all points of ingress or egress to a project site, for the purpose of capturing and detaining sediment carried by tires of vehicles or other equipment entering or exiting the project site.

Construction Specifications. Refers to the City of Fishers Construction Specifications and Technical Standards.

Contiguous. Adjoining or in actual contact with.

Contour. An imaginary line on the surface of the earth connecting points of the same elevation.

Contour Line. Line on a map which represents a contour or points of equal elevation.

Contractor or subcontractor. An individual or company hired by the project site or individual lot owner, their agent, or the individual lot operator to perform services on the project site.

Conveyance. Any structural method for transferring stormwater between at least two points. The term includes piping, ditches, swales, curbs, gutters, catch basins, channels, storm drains, and roadways.

Cross-Section. A graph or plot of ground elevation across a stream valley or a portion of it, usually along a line perpendicular to the stream or direction of flow.

Culvert. A closed conduit used for the conveyance of surface drainage water under a roadway, railroad, canal or other impediment.

Dechlorinated swimming pool discharge. Chlorinated water that has either sat idle for seven (7) days following chlorination prior to discharge to the MS4 conveyance, or, by analysis, does not contain detectable concentrations (less than five-hundredths (0.05) milligram per liter) of chlorinated residual.

Design Storm. A selected storm event, described in terms of the probability of occurring once within a given number of years, for which drainage or flood control improvements are designed and built.

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Detention. Managing stormwater runoff by temporary holding and controlled release.

Detention Basin. A facility constructed or modified to restrict the flow of storm water to a prescribed maximum rate, and to detain concurrently the excess waters that accumulate behind the outlet.

Detention Storage. The temporary detaining of storage of stormwater in storage facilities, on rooftops, in streets, parking lots, school yards, parks, open spaces or other areas under predetermined and controlled conditions, with the rate of release regulated by appropriately installed devices.

Detention Time. The theoretical time required to displace the contents of a tank or unit at a given rate of discharge (volume divided by rate of discharge).

Detritus. Dead or decaying organic matter; generally contributed to stormwater as fallen leaves and sticks or as dead aquatic organisms.

Developer. Any person financially responsible for construction activity, or an owner of property who sells or leases, or offers for sale or lease, any lots in a subdivision.

Development. Any man-made change to improved or unimproved real estate including but not limited to:

1. Construction, reconstruction, or placement of a building or any addition to a building;
2. Installing a manufactured home on a site, preparing a site for a manufactured home, or installing a recreational vehicle on a site;
3. for more than hundred eighty (180) days;
4. Installing utilities, construction of walls, construction of roads, or similar projects;
5. Construction of flood control structures such as levees, dikes, dams, or channel improvements;
6. Mining, dredging, filling, grading, excavation, clearing, deforestation, or drilling operations;
7. Construction or reconstruction of bridges or culverts;
8. Storage of materials; or
9. Any other activity that might change the direction, height, or velocity of flood or surface waters.

"Development" does not include activities such as the maintenance of existing buildings and facilities such as painting, re-roofing, resurfacing roads, or gardening, plowing and similar agricultural practices that do not involve filling, grading, excavation, or the construction of permanent buildings.

Discharge. Usually the rate of water flow. A volume of fluid passing a point per unit time commonly expressed as cubic feet per second, cubic meters per second, gallons per minute, or millions of gallons per day.

Disposal. The discharge, deposit, injection, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that the solid waste or hazardous waste, or any constituent of the waste, may enter the environment, be emitted into the air, or be discharged into any waters, including ground waters.

Ditch. A man-made, open watercourse in or into which excess surface water or groundwater drained from land, stormwater runoff, or floodwaters flow either continuously or intermittently.

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Drain. A buried slotted or perforated pipe or other conduit (subsurface drain) or a ditch (open drain) for carrying off surplus groundwater or surface water.

Drainage. The removal of excess surface water or groundwater from land by means of ditches or subsurface drains. Also see Natural drainage.

Drainage Area. The area draining into a stream at a given point. It may be of different sizes for surface runoff, subsurface flow and base flow, but generally the surface runoff area is considered as the drainage area.

Dry Well. A type of infiltration practice that allows stormwater runoff to flow directly into the ground via a bored or otherwise excavated opening in the ground surface.

Duration. The time period of a rainfall event.

Environment. The sum total of all the external conditions that may act upon a living organism or community to influence its development or existence.

Erodibility Index (EI). The soil erodibility index (EI) provides a numerical expression of the potential for a soil to erode considering the physical and chemical properties of the soil and the climatic conditions where it is located. The higher the index, the greater the investment needed to maintain the sustainability of the soil resource base if intensively cropped. It is defined to be the maximum of $(R \times K \times LS)/T$ (from the Universal Soil Loss Equation) and $(C \times I)/T$ (from the Wind Erosion Equation), where R is a measure of rainfall and runoff, K is a factor of the susceptibility of the soil to water erosion, LS is a measure of the combined effects of slope length and steepness, C is a climatic characterization of windspeed and surface soil moisture and I is a measure of the susceptibility of the soil to wind erosion. Erodibility Index scores equal to or greater than 8 are considered highly erodible land.

Erosion. The wearing away of the land surface by water, wind, ice, gravity, or other geological agents. The following terms are used to describe different types of water erosion:

- *Accelerated erosion*--Erosion much more rapid than normal or geologic erosion, primarily as a result of the activities of man.
- *Channel erosion* --An erosion process whereby the volume and velocity of flow wears away the bed and/or banks of a well-defined channel.
- *Gully erosion* --An erosion process whereby runoff water accumulates in narrow channels and, over relatively short periods, removes the soil to considerable depths, ranging from 1-2 ft. to as much as 75-100 ft.
- *Rill erosion*--An erosion process in which numerous small channels only several inches deep are formed; occurs mainly on recently disturbed and exposed soils (see Rill).
- *Splash erosion*--The spattering of small soil particles caused by the impact of raindrops on wet soils; the loosened and spattered particles may or may not be subsequently removed by surface runoff.
- *Sheet erosion*--The gradual removal of a fairly uniform layer of soil from the land surface by runoff water.

Erosion and sediment control. A practice, or a combination of practices, to minimize sedimentation by first reducing or eliminating erosion at the source and then as necessary, trapping sediment to prevent it from being discharged from or within a project site.

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Fill Material. Any material used for primary purpose of replacing a wetland area with dry land or of changing the bottom elevation of a wetland or a waterbody. This definition shall be considered to be automatically amended to conform with the definition of fill material established from time to time by the United States of America or United States Army Corps of Engineers.

Filter Strip. Usually a long, relatively narrow area (usually, 20-75 feet wide) of undisturbed or planted vegetation used near disturbed or impervious surfaces to filter stormwater pollutants for the protection of watercourses, reservoirs, or adjacent properties.

Floatable. Any solid waste that will float on the surface of the water.

Flood (or Flood Waters). A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.

Floodplain. The channel proper and the areas adjoining the channel which have been or hereafter may be covered by the regulatory or 100-year flood. Any normally dry land area that is susceptible to being inundated by water from any natural source. The floodplain includes both the floodway and the floodway fringe districts.

Floodway. The channel of a river or stream and those portions of the floodplains adjoining the channel which are reasonably required to efficiently carry and discharge the peak flow of the regulatory flood of any river or stream.

Floodway Fringe. That portion of the flood plain lying outside the floodway, which is inundated by the regulatory flood.

Footing Drain. A drain pipe installed around the exterior of a basement wall foundation to relieve water pressure caused by high groundwater elevation.

Garbage. All putrescible animal solid, vegetable solid, and semisolid wastes resulting from the processing, handling, preparation, cooking, serving, or consumption of food or food materials.

Gasoline outlet. An operating gasoline or diesel fueling facility whose primary function is the resale of fuels. The term applies to facilities that create five thousand (5,000) or more square feet of impervious surfaces, or generate an average daily traffic count of one hundred (100) vehicles per one thousand (1,000) square feet of land area.

Geographical Information System. A computer system capable of assembling, storing, manipulation, and displaying geographically referenced information. This technology can be used for resource management and development planning.

Grade. (1) The inclination or slope of a channel, canal, conduit, etc., or natural ground surface usually expressed in terms of the percentage the vertical rise (or fall) bears to the corresponding horizontal distance. (2) The finished surface of a canal bed, roadbed, top of embankment, or bottom of excavation; any surface prepared to a design elevation for the support of construction, such as paving or the laying of a conduit. (3) To finish the surface of a canal bed, roadbed, top of embankment, or bottom of excavation, or other land area to a smooth, even condition.

Grading. The cutting and filling of the land surface to a desired slope or elevation.

Grass. A member of the botanical family Graminae, characterized by blade-like leaves that originate as a sheath wrapped around the stem.

Groundwater. Accumulation of underground water, natural or artificial. The term does not include manmade underground storage or conveyance structures.

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Habitat. The environment in which the life needs of a plant or animal are supplied.

Highly Erodible Land (HEL). Land that has an erodibility index of eight or more.

Hydrologic Unit Code. A numeric United States Geologic Survey code that corresponds to a watershed area. Each area also has a text description associated with the numeric code.

Hydrology. The science of the behavior of water in the atmosphere, on the surface of the earth, and underground. A typical hydrologic study is undertaken to compute flow rates associated with specified flood events.

Illicit Discharge. Any discharge to a conveyance that is not composed entirely of stormwater except naturally occurring floatables, such as leaves or tree limbs.

Impaired Waters. Waters that do not or are not expected to meet applicable water quality standards, as included on IDEM's CWA Section 303(d) List of Impaired Waters.

Impervious surface. Surfaces, such as pavement and rooftops, which prevent the infiltration of stormwater into the soil.

Individual building lot. A single parcel of land within a multi-parcel development.

Individual lot operator. A contractor or subcontractor working on an individual lot.

Individual lot owner. A person who has financial control of construction activities for an individual lot.

Infiltration. Passage or movement of water into the soil. Infiltration practices include any structural BMP designed to facilitate the percolation of run-off through the soil to groundwater. Examples include infiltration basins or trenches, dry wells, and porous pavement.

Inlet. An opening into a stormwater drainage system for the entrance of surface storm water runoff, more completely described as a storm drain inlet.

Land-disturbing Activity. Any man-made change of the land surface, including removing vegetative cover that exposes the underlying soil, excavating, filling, transporting and grading.

Land Engineer. A person licensed under the laws of the State of Indiana to practice land surveying.

Larger common plan of development or sale. A plan, undertaken by a single project site owner or a group of project site owners acting in concert, to offer lots for sale or lease; where such land is contiguous, or is known, designated, purchased or advertised as a common unit or by a common name, such land shall be presumed as being offered for sale or lease as part of a larger common plan. The term also includes phased or other construction activity by a single entity for its own use.

Lowest Adjacent Grade. The elevation of the lowest grade adjacent (abutting) to a structure, where the soil meets the foundation around the outside of the structure (including structural members such as basement walkout, patios, decks, porches, support posts or piers, and rim of the window well).

Lowest Floor. Refers to the lowest of the following:

1. The top of the basement floor;
2. The top of the garage floor, if the garage is the lowest level of the building;

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3. The top of the first floor of buildings constructed on a slab or of buildings elevated on pilings or constructed on a crawl space with permanent openings; or
4. The top of the floor level of any enclosure below an elevated building where the walls of the enclosure provide any resistance to the flow of flood waters unless:
 - a] The walls are designed to automatically equalize the hydrostatic flood forces on the walls by allowing for the entry and exit of flood waters, by providing a minimum of two opening (in addition to doorways and windows) having a total area of one (1) square foot for every two (2) square feet of enclosed area subject to flooding. The bottom of all such openings shall be no higher than one (1) foot above grade.
 - b] Such enclosed space shall be usable only for the parking of vehicles or building access.

Manhole. Storm drain structure through which a person may enter to gain access to an underground storm drain or enclosed structure.

Measurable storm event. A precipitation event that results in a total measured precipitation accumulation equal to, or greater than, one-half (0.5) inch of rainfall.

Mulch. A natural or artificial layer of plant residue or other materials covering the land surface which conserves moisture, holds soil in place, aids in establishing plant cover, and minimizes temperature fluctuations.

Municipal Separate Storm Sewer System. An MS4 meets all the following criteria: (1) is a conveyance or system of conveyances owned by the state, county, city, town, or other public entity; (2) discharges to waters of the U.S.; (3) is designed or used for collecting or conveying stormwater; (4) is not a combined sewer; and, (5) is not part of a Publicly Owned Treatment Works (POTW).

Refueling area. An operating gasoline or diesel fueling area whose primary function is to provide fuel to equipment or vehicles.

National Pollution Discharge Elimination System. A permit developed by the U.S. EPA through the Clean Water Act. In Indiana, the permitting process has been delegated to IDEM. This permit covers aspects of municipal stormwater quality.

Natural Drainage. The flow patterns of stormwater run-off over the land in its pre-development state.

Nutrient(s). (1) A substance necessary for the growth and reproduction of organisms. (2) In water, those substances (chiefly nitrates and phosphates) that promote growth of algae and bacteria.

Open Drain. A natural watercourse or constructed open channel that conveys drainage water.

Open Space. Any land area devoid of any disturbed or impervious surfaces created by industrial, commercial, residential, agricultural, or other manmade activities.

Outfall. The point, location, or structure where a pipe or open drain discharges to a receiving body of water.

Outlet. The point of water disposal from a stream, river, lake, tidewater, or artificial drain.

Peak Discharge (or Peak Flow). The maximum instantaneous flow from a given storm condition at a specific location.

Percolation. The movement of water through soil.

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Permanent stabilization. The establishment, at a uniform density of seventy percent (70%) across the disturbed area, of vegetative cover or permanent non-erosive material that will ensure the resistance of the soil to erosion, sliding, or other movement.

Pervious. Allowing movement of water.

Point Source. Any discernible, confined, and discrete conveyance including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, or container from which pollutants are or maybe discharged (P.L. 92-500, Section 502[14]).

Porous pavement. A type of infiltration practice to improve the quality and reduce the quantity of storm water run-off via the use of manmade, pervious pavement which allows run-off to percolate through the pavement and into underlying soils

Professional Engineer. A person licensed under the laws of the State of Indiana to practice professional engineering.

Project site. The entire area on which construction activity is to be performed.

Project site owner. The person required to submit a stormwater permit application, and required to comply with the terms of this resolution, including a developer or a person who has financial and operational control of construction activities, and project plans and specifications, including the ability to make modifications to those plans and specifications.

Rain garden. A vegetative practice used to alter impervious surfaces, such as roofs, into pervious surfaces for absorption and treatment of rainfall.

Receiving Stream, Receiving Channel, or Receiving Water. The body of water into which runoff or effluent is discharged. The term does not include private drains, unnamed conveyances, retention and detention basins, or constructed wetlands used as treatment.

Recharge. Replenishment of groundwater reservoirs by infiltration and transmission from the outcrop of an aquifer or from permeable soils.

Redevelopment. Alterations of a property that change a site or building in such a way that there is disturbances of one (1) acre or more of land. The term does not include such activities as exterior remodeling.

Regional Pond. A detention/retention basin sized to detain/retain the runoff from the entire watershed, on-site and off-site, tributary to the pond's outlet.

Regulatory Flood. The discharge or elevation associated with the 100-year flood as calculated by a method and procedure which is acceptable to and accepted by the Indiana Department of Natural Resources and the Federal Emergency Management Agency. The "regulatory flood" is also known as the "base flood".

Regulatory Floodway. See Floodway.

Release Rate - The amount of storm water release from a storm water control facility per unit of time.

Reservoir. A natural or artificially created pond, lake or other space used for storage, regulation or control of water. May be either permanent or temporary. The term is also used in the hydrologic modeling of storage facilities.

Retention. The storage of stormwater to prevent it from leaving the development site. May be temporary or permanent.

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Retention basin. A type of storage practice that has no positive outlet, used to retain storm water run-off for an indefinite amount of time. Runoff from this type of basin is removed only by infiltration through a porous bottom or by evaporation.

Return Period - The average interval of time within which a given rainfall event will be equaled or exceeded once. A flood having a return period of 100 years has a one percent probability of being equaled or exceeded in any one year.

Riparian zone. Of, on, or pertaining to the banks of a stream, river, or pond.

Riparian habitat. A land area adjacent to a waterbody that supports animal and plant life associated with that waterbody.

Runoff. That portion of precipitation that flows from a drainage area on the land surface, in open channels, or in stormwater conveyance systems.

Runoff Coefficient - A decimal fraction relating the amount of rain which appears as runoff and reaches the stormwater drainage system to the total amount of rain falling. A coefficient of 0.5 implies that 50 percent of the rain falling on a given surface appears as storm water runoff.

Sediment. Solid material (both mineral and organic) that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface.

Sedimentation. The process that deposits soils, debris and other unconsolidated materials either on the ground surfaces or in bodies of water or watercourses.

Sensitive Water. A waterbody in need of priority protection or remediation base on its:
providing habitat for threatened or endangered species,
usage as a public water supply intake,
relevant community value,
usage for full body contact recreation,
exceptional use classification as found in 327 IAC 2-1-11(b), outstanding State resource water
classification as found in 327 IAC 2-1-2(3) and 327 IAC 2-1.5-19(b).

Site. The entire area included in the legal description of the land on which land-disturbing activity is to be performed.

Slope. Degree of deviation of a surface from the horizontal, measured as a numerical ratio or percent. Expressed as a ratio, the first number is commonly the horizontal distance (run) and the second is the vertical distance (rise)--e.g., 2:1. However, the preferred method for designation of slopes is to clearly identify the horizontal (H) and vertical (V) components (length (L) and Width (W) components for horizontal angles). Also note that according to international standards (Metric), the slopes are presented as the vertical or width component shown on the numerator--e.g., 1V:2H. Slope expressions in this Resolution follow the common presentation of slopes--e.g., 2:1 with the metric presentation shown in parenthesis--e.g., (1V:2H). Slopes can also be expressed in "percents". Slopes given in percents are always expressed as (100*V/H) --e.g., a 2:1 (1V:2H) slope is a 50% slope.

Soil. The unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of land plants.

Soil and Water Conservation District. A public organization created under State law as a special-purpose district to develop and carry out a program of soil, water, and related resource conservation, use, and development within its boundaries. A subdivision of State government with a local governing body, established under IC 14-32.

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Solid Waste. Any garbage, refuse, debris, or other discarded material.

Spill. The unexpected, unintended, abnormal, or unapproved dumping, leakage, drainage, seepage, discharge, or other loss of petroleum, hazardous substances, extremely hazardous substances, or objectionable substances. The term does not include releases to impervious surfaces when the substance does not migrate off the surface or penetrate the surface and enter the soil.

Storm Duration. The length of time that water may be stored in any stormwater control facility, computed from the time water first begins to be stored.

Storm Event. An estimate of the expected amount of precipitation within a given period of time. For example, a 10-yr. frequency, 24-hr. duration storm event is a storm that has a 10% probability of occurring in any one year. Precipitation is measured over a 24-hr. period.

Storm Sewer. A closed conduit for conveying collected storm water, while excluding sewage and industrial wastes. Also called a storm drain.

Stormwater. Water resulting from rain, melting or melted snow, hail, or sleet.

Stormwater Pollution Prevention Plan or SWPPP. A plan developed to minimize the impact of storm water pollutants resulting from construction activities.

Stormwater Runoff. The water derived from rains falling within a tributary basin, flowing over the surface of the ground or collected in channels or conduits.

Stormwater Quality Management Plan. A comprehensive written document that addresses stormwater runoff quality.

Stormwater Quality Measure. A practice, or a combination of practices, to control or minimize pollutants associated with storm water runoff.

Stormwater Drainage System - All means, natural or man-made, used for conducting storm water to, through or from a drainage area to any of the following: conduits and appurtenant features, canals, channels, ditches, storage facilities, swales, streams, culverts, streets and pumping stations.

Strip development. A multi-lot project where building lots front on an existing road.

Subdivision. Any land that is divided or proposed to be divided into lots, whether contiguous or subject to zoning requirements, for the purpose of sale or lease as part of a larger common plan of development or sale.

Subsurface Drain. A pervious backfield trench, usually containing stone and perforated pipe, for intercepting groundwater or seepage.

Surface Runoff. Precipitation that flows onto the surfaces of roofs, streets, the ground, etc., and is not absorbed or retained by that surface but collects and runs off.

Swale. An elongated depression in the land surface that is at least seasonally wet, is usually heavily vegetated, and is normally without flowing water. Swales conduct stormwater into primary drainage channels and may provide some groundwater recharge.

Temporary Stabilization. The covering of soil to ensure its resistance to erosion, sliding, or other movement. The term includes vegetative cover, anchored mulch, or other non-erosive material applied at a uniform density of seventy percent (70%) across the disturbed area.

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Tile Drain. Pipe made of perforated plastic, burned clay, concrete, or similar material, laid to a designed grade and depth, to collect and carry excess water from the soil.

Timber Harvesting. Cutting tree branches and trunks for commercial purposes without disturbing the root system.

Topographic Map. Graphical portrayal of the topographic features of a land area, showing both the horizontal distances between the features and their elevations above a given datum.

Topography. The representation of a portion of the earth's surface showing natural and man-made features of a give locality such as rivers, streams, ditches, lakes, roads, buildings and most importantly, variations in ground elevations for the terrain of the area.

Trained individual. An individual who is trained and experienced in the principles of storm water quality, including erosion and sediment control as may be demonstrated by state registration, professional certification, experience, or completion of coursework that enable the individual to make judgments regarding storm water control or treatment and monitoring.

Urban Drain. A drain defined as “Urban Drain” in Indiana Drainage Code.

Urbanization The development, change or improvement of any parcel of land consisting of one or more lots for residential, commercial, industrial, institutional, recreational or public utility purposes.

Vegetated swale. A type of vegetative practice used to filter stormwater runoff via a vegetated, shallow-channel conveyance.

Water Quality. A term used to describe the chemical, physical, and biological characteristics of water, usually in respect to its suitability for a particular purpose.

Water Resources. The supply of groundwater and surface water in a given area.

Waterbody. Any accumulation of water, surface, or underground, natural or artificial, excluding water features designed and designated as water pollution control facilities.

Watercourse. Any river, stream, creek, brook, branch, natural or man-made drainageway in or into which stormwater runoff or floodwaters flow either continuously or intermittently.

Watershed. The region drained by or contributing water to a specific point that could be along a stream, lake or other stormwater facilities. Watersheds are often broken down into subareas for the purpose of hydrologic modeling.

Watershed Area. All land and water within the confines of a drainage divide. See also Watershed.

Wetlands. Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. This definition shall be considered to be automatically amended to conform with the definition of a wetlands established from time to time by the United States of America or United States Army Corps of Engineers.

Exhibit A

**STORMWATER MANAGEMENT
RESOLUTION OF
CITY OF FISHERS, INDIANA**





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ARTICLE ONE

GENERAL INFORMATION

1.01 AUTHORITY AND TITLE

This Resolution is adopted in accordance with statutory authority granted to the City of Fishers (the “City”) under “Home Rule”, and further is required by Phase II of the National Pollution Discharge Elimination System program (FR Doc. 99–29181) authorized by the 1972 amendments to the Clean Water Act, the Indiana Department of Environmental Management’s Municipal Separate Storm Sewer (MS4) General Permit, and the Indiana Department of Environmental Management’s Construction Stormwater General Permit (CSGP). Based on this authority and these requirements, this Resolution regulates:

- A. Discharges of prohibited non-stormwater flows into the stormwater drainage system.
- B. Stormwater drainage improvements related to development of lands located within City of Fishers, Indiana.
- C. Drainage control systems installed during new construction and grading of lots and other parcels of land.
- D. Erosion and sediment control systems installed during new construction and grading of lots and other parcels of land.
- E. The design, construction, and maintenance of stormwater drainage facilities and systems.
- F. The design, construction, and maintenance of stormwater quality facilities and systems.
- G. Land-disturbing activities affecting wetlands.

This Resolution shall be known and may be cited as the City of Fishers Stormwater Management Resolution.

1.02 APPLICABILITY AND EXEMPTIONS

This Resolution shall be applicable to all development and redevelopment occurring within City of Fishers, Indiana per the noted acreage limits within each Article below. No permit shall be issued and no land disturbance started for any construction in a development, as defined in Article 8, until the plans required by this Resolution for such construction have been accepted in writing by the City. With the exception of the requirements of Article Two and Article Six – Section 6.04 of this Resolution, single- family dwelling houses in approved subdivisions, new buildings (or cumulative building additions) with less than 500 square feet of area, and land-disturbing activities affecting less than 10,000 square feet of area shall be exempt from the requirements of this Resolution. Also, exempt from this Resolution shall be the agricultural land-disturbing activities.

In addition to the requirements of this Resolution, compliance with all applicable ordinances of the City as well as with applicable Federal, State of Indiana, and other Local statues and regulations shall also be required. Unless otherwise stated, all other specifications referred to in this Resolution shall be the most recent edition available. The City government engineering and/or public works projects shall be exempt from obtaining a permit. If the project site is located within a Hamilton County Regulated Drain Watershed, the applicant will need to check with the Hamilton County Surveyor’s Office to learn if additional Surveyor’s Office requirements specific to that regulated drain would apply to the site.

Any construction project which has had its final drainage plan approved by the City within a 2-year period prior to the effective date of this Resolution shall be exempt from all requirements of this Resolution that are in excess of the requirements of ordinances in effect at the time of approval. Such an exemption is not applicable to the requirements detailed in Article 2 of this Resolution.

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1.03 PURPOSE

The purpose of this Resolution is to provide for the health, safety, and general welfare of the citizens of the City through the regulation of stormwater and non-stormwater discharges to the storm drainage system and to protect, conserve and promote the orderly development of land and water resources within the City. This Resolution establishes methods for managing the quantity and quality of stormwater entering into the stormwater drainage system in order to comply with State and Federal requirements. The objectives of this Resolution are:

- A. To reduce the hazard to public health and safety caused by excessive stormwater runoff.
- B. To regulate the contribution of pollutants to the stormwater drainage system from construction site runoff.
- C. To regulate the contribution of pollutants to the stormwater drainage system from runoff from new development and re-development.
- D. To prohibit illicit discharges into the stormwater drainage system.
- E. To establish legal authority to carry out all inspection, monitoring, and enforcement procedures necessary to ensure compliance with this Resolution.

As required by the MS4 General Permit, the requirements of this Resolution are formulated in such a way to promote maximization of open space and minimization of land disturbance and surface imperviousness, where practical, in order to minimize the potential for introduction of pollutants to the City's drainage conveyance system. The requirements of this Resolution are meant to guide the development within the City so that such development does not negatively impact the quality of stormwater.

1.04 ABBREVIATIONS AND DEFINITIONS

For the purpose of this Resolution, the abbreviations and definitions provided in Article 8 shall apply.

1.05 RESPONSIBILITY FOR ADMINISTRATION

The City shall administer, implement, and enforce the provisions of this Resolution through the Department of Public Works and Engineering Department. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the City of Fishers Board of Public Works and Safety to qualified persons or entities acting in the beneficial interest of or in the employ of City of Fishers government.

For unique or special cases where a property owner or customer can unequivocally document and demonstrate through appropriate engineering studies that a variance from this Resolution, the Technical Standards or the Construction Specifications, are available, appropriate, and comply with all state and federal laws and/or regulations, the Director of Public Works or the Director of Engineering, upon recommendation of his/her staff, has the authority to allow a variance from the Resolution, Technical Standards or Construction Specifications. If a property owner or customer is denied a variance by the Director of Public Works or the Director of Engineering, the property owner or customer may, within seven (7) days of the denial, notify the Board of Public Works & Safety of its request for a variance and appeal from the Director's decision. The Board of Public Works & Safety shall place the request on its agenda during a regularly scheduled meeting. At that meeting, the Board may hear the property owner or customer and the Director of Public Works, the Director of Engineering or their designee. The Board's decision shall be final.

1.06 CONFLICTING ORDINANCES

The provisions of this Resolution shall be deemed as additional requirements to minimum standards required by other City resolutions, ordinances, or standards, and as supplemental requirements to Indiana's Construction Stormwater General Permit regarding Stormwater Discharge Associated with Construction Activity, and Indiana's MS4 General Permit regarding Stormwater Runoff Associated with Municipal Separate Storm Sewer System Conveyances. In case of conflicting requirements, the most restrictive shall apply.

1.07 INTERPRETATION

Words and phrases in this Resolution shall be construed according to their common and accepted meanings, except that words and phrases defined in Article 8 shall be construed according to the respective definitions given in that section. Technical words and technical phrases that are not defined in this Resolution, but which have acquired particular meanings in law or in technical usage shall be construed according to such meanings.

1.08 SEVERABILITY

The provisions of this Resolution are hereby declared severable, and if any court of competent jurisdiction should declare any part or provision of this Resolution invalid or unenforceable, such invalidity or unenforceability shall not affect any other part or provision of the Resolution.

1.09 EFFECTIVE DATE

This Resolution shall become effective after its final passage, approval, and publication as required by law.

1.10 DISCLAIMER OF LIABILITY

The degree of protection required by this Resolution is considered reasonable for regulatory purposes and is based on historical records, engineering, and scientific methods of study. Larger storms may occur or stormwater runoff amounts and/or stormwater quality may be altered by man-made or natural causes. This Resolution does not imply that land uses permitted will be free from stormwater damage. This Resolution shall not create liability on the part of the City of Fishers, the Fishers City Council, Mayor, Director of Public Works, Director of Engineering, or any officer, representative, or employee thereof, for any damage which may result from reliance on this Resolution or on any administrative decision lawfully made there under.



ARTICLE TWO

PROHIBITED DISCHARGES AND CONNECTIONS

2.01 APPLICABILITY AND EXEMPTIONS

This Article shall apply to all discharges, including illegal dumping, entering the stormwater drainage system regulated by the City, regardless of whether the discharge originates from developed or undeveloped lands, and regardless of whether the discharge is generated from an active construction site or a stabilized site. These discharges include flows from direct connections to the stormwater drainage system, illegal dumping, and contaminated runoff.

Stormwater runoff from agricultural, timber harvesting, and coal mining activities is exempted from the requirements of this Article unless determined to contain pollutants not associated with such activities or in excess of standard practices. Farm residences are **not** included in this exemption.

Any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that IDEM issues written acceptance for the subject discharge to the stormwater drainage system, is also exempted from this Article.

2.02 PROHIBITED DISCHARGES AND CONNECTIONS

No person shall discharge to a MS4 conveyance, watercourse, or waterbody, directly or indirectly, any substance other than stormwater or an exempted discharge. Any person discharging stormwater shall effectively minimize pollutants from also being discharged with the stormwater, through the use of best management practices ("BMP"s).

The City is authorized to require dischargers to implement pollution prevention measures, utilizing BMPs, necessary to prevent or reduce the discharge of pollutants into City stormwater drainage system.

2.03 EXEMPTED DISCHARGES AND CONNECTIONS

Notwithstanding other requirements in this Resolution, the following categories of non-stormwater discharges or flows are exempted from the requirements of this Article:

- A. Water line and hydrant flushing for maintenance;
- B. Diverted streamflows;
- C. Rising ground waters;
- D. Uncontaminated groundwater infiltration;
- E. Uncontaminated pumped ground water;
- F. Discharges from potable water sources;
- G. Footing, foundation, and crawl space drains;
- H. Air conditioning condensation;
- I. Irrigation water;
- J. Springs;
- K. Water from crawl space pumps;
- L. Footing drains;
- M. Lawn watering;
- N. Individual residential car washing;
- O. Flows from riparian habitats and wetlands;

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- P. Dechlorinated/debrominated swimming pool discharges;
- Q. Pavement wash waters provided spills or leaks of toxic hazardous materials have not occurred (unless all spill material has been removed) and where detergents are not used;
- R. Fire suppression activities;
- S. Naturally introduced detritus (e.g. leaves and twigs).
- T. Excess storm sewer cleaning water not collected by a vacuum truck (uncontaminated).
- U. Non-commercial car washing by community organizations.
- V. External building wash down, without detergents.

2.04 STORAGE OF HAZARDOUS OR TOXIC MATERIAL

Storage or stockpiling of hazardous or toxic material within any watercourse, or in its associated floodway or floodplain, is strictly prohibited. Storage or stockpiling of hazardous or toxic material, including sewage treatment plant stockpiles, on active construction sites must include adequate protection and/or containment so as to prevent any such materials from entering any temporary or permanent stormwater conveyance or watercourse.

2.05 PRIVATE PROPERTY MAINTENANCE DUTIES

The City shall have no responsibility for the installation, maintenance and repair of private stormwater facilities or private drainage systems and underdrains associated with rear or side yard swales. Private drains and drainage systems are the responsibility of the property owner on which the private drain or drainage system is located. All costs and expenses incident to the installation and maintenance of the private drain or drainage system shall be borne by the property owner. No unauthorized person shall uncover, make any connection with or open into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining permission from the City by permit.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse located within their property boundaries, free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

2.06 SPILL REPORTING

Any discharger who accidentally discharges into a waterbody any substance other than stormwater or an exempted discharge shall immediately inform the Hamilton County Health Department, Hamilton County Emergency Management Agency, or HAZMAT concerning the discharge. A written report concerning the discharge shall be filed with the City and IDEM, by the dischargers, within five (5) days. The written report shall specify:

- A. The composition of the discharge and the cause thereof;
- B. The date, time, and estimated volume of the discharge;
- C. All measures taken to clean up the accidental discharge, and all measures proposed to be taken to prevent any recurrence;
- D. The name and telephone number of the person making the report, and the name and telephone number of a person who may be contacted for additional information on the matter.

A properly reported accidental discharge shall be an affirmative defense to a civil infraction proceeding brought under this Resolution against a discharger for such discharge. It shall not, however, be a defense to a legal action brought to obtain an injunction, to obtain recovery of costs or to obtain other relief because of or arising out of the discharge. A discharge shall be considered properly reported only if the discharger complies with all the requirements of this section. This requirement does not relieve discharger from notifying other entities as required by other Local, State, and Federal regulations.

2.07 INSPECTIONS AND MONITORING

A. Storm Drainage System

The Director of Public Works has the authority to periodically inspect the portion of the storm drainage system under the City's control, in an effort to detect and eliminate illicit connections and discharges into the system. This inspection will include a screening of discharges from outfalls connected to the system in order to determine if prohibited flows are being conveyed into the storm drainage system. It could also include spot testing of waters contained in the storm drainage system itself to detect the introduction of pollutants into the system by means other than a defined outfall, such as dumping or contaminated sheet runoff.

B. Potential Polluters

If, as a result of the storm drainage system inspection, a discharger is suspected of an illicit discharge, the Director of Public Works may inspect and/or obtain stormwater samples from stormwater runoff facilities of the subject discharger, to determine compliance with the requirements of this Resolution. Upon request, the discharger shall allow the Department of Public Works' identified representative to enter upon the premises of the discharger at all hours necessary for the purposes of such inspection or sampling. The Department of Public Works' identified representative may place on the discharger's property the equipment or devices used for such sampling or inspection. Identified illicit connections or discharges shall be subject to enforcement action as set forth in Section 53.99 of the Fishers' Code of Ordinances.

C. New Development and Re-Development

Following the final completion of construction and the receipt of as-built record drawings by the Director of Engineering, the Director of Engineering and Director of Public Works have the authority to inspect new development and re-development sites to verify that all on-site stormwater conveyances and connections to the storm drainage system are in compliance with this Article.



ARTICLE THREE

STORMWATER QUANTITY MANAGEMENT

3.01 APPLICABILITY AND EXEMPTIONS

The storage and controlled release rate of excess stormwater runoff shall be required for all new business, commercial, institutional, and industrial developments, residential subdivisions, planned development, rural estate subdivisions, and any redevelopment or other new construction located within the City. The Director of Public Works or the Director of Engineering, after thorough investigation and evaluation, may waive the requirement of controlled runoff for minor subdivisions and parcelization.

3.02 POLICY ON STORMWATER QUANTITY MANAGEMENT

It is recognized that most streams and drainage channels serving the City do not have sufficient capacity to receive and convey stormwater runoff resulting from continued urbanization. Accordingly, the storage and controlled release of excess stormwater runoff shall be required for all developments and redevelopments (as defined in Article 8) that disturb one (1) acre or more of land within the City. The maximum allowable release rates are in accordance with the City of Fishers Construction Specifications. However, if the runoff from the new site cannot be adequately managed in a manner to not cause downstream damage or impacts and/or the downstream drainage pattern or drainage system cannot accommodate the increased runoff from the new development, detention may be required below the threshold of 1 acre of disturbance. Also, it is recommended to detain water on all sites that disturb one-half (0.5) acre or more of land to provide enhanced assurances that downstream flooding and creek erosion through channel protection methods can be properly controlled.

3.03 CALCULATIONS AND DESIGN STANDARDS AND SPECIFICATIONS

The calculation methods as well as the type, sizing, and placement of all stormwater facilities shall meet the design criteria, standards, and specifications outlined in the Construction Specifications. The methods and procedures in the Construction Specifications are consistent with the policy stated above.

3.04 DRAINAGE EASEMENT REQUIREMENTS

There shall be no trees or shrubs planted, nor any structures or fences erected, nor any modifications to the swale grade in any drainage easement, unless otherwise accepted by the Director of Public Works by a drainage easement permit. Drainage easements are intended for the periodic or occasional use as conductors for the flow of surface water runoff and for the maintenance and protection of storm sewers and shall be maintained in an unobstructed condition by the owners of the properties they cross. The Department of Public Works shall have the right to determine if any obstruction exists, and to require such repair and maintenance by the property owner, as shall be necessary to keep the drainage easement unobstructed. In addition, if City owned dedicated storm sewers exist within the easement that become damaged and/or obstructed by tree roots or other vegetation planted within or outside of the easement, the Department of Public Works shall have the right to require removal of trees or vegetation within or outside of the easement to prevent future damage and/or obstruction from occurring within City storm sewers.

Private property swales and ditches shall be maintained by the property owners. Private driveway drainage culverts shall be maintained by the property owners when they become clogged or cause drainage issues due to lack of maintenance, damage, settlement, erosion, etc. Public right-of-way ditches shall be maintained by the City at the discretion of the Director of Public Works. Roadway ditches exist for both drainage conveyance and detention/water quality storage.

3.05 PLACEMENT OF UTILITIES

No utility company may disturb existing storm management facilities without the consent of the Director of Public Works. All existing drainage facilities shall have senior rights and damage to said facilities shall result in penalties as set forth in Section 53.99 of the Fishers Code of Ordinances.

3.06 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING

After the approval of the development permit by the Director of Engineering and the commencement of construction activities, the Director of Engineering and the Director of Public Works have the authority to conduct inspections of the work being done to ensure full compliance with the provisions of this Article, the Construction Specifications, and the terms and conditions of the approved permit.

The Department of Public Works also has the authority to perform long-term, post-construction inspection of all public or privately owned stormwater quantity facilities. The inspection will cover physical conditions, available storage capacity, and the operational condition of key facility elements. Stormwater quantity facilities shall be maintained in good condition, in accordance with the terms and conditions of the approved stormwater management permit, and shall not be subsequently altered, revised or replaced except in accordance with the approved stormwater permit, or in accordance with approved amendments or revisions to the permit. If deficiencies are found during the inspection, the owner of the facility will be notified by the Department of Public Works and will be required to take all necessary measures to correct such deficiencies. If the owner fails to correct the deficiencies within the allowed time period, as specified in the notification letter, the Department of Public Works can undertake the work and collect from the owner using lien rights if necessary or subject the owner to the penalties set forth in Section 53.99 of the Fishers Code of Ordinances.



ARTICLE FOUR

STORMWATER POLLUTION PREVENTION FOR CONSTRUCTION SITES

4.01 APPLICABILITY AND EXEMPTIONS

The City requires that a Stormwater Pollution Prevention Plan (SWPPP), which includes erosion and sediment control measures and materials handling procedures, to be submitted as part of the construction plans and specifications. Any project located within the City that includes clearing, grading, excavation, and other land-disturbing activities, resulting in the disturbance of or impact on one (1) acre or more of total land area, is subject to the full requirements of this Article. This includes both new development and re-development and single family residences and ponds that are not part of a larger common plan of development or sale (obtain permit coverage and comply with the general performance standards in the CSGP with the exception of sections 3.2 (a)(9), 3.6, and 3.8). This Article also applies to proposed hotspot developments disturbing less than one (1) acre and to disturbances of less than one (1) acre of land that are part of a larger common plan of development or sale if the larger common plan will ultimately disturb one (1) or more acres of land, within the MS4 area. Section 4.03 of this Article provides guidelines for calculating land disturbance. It is also recommended to comply with the full measures of this article down to a threshold of one-half (0.5) acre to provide enhanced assurances to limit off site sedimentation. For sites between 10,000 square feet and less than one (1) acre of disturbance, only a sediment and erosion control plan is required with the appropriate erosion and sediment control measures. A full SWPPP is not required for this threshold.

The requirements under this Article do not apply to the following activities:

- a. Agricultural land-disturbing activities; or
- b. Silvicultural timber harvesting activities.
- c. Stormwater discharges associated with oil and gas exploration, production, processing or treatment operations, or transmission facilities.
- d. Ditch maintenance for activities performed on a regulated drain by a county drainage board, or a ditch where the drainage board has relinquished jurisdiction to a municipality or a sanitary district, as defined in Appendix B of the Indiana Construction Stormwater General Permit and in accordance with IC 36-9-27.

The requirements under this Article do not apply to the following activities, provided other applicable State permits contain provisions requiring immediate implementation of soil erosion control measures:

- a. Landfills that have been issued a certification of closure under 329 IAC 10.
- b. Coal mining activities permitted under IC 14-34.
- c. Municipal solid waste landfills that are accepting waste pursuant to a permit issued by the Indiana Department of Environmental Management under 329 IAC 10 that contains equivalent stormwater requirements, including the expansion of landfill boundaries and construction of new cells either within or outside the original solid waste permit boundary.

For an individual lot where land disturbance is expected to be one (1) acre or more, the individual lot owner must complete their own notice of intent letter, apply for a stormwater permit from the City of Fishers, and ensure that a sufficient construction and stormwater pollution prevention plan is completed and submitted in accordance with Article 6 of this Resolution unless the lot is part of a larger multi-lot project.

An individual lot with land disturbance located within a larger permitted project site, is considered part of the larger permitted project site, and the individual lot operator must comply with the terms and conditions of the stormwater permit approved for the larger project site. The development application for the larger project site must include detailed erosion and sediment control measures for individual lots. In addition, these individual lots are required to submit Individual Lot Plot Plan Permit applications prior to receiving a building permit. Further, each lot operator is required to complete a construction stormwater residential development registration form certifying their intent to comply with the CSGP per the list below:

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- a. Include the permittee of the overall residential development contact information project name permit number and signature.
- b. Include the individual lot operator, contact information, and building lot or lots, and signature.
- c. Maintain the form at each individual building lot.

Details of the permitting process are contained in Article 6.

It will be the responsibility of the project site owner to complete a development application and ensure that a sufficient construction plan is completed and submitted to the City in accordance with Article 6 of this Resolution. It will be the responsibility of the project site owner and/or permit holder to ensure compliance with this Resolution during the construction activity and implementation of the construction plan, and in following and implementing all best management practices, and to notify the City with a sufficient notice of termination letter upon completion of the project and stabilization of the site. However, all persons engaging in construction and land-disturbing activities on a permitted project site meeting the applicability requirements must comply with the requirements of this Article and this Resolution.

4.02 POLICY ON STORMWATER POLLUTION PREVENTION

Effective stormwater pollution prevention on construction sites is dependent on a combination of preventing movement of soil from its original position (erosion control), intercepting displaced soil prior to entering a waterbody (sediment control), and proper on-site materials handling. The developer must submit to the City, a SWPPP with detailed erosion and sediment control plans as well as a narrative describing materials type and specification, handling and storage, and construction sequencing. See the Construction Specifications for a list of requirements that should be considered in the preparation of a SWPPP within the City.

4.03 POLICY FOR CALCULATING LAND DISTURBANCE AREA

In calculating the total area of land disturbance, for the purposes of determining applicability of this Article to the project, the following guidelines should be used:

- A. Off-site construction activities that provide services (for example, road extensions, sewer, water, and other utilities) to a land-disturbing project site, must be considered as a part of the total land disturbance calculation for the project site, when the activity is under the control of the project site owner.
- B. Strip developments will be considered as one (1) project site and must comply with this Article unless the total combined disturbance on all individual lots is less than one (1) acre and is not part of a larger common plan of development or sale.
- C. To determine if multi-lot project sites are regulated by this rule, the area of land disturbance shall be calculated by adding the total area of land disturbance for improvements, such as, roads, utilities, or common areas, and the expected total disturbance on each individual lot, as determined by the following:
 - i. For a single-family residential project site where the lots are one-half (0.5) acre or more, one-half (0.5) acre of land disturbance must be used as the expected lot disturbance.
 - ii. For a single-family residential project site where the lots are less than one half (0.5) acre in size, the total lot must be calculated as being disturbed.
 - iii. To calculate lot disturbance on all other types of project sites, such as industrial and commercial projects project sites, a minimum of one (1) acre of land disturbance must be used as the expected lot disturbance regardless of size.

The calculation methods as well as the type, sizing, and placement of all stormwater pollution prevention measures for construction sites shall meet the design criteria, standards, and specifications outlined in the latest editions of the *Indiana Stormwater Quality Manual* and the Construction Specifications. The methods and procedures included in these two references are in keeping with the above stated policy and meet the

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requirements of IDEM's Construction Stormwater General Permit. A Copy of the *Indiana Stormwater Quality Manual* may be obtained through IDEM.

4.04 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING

Following approval of the stormwater management permit, the Department of Public Works has the authority to conduct inspections of the site to ensure full compliance with the provisions of this Article, the latest edition of *the Indiana Stormwater Quality Manual*, and the terms and conditions of the approved permit.

A monitoring and project management program must be implemented by the project site owner and/or permit holder to ensure the SWPPP is working effectively. A trained individual, as defined in Article 8, shall perform a written evaluation of the entire project site 24-hours prior to a qualifying precipitation event or by the end of the next business day following each measurable storm event (excluding accumulated snow events). A measurable event is defined as equal to or greater than one-half (0.50) inch of rainfall within a 24-hour period. If there are no measurable storm events within a given week, the site should be monitored at least once in that week. In the event of multiple qualifying events during a given work week, no more than three (3) inspections will be required for that work week. Weekly inspections by the trained individual shall continue until the entire site has been stabilized and a Notice of Termination has been issued. For specific areas within the project which are stabilized with permanent vegetative cover at 70% vegetation density and/or erosion resistant armoring is installed, inspections can be reduced to once per month. Inspection records must identify the specific areas and the date these areas became eligible for monthly monitoring. Weekly monitoring must resume if the vegetative cover fails, there is evidence of erosion in the identified area, and/or IDEM or the City requires weekly inspections to resume. The trained individual should look at the maintenance of existing stormwater pollution prevention measures, including erosion and sediment control measures, drainage structures, and construction materials storage/containment facilities, to ensure they are functioning properly. The trained individual should also identify additional measures, beyond those originally identified in the SWPPP, necessary to remain in compliance with all applicable statutes and regulations.

The resulting self-monitoring program (SMP) evaluation reports must include the following:

- A. Name of the individual performing the evaluation, including printed name, title, and signature (electronic signatures are acceptable).
- B. Date of the evaluation.
- C. Amount of precipitation when the evaluation is conducted after a measurable storm event. Recorded rainfall may be documented utilizing an on-site rain gauge or storm event information from a weather station that is representative of the project location.
- D. Observations of project performance in relation to:
 1. Implementation of the stormwater pollution prevention plan.
 2. Assessment of existing stormwater measures based on industry standards and the maintenance standards/corrective action threshold for each stormwater measure as required for the stormwater pollution prevention plan to ensure each measure is operational and functioning properly.
 3. Additional measures necessary in the event an existing measure fails or is not present in the landscape
 4. Impacts including, but not limited to, sediment discharges, erosion, discharges that results in bank erosion, and operational activities that have the potential to generate pollutants and unauthorized discharges.
 5. The status of the specific areas within the project identified as stabilized with permanent vegetative cover at 70% vegetation density and/or with erosion resistant armoring installed and have been identified as eligible for monthly monitoring.
- E. Documentation of an actual discharge that is visible during the assessment, and must include:
 1. The location of the discharge
 2. A visual description of the discharge, to include but not limited to:
 - Color (turbidity reading is an option)
 - Odor
 - Floatables
 - Settled/suspended solids
 - Foam

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- Oil sheen
 - Any other visible sign that may be attributed to operations occurring on the project site.
- F. Detail of corrective action recommended and/or completed. Corrective action includes, but is not limited to:
1. Repairing, modifying, or replacing any stormwater management measure.
 2. Clean-up and proper disposal of spills, releases, or other deposits.
 3. Remedying a permit violation.
 4. Taking reasonable steps to remediate, minimize or prevent the discharge of pollutants associated with the construction activity until a permanent corrective solution is initiated.
 5. Restoring an impacted area and/or removing accumulated sediment, provided appropriate permission and permits are obtained to conduct the activity.
- G. A timeline for which the corrective action will occur to remediate the discharge of pollutants. The established corrective action, at a minimum, must be initiated:
1. On the day the deficiency was discovered or when it is not practical to initiate on the discovery date, no later than forty- eight (48) hours for the repair of a measure or installation of a temporary measure until a new and/or replacement measure is installed as specified in item 2 below.
 2. Within seven (7) days of discovery for the installation of a new (alternative) measure or replacement of an existing measure unless a shorter timeframe is required as part of a regulatory inspection. The inspecting authority may also allow additional time to take corrective action.
 3. If corrective action cannot be achieved within the timelines outlined in 1 or 2 above, a reason for incompletion must be provided and documented, including the anticipated completion date.
- H. Documentation of corrective action taken from the previous self-monitoring report.

The project site owner must demonstrate the public has been notified that a construction activity is to commence. This notification:

- A. Must be completed prior to the submittal of an initial notice of intent.
- B. Must contain specific language, including:
1. The name of the company or individual responsible for obtaining permit coverage or another entity that represents the responsible company or individual.
 2. A statement that a NOI will be submitted to IDEM with intent to discharge stormwater from construction activities/land-disturbing activities.
 3. The name of the construction project and a general location or if applicable an address for the project.
 4. The name(s) of the receiving water(s).
 5. Contact information (phone and email) to where questions may be directed.
- C. Must be posted at the project site meeting the following; or
1. Be located visibly at a publicly accessible location, preferably at the proposed entrance to the project.
 2. Contain the date the notice was posted.
 3. Signed by the project site owner or their representative.
 4. Be legible and on an 8.5 X 11 inch sheet at a minimum.
 5. Be posted ten (10) calendar days prior to submittal of the notice of intent and remain posted with the NOI when it is posted at the project site.
- D. Must be published in a printed or digital newspaper of general circulation in the affected area(s) for at least one day.

The project owner must maintain a project management log that contains:

- A. Information related to all off-site borrow sites, disposal areas, and staging areas that are off-site and meet the criteria listed in Appendix A (5)(B), including:
1. The location of each activity.
- A. Information related to all project activities including, but not limited to:
1. Self-monitoring program (SMP) evaluation reports
 2. Regulatory inspections.
 3. Responses to a compliance action or enforcement action.
 4. Records showing the dates of all SWP3 modifications. The records must include the name of

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the person authorizing each change and a summary of all changes.

5. Documentation of compliance with the public notice requirements

The owner shall ensure the SWP3 and supporting documentation associated with the SMP and project management log are accessible at the project site office or in the possession of on-site individuals with responsibility for the overall project management or associated with the management and operations of construction activities. This information must be provided to IDEM or the City within forty-eight (48) hours of a request.

The SWPPP shall serve as a guideline for stormwater quality but should not be interpreted to be the only basis for implementation of stormwater quality measures for a project site. The project site owner and/or permit holder is responsible for implementing, in accordance with this Article, all measures necessary to adequately prevent polluted stormwater runoff. Recommendations by the trained individual for modified stormwater quality measures should be implemented.



ARTICLE FIVE

STORMWATER QUALITY MANAGEMENT FOR POST-CONSTRUCTION

5.01 APPLICABILITY AND EXEMPTIONS

In addition to the requirements of Article 4, the SWPPP, which is to be submitted to the City as part of the development application, must also include post-construction stormwater quality measures. These measures are incorporated as a permanent feature into the site plan and are left in place following completion of construction activities to continuously treat stormwater runoff from the stabilized site. Any project located within City that includes clearing, grading, excavation, and other land-disturbing activities, resulting in the disturbance of or impact on one (1) acre or more of total land area, is subject to the requirements of this Article. This includes both new development and re-development, and disturbances of less than one (1) acre of land that are part of a larger common plan of development or sale, or master planned area if the larger common plan will ultimately disturb one (1) or more acres of land, within the MS4 area. A master planned area shall be defined as any drainage, zoning, or defined district plan, or any other planned development or redevelopment area likely to have several lots with less than one acre of area being promoted for redevelopment. In addition, regardless of the amount of disturbance, the City reserves the right to require pre-treatment BMPs for proposed hot spot developments in accordance to provisions contained in the Construction Specifications. The City also encourages implementation of the requirements of this article down to a threshold of one-half (0.5) acre or more of disturbed area to provide enhanced water quality treatment for downstream receiving waters.

The requirements under this Article do not apply to the following activities:

- A. Agricultural land-disturbing activities; or
- B. Silvicultural timber harvesting activities; or
- C. Construction activities associated with a single family residential dwelling when the dwelling is not part of a larger common plan of development or sale; or
- D. Single family residential developments consisting of four or less lots; or
- E. A single-family residential strip development where the developer offers for sale or lease without land improvements and the project is not part of a larger common plan of development of sale; or
- F. Individual building lots within a larger permitted project.
- G. Stormwater discharges associated with oil and gas exploration, production, processing or treatment operations, or transmission facilities.
- H. Ditch maintenance for activities performed on a regulated drain by a county drainage board, or a ditch where the drainage board has relinquished jurisdiction to a municipality or sanitary district, as defined in appendix B of the Indiana construction stormwater general permit and in accordance with IC 36-9-27.

The requirements under this Article do not apply to the following activities, provided other applicable State permits contain provisions requiring immediate implementation of soil erosion control measures:

- A. Landfills that have been issued a certification of closure under 329 IAC 10.
- B. Coal mining activities permitted under IC 14-34.
- C. Municipal solid waste landfills that are accepting waste pursuant to a permit issued by the Indiana Department of Environmental Management under 329 IAC 10 that contains equivalent stormwater requirements, including the expansion of landfill boundaries and construction of new cells either within or outside the original solid waste permit boundary.

It will be the responsibility of the project site owner to complete a development application and ensure that a sufficient construction plan is completed and submitted to the City in accordance with Article 6 of this Resolution. It will be the responsibility of the project site owner and/or permit holder to ensure proper

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construction and installation of all stormwater BMPs in compliance with this Resolution and with the approved stormwater management permit, and to notify the City with a sufficient notice of termination letter upon completion of the project and stabilization of the site. However, all eventual property owners of stormwater quality management facilities meeting the applicability requirements must comply with the requirements of this Article and this Resolution.

5.02 POLICY ON STORMWATER QUALITY MANAGEMENT

It is recognized that developed areas, as compared to undeveloped areas, generally have increased imperviousness, decreased infiltration rates, increased runoff rates, and increased concentrations of pollutants such as fertilizers, herbicides, greases, oil, salts and other pollutants. As new development and re-development continues in the City, measures must be taken to intercept and filter pollutants from stormwater runoff prior to reaching regional creeks, streams, and rivers. It is presumed that through the use of Best Management Practices (BMP), stormwater runoff will be filtered and harmful amounts of sediment, nutrients, and contaminants will be removed. City has established a minimum standard that the measurement of the effectiveness of the control of Stormwater quality will be based on the management of Total Suspended Solids (TSS).

It is also recognized that another major source of pollution in many Indiana streams, including those within the corporate boundaries of the City, is the streambank erosion associated with urbanizing watersheds. Stream channels develop their shape in response to the volume and rate of runoff that they receive from their contributing watersheds. Research has shown that in hydrologically stable watersheds, the stream flow responsible for most of the shaping of the channel (called the bankfull flow) occurs between every one to two years. When land is developed, the volume and rate of runoff from that land increases for these comparatively small flooding events that are not normally addressed by the detention practices and the stream channel will adapt by changing its shape. As the stream channel works to reach a new stable shape, excess erosion occurs. As new development and re-development continues within the corporate boundaries of the City, measures should be taken to minimize the impact of such development or re-development on streambank erosion. Through the use of appropriate Best Management Practices (BMP's), the volume and rate of runoff for channel forming flows can be reduced in an attempt to minimize increased streambank erosion in the receiving streams and channels.

The project site owner must submit to the City, a SWPPP that would show placement of appropriate BMP(s) from a pre-approved list of BMPs specified in the Construction Specifications. The noted BMPs must be designed, constructed, and maintained according to guidelines provided or referenced in the Construction Specifications. Practices other than those specified in the pre-approved list may be utilized. However, the burden of proof, as to whether the performance (minimum 80% TSS removal) and ease of maintenance of such practices will be according to guidelines provided in the Construction Specifications, would be placed with the applicant. Details regarding the procedures and criteria for consideration of acceptance of such BMPs are provided in the Construction Specifications.

Gasoline outlets and refueling areas must install appropriate practices to reduce lead, copper, zinc, and hydrocarbons in stormwater runoff in addition to the hot spot requirements indicated in the Construction Specifications. These requirements will apply to all new facilities and existing facilities that replace their tanks.

5.03 CALCULATIONS AND DESIGN STANDARDS AND SPECIFICATIONS

Calculation of land disturbance should follow the guidelines discussed in Article 4, Section 4.03.

The calculation methods as well as the type, sizing, and placement of all stormwater quality management measures, or BMPs shall meet the design criteria, standards, and specifications outlined in the *latest editions of the Indiana Stormwater Quality Manual* and the Construction Specifications. The methods and procedures included in these two references are in keeping with the above stated policy and meet the requirements of IDEM's Municipal Separate Storm Sewer (MS4) General Permit.

5.04 EASEMENT REQUIREMENTS

All stormwater quality management systems, including detention or retention basins, filter strips, pocket wetlands, in-line filters, infiltration systems, conveyance systems, structures and appurtenances located outside of the right-of-way shall be designated as common areas or incorporated into permanent drainage easements. For the purposes of monitoring, inspection, and general maintenance activities, adequate easement widths, as detailed in the Construction Specifications, beyond the actual footprint of the stormwater quality management facility as well as a 20-foot wide access easement from a public right-of-way to each BMP shall be provided.

5.05 INSPECTION, MAINTENANCE, RECORD KEEPING, AND REPORTING

After the approval of the stormwater management permit, the Department of Public Works has the authority to conduct inspections of the work being done to ensure full compliance with the provisions of this Article, the Construction Specifications, and the terms and conditions of the approved permit.

Stormwater quality management facilities shall be maintained in good condition, in accordance with the Operation and Maintenance procedures and schedules listed in the latest editions of the *Indiana Stormwater Quality Manual* and the Construction Specifications, and the terms and conditions of the approved stormwater permit, and shall not be subsequently altered, revised, or replaced except in accordance with the approved stormwater permit, or in accordance with approved amendments or revisions in the permit. Following construction completion, maintenance of stormwater quality facilities shall be the long-term responsibility of the facility's owner.

The Department of Public Works has the authority to perform long-term, post-construction inspection of all public or privately owned stormwater quality facilities. The inspections will follow the Operation and Maintenance procedures included in the Construction Specifications and/or permit application for each specific BMP. The inspection will cover physical conditions, available water quality storage capacity and the operational condition of key facility elements. Noted deficiencies and recommended corrective action will be included in an inspection report. If deficiencies are found during the inspection, the owner of the facility will be notified by the Department of Public Works and will be required to take all necessary measures to correct such deficiencies. If the owner fails to correct the deficiencies within the allowed time period, as specified in the notification letter or inspection report, the City will start enforcement procedures under Section 53.99 of the Fishers Code of Ordinances or undertake the work and collect from the owner using lien rights if necessary.



ARTICLE SIX

PERMIT REQUIREMENTS AND PROCEDURES

6.01 CONCEPTUAL DRAINAGE PLAN REVIEW

In order to establish that an adequate drainage outlet(s) exists for a proposed development, a developer may apply for a conceptual drainage plan review by the Department of Engineering and Department of Public Works Offices. Note that any preliminary drainage approval by the Director of Engineering or Director of Public Works as a result of such a review is based on preliminary data and shall not be construed as a final drainage approval or considered binding on either party. The following is a general listing of minimum data requirements for the review of conceptual drainage plans:

- A. One complete digital set of conceptual plans showing general project layout, including existing and proposed drainage systems and proposed outlets (plan sheets must be 24" by 36").
- B. General description of the existing and proposed drainage systems in narrative form.
- C. Watershed Boundaries on City's 1-foot topographic mapping.
- D. Existing watercourse or regulated drains.
- E. Letter of Intent for obtaining any needed consents, off-site easements, right-of-way, or regulatory permits.

6.02 PERMIT PROCEDURES

This section applies to all development, or re-development of land, that results in land disturbance of one (1) acre or more. Individual lots with land disturbance less than one (1) acre that are developed within a larger permitted project site should refer to Section 6.04 for plan review requirements and procedures.

Figure 6-1 is a flowchart summarizing the plan review/permit approval process and can be found at the end of this Article. Permit requirements should follow the latest development application process established by the City. Stormwater management will be reviewed and approved as a part of the overall development permit process. Submittal requirements include but are not limited to proof of a Draft Notice of Intent letter (NOI) filed through the IDEM Regulatory ePortal, construction plan sheets, stormwater drainage technical report, a stormwater pollution prevention plan (SWPPP), and any other necessary support information. Specific information to be included can be found in Section 6.03 below and within the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications.

After the City's receipt of the application, the applicant will be notified as to whether their application was complete or insufficient. The applicant will be asked for additional information if the application is insufficient. The information provided will be reviewed by the City.

Once a SWPPP has been deemed adequate, the project site owner must file a final Notice of Intent to IDEM via their Regulatory ePortal a minimum of 48 hours prior to the commencement of construction activities. However, the City requires digital proof of the final notice of sufficiency (NOI and NOS) from IDEM's Regulatory ePortal prior to issuance of any grading, improvement location, or subdivision improvement permit. The IDEM submittal must include a proof of publication, verification that the jurisdictional entity approved the plan, and a \$100 fee. For the City, digital copies of the final approved construction plans, stormwater drainage technical report, stormwater pollution prevention plan for construction sites, and post-construction stormwater pollution prevention plan shall also accompany the above-noted written notification and proof of publication. A pre-construction meeting is required to be held with the participation of the City and other entities

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involved prior to any grading activity to ensure that appropriate perimeter control measures have been implemented on the site and the location of any existing tiles has been properly marked.

Once construction starts, the project owner shall monitor construction activities and inspect all stormwater pollution prevention measures in compliance with this Resolution and the terms and conditions of the approved permit. Upon completion of construction activities, as-built plans must be submitted to the City. A Notice of Termination (NOT) inspection request shall be sent to the City of Fishers once the construction site has been stabilized and all temporary erosion and sediment control measures have been removed. The Director of Public Works or a representative shall inspect the construction site to verify the requirements for an NOT have been met. The City reserves the right to hold the permit holder responsible for all infrastructure, erosion control, or BMP related aspects of the project until all of these aspects are fully satisfactory to the City, independent of the NOT release requirements by IDEM. Once the applicant receives proof from the City that they have met final NOT requirements, they must forward a copy to IDEM to close out the permit through the IDEM Regulatory ePortal. Permits issued under this scenario will expire 5 years from the date of issuance. If construction is not completed within 5 years, the NOI must be renewed through IDEM's Regulatory ePortal system at least 90 days prior to expiration.

6.03 INFORMATION REQUIREMENTS

Specific projects or activities may be exempt from all or part of the informational requirements listed below. Exemptions are detailed in the "Applicability and Exemptions" Sections of Articles 2 through 5. If a project or activity is exempt from any or all requirements of this Resolution, an application should be filed listing the exemption criteria met, in lieu of the information requirements listed below. This level of detailed information is not required from individual lots that disturb or impact less than 1 acre of land that are developed within a larger permitted project site. Review and acceptance of such lots is covered under Section 6.04 of this Article.

The different elements of a permit submittal for a Stormwater Plan approval include a Draft Notice of Intent (NOI) through IDEM's Regulatory ePortal, construction plans, a stormwater drainage technical report, a stormwater pollution prevention plan for active construction sites, a post-construction stormwater pollution prevention plan, and any other necessary supporting information. In addition, an updated NOI along with proof of publication of a public notice will need to be submitted directly to IDEM, with a copy provided to the City. All plans, reports, calculations, and narratives shall be signed and sealed by a professional engineer or a licensed Engineer, registered in the State of Indiana.

A. Draft Notice of Intent

The NOI is a standard form developed by the Indiana Department of Environmental Management which requires general project information that has now been converted to an online system through IDEM's Regulatory ePortal process. As part of the City development permit application package, proof of the draft online Regulatory ePortal application shall be provided to the City at the time of application.

Digital proof of IDEM's acceptance of this final NOI, will need to be submitted prior to the stormwater management permit being granted and at least 48 hours prior to commencement of construction. The publication must include the following language:

“(Company name, address) is submitting an NOI letter to notify the City of Fishers and the Indiana Department of Environmental Management of our intent to comply with the requirements of the City of Fishers Stormwater Management Resolution, as well as the requirements of 327 IAC 15-5 and 327 IAC 15-13, to discharge stormwater from construction activities for the following project: (name of the construction project, address of the location of the construction project, and Parcel Identification Number). Runoff from the project site will discharge to (stream(s) receiving the discharge(s)).”

B. Construction Plans

Construction plans with a scale of 1 inch = 20 feet, 30 feet, 40 feet, 50 feet, or 60 feet and an accompanying narrative report shall describe and depict the existing and proposed conditions. This must be submitted in digital format acceptable to the City. Note that in order to gain an understanding of and to evaluate the relationship between the proposed improvements for a specific project section/phase and the proposed improvements for an overall multi-section (phased) project, the detailed information requested herein for the first section/phase being permitted must be accompanied by an overall project plan that includes the location, dimensions, and supporting analyses of all detention/retention facilities, primary conveyance facilities, and outlet conditions.

C. Stormwater Drainage Technical Report

A stormwater drainage technical report must contain a discussion of the steps taken in the design of the stormwater drainage system. Note that in order to gain an understanding of and to evaluate the relationship between the proposed improvements for a specific project section/phase and the proposed improvements for an overall multi-section (phased) project, the detailed information requested herein for the first section/phase being permitted must be accompanied by an overall project plan that includes the location, dimensions, and supporting analyses of all detention/retention facilities, primary conveyance facilities, and outlet conditions. The technical report needs to include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications.

D. Stormwater Pollution Prevention Plan for Construction Sites

For sites with total land disturbances of one acre (1) or more, a SWPPP associated with construction activities must be designed to, at least, meet the requirements of this Resolution and must include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications. For land disturbances between 10,000 square feet and less than one (1) acre, appropriate erosion and sediment control measures that are consistent with the Construction Specifications must be designed and shown on the plans.

E. Post-Construction Storm Water Pollution Prevention Plan

For sites with a total disturbance of land of one (1) acre or greater, a post-construction SWPPP must be designed to, at least, meet the requirements of this Resolution and must include items listed in the *City of Fishers Drainage and Water Quality Plan Review Requirements* list contained in the Construction Specifications.

6.04 REVIEW OF INDIVIDUAL LOTS WITHIN A PERMITTED PROJECT

For all individual lots disturbing ground that are developed within a larger permitted project, a formal review and issuance of an Individual Lot Plot Plan Permit including a lot erosion and sediment control plan will be required before a building permit can be issued. All stormwater management measures necessary to comply with this Resolution must be implemented in accordance with the permitted plan for the larger project. See the Construction Specifications for a list of requirements associated with the Individual Lot Plot Plan Permit. The individual lot operator is responsible for installation and maintenance of all erosion and sediment control measures until the site is stabilized.

6.05 CHANGES TO PLANS

Any changes or deviations in the detailed plans and specifications after approval of the applicable development permit shall be filed with, and accepted by, the Director of Engineering and Director of Public Works prior to land development involving the change. Copies of the changes, if accepted, shall be attached to the original plans and specifications.

6.06 FEE STRUCTURE

A. FEE AMOUNT

As a condition of the submittal and the review of development plans by City, the applicant shall agree to pay the City development fees as set by the Fishers City Council, with respect to the review of all drainage submittals, preliminary plans, final plans, construction plans and accompanying information and data, as well as any applicable pre-paid inspection fees.

B. TIME OF PAYMENT

Before the City's approval of plans, the City will furnish a written statement to the applicant specifying the total amount due the City in connection with the review of the applicant's submittals, plans and accompanying information and data, including the amount required to be paid by applicant for review and pre-paid inspection fees.

As a condition of acceptance of final drainage plans by the City, applicant shall pay to the City the sum set forth in said statement. The City may issue such a billing statement before the project advances to the final acceptance stage, and such payment is due by applicant upon receipt of said billing statement regardless of whether the project is advanced to the final acceptance stage.

The Director of Engineering shall have the right to not accept the drainage improvements or to not accept the advancement of any project for which the applicable fees have not been paid.

C. METHOD OF PAYMENT

Fees shall be paid by one of the following methods:

- Certified Check
- Cashier's Check
- Money Order
- Credit Card
- Such other methods as may be agreed in writing by the Director of Engineering

All checks shall be made payable to the: City of Fishers
1 Municipal Drive Fishers,
Indiana 46038

D. REFUND OF PAYMENT

Fees are refundable or may be waived **only** if the Director of Engineering determines that compliance by the development to this Resolution is not necessary.

6.07 REQUIRED ASSURANCES

As a condition of approval and issuance of the permit, the Director of Engineering shall require the applicant to provide assurance in the form of an irrevocable letter of credit, a performance bond, or such other instrument or method of security acceptable in writing by the Director of Engineering when the stormwater management plan has been accepted, all applicable fees paid, and before construction begins. Said assurance will guarantee a good faith execution of the stormwater drainage plan, the stormwater pollution prevention plan, the stormwater quality management plan, and any permit conditions. The assurance shall be for an amount equal to at least 125 percent of the total costs of all stormwater management measures for the entire project. The abovementioned costs shall be based on an estimate as prepared by a professional engineer or land surveyor registered in the State of Indiana, or contractor contracted by the developer. Said costs shall be for the installation and ongoing monitoring and maintenance of erosion control measures and the construction and ongoing monitoring and maintenance of storm drainage infrastructure, detention/retention facilities, and stormwater quality BMPs, as regulated under this Resolution, until the construction is completed, site is stabilized, and as-built plans are accepted by the Director of Engineering. Assurances shall be for a minimum of \$5,000. Local governmental jurisdictions may require additional performance and/or maintenance assurances. The intent of this assurance is not only to complete the installation of storm drain infrastructure for the project, but also to assure that adequate stormwater pollution prevention measures are properly installed and maintained. If adequate assurances are set aside by the project site owner for the overall project per Section 10.2.8, Construction Surety, in the Unified Development Ordinance, as amended, proof of total assurance can be submitted in place of an individual stormwater assurance.

In the absolute discretion of the Director of Engineering the applicant may be allowed to pay a cash amount to the City in lieu thereof equivalent to the amount of the premium which would be paid by said applicant if it were to obtain a performance bond. Conditions governing the exercise of discretion by the Director of Engineering shall include but not be necessarily limited to the following:

- (a) The general credit worthiness of the applicant seeking such alternative form of payment.
- (b) The nature of the proposed improvement.
- (c) The reputation and history involving the applicant seeking such alternative form of payment.
- (d) Such other underwriting standards as may be appropriate under the circumstances.

6.08 TERMS AND CONDITIONS OF PERMITS

In granting a stormwater management permit, the Director of Engineering or Director of Public Works may impose such terms and conditions as are reasonably necessary to meet the purposes of this Resolution. The project site owner shall insure compliance with such terms and conditions. Non-compliance with the terms and conditions of permits will be subject to enforcement as set forth in Section 53.99 of the Fishers Code of Ordinances.

The project site owner shall inform all general contractors, construction management firms, grading or excavating contractors, utility contractors, and the contractors that have primary oversight on individual building lots of the terms and conditions of the stormwater management permit and the schedule for proposed implementation.

It is the intent of this Resolution to direct the community's physical growth away from sensitive areas and towards areas that can support it without compromising water quality. In the event that a project site is determined to impact or discharge to a Sensitive Area or is located in an Impact Drainage Area, the Director of Engineering or Director of Public Works may require more stringent stormwater quantity and quality measures than detailed in this Resolution or in the latest edition of the *Indiana Stormwater Quality Manual*.

Fishers Stormwater Management Resolution

A. Determination of Sensitive Areas

Sensitive Areas include highly erodible soils, wetlands, threatened or endangered species habitat, outstanding waters, impaired waters, recreational waters, and surface drinking water sources. Any discharge from a stormwater practice that is a Class V injection well shall meet the Indiana groundwater quality standards. If wetlands are suspected on a site, wetland delineation shall be completed in accordance with the methodology established by the U.S. Army Corps of Engineers (COE) and the wetland addressed in accordance with the COE and IDEM requirements. If the presence of threatened or endangered species habitat is suspected on a site, the site must be evaluated and inspected by a professional experienced in such and the results reported to the Director of Public Works. Special terms and conditions for development determined to impact or discharge to any Sensitive Area shall be included in the stormwater management permit.

B. Determination of Impact Drainage Areas

The following areas shall be designated as Impact Drainage Areas, unless good reason for not including them is presented to the Director of Engineering or Director of Public Works.

- i. A floodway or floodplain as designated by the most updated City of Fishers Unified Development Ordinance sections regulating floodplain.
- ii. Land within 75 feet of each bank of any ditch within the Hamilton County Regulated Drainage System.
- iii. Land within 75 feet of the centerline of any drain tile or enclosed conduit within the Hamilton County Regulated Drainage System.

The City of Fishers City Council or Mayor is authorized, but is not required, to classify certain additional geographical areas as Impact Drainage Areas. In determining Impact Drainage Areas, the City of Fishers City Council or Mayor shall consider such factors as land use, topography, soil type, capacity of existing drains, and distance from adequate drainage facility.

Land that does not have an adequate outlet, taking into consideration the capacity and depth of the outlet, may be designated as an Impact Drainage Area by the City of Fishers City Council or Mayor. Special terms and conditions for development within any Impact Drainage Area shall be included in the stormwater management permit.

6.09 CERTIFICATION OF AS-BUILT PLANS

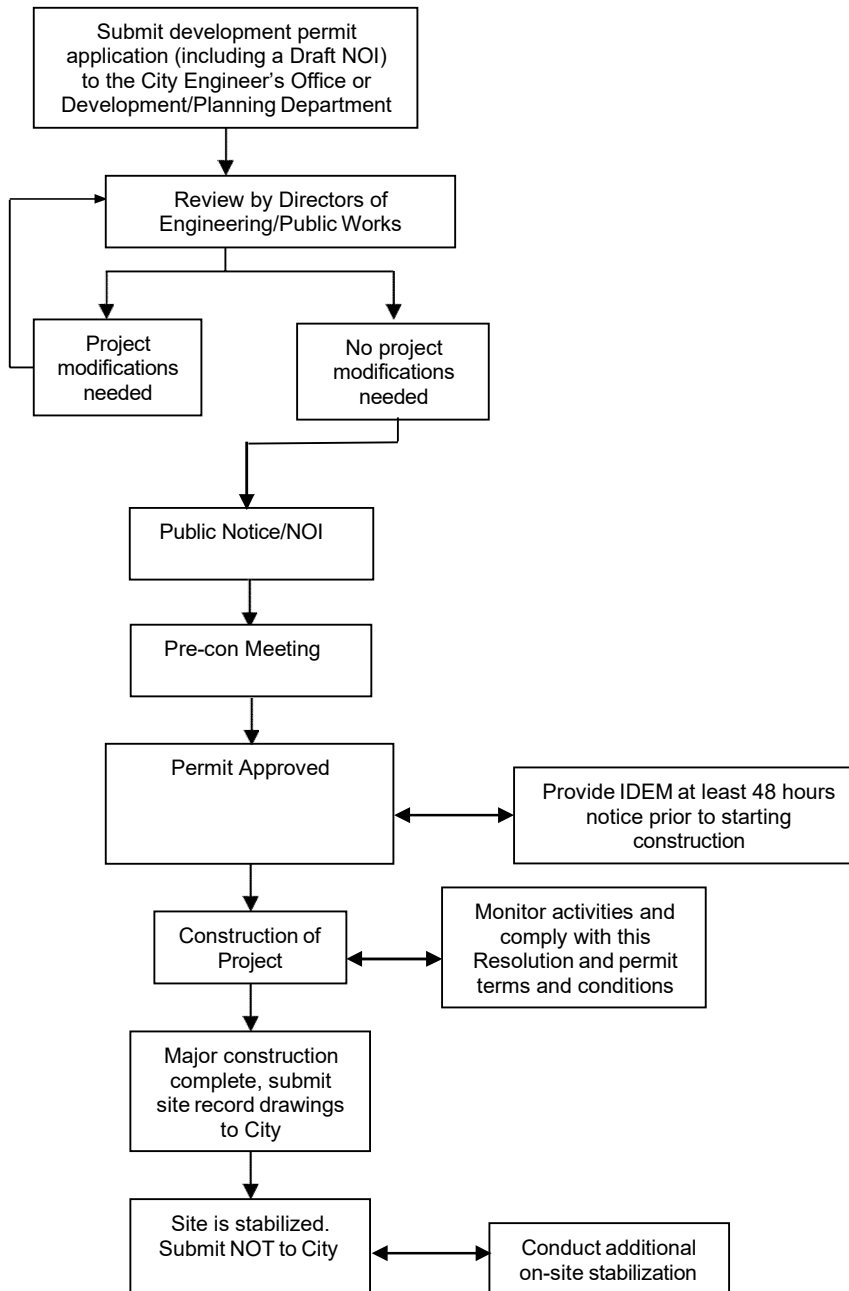
After completion of construction of the project and before final project acceptance of the stormwater management plan (the issuance of a “verified” NOT), a professionally prepared and certified ‘as-built’ set of plans (record drawings) by a Professional Engineer or licensed Land Surveyor registered in the State of Indiana shall be submitted to the City for review. A digital copy of the ‘as-built’ plans (record drawings) as well as finalized digital versions of all analyses, models, manuals, and reports that are consistent with the as-built conditions are required to be submitted in a format accepted by the Director of Engineering. These as-built plans shall include all pertinent data relevant to the completed storm drainage system and stormwater management facilities, and shall be in accordance with the City of Fishers Digital Record Drawing Submittal Requirements.

The property owner, developer, or contractor shall be required to file a three-year maintenance bond or other acceptable guarantee with the Director of Engineering, prior to final project acceptance (the issuance of a “verified” NOT), in an amount not to exceed twenty percent (20%) of the cost of the stormwater drainage system to be dedicated to the City, and in a form satisfactory to the City attorney in order to assure that such stormwater system installation was done according to standards of good workmanship, that the materials used in the construction and installation were of good quality and construction, and that such project was done in accordance with the accepted plans, and this Resolution. The maintenance bond or other acceptable guarantee shall be in effect for a period of three years after the date of the final project acceptance by the Director of Engineering.

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To verify that all enclosed drains are functioning properly, visual recordings (via closed circuit television) of such tile drains may be required by the Director of Engineering, once following the completion of installation (including the installation of all utility mains) and the second time before release of maintenance bonds. These visual recordings will be scheduled by the Director of Engineering and paid for by the developer. Notices shall be provided to the Director of Engineering within 72 hours following the completion of installation and again at least 60 days prior to the expiration date of the maintenance bond so that the noted recordings may be scheduled. Reports summarizing the results of the noted visual recordings shall be reviewed and accepted by the Director of Engineering before the performance surety is released by the City and again before maintenance bond would be recommended to be released.

Figure 6-1: Permit Approval Process





ARTICLE SEVEN

ENFORCEMENT

7.01 COMPLIANCE WITH THIS RESOLUTION

In addition to the requirements of this Resolution, compliance with all applicable ordinances, resolutions and standards of the City as well as with applicable Federal, State of Indiana, and other Local statutes and regulations shall also be required. Unless otherwise stated, all other specifications referred to in this Resolution shall be the most recent edition available. Violations of the requirements of this Resolution are subject to the penalties set forth in Section 53.99 of the Fishers Code of Ordinances.



ARTICLE EIGHT

ABBREVIATIONS AND DEFINITIONS

8.01 ABBREVIATIONS

BMP	Best Management Practice
COE	United States Army Corps of Engineers
CSGP	Construction Stormwater General Permit
CWA	Clean Water Act
EPA	Environmental Protection Agency
GIS	Geographical Information System
IDEM	Indiana Department of Environmental Management
MS4	Municipal Separate Storm Sewer System
NOI	Notice of Intent
NOT	Notice of Termination
NRCS	USDA-Natural Resources Conservation Service
NPDES	National Pollution Discharge Elimination System
POTW	Publicly Owned Treatment Works
SWCD	Soil and Water Conservation District
SWPPP	Stormwater Pollution Prevention Plan
USDA	United States Department of Agriculture
USFWS	United States Fish and Wildlife Service

8.02 DEFINITIONS

Agricultural land-disturbing activity. Tillage, planting, cultivation, or harvesting operations for the production of agricultural or nursery vegetative crops. The term also includes pasture renovation and establishment, the construction of agricultural conservation practices, and the installation and maintenance of agricultural drainage tile. For purposes of this rule, the term does not include land- disturbing activities for the construction of agricultural related facilities, such as barns, buildings to house livestock, roads associated with infrastructure, agricultural waste lagoons and facilities, lakes and ponds, wetlands; and other infrastructure.

Base Flow. Stream discharge derived from groundwater sources as differentiated from surface runoff. Sometimes considered to include flows from regulated lakes or reservoirs.

Best Management Practices. Design, construction, and maintenance practices and criteria for stormwater facilities that minimize the impact of stormwater runoff rates and volumes, prevent erosion, and capture pollutants.

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Buffer Strip. An existing, variable width strip of vegetated land intended to protect water quality and habitat.

Capacity (of a Storm Drainage Facility). The maximum flow that can be conveyed or stored by a storm drainage facility without causing damage to public or private property.

Catch Basin. A chamber usually built at the curb line of a street for the admission of surface water to a storm drain or subdrain, having at its base a sediment sump designed to retain grit and detritus below the point of overflow.

Channel. A portion of a natural or artificial watercourse which periodically or continuously contains moving water, or which forms a connecting link between two bodies of water. It has a defined bed and banks which serve to confine the water.

Comprehensive Stormwater Management. A comprehensive stormwater program for effective management of stormwater quantity and quality throughout the community.

Constructed Wetland. A manmade shallow pool that creates growing conditions suitable for wetland vegetation and is designed to maximize pollutant removal.

Construction activity. Land-disturbing activities, and land-disturbing activities associated with the construction of infrastructure and structures. This term does not include routine ditch or road maintenance or minor landscaping projects.

Construction site access. A stabilized stone surface at all points of ingress or egress to a project site, for the purpose of capturing and detaining sediment carried by tires of vehicles or other equipment entering or exiting the project site.

Construction Specifications. Refers to the City of Fishers Construction Specifications and Technical Standards.

Contiguous. Adjoining or in actual contact with.

Contour. An imaginary line on the surface of the earth connecting points of the same elevation.

Contour Line. Line on a map which represents a contour or points of equal elevation.

Contractor or subcontractor. An individual or company hired by the project site or individual lot owner, their agent, or the individual lot operator to perform services on the project site.

Conveyance. Any structural method for transferring stormwater between at least two points. The term includes piping, ditches, swales, curbs, gutters, catch basins, channels, storm drains, and roadways.

Cross-Section. A graph or plot of ground elevation across a stream valley or a portion of it, usually along a line perpendicular to the stream or direction of flow.

Culvert. A closed conduit used for the conveyance of surface drainage water under a roadway, railroad, canal or other impediment.

Dechlorinated swimming pool discharge. Chlorinated water that has either sat idle for seven (7) days following chlorination prior to discharge to the MS4 conveyance, or, by analysis, does not contain detectable concentrations (less than five-hundredths (0.05) milligram per liter) of chlorinated residual.

Design Storm. A selected storm event, described in terms of the probability of occurring once within a given number of years, for which drainage or flood control improvements are designed and built.

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Detention. Managing stormwater runoff by temporary holding and controlled release.

Detention Basin. A facility constructed or modified to restrict the flow of storm water to a prescribed maximum rate, and to detain concurrently the excess waters that accumulate behind the outlet.

Detention Storage. The temporary detaining of storage of stormwater in storage facilities, on rooftops, in streets, parking lots, school yards, parks, open spaces or other areas under predetermined and controlled conditions, with the rate of release regulated by appropriately installed devices.

Detention Time. The theoretical time required to displace the contents of a tank or unit at a given rate of discharge (volume divided by rate of discharge).

Detritus. Dead or decaying organic matter; generally contributed to stormwater as fallen leaves and sticks or as dead aquatic organisms.

Developer. Any person financially responsible for construction activity, or an owner of property who sells or leases, or offers for sale or lease, any lots in a subdivision.

Development. Any man-made change to improved or unimproved real estate including but not limited to:

1. Construction, reconstruction, or placement of a building or any addition to a building;
2. Installing a manufactured home on a site, preparing a site for a manufactured home, or installing a recreational vehicle on a site;
3. for more than hundred eighty (180) days;
4. Installing utilities, construction of walls, construction of roads, or similar projects;
5. Construction of flood control structures such as levees, dikes, dams, or channel improvements;
6. Mining, dredging, filling, grading, excavation, clearing, deforestation, or drilling operations;
7. Construction or reconstruction of bridges or culverts;
8. Storage of materials; or
9. Any other activity that might change the direction, height, or velocity of flood or surface waters.

"Development" does not include activities such as the maintenance of existing buildings and facilities such as painting, re-roofing, resurfacing roads, or gardening, plowing and similar agricultural practices that do not involve filling, grading, excavation, or the construction of permanent buildings.

Discharge. Usually the rate of water flow. A volume of fluid passing a point per unit time commonly expressed as cubic feet per second, cubic meters per second, gallons per minute, or millions of gallons per day.

Disposal. The discharge, deposit, injection, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that the solid waste or hazardous waste, or any constituent of the waste, may enter the environment, be emitted into the air, or be discharged into any waters, including ground waters.

Ditch. A man-made, open watercourse in or into which excess surface water or groundwater drained from land, stormwater runoff, or floodwaters flow either continuously or intermittently.

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Drain. A buried slotted or perforated pipe or other conduit (subsurface drain) or a ditch (open drain) for carrying off surplus groundwater or surface water.

Drainage. The removal of excess surface water or groundwater from land by means of ditches or subsurface drains. Also see Natural drainage.

Drainage Area. The area draining into a stream at a given point. It may be of different sizes for surface runoff, subsurface flow and base flow, but generally the surface runoff area is considered as the drainage area.

Dry Well. A type of infiltration practice that allows stormwater runoff to flow directly into the ground via a bored or otherwise excavated opening in the ground surface.

Duration. The time period of a rainfall event.

Environment. The sum total of all the external conditions that may act upon a living organism or community to influence its development or existence.

Erodibility Index (EI). The soil erodibility index (EI) provides a numerical expression of the potential for a soil to erode considering the physical and chemical properties of the soil and the climatic conditions where it is located. The higher the index, the greater the investment needed to maintain the sustainability of the soil resource base if intensively cropped. It is defined to be the maximum of $(R \times K \times LS)/T$ (from the Universal Soil Loss Equation) and $(C \times I)/T$ (from the Wind Erosion Equation), where R is a measure of rainfall and runoff, K is a factor of the susceptibility of the soil to water erosion, LS is a measure of the combined effects of slope length and steepness, C is a climatic characterization of windspeed and surface soil moisture and I is a measure of the susceptibility of the soil to wind erosion. Erodibility Index scores equal to or greater than 8 are considered highly erodible land.

Erosion. The wearing away of the land surface by water, wind, ice, gravity, or other geological agents. The following terms are used to describe different types of water erosion:

- *Accelerated erosion*--Erosion much more rapid than normal or geologic erosion, primarily as a result of the activities of man.
- *Channel erosion* --An erosion process whereby the volume and velocity of flow wears away the bed and/or banks of a well-defined channel.
- *Gully erosion* --An erosion process whereby runoff water accumulates in narrow channels and, over relatively short periods, removes the soil to considerable depths, ranging from 1-2 ft. to as much as 75-100 ft.
- *Rill erosion*--An erosion process in which numerous small channels only several inches deep are formed; occurs mainly on recently disturbed and exposed soils (see Rill).
- *Splash erosion*--The spattering of small soil particles caused by the impact of raindrops on wet soils; the loosened and spattered particles may or may not be subsequently removed by surface runoff.
- *Sheet erosion*--The gradual removal of a fairly uniform layer of soil from the land surface by runoff water.

Erosion and sediment control. A practice, or a combination of practices, to minimize sedimentation by first reducing or eliminating erosion at the source and then as necessary, trapping sediment to prevent it from being discharged from or within a project site.

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Fill Material. Any material used for primary purpose of replacing a wetland area with dry land or of changing the bottom elevation of a wetland or a waterbody. This definition shall be considered to be automatically amended to conform with the definition of fill material established from time to time by the United States of America or United States Army Corps of Engineers.

Filter Strip. Usually a long, relatively narrow area (usually, 20-75 feet wide) of undisturbed or planted vegetation used near disturbed or impervious surfaces to filter stormwater pollutants for the protection of watercourses, reservoirs, or adjacent properties.

Floatable. Any solid waste that will float on the surface of the water.

Flood (or Flood Waters). A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.

Floodplain. The channel proper and the areas adjoining the channel which have been or hereafter may be covered by the regulatory or 100-year flood. Any normally dry land area that is susceptible to being inundated by water from any natural source. The floodplain includes both the floodway and the floodway fringe districts.

Floodway. The channel of a river or stream and those portions of the floodplains adjoining the channel which are reasonably required to efficiently carry and discharge the peak flow of the regulatory flood of any river or stream.

Floodway Fringe. That portion of the flood plain lying outside the floodway, which is inundated by the regulatory flood.

Footing Drain. A drain pipe installed around the exterior of a basement wall foundation to relieve water pressure caused by high groundwater elevation.

Garbage. All putrescible animal solid, vegetable solid, and semisolid wastes resulting from the processing, handling, preparation, cooking, serving, or consumption of food or food materials.

Gasoline outlet. An operating gasoline or diesel fueling facility whose primary function is the resale of fuels. The term applies to facilities that create five thousand (5,000) or more square feet of impervious surfaces, or generate an average daily traffic count of one hundred (100) vehicles per one thousand (1,000) square feet of land area.

Geographical Information System. A computer system capable of assembling, storing, manipulation, and displaying geographically referenced information. This technology can be used for resource management and development planning.

Grade. (1) The inclination or slope of a channel, canal, conduit, etc., or natural ground surface usually expressed in terms of the percentage the vertical rise (or fall) bears to the corresponding horizontal distance. (2) The finished surface of a canal bed, roadbed, top of embankment, or bottom of excavation; any surface prepared to a design elevation for the support of construction, such as paving or the laying of a conduit. (3) To finish the surface of a canal bed, roadbed, top of embankment, or bottom of excavation, or other land area to a smooth, even condition.

Grading. The cutting and filling of the land surface to a desired slope or elevation.

Grass. A member of the botanical family Graminae, characterized by blade-like leaves that originate as a sheath wrapped around the stem.

Groundwater. Accumulation of underground water, natural or artificial. The term does not include manmade underground storage or conveyance structures.

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Habitat. The environment in which the life needs of a plant or animal are supplied.

Highly Erodible Land (HEL). Land that has an erodibility index of eight or more.

Hydrologic Unit Code. A numeric United States Geologic Survey code that corresponds to a watershed area. Each area also has a text description associated with the numeric code.

Hydrology. The science of the behavior of water in the atmosphere, on the surface of the earth, and underground. A typical hydrologic study is undertaken to compute flow rates associated with specified flood events.

Illicit Discharge. Any discharge to a conveyance that is not composed entirely of stormwater except naturally occurring floatables, such as leaves or tree limbs.

Impaired Waters. Waters that do not or are not expected to meet applicable water quality standards, as included on IDEM's CWA Section 303(d) List of Impaired Waters.

Impervious surface. Surfaces, such as pavement and rooftops, which prevent the infiltration of stormwater into the soil.

Individual building lot. A single parcel of land within a multi-parcel development.

Individual lot operator. A contractor or subcontractor working on an individual lot.

Individual lot owner. A person who has financial control of construction activities for an individual lot.

Infiltration. Passage or movement of water into the soil. Infiltration practices include any structural BMP designed to facilitate the percolation of run-off through the soil to groundwater. Examples include infiltration basins or trenches, dry wells, and porous pavement.

Inlet. An opening into a stormwater drainage system for the entrance of surface storm water runoff, more completely described as a storm drain inlet.

Land-disturbing Activity. Any man-made change of the land surface, including removing vegetative cover that exposes the underlying soil, excavating, filling, transporting and grading.

Land Engineer. A person licensed under the laws of the State of Indiana to practice land surveying.

Larger common plan of development or sale. A plan, undertaken by a single project site owner or a group of project site owners acting in concert, to offer lots for sale or lease; where such land is contiguous, or is known, designated, purchased or advertised as a common unit or by a common name, such land shall be presumed as being offered for sale or lease as part of a larger common plan. The term also includes phased or other construction activity by a single entity for its own use.

Lowest Adjacent Grade. The elevation of the lowest grade adjacent (abutting) to a structure, where the soil meets the foundation around the outside of the structure (including structural members such as basement walkout, patios, decks, porches, support posts or piers, and rim of the window well).

Lowest Floor. Refers to the lowest of the following:

1. The top of the basement floor;
2. The top of the garage floor, if the garage is the lowest level of the building;

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3. The top of the first floor of buildings constructed on a slab or of buildings elevated on pilings or constructed on a crawl space with permanent openings; or
4. The top of the floor level of any enclosure below an elevated building where the walls of the enclosure provide any resistance to the flow of flood waters unless:
 - a] The walls are designed to automatically equalize the hydrostatic flood forces on the walls by allowing for the entry and exit of flood waters, by providing a minimum of two opening (in addition to doorways and windows) having a total area of one (1) square foot for every two (2) square feet of enclosed area subject to flooding. The bottom of all such openings shall be no higher than one (1) foot above grade.
 - b] Such enclosed space shall be usable only for the parking of vehicles or building access.

Manhole. Storm drain structure through which a person may enter to gain access to an underground storm drain or enclosed structure.

Measurable storm event. A precipitation event that results in a total measured precipitation accumulation equal to, or greater than, one-half (0.5) inch of rainfall.

Mulch. A natural or artificial layer of plant residue or other materials covering the land surface which conserves moisture, holds soil in place, aids in establishing plant cover, and minimizes temperature fluctuations.

Municipal Separate Storm Sewer System. An MS4 meets all the following criteria: (1) is a conveyance or system of conveyances owned by the state, county, city, town, or other public entity; (2) discharges to waters of the U.S.; (3) is designed or used for collecting or conveying stormwater; (4) is not a combined sewer; and, (5) is not part of a Publicly Owned Treatment Works (POTW).

Refueling area. An operating gasoline or diesel fueling area whose primary function is to provide fuel to equipment or vehicles.

National Pollution Discharge Elimination System. A permit developed by the U.S. EPA through the Clean Water Act. In Indiana, the permitting process has been delegated to IDEM. This permit covers aspects of municipal stormwater quality.

Natural Drainage. The flow patterns of stormwater run-off over the land in its pre-development state.

Nutrient(s). (1) A substance necessary for the growth and reproduction of organisms. (2) In water, those substances (chiefly nitrates and phosphates) that promote growth of algae and bacteria.

Open Drain. A natural watercourse or constructed open channel that conveys drainage water.

Open Space. Any land area devoid of any disturbed or impervious surfaces created by industrial, commercial, residential, agricultural, or other manmade activities.

Outfall. The point, location, or structure where a pipe or open drain discharges to a receiving body of water.

Outlet. The point of water disposal from a stream, river, lake, tidewater, or artificial drain.

Peak Discharge (or Peak Flow). The maximum instantaneous flow from a given storm condition at a specific location.

Percolation. The movement of water through soil.

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Permanent stabilization. The establishment, at a uniform density of seventy percent (70%) across the disturbed area, of vegetative cover or permanent non-erosive material that will ensure the resistance of the soil to erosion, sliding, or other movement.

Pervious. Allowing movement of water.

Point Source. Any discernible, confined, and discrete conveyance including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, or container from which pollutants are or may be discharged (P.L. 92-500, Section 502[14]).

Porous pavement. A type of infiltration practice to improve the quality and reduce the quantity of storm water run-off via the use of manmade, pervious pavement which allows run-off to percolate through the pavement and into underlying soils

Professional Engineer. A person licensed under the laws of the State of Indiana to practice professional engineering.

Project site. The entire area on which construction activity is to be performed.

Project site owner. The person required to submit a stormwater permit application, and required to comply with the terms of this resolution, including a developer or a person who has financial and operational control of construction activities, and project plans and specifications, including the ability to make modifications to those plans and specifications.

Rain garden. A vegetative practice used to alter impervious surfaces, such as roofs, into pervious surfaces for absorption and treatment of rainfall.

Receiving Stream, Receiving Channel, or Receiving Water. The body of water into which runoff or effluent is discharged. The term does not include private drains, unnamed conveyances, retention and detention basins, or constructed wetlands used as treatment.

Recharge. Replenishment of groundwater reservoirs by infiltration and transmission from the outcrop of an aquifer or from permeable soils.

Redevelopment. Alterations of a property that change a site or building in such a way that there is disturbances of one (1) acre or more of land. The term does not include such activities as exterior remodeling.

Regional Pond. A detention/retention basin sized to detain/retain the runoff from the entire watershed, on-site and off-site, tributary to the pond's outlet.

Regulatory Flood. The discharge or elevation associated with the 100-year flood as calculated by a method and procedure which is acceptable to and accepted by the Indiana Department of Natural Resources and the Federal Emergency Management Agency. The "regulatory flood" is also known as the "base flood".

Regulatory Floodway. See Floodway.

Release Rate - The amount of storm water release from a storm water control facility per unit of time.

Reservoir. A natural or artificially created pond, lake or other space used for storage, regulation or control of water. May be either permanent or temporary. The term is also used in the hydrologic modeling of storage facilities.

Retention. The storage of stormwater to prevent it from leaving the development site. May be temporary or permanent.

Fishers Stormwater Management Resolution

Retention basin. A type of storage practice that has no positive outlet, used to retain storm water run-off for an indefinite amount of time. Runoff from this type of basin is removed only by infiltration through a porous bottom or by evaporation.

Return Period - The average interval of time within which a given rainfall event will be equaled or exceeded once. A flood having a return period of 100 years has a one percent probability of being equaled or exceeded in any one year.

Riparian zone. Of, on, or pertaining to the banks of a stream, river, or pond.

Riparian habitat. A land area adjacent to a waterbody that supports animal and plant life associated with that waterbody.

Runoff. That portion of precipitation that flows from a drainage area on the land surface, in open channels, or in stormwater conveyance systems.

Runoff Coefficient - A decimal fraction relating the amount of rain which appears as runoff and reaches the stormwater drainage system to the total amount of rain falling. A coefficient of 0.5 implies that 50 percent of the rain falling on a given surface appears as storm water runoff.

Sediment. Solid material (both mineral and organic) that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface.

Sedimentation. The process that deposits soils, debris and other unconsolidated materials either on the ground surfaces or in bodies of water or watercourses.

Sensitive Water. A waterbody in need of priority protection or remediation based on its:
providing habitat for threatened or endangered species,
usage as a public water supply intake,
relevant community value,
usage for full body contact recreation,
exceptional use classification as found in 327 IAC 2-1-11(b), outstanding State resource water
classification as found in 327 IAC 2-1-2(3) and 327 IAC 2-1.5-19(b).

Site. The entire area included in the legal description of the land on which land-disturbing activity is to be performed.

Slope. Degree of deviation of a surface from the horizontal, measured as a numerical ratio or percent. Expressed as a ratio, the first number is commonly the horizontal distance (run) and the second is the vertical distance (rise)--e.g., 2:1. However, the preferred method for designation of slopes is to clearly identify the horizontal (H) and vertical (V) components (length (L) and Width (W) components for horizontal angles). Also note that according to international standards (Metric), the slopes are presented as the vertical or width component shown on the numerator--e.g., 1V:2H. Slope expressions in this Resolution follow the common presentation of slopes--e.g., 2:1 with the metric presentation shown in parenthesis--e.g., (1V:2H). Slopes can also be expressed in "percents". Slopes given in percents are always expressed as $(100 \times V/H)$ --e.g., a 2:1 (1V:2H) slope is a 50% slope.

Soil. The unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of land plants.

Soil and Water Conservation District. A public organization created under State law as a special-purpose district to develop and carry out a program of soil, water, and related resource conservation, use, and development within its boundaries. A subdivision of State government with a local governing body, established under IC 14-32.

Fishers Stormwater Management Resolution

Solid Waste. Any garbage, refuse, debris, or other discarded material.

Spill. The unexpected, unintended, abnormal, or unapproved dumping, leakage, drainage, seepage, discharge, or other loss of petroleum, hazardous substances, extremely hazardous substances, or objectionable substances. The term does not include releases to impervious surfaces when the substance does not migrate off the surface or penetrate the surface and enter the soil.

Storm Duration. The length of time that water may be stored in any stormwater control facility, computed from the time water first begins to be stored.

Storm Event. An estimate of the expected amount of precipitation within a given period of time. For example, a 10-yr. frequency, 24-hr. duration storm event is a storm that has a 10% probability of occurring in any one year. Precipitation is measured over a 24-hr. period.

Storm Sewer. A closed conduit for conveying collected storm water, while excluding sewage and industrial wastes. Also called a storm drain.

Stormwater. Water resulting from rain, melting or melted snow, hail, or sleet.

Stormwater Pollution Prevention Plan or SWPPP. A plan developed to minimize the impact of storm water pollutants resulting from construction activities.

Stormwater Runoff. The water derived from rains falling within a tributary basin, flowing over the surface of the ground or collected in channels or conduits.

Stormwater Quality Management Plan. A comprehensive written document that addresses stormwater runoff quality.

Stormwater Quality Measure. A practice, or a combination of practices, to control or minimize pollutants associated with storm water runoff.

Stormwater Drainage System - All means, natural or man-made, used for conducting storm water to, through or from a drainage area to any of the following: conduits and appurtenant features, canals, channels, ditches, storage facilities, swales, streams, culverts, streets and pumping stations.

Strip development. A multi-lot project where building lots front on an existing road.

Subdivision. Any land that is divided or proposed to be divided into lots, whether contiguous or subject to zoning requirements, for the purpose of sale or lease as part of a larger common plan of development or sale.

Subsurface Drain. A pervious backfill trench, usually containing stone and perforated pipe, for intercepting groundwater or seepage.

Surface Runoff. Precipitation that flows onto the surfaces of roofs, streets, the ground, etc., and is not absorbed or retained by that surface but collects and runs off.

Swale. An elongated depression in the land surface that is at least seasonally wet, is usually heavily vegetated, and is normally without flowing water. Swales conduct stormwater into primary drainage channels and may provide some groundwater recharge.

Temporary Stabilization. The covering of soil to ensure its resistance to erosion, sliding, or other movement. The term includes vegetative cover, anchored mulch, or other non-erosive material applied at a uniform density of seventy percent (70%) across the disturbed area.

Fishers Stormwater Management Resolution

Tile Drain. Pipe made of perforated plastic, burned clay, concrete, or similar material, laid to a designed grade and depth, to collect and carry excess water from the soil.

Timber Harvesting. Cutting tree branches and trunks for commercial purposes without disturbing the root system.

Topographic Map. Graphical portrayal of the topographic features of a land area, showing both the horizontal distances between the features and their elevations above a given datum.

Topography. The representation of a portion of the earth's surface showing natural and man-made features of a give locality such as rivers, streams, ditches, lakes, roads, buildings and most importantly, variations in ground elevations for the terrain of the area.

Trained individual. An individual who is trained and experienced in the principles of storm water management, including erosion and sediment control as may be demonstrated by state registration, professional certification, experience, or completion of coursework that enable the individual to make judgments regarding storm water control or treatment and monitoring.

Urban Drain. A drain defined as “Urban Drain” in Indiana Drainage Code.

Urbanization The development, change or improvement of any parcel of land consisting of one or more lots for residential, commercial, industrial, institutional, recreational or public utility purposes.

Vegetated swale. A type of vegetative practice used to filter stormwater runoff via a vegetated, shallow-channel conveyance.

Water Quality. A term used to describe the chemical, physical, and biological characteristics of water, usually in respect to its suitability for a particular purpose.

Water Resources. The supply of groundwater and surface water in a given area.

Waterbody. Any accumulation of water, surface, or underground, natural or artificial, excluding water features designed and designated as water pollution control facilities.

Watercourse. Any river, stream, creek, brook, branch, natural or man-made drainageway in or into which stormwater runoff or floodwaters flow either continuously or intermittently.

Watershed. The region drained by or contributing water to a specific point that could be along a stream, lake or other stormwater facilities. Watersheds are often broken down into subareas for the purpose of hydrologic modeling.

Watershed Area. All land and water within the confines of a drainage divide. See also Watershed.

Wetlands. Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. This definition shall be considered to be automatically amended to conform with the definition of a wetlands established from time to time by the United States of America or United States Army Corps of Engineers, or the Indiana Department of Environmental Management.

RESOLUTION NO. R052824A

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS AND
SAFETY TO AMEND THE STORMWATER MANAGEMENT RESOLUTION**

WHEREAS, pursuant to Indiana Code §36-9-23-2, the City of Fishers may acquire, construct, improve, operate, and maintain sewage works;

WHEREAS, pursuant to Indiana Code §36-9-23-3, the City of Fishers Board of Public Works and Safety ("Board") is charged with the supervision and control of the construction, acquisition, improvement, operation, and maintenance of sewage works;

WHEREAS, pursuant to Indiana Code §36-9-23-7, the Board shall adopt rules for the use and operation of the sewage works and of other sewers and drains connected to the works, to the extent that they may affect the operation of the works;

WHEREAS, the Board adopted a Stormwater Management Resolution for the purpose of providing authority and title for stormwater management granted to the City pursuant to Indiana law and required based on (i) Phase II of the National Pollution Discharge Elimination System program (FR Doc. 99–29181) authorized by the 1972 amendments to the Clean Water Act, (ii) the Indiana Department of Environmental Management's Rule 13 (327 IAC 15-13), and (iii) the Indiana Department of Environmental Management's Rule 5 (327 IAC 15-5) for all stormwater management related projects or properties located within the jurisdiction of Fishers in July 2018 as Resolution 070918 (the "Resolution"); and;

WHEREAS, the Board now desires to amend the Resolution for the purpose of providing authority and title for stormwater management granted to the City pursuant to Indiana law and required based on the Indiana Department of Environmental Management's Construction Stormwater General Permit and the Municipal Separate Storm Sewer System General Permit for all stormwater management related projects or properties located within the jurisdiction of Fishers;

WHEREAS, the Board now desires to amend the Resolution thereto, as further defined by "Exhibit A", attached hereto and incorporated herein, and incorporate it as the Stormwater Management Resolution;

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

Section 1. The Board of Public Works and Safety of the City of Fishers hereby adopts the proposed amendments attached hereto and incorporated herein as "Exhibit A" to the Stormwater Management Resolution of the City of Fishers.

Section 2. This Resolution shall be effective from and upon its adoption and the amendments shall be added to the Stormwater Management Resolution of the City of Fishers.

ALL OF WHICH IS SO RESOLVED BY THE Board of Public Works & Safety of the City of Fishers, Hamilton County, Indiana this 28th day of May 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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



Board Action Form

MEETING DATE	May 28, 2024			
TITLE	Request to Amend the Stormwater Management Resolution			
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)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R052824A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	The Stormwater Management Resolution has been updated to reflect the requirements of the Construction Stormwater General Permit and Municipal Separate Storm Sewer System (MS4) General Permit from the Indiana Department of Environmental Management (IDEM) in addition to other minor storm sewer management related clarifications. A list of some of the main changes is below: 1. Administrative changes and clarifications 2. Applicability and exemptions updates 3. Project management and monitoring updates 4. Permit submittal updates	
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:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Accept the amendment by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Updates should be immediately effective upon adoption.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends acceptance of the amendments as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A (Proposed Stormwater Management Resolution) 3. Exhibit B (Current Stormwater Management Resolution)	



CAPITAL CONSTRUCTION SERVICES INC
11051 Village Square Ln, Fishers, IN



SHEET INDEX
1 - COVER SHEET
2 - NOTES / LEGEND
3 - RAKEOFF
4 - MOT SHEET
5 - 6 - DETAIL SHEET
7 - PLACEMENT SHEET



CITY OF FISHERS
RIGHT OF WAY PERMIT

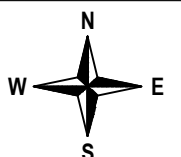
PROJECT:
CAPITAL CONSTRUCTION SERVICES INC
LOCATION: 11051 Village Square Ln
Fishers, IN
(Hamilton Cnty, Delaware Twnshp)

SCOPE OF WORK:
Approximately 975' (ft) of New Underground Cable
Installation of (2) Vaults
Conduit Depth: 48" (in) Standard / Unless Specified

DESIGN: SMV 12/28/2023
CONST SET: XXX
REV 1: XXX
PERMIT: XXX
AS BUILT: XXX

PERMITS REQUIREMENTS:
RIGHT OF WAY: REQUIRED
INDOT: NOT REQUIRED
RAILROAD: NOT REQUIRED

BSM # / CLIENT #
23-03826 / JB0001635696
SHEET: 1 **OF:** 7



GENERAL NOTES

1.

Contractor must obtain utility locates prior to disturbing the ground.
2.

Contractor must have a copy of the approved permit from the appropriate agency on the jobsite at all times.
3.

All sub-surface, cable, and duct facilities will be placed at standard minimum depth 48" (in). (with a standard of 60" deep unless otherwise specified herein, or directed by a Design Firm representative.)
4.

Any disturbed landscaping will be replaced to equal or better than that which existed prior to work.
5.

Project site will be properly secured prior to the end of each day.
6.

All work is to be in accordance with all authorities having jurisdiction in the work zone.
7.

Contractors are advised to contact Design Firm for any additional information or clarification concerning scope of work or the requirements necessary for project completion.
8.

Contractor is responsible to field verify all dimensions, quantities and existing conditions prior to construction. If a significant change to the route is needed, please contact Design Firm or a project coordinator representative before proceeding.
9.

Before construction begins, contractor shall take appropriate precautions to avoid any potential obstructions prior to proceeding with work.
10.

The contractor shall verify the road right-of-ways and easements prior to beginning work.
11.

No construction on private property will commence until written approval is given by a Design Firm employee.
12.

Contractor shall not proceed with work until they have received approval by a Design Firm employee and have been directed to do so by an authorized project coordinator representative.
13.

Contractor shall not exceed the original scope of work without written authorization by a Design Firm employee and have been directed to do so by an authorized project coordinator representative.
14.

Contractors to provide ducts, vaults, cable, and all other hardware necessary to complete installation, unless otherwise arranged with the project coordinator.
15.

All ducts to extend no more than 6"(in) in length inside vaults, hand hole, or man hole walls unless otherwise specified.
16.

Contractor to proof all spare ducts.
17.

Contractor to cap and/or plug all ducts.
18.

Contractor to place grounding rods in all vaults, hand holes, and man holes.
19.

Contractor shall double lash all aerial cable; bond and ground strand at the beginning and end of each strand, transformer poles, poles with other types of power equipment that draw a load current under normal conditions, and at a maximum linear pole spacing between grounds of 1,320'(ft).
20.

Contractor will complete all work herein unless otherwise specified, and performed to project coordinators' construction specifications.
21.

As-Builts will be required for each project including GPS location and cable footage (sequentials) at every access point, slack loop, splice location, riser pole and termination point.
22.

Contractor will also provide notes of all changes in depths, running lines, mh/hh locations, and any other applicable notes to depict the work that took place.

NOTE: All major changes must be pre-approved by an authorized Design Firm employee and project coordinator prior to starting the work.

LEGEND

	UG DUCT PLACEMENT		UG DUCT PLACEMENT WITH FOC
	UG DUCT PLACEMENT WITH COAX		PLACE FIBER IN EXISTING DUCTS
	PLACE COAX IN EXISTING DUCTS		PLACE NEW STRAND AND FIBER
	PLACE NEW STRAND AND COAX		OVERLASH FIBER
	OVERLASH COAX		PLACE 6.6M OHG
	EXISTING U.G.		EXISTING O.H.
	EDGE OF PAVEMENT (E.O.P.)		STREET CENTER LINE
	RIGHT OF WAY (VERIFIED R.O.W.)		RIGHT OF WAY (ASSUMED R.O.W.)
	LIMITED ACCESS - RIGHT OF WAY (LA- R.O.W.)		PROPERTY LINE
	EASEMENT LINE		FENCE LINE
	SANITARY SEWER LINES		STORM SEWER DRAIN LINES
	ELECTRIC LINES		CABLE TV
	WATER LINES		GAS LINES
	TELEPHONE LINES		UNKNOWN UTILITY LINES
	RAIL ROAD LINE		VAULT / HAND HOLE - EXISTING
	UTILITY POLE - EXISTING		VAULT / HAND HOLE - INSTALL
	RISER - EXISTING		UTILITY POLE - INSTALL
	POLE ANCHOR/DOWN GUY - EXISTING		RISER - PROPOSED
	AERIAL STORAGE LOOP - EXISTING		POLE ANCHOR/DOWN GUY - PROPOSED
	BURIED STORAGE LOOP - EXISTING		AERIAL STORAGE LOOP - PROPOSED
	SPLICE CASE - EXISTING		BURIED STORAGE LOOP - PROPOSED
	PEDESTAL - EXISTING		SPLICE CASE - INSTALL
00+00	STATION(S)		PEDESTAL - INSTALL
	REMOVAL		LOCATE POST - INSTALL
			MARKER POST - INSTALL

		Bore and Place Duct 2 - 1 1/4"	Bore and Place Duct 1 - 2"	Bore and Place Duct 1 - 4"	Place Fiber in Existing Duct	Blow and Pull Fiber	Blow and Pull Coax	Work Within Right of Way	Place Vault 30"x48"x36"	Place Pedestal	Pole Count	Delash/ Relash	Place New Strand and Fiber	Place New Strand and Coax	Overlash New Fiber to Existing Strand	Overlash New Coax to Existing Strand
	SHEET 7	-	972	-	-	972	-	972	2	-	-	-	-	-	-	-
	Total		972			972		972	2							



CITY OF FISHERS
RIGHT OF WAY PERMIT

PROJECT:
CAPITAL CONSTRUCTION SERVICES INC
LOCATION: 11051 Village Square Ln
Fishers, IN
(Hamilton Cnty, Delaware Twnshp)

SCOPE OF WORK:

Approximately 975' (ft) of New Underground Cable
Installation of (2) Vaults
Conduit Depth: 48" (in) Standard / Unless Specified

DESIGN: SMV 12/28/2023
CONST SET: XXX
REV 1: XXX
PERMIT: XXX
AS BUILT: XXX

PERMITS REQUIREMENTS:

RIGHT OF WAY: REQUIRED
INDOT: NOT REQUIRED
RAILROAD: NOT REQUIRED

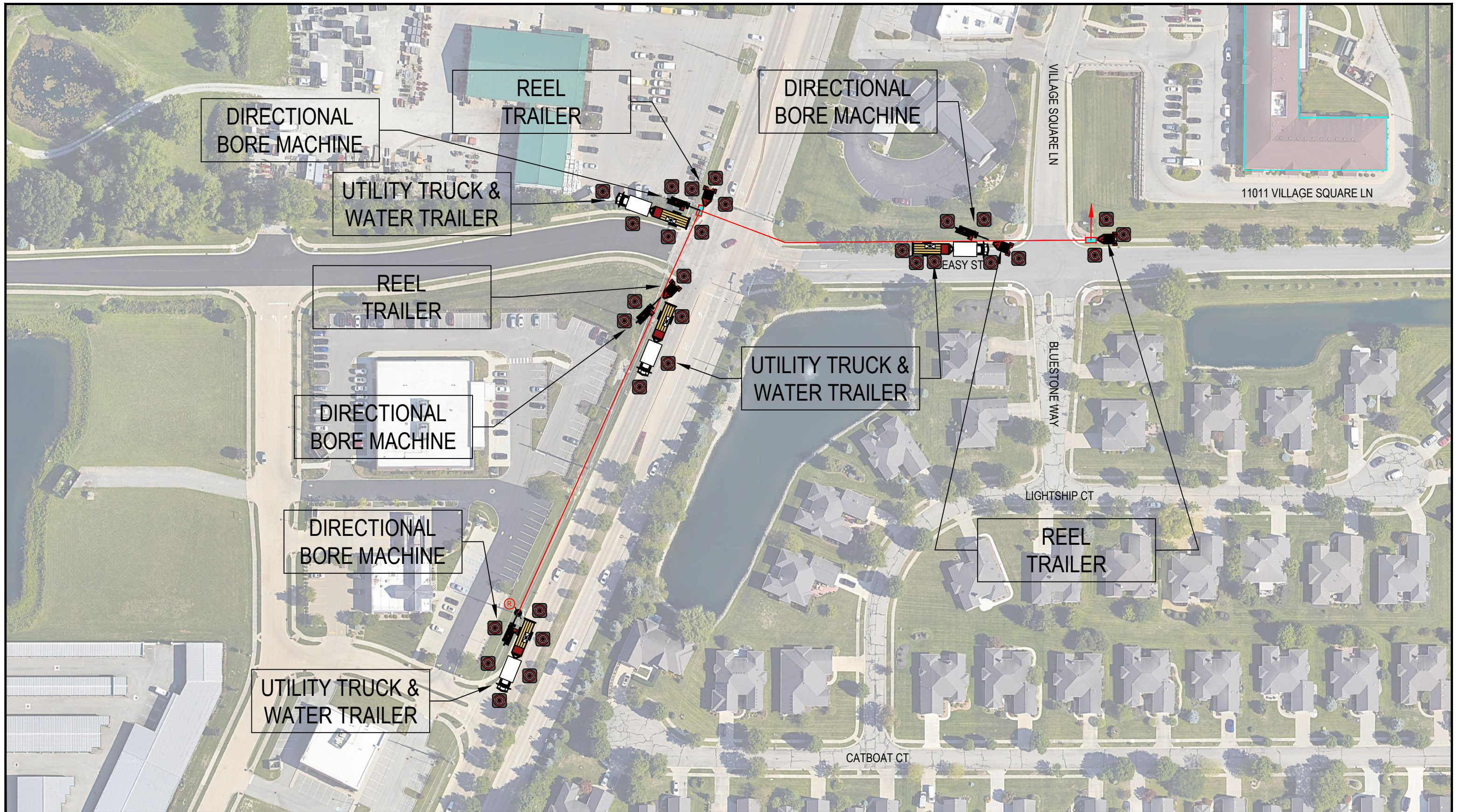
BSM # / CLIENT #
23-03826 / JB0001635696

SHEET: 3
OF: 7



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Page 283 of 461



**CITY OF FISHERS
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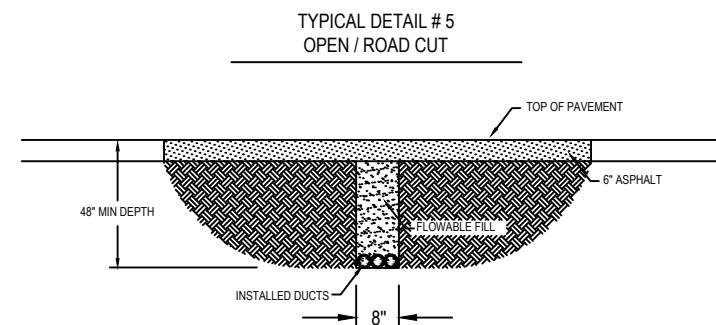
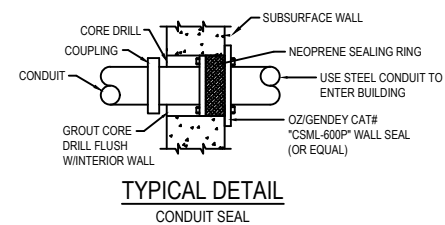
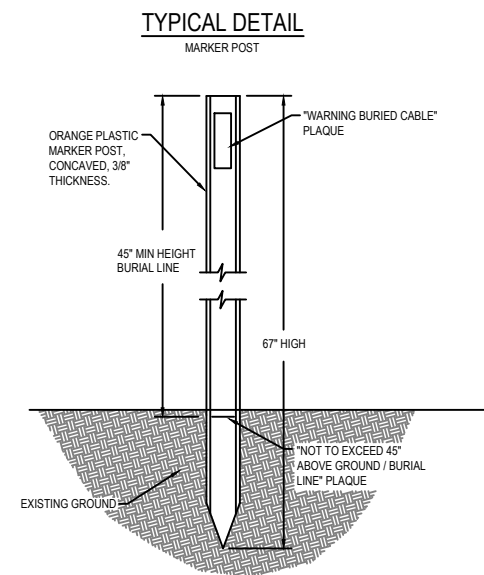
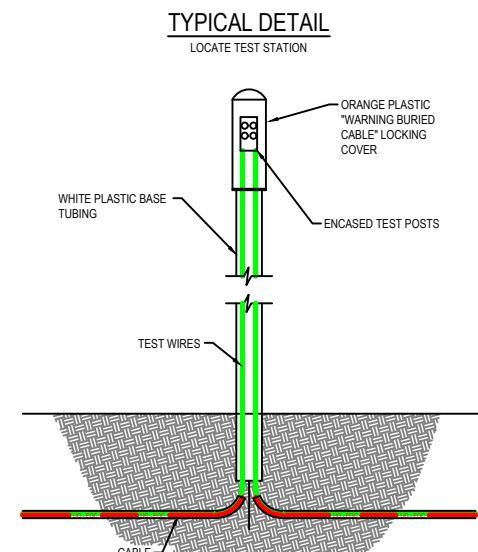
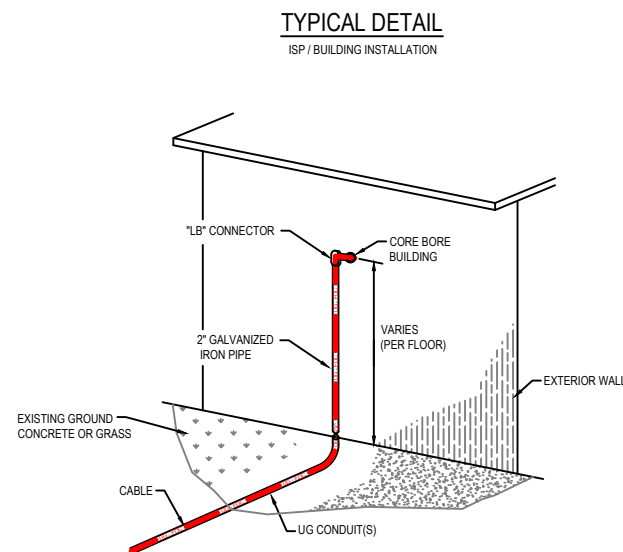
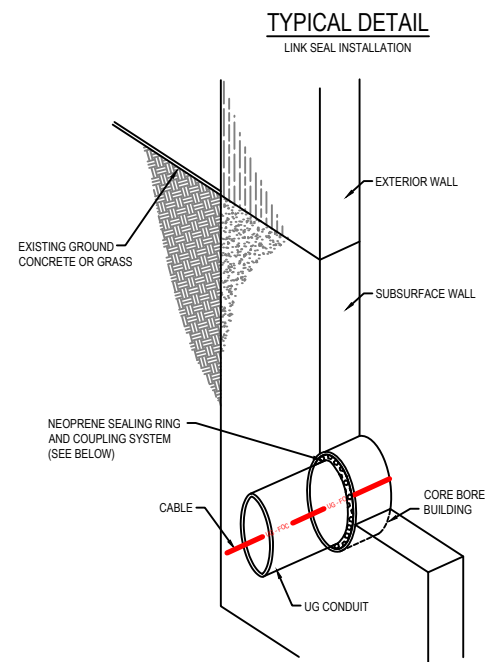
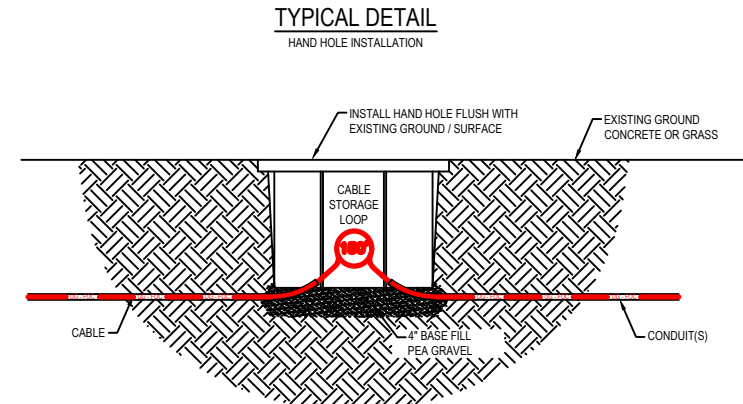
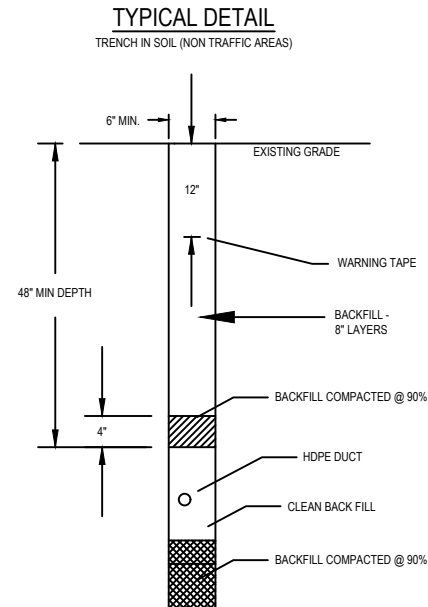
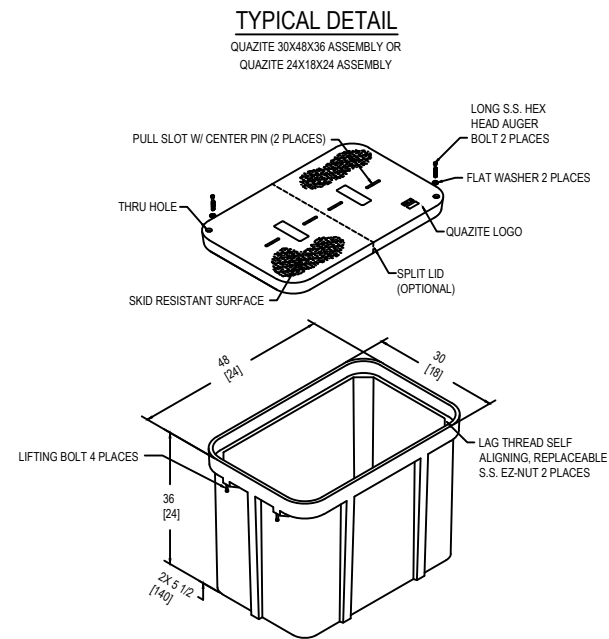
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Conduit Depth: 48" (in) Standard / Unless Specified

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PERMIT: XXX
AS BUILT: XXX

PERMITS REQUIREMENTS:
RIGHT OF WAY: REQUIRED
INDOT: NOT REQUIRED
RAILROAD: NOT REQUIRED

BSM # / CLIENT #
23-03826 / JB0001635696
SHEET: 4 **OF:** 7





**CITY OF FISHERS
RIGHT OF WAY PERMIT**

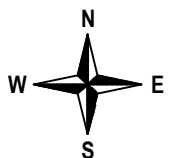
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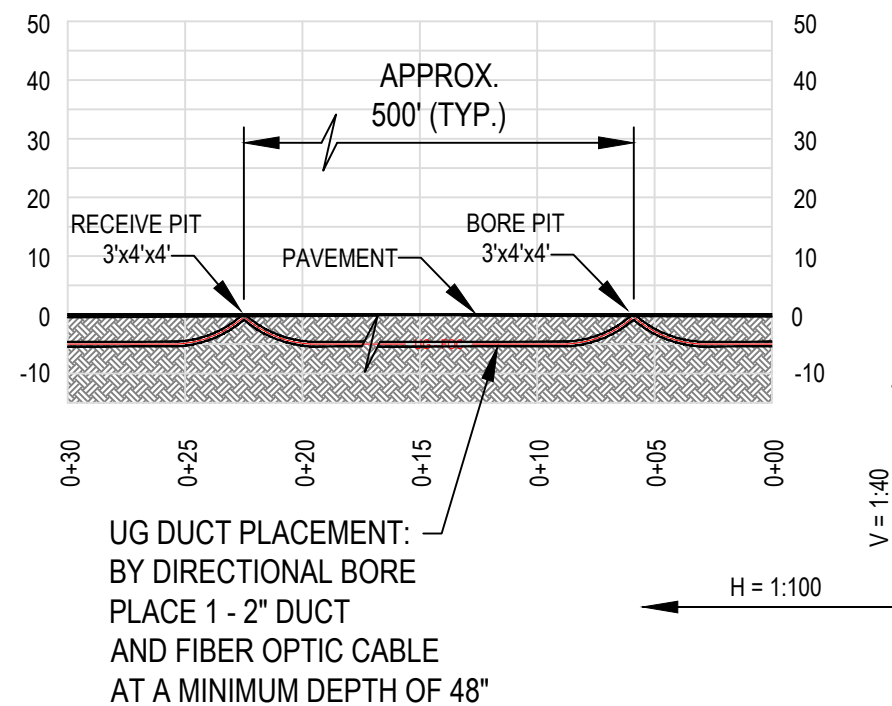
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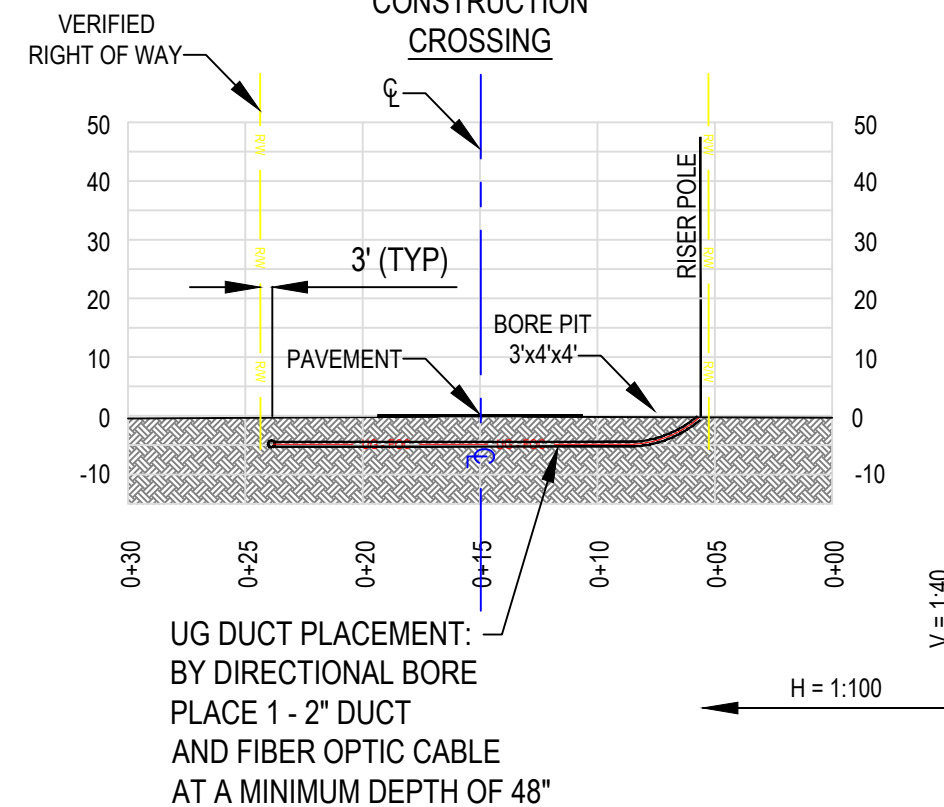
BSM # / CLIENT #
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SHEET: 5 **OF:** 7



TYPICAL BURIED CABLE
CONSTRUCTION
PARALLEL



TYPICAL BURIED CABLE
CONSTRUCTION
CROSSING



**CITY OF FISHERS
RIGHT OF WAY PERMIT**

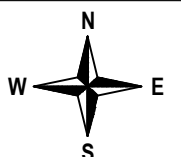
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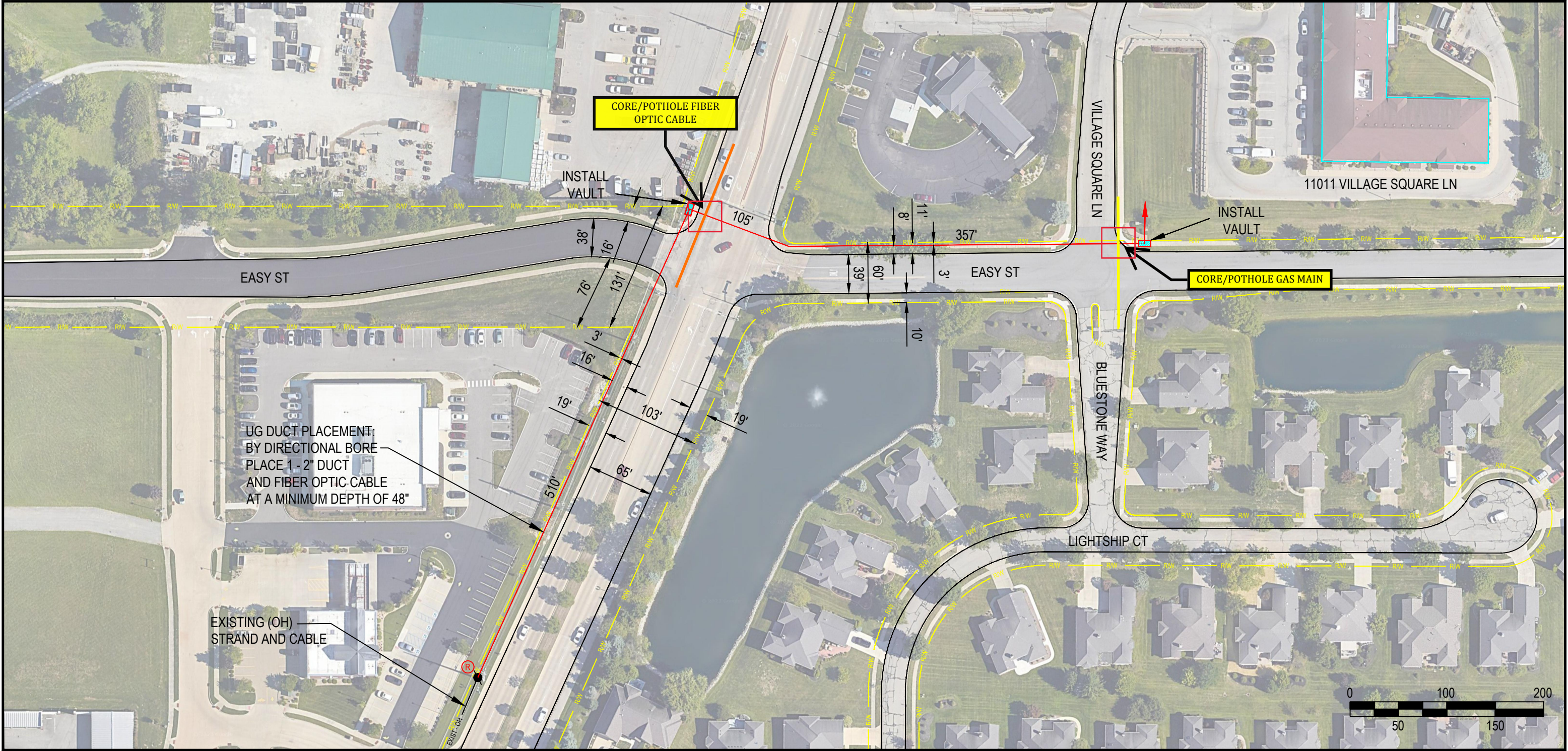
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AS BUILT: XXX

PERMITS REQUIREMENTS:
RIGHT OF WAY: REQUIRED
INDOT: NOT REQUIRED
RAILROAD: NOT REQUIRED

BSM # / CLIENT #
23-03826 / JB0001635696
SHEET: 6 **OF:** 7





	Bore and Place Duct 2 - 1 1/4"	Bore and Place Duct 1 - 2"	Bore and Place Duct 1 - 4"	Place Fiber in Existing Duct	Blow and Pull Fiber	Blow and Pull Coax	Work Within Right of Way	Place Vault 30"x48"x36"	Place Pedestal	Pole Count	Delash/ Relash	Place New Strand and Fiber	Place New Strand and Coax	Overlash New Fiber to Existing Strand	Overlash New Coax to Existing Strand
SHEET 7	-	972	-	-	972	-	972	2	-	-	-	-	-	-	-



CITY OF FISHERS
RIGHT OF WAY PERMIT

PROJECT:
CAPITAL CONSTRUCTION SERVICES INC

LOCATION: 11051 Village Square Ln
Fishers, IN
(Hamilton Cnty, Delaware Twnshp)

SCOPE OF WORK:

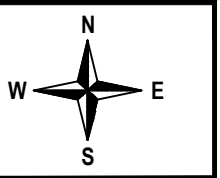
Approximately 975' (ft) of New Underground Cable
Installation of (2) Vaults
Conduit Depth: 48" (in) Standard / Unless Specified

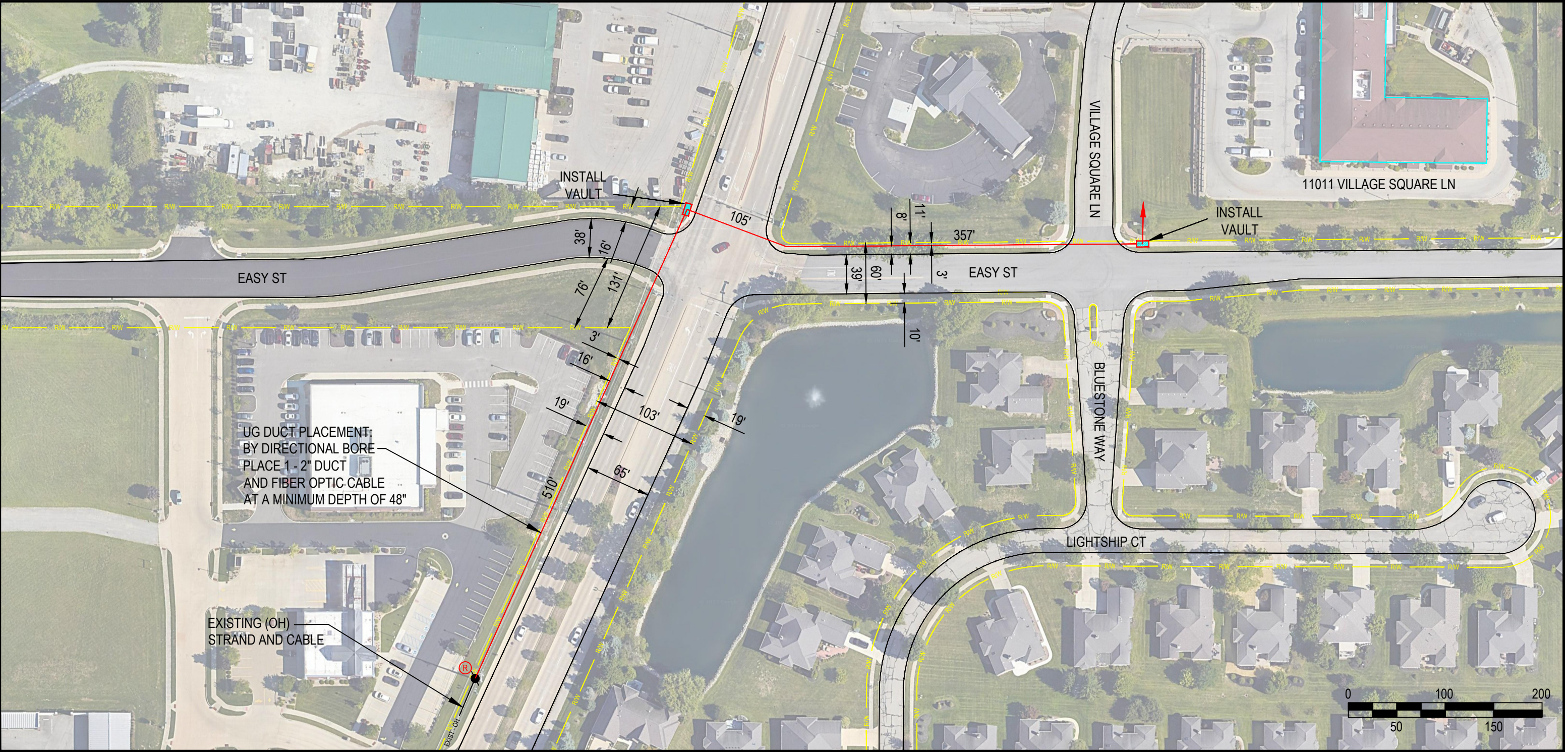
DESIGN: SMV 12/28/2023
CONST SET: XXX
REV 1: XXX
PERMIT: XXX
AS BUILT: XXX

PERMITS REQUIREMENTS:
RIGHT OF WAY: REQUIRED
INDOT: NOT REQUIRED
RAILROAD: NOT REQUIRED

BSM # / CLIENT #
23-03826 / JB0001635696

SHEET: 7 **OF:** 7





	Bore and Place Duct 2 - 1 1/4"	Bore and Place Duct 1 - 2"	Bore and Place Duct 1 - 4"	Place Fiber in Existing Duct	Blow and Pull Fiber	Blow and Pull Coax	Work Within Right of Way	Place Vault 30"x48"x36"	Place Pedestal	Pole Count	Delash/ Relash	Place New Strand and Fiber	Place New Strand and Coax	Overlash New Fiber to Existing Strand	Overlash New Coax to Existing Strand
SHEET 7	-	972	-	-	972	-	972	2	-	-	-	-	-	-	-



CITY OF FISHERS
RIGHT OF WAY PERMIT

PROJECT: CAPITAL CONSTRUCTION SERVICES INC
LOCATION: 11051 Village Square Ln
Fishers, IN
(Hamilton Cnty, Delaware Twnshp)

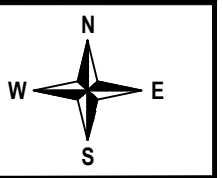
SCOPE OF WORK:
Approximately 975' (ft) of New Underground Cable
Installation of (2) Vaults
Conduit Depth: 48" (in) Standard / Unless Specified

DESIGN: SMV 12/28/2023
CONST SET: XXX
REV 1: XXX
PERMIT: XXX
AS BUILT: XXX

PERMITS REQUIREMENTS:
RIGHT OF WAY: REQUIRED
INDOT: NOT REQUIRED
RAILROAD: NOT REQUIRED

BSM # / CLIENT #
23-03826 / JB0001635696

SHEET: 7 **OF:** 7



RESOLUTION NO. R052824B

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING ROAD CUT AND LANE RESTRICTION ON ALLISONVILLE ROAD

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;

WHEREAS, Comcast has submitted a right of way permit request to perform a road crossing of Allisonville at Easy Street. In order to cross under Allisonville Road, they are required to expose any existing facility they are crossing to prevent damage of other facilities. There is an existing fiber optic line running in the southbound lane of Allisonville Road that they will need to expose prior to crossing; and

WHEREAS, the work on Allisonville Road at Easy Street will require lane restrictions to be in place while the work is performed.

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 road cuts and lane restrictions on Allisonville Road at Easy Street 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 28th day of May, 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, 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	May 28, 2024			
TITLE	Request to approve a road cut on Allisonville Road for Comcast.			
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)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R052824B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	On January 2, 2024, Comcast submitted a Right-of-Way permit request, ROW-24-1, to perform a road crossing of Allisonville Road at Easy Street. In order to cross under Allisonville Road, they are required to expose any existing facility they are crossing to prevent damage of other facilities. There is an existing fiber optic line running in the outer southbound lane of Allisonville Road that they will need to expose prior to crossing. The contractor will need to restrict one lane of southbound Allisonville Road while this work is being performed.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the road cut.
	2.	Deny the request.
	3.	
	4.	
PROJECT TIMELINE	Comcast's contractor is ready to perform this work upon the Right-of-Way permit approval.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends to approve the road cut and to require the replacement of one full concrete panel as required by City of Fishers' standards.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Permit Application Exhibit	

Southeastern Elementary School

Cyntheanne Rd

Cyntheanne Park

60' half ROW

55' half ROW
at building

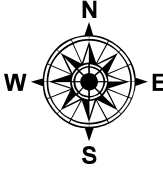
60' half ROW

Jai Hanuman Temple
12323 Cyntheanne Rd

**Jai Hanuman Temple
12323 Cyntheanne Rd.**
(no scale)

Legend

 Parcels (Hamco Terrapin)



Note: All data is provided for general informational purposes only.
They should not be relied upon without proper field verification.
This exhibit does not indicate approval for any permit.

**DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF FISHERS,
SRINIVASAN KEERTHIVASAN AND NAGARANI KEERTHIVASAN
REGARDING STREET DEDICATION**

THIS AGREEMENT REGARDING STREET DEDICATION ("Agreement") is entered into between the City of Fishers, an Indiana municipal corporation (the "City") and Srinivasan Keerthivasan and Meenakshi Keerthivasan ("Keerthivasan") and is dated this 15 day of May, 202024.

WHEREAS, the City is the owner of a public right-of-way known as Cyntheanne Road which serves real estate owned by Keerthivasan at 12323 Cyntheanne Road, more specifically described in Exhibit A, included herein and attached hereto (the "Real Estate"); and

WHEREAS, in partial satisfaction of conditions associated with approval of a Special Exception petition by the Fishers Fall Creek Board of Zoning Appeals for the Property on August 10, 2023 ("Special Exceptions"), Keerthivasan has agreed to dedicate right-of-way along the Cyntheanne Road frontage of the Property, generally consistent with the City of Fishers Thoroughfare Plan, ("Thoroughfare Plan Dedication"); and

WHEREAS, the existing structure on the Real Estate, (the "Structure") will encroach into the Thoroughfare Plan Dedication; and

WHEREAS, Keerthivasan has agreed to offer an alternative dedication that would feature a five foot wide offset around the Structure as a temporary measure (the Thoroughfare Plan Dedication, less the five foot offset around the Structure, the "Initial Dedication"); and

WHEREAS, Keerthivasan has agreed to dedicate the additional right-of-way to complete the Thoroughfare Plan Dedication at such time that the Structure is demolished or relocated; and

WHEREAS, Meenakshi Keerthivasan is one and the same as Nagarani Keerthivasan, who changed her name on January 12, 2023 in the United States District Court for the Southern District of Indiana (Alien Registration Number A-214511366);

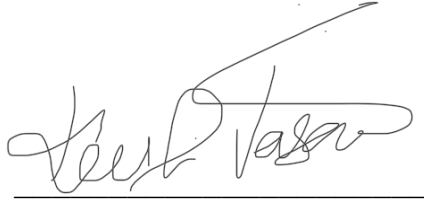
NOW THEREFORE, for the mutual covenants and promises contained in this Agreement, the receipt and sufficiency of which are mutually acknowledged, the City and Keerthivasan agree as follows:

1. Recitals. The above-stated Recitals are hereby restated and incorporated into this Section 1 as fully set forth herein.

2. Plat of Subdivision and Dedication. Keerthivasan will prepare, at their expense, a Plat of Subdivision which will include the Initial Dedication, substantially similar to the depiction in Exhibit B, included herein and attached hereto, free and clear of all liens and encumbrances and in the form, substance, and manner as required by the City.
3. Upon issuance of a demolition permit for the current residence located on the Real Estate, Keerthivasan will complete the Thoroughfare Plan Dedication by dedication of the offset as depicted in Exhibit B, free and clear of all liens and encumbrances and in the form, substance, and manner as required by the City.
4. The Structure shall be removed and Keerthivasan shall complete the full Thoroughfare Plan Dedication, including the offset, prior to occupancy of any new structure on the Real Estate. Keerthivasan shall further comply with all other conditions of the Special Exceptions concerning the Real Estate.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. There are no other written or oral agreements or understandings concerning the subject matter of this Agreement which are not expressly written herein.
6. Authorized Signature. The City represents and warrants that this Agreement was duly authorized its Board of Public Works and that the Mayor has the requisite authority to sign this Agreement on behalf of the City and to bind the City. Keerthivasan represents and warrants that he is the owner of the Real Estate and has full power and authority to perform and/or comply with the obligations set forth in this Agreement.
7. Choice of Law and Venue. Any dispute between the parties hereto pertaining to this Agreement shall be governed by the laws of the State of Indiana, with venue lying in Hamilton County, Indiana.

[Signature Page Follows]

WHEREFORE, the parties have executed this Agreement on the date first written above.



Srinivasan Keerthivasan



Meenakshi Keerthivasan

CITY OF FISHERS

By: _____
Scott Fadness, Mayor

This document prepared by: Eric M. Douthit, Church Church Hittle + Antrim, Two North Ninth Street, Noblesville, Indiana 46074, (317) 773-2190.

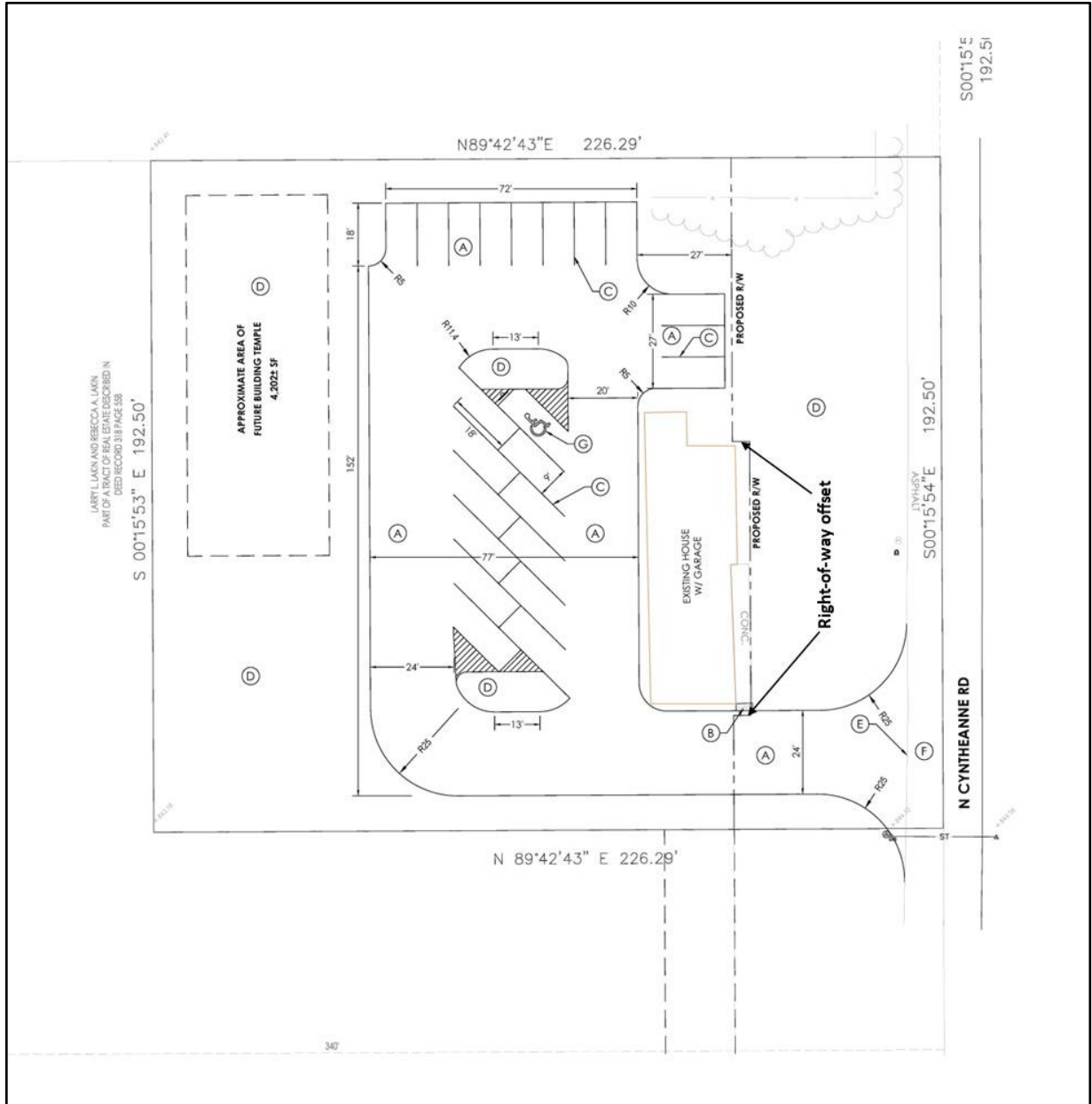
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Eric M. Douthit.

EXHIBIT A

Part of the Northeast Quarter of Section 31, Township 18 North, Range 6 East, Hamilton County, Indiana, and being more particularly described as follows:

Beginning at a point on the East line of said quarter section South 0 degrees 00 minutes 00 seconds West (assumed basis of bearings) 990.00 feet (60 rods) from the Northeast corner thereof; thence continue South 0 degrees 00 minutes 00 seconds West on and along said East line 192.50 feet; thence South 89 degrees 58 minutes 11 seconds West, parallel to the North line of said quarter section, 226.29 feet; thence North 0 degrees 00 minutes 00 seconds East, parallel to said east line, 192.50 feet; thence North 89 degrees 58 minutes 11 seconds East, parallel to said north line, 226.29 feet to the place of beginning.

EXHIBIT B



RESOLUTION NO. R052824C

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING STREET DEDICATION AGREEMENT**

WHEREAS, the City is the owner of a public right-of-way known as Cyntheanne Road which serves real estate owned by Srinivasan Keerthivasan and Meenakshi Keerthivasan (“Keerthivasan”) at 12323 Cyntheanne Road, more specifically described in the Development Agreement Regarding Street Dedication attached hereto and incorporated herein as Exhibit A, (the “Real Estate”);

WHEREAS, in partial satisfaction of conditions associated with approval of a Special Exception petition by the Fishers Fall Creek Board of Zoning Appeals for the Property on August 10, 2023 (“Special Exceptions”), Keerthivasan has agreed to dedicate right-of-way along the Cyntheanne Road frontage of the Property, generally consistent with the City of Fishers Thoroughfare Plan, (“Thoroughfare Plan Dedication”);

WHEREAS, the existing structure on the Real Estate, (the “Structure”) will encroach into the Thoroughfare Plan Dedication;

WHEREAS, Keerthivasan has agreed to offer an alternative dedication that would feature a five foot wide offset around the Structure as a temporary measure (the Thoroughfare Plan Dedication, less the five foot offset around the Structure, the “Initial Dedication”);

WHEREAS, Keerthivasan has agreed to dedicate the additional right-of-way to complete the Thoroughfare Plan Dedication at such time that the Structure is demolished or relocated; and

WHEREAS, the parties wish to memorialize the parties’ agreement as the Agreement attached hereto 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 agrees to enter into the Development Agreement Regarding Street Dedication in a form substantially similar to the attached Exhibit A, incorporated herein (the “Agreement”).
- Section 2.** The Board authorizes the Mayor and/or the Director of Engineering to sign the Agreement.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 28th Day of May, 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



Board Action Form

MEETING DATE	May 28, 2024			
TITLE	Request to approve a right-of-way dedication agreement at 12323 Cyntheanne Road for Jai Hanuman Temple.			
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)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R052824C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☒ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	Srinivasan Keerthivasan and Meenakshi Keerthisvasan are developing phase 1 of the property at 12323 Cyntheanne Road as the Jai Hanuman Temple.	
	As a condition associated with the Fishers Fall Creek Board of Zoning Appeals approval of a Special Exception on August 10, 2023, right-of-way is to be dedicated per the Fishers Thoroughfare Plan.	
	As part of phase 1 of the development, they will be dedicating right-of-way per the thoroughfare plan, except where the existing building is located, the right-of-way will jog around the building. This agreement is to ensure the full right-of-way will be dedicated at phase 2 when the existing building is removed, and a new building built further back on the property.	
	The phase 1 construction plans for the site improvements are being reviewed through the Technical Advisory Committee (TAC) process.	
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:	There are no costs to the city for the right-of-way dedication agreement
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Accept the agreement by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Phase 1 construction is anticipated to begin upon approval of the site permit.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the agreement as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A (Agreement) 3. Exhibit B (Aerial Exhibit)	

**A PROFESSIONAL SERVICES AGREEMENT BY & BETWEEN LOCHMUELLER
GROUP & THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA**

This Professional Services Agreements (“AGREEMENT”), is made and entered into this _____ day of _____, 2022 (“EFFECTIVE DATE”), by and between the City of Fishers, Hamilton County, Indiana (“OWNER”) and Lochmueller Group (“ENGINEER”), and is regarding the Fishers Safety Action Plan (“PROJECT”).

RECITALS

WHEREAS, OWNER desires to obtain professional design engineering services for the PROJECT;

WHEREAS, OWNER wishes to obtain these services according to time requirements which specify particular and definite deadlines;

WHEREAS, OWNER wishes to limit its review role of these services; and

WHEREAS, ENGINEER has expressed its willingness to provide these services within the specified time requirement and with a limited review role by OWNER.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and responsibilities, OWNER and ENGINEER agree as follows:

**ARTICLE 1
AUTHORITY TO EXECUTE AGREEMENT**

Each party represents and warrants to the other party that:

- a. The party is duly organized and existing in good standing under the laws of Indiana and has all requisite power and authority to carry out the obligations set forth in this Agreement.
- b. The party has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery, and performance whereof, have been duly authorized by all necessary action.
- c. This Agreement has been duly entered into and delivered and constitutes a legal, valid, and binding obligation of the party, enforceable in accordance with its terms.

**ARTICLE 2
ATTACHMENTS**

The Attachments which accompany and form a part of this Agreement as of the date hereof are:

- a. “Attachment A” consisting of the described services to be performed by ENGINEER.
- b. “Attachment B” consisting of a list of key professional staff and subcontractors ENGINEER agrees to provide for the Project and the man-hours that will be devoted to the Project.
- c. “Attachment C” consisting of a list of key staff OWNER agrees to provide for the Project.
- d. “Attachment D” consisting of a schedule for completion of the milestone tasks of the Project.
- e. “Attachment E” consisting of compensation for ENGINEER’s services under this Agreement.

ARTICLE 3

INTENT AND INTERPRETATION

- 3.1 The “Agreement”, as referred to herein, shall mean this Agreement executed by OWNER and ENGINEER, and shall include these Terms and Conditions, the Attachments described in Article 2 and attached hereto, and any written supplemental agreement or modification entered into between OWNER and ENGINEER, in writing, after the date of this Agreement.
- 3.2 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by ENGINEER or other rights or obligation of OWNER or ENGINEER, the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon ENGINEER and affording the greater right or remedy to OWNER, shall govern; otherwise, precedence shall be given in the following order: provisions of these Terms and Conditions, provisions contained in any Attachment hereto and required provision contained in any governmental regulation incorporated herein by reference.
- 3.3 Any interpretation applied to this Agreement by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against OWNER solely by virtue of OWNER or OWNER’S representatives having drafted all or any portion of this Agreement.
- 3.4 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

ARTICLE 4

ENGINEER’S RESPONSIBILITIES

- 4.1 ENGINEER shall serve as OWNER'S professional representative in the design phase of the Project, and with respect to all services provided by ENGINEER hereunder, and will give consultation and advice to OWNER during the performance of such services.
- 4.2 ENGINEER shall perform professional services as stated in "Attachment A" of this Agreement, including normal civil, structural, mechanical, electrical and architectural services incidental thereto.
- 4.3 ENGINEER shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance. Without modifying the above standard, ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specification, report, and other services furnished by ENGINEER under this Agreement.
- 4.4 ENGINEER shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, reports, or any other services.
- 4.5 Acceptance by OWNER or approval by any governmental regulatory or funding agency of drawings, designs, specifications, reports, and incidental engineering work, services or materials furnished hereunder shall not in any way relieve ENGINEER of its liability to OWNER or others for negligent acts, errors, omissions, or other deficiencies in the performance of services. OWNER'S monitoring or acceptance of, or payment for, any of ENGINEER'S services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement by ENGINEER.
- 4.6 ENGINEER shall make all reasonable efforts to provide competent, capable, experience and suitably qualified personnel for the performance of all services. Any employee or representative of ENGINEER who, in the opinion of OWNER, does not perform its work in a proper and skillful manner, or is disrespectful, or otherwise objectionable, shall, at the written request of OWNER, be removed from performing any further services on behalf of OWNER.
- 4.7 ENGINEER shall provide to OWNER the key staff and subcontractors listed in "Attachment B" and shall make each person and subcontractor available to the Project for the duration of the Project. In the event any of the staff and subcontractors listed in "Attachment B" are not available to the Project, ENGINEER shall provide replacement personnel to the satisfaction of OWNER. OWNER may not unreasonably withhold its consent. A failure by ENGINEER to provide professional staff and subcontractors as required by the Article shall be considered a material breach of the Agreement.
- 4.8 ENGINEER shall be fully responsible for all negligent acts, errors or omissions of consultants and subcontractors and of person and organization directly or indirectly

employed by ENGINEER, and of persons and organizations for whose acts any consultant may be liable to the same extent that ENGINEER is responsible for the negligent acts, errors or omissions of persons directly employed by ENGINEER. Nothing in this Agreement, nor any communication, directive, action or failure to act on the part of OWNER, shall create any contractual relationship between OWNER and any consultant or subcontractor having a contract with ENGINEER, nor shall it create any obligation on the part of OWNER to pay or to see to payment of any monies due any consultant or subcontractor to ENGINEER.

- 4.9 ENGINEER agrees to bind specifically every subcontractor and consultant to the applicable terms and conditions of this Agreement for the benefit of OWNER. ENGINEER shall obtain written acceptance from OWNER for all proposed subcontractor and subcontract agreements for any portion of the Scope of Work described in “Attachment A” and shall furnish copies of all executed subagreements.

ENGINEER shall include all subcontractors on “Attachment B”. ENGINEER may not remove or otherwise substitute subcontractor indicated on “Attachment B” without consent of OWNER. A failure by ENGINEER to provide the subcontractor as required by this Article shall be considered a material breach of the Agreement.

- 4.10 To the extent the standard in Section 4.3 is met, ENGINEER’S responsibility under this Agreement shall not be diminished by new or advanced processes, methods, designs or technology recommended or utilized by ENGINEER for the Project.
- 4.11 ENGINEER’S submittals are subject to prompt monitoring and acceptance by OWNER for general compliance with the services described in “Attachment A”. In the event that any submittal is not accepted by OWNER, OWNER shall notify ENGINEER in writing of its reasons for non-acceptance and may make suggested revisions. Upon receipt of said notification, the non-acceptance submittal shall be revised appropriately by ENGINEER until accepted by OWNER. If ENGINEER does not agree with OWNER’s suggested revisions, ENGINEER shall submit its reasons therefor to OWNER in writing.
- 4.12 In the event that the performance of any services described in this Article or in “Attachment A” under this Agreement by ENGINEER shall require ENGINEER to use, consider, complete, or evaluate any designs, specifications, contract documents, reports, studies or other services provided to OWNER or ENGINEER by another architect, engineer or consultant, ENGINEER shall take reasonable and prudent steps to verify the technical accuracy of such items and shall report in writing to OWNER any conflict, error or discrepancy which may be discovered by such investigation and verification. ENGINEER shall assume all risks and bear all costs associated with any conflict, error, inaccuracy or discrepancy in such items which are not discovered by ENGINEER due to its failure to conduct such reasonable and prudent inquiry and study, or which are discovered by ENGINEER but not reported in writing to OWNER provided, however, that ENGINEER shall not be barred from actions against third parties. At the written request of ENGINEER, the OWNER may assign to the ENGINEER all or any portion of the rights which the OWNER may possess to pursue remedies against the engineer, architect or consultant

which provided the OWNER with said designs, specifications, contract documents, reports, studies, or other services. Such a request shall not be unreasonably denied.

- 4.13 ENGINEER shall fulfill the requirements of governing regulatory agencies as may be applicable to the work and services to be performed by ENGINEER described in this Article or in "Attachment A".
- 4.14 The liability of ENGINEER under this Article shall survive the expiration of this Agreement.

ARTICLE 5

OWNER'S RESPONSIBILITIES

- 5.1 Except to the extent that such responsibilities are otherwise waived or assumed by ENGINEER, OWNER shall take reasonable steps to:
 - 5.1.1 Issue a written notice to proceed by June 30, 2022. If OWNER fails to issue the Notice to Proceed the OWNER shall extend the completion date as described in "Attachment D" one day for each day past the above date that the Notice to Proceed was not issued. ENGINEER agrees that said time extension shall be full accord and satisfaction for any and all expenses and damages ENGINEER may experience resulting from the delay.
 - 5.1.2 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Subject to Article 22, such person will have authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the Project. Said person as well or other key personnel are listed in "Attachment C".
 - 5.1.3 Make available all information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
 - 5.1.4 Furnish to ENGINEER, as required by ENGINEER for performance of its services, data prepared by or services of others.
 - 5.1.5 Monitor all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER.
 - 5.1.6 Pay cost for advertising and obtaining formal bids or proposals from contractor.
 - 5.1.7 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing service as OWNER may require to ascertain how or for what purpose any contractor has used the monies paid to it under the construction contract.

- 5.1.8 Subject to the provisions of Section 4.11, and to the extent that persons providing report, data and other information to OWNER which OWNER furnishes to ENGINEER under this Article are responsible for their accuracy and completeness, OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all said reports, data and other information.
- 5.1.9 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 5.1.10 Attend the pre-bid conference, bid opening and preconstruction conferences.

ARTICLE 6

COMPLETION SCHEDULE

- 6.1 The proposed schedule for the completion of the Project is presented in “Attachment D” and is made a part hereof.
- 6.2 ENGINEER shall adhere to all time limits stated in this Agreement or included in any accepted time schedule. All such time limits shall be of the essence to this Agreement.
- 6.3 In all events the various stages and phases of ENGINEER’S services are to be completed in such sequence and at such times, and with approved or agreed upon time limits, as may be required to assure the timely, continuous, efficient and diligent prosecution of the work and services provided for by this Agreement.
- 6.4 OWNER may at any time, by written order, make changes within the general scope of the Agreement in the services of work to be performed. If ENGINEER believes that such a change justifies an increase in ENGINEER’S contract time or contract price required to perform the series under this Agreement it must assert such claim in writing within thirty (30) days of receipt of OWNER’S written order giving rise to the claim. No claim for adjustment in the contract time or contract price will be valid if not submitted in accordance with this paragraph. No services for which ENGINEER will charge additional compensation shall be furnished without the written authorization of OWNER.
- 6.5 ENGINEER shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as permitted in Article 8, or as ENGINEER and OWNER may otherwise agree in writing.
- 6.6 If the commencement, prosecution or completion of the services under this Agreement, or of the construction of the Project is delayed by any act, omission, delay, neglect or default of ENGINEER, or anyone employed by ENGINEER, or by any damage or acts caused by the negligent acts or omission by ENGINEER, then ENGINEER shall be liable to OWNER for any and all costs, assessments, expense, liabilities or damages caused thereby, in accordance with Section 4.8.

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

ARTICLE 7

INSURANCE

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

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

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

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

5) Independent Contractors.

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

A.	Worker's Compensation & Disability	Statutory
B.	Employer's Liability	
	Bodily Injury Accident	\$100,000 Each accident
	Bodily Injury by Disease	\$500,000 Policy limit
	Bodily Injury by Disease	\$1,000,000 Each employee
C.	Commercial General Liability (Occurrence Basis) Bodily injury, personal injury, property damage, contractual liability, products completed operations.	
	General Aggregate Limit (Other Than Products/Completed Operations)	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Damage to Rented Premises	\$100,000 each occurrence
	Medical Expense Limit	\$5,000
D.	Comprehensive Auto Liability	\$1,000,000
	(single Limit) (owned, hired & non-owned) Bodily injury & property damage	\$1,000,000 Each accident

- | | | |
|----|---------------------------|---|
| E. | Umbrella Excess Liability | \$1,000,000
Each occurrence
And aggregate |
| F. | Professional Liability | \$1,000,000 per claim
And aggregate |

- 7.2.1 Professional liability coverage, if available to the engineering profession, shall be in effect from the effective date of this Agreement and shall remain in effect continuously until the applicable statute of limitations has run. (Coverage Period). Coverage also shall extend to employees who may retire, transfer or otherwise cease employment with ENGINEER during the Coverage Period.
- 7.2.2 Professional liability policies may be either claims made or per occurrence.
- 7.2.3 Deductible on professional liability policies may be either per claim or per occurrence.
- 7.2.4 Professional liability coverage shall only be limited by a maximum annual aggregate. There shall be no limits on the number of amount of claims made against a specific Project.
- 7.3 With the prior approval of OWNER, ENGINEER, may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.
- 7.4 Copies of all above insurance policies and Certificates of Insurance, naming the City of Fishers as an “additional insured” (C. through E. only), including proof of required Professional Liability Insurance, showing such coverage then in force (but not less than the amount shown above) shall be filed with OWNER prior to the effective date of this Agreement. These policies and Certificates shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days after written notice has been given to OWNER.
- 7.5 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of ENGINEER to the above enumerated amounts.
- 7.6 Regardless of the nature of the policy or whether the deductible is per claim or per occurrence, all deductibles shall be the responsibility of ENGINEER.
- 7.7 Notwithstanding any other provision of this Agreement, ENGINEER shall provide all insurance coverage required by the documents provided by OWNER.

ARTICLE 8
COMPENSATION TO ENGINEER

- 8.1 For the services described in this Agreement or in “Attachment A”, OWNER agrees to pay ENGINEER as per the provisions of “Attachment E”, unless modified by an amendment to this Agreement.
- 8.2 No payment request or statement made pursuant to this Article shall exceed the estimated amount in value of the work and services performed by ENGINEER under this Agreement, which estimates shall be prepared by ENGINEER and supplemented or accompanied by such supporting data as may be required by OWNER.
- 8.3 Payment request by ENGINEER shall be submitted no more often than bi-monthly. The payment request shall be accompanied by a signed voucher and such supporting data as may be required by OWNER.
- 8.4 OWNER shall have the right to withhold from payments due ENGINEER such sums as necessary to protect OWNER against any loss, claim or damage which may result from the negligence or unsatisfactory work by ENGINEER, failure by ENGINEER to perform its obligations and responsibilities under this Agreement or claims filed against ENGINEER or OWNER relating to ENGINEER’S services or work. OWNER shall provide ENGINEER written notification of its reason for so withholding payments. When the grounds or causes for such withholding are removed, payment shall be made for amounts withheld because of them.
- 8.6 OWNER shall pay ENGINEER for the professional services supported by invoices and documentation. OWNER will pay the amount of the invoice within ninety (90) days of OWNER’S acknowledgement that invoice and documentation are acceptable. OWNER will give ENGINEER written notice within five (5) working days or receipt of the invoice and documentation if the invoice or documentation is not acceptable. OWNER is the sole judge as to the acceptability of the invoices and documentation.
- 8.7 If, prior to the satisfactory completion of services under this Agreement, the total costs incurred by ENGINEER are within 25% of the maximum amount payable, ENGINEER shall notify OWNER in writing. ENGINEER shall cease all work when the total costs incurred equal 95% of the maximum amount payable. Work will not recommence until ENGINEER receives written notice from OWNER and an adjusted maximum amount payable has been negotiated, if in the sole judgment of OWNER, such an adjustment is required. The ENGINEER shall not be entitled to compensation for unauthorized work over the maximum amount payable. This section shall not apply when the method of compensation described in Section 8.1 is lump sum.
- 8.8 Upon satisfactory completion of all work and services to be performed hereunder, and prior to final payment under this Agreement for such series, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, ENGINEER shall execute and deliver to OWNER a release of all claims against OWNER arising under or

by virtue of this Agreement. In all events, the making and acceptance of final payment shall be conclusive as to OWNERS'S performance of the Agreement and shall constitute a waiver of all claims by ENGINEER against OWNER.

ARTICLE 9

TERMINATION BY OWNER

- 9.1 If ENGINEER becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise materially violates or fails to perform any term, covenant or provision of this Agreement, ENGINEER shall be considered in default, and OWNER may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that ENGINEER shall be given: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of OWNERS'S intent to terminate; and (2) an opportunity for consultation with OWNER prior to termination, and a reasonable opportunity to cure the default. In determining the amount of final payment to be made to ENGINEER upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by OWNER to be incurred by reason of ENGINEER'S default.
- 9.2 This Agreement may be terminated in whole or in part in writing by OWNER for OWNER'S convenience; provided that ENGINEER is given: (1) not less than TEN (10) calendar days written notice (delivered certified mail, return receipt requested) of intention to terminate; and (2) an opportunity for consultation with OWNER prior to termination. If termination for convenience is effected by OWNER, ENGINEER'S compensation shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination. No amount shall be allowed for anticipated profit on unperformed services or other work.
- 9.3 Upon receipt of a termination action for default of for the OWNER'S convenience, ENGINEER shall: (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to OWNER all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 9.4 If, after termination for ENGINEER'S default, it is determined that ENGINEER was not in default, the termination shall be deemed to have been effected for the convenience of OWNER.
- 9.5 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by OWNER are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then OWNER shall have

the right to terminate this Agreement without written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. OWNER agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

ARTICLE 10

TERMINATION BY ENGINEER

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

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

ARTICLE 11

SUCCESSORS AND ASSIGNS

- 11.1 OWNER and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to the

promises, representations, acknowledgements, covenants and responsibilities contained in this Agreement.

- 11.2 Except as otherwise provided herein, ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of OWNER.
- 11.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of OWNER.

ARTICLE 12

RECORDS; AUDIT

ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. ENGINEER shall also maintain the financial information and data used by ENGINEER in the submission or preparation of any cost submission, statement or summary submitted to OWNER or any funding agency. OWNER, or any agencies which have tendered grants for the Project, or any persons so designated by a granting agency shall, until the expiration of three (3) years after final payment under this agreement have access to and the right to examine, inspect, audit and copy directly pertinent books, documents, papers and records of ENGINEER involving any transaction related to this Agreement. To the extent that the person or entity which seeks to examine, inspect, audit and copy said documents is under the control of OWNER, said person or entity will provide ENGINEER with seventy-two (72) hours written notice. ENGINEER agrees to incorporate this provision into any subagreements executed by ENGINEER with others for work or services related to this PROJECT. The periods of access and examination as described herein shall continue until any disputes, claims or litigation arising out of the performance of this Agreement have been disposed of.

ARTICLE 13

OWNERSHIP OF DOCUMENTS

All drawings, specifications, computations, sketches, test data, survey results, models, photographs, renderings and other material relating to this Project, developed in the performance of this Agreement or prepared in connection therewith, are the property of OWNER and shall be delivered to OWNER, if requested by OWNER, upon completion of services or upon termination of this Agreement. With respect thereto, ENGINEER shall not assert or establish any right or claim under the design patent or copyright law. ENGINEER agrees that work done under this Agreement constitutes "work for hire" under copyright law, and OWNER shall retain the right to any design patent or copyright and may use any and all materials prepared by ENGINEER without reservation. In the event that any deliverables developed during this project are deemed not to be "works for hire" under copyright law, ENGINEER agrees, at no additional cost, to assign all right, title and interest, including copyright in and to such deliverables, to OWNER. The OWNER will not change or reuse any document for any project or purpose other than as described in the agreement without the written consent of the ENGINEER. However, the ENGINEER expressly acknowledges that the OWNER is a public agency and is subject to public access, disclosure and distribution laws, regulations and policies. ENGINEER acknowledges that OWNER will not treat

this Agreement as confidential information. Use by the public of any document or the information contained therein, shall not be considered an act of the OWNER.

ARTICLE 14

NOTICES

When written notice is required by this Agreement it shall be sufficiently given, in the absence of a specific provision to the contrary, when delivered or sent by United States first-class mail to ENGINEER at its business address, or to OWNER or OWNER'S representative, or by personally delivering such notice to the party to be in receipt thereof.

ARTICLE 15

NONDISCLOSURE

Unless required by law, ENGINEER shall not divulge information concerning this Project to anyone, unless prior written approval is received from OWNER, and shall obtain similar agreements from persons and firms employed by it. OWNER reserves the right to release all information as well as to time its release, form and content. This requirement shall survive the expiration of this Agreement.

ARTICLE 16

OTHER CONSULTANTS

OWNER reserves the right to employ other engineers, architects and consultants in connection with the work or Project.

ARTICLE 17

REDUCTION FOR DEFECTIVE PRICING DATA

If OWNER determines that any price, including profit, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased because ENGINEER or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified or represented in any submittal to OWNER or funding agencies, then such price or cost or profit shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.

ARTICLE 18

NON-CONTINGENT FEES

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

ARTICLE 19

CHOICE OF FORUM

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

ARTICLE 20 **NON-DISCRIMINATION**

- 20.1 ENGINEER and subcontractor shall not discriminate against any employees or applicant for employment, to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, or disability. Breach of this covenant may be regarded as a material breach of the Agreement.
- 20.2 ENGINEER represents for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding the prohibition of discrimination in employment practices on the basis of race, sex, creed, color religion, national origin, ancestry, age, handicap, disabled veteran status.

ARTICLE 21 **APPLICABLE LAWS**

Subject to the provisions of the following paragraph, ENGINEER agrees to conform to all federal, state, and local laws, rules and regulations applicable to ENGINEER in performing work pursuant to this Agreement in force at the time of design, including, but not limited to, those relating to discrimination in employment, conflicts of interest, accounting records and requirements. Unless otherwise specified, this Agreement shall be governed by the laws of the State of Indiana, and all Municipal Ordinances, Resolutions, and Codes of the City of Fishers.

Compliance with any state or federal statute or local ordinance enacted or regulations promulgated thereunder after the effective date of this Agreement for which notice had been published prior to the execution by ENGINEER of this Agreement which affect the services of ENGINEER shall be the responsibility of ENGINEER without entitling ENGINEER to an increase in either time of performance or in contract price.

ARTICLE 22 **AMENDMENTS.**

This Agreement may be amended only by written instrument and signed by both OWNER and ENGINEER.

ARTICLE 23

SEVERABILITY

In the event any provision of this Agreement is determined by a court of jurisdiction or by the laws of the State of Indiana to be null and void, such provision shall be stricken and all other provisions which can be given effect independently of the stricken provision shall remain in full force and effect.

ARTICLE 24

CONFLICT OF INTEREST

ENGINEER certifies and warrants to OWNER that neither it, nor its agents, representatives or employees who will participate in any way in the performance of ENGINEER'S obligation hereunder has, or will have during the Project, any conflict of interest relative to the Project, direct or indirect, with OWNER. ENGINEER shall immediately notify OWNER if a conflict of interest should arise during the Project. Upon being so notified OWNER may either:

- a. Waive the conflict
- b. Terminate the Agreement according to Section 9.1

ARTICLE 25

REQUIRED DOCUMENTATION

- 25.1 ENGINEER shall furnish OWNER any documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Fishers, other units of local government, the State of Indiana, and the United States.
- 25.2 ENGINEER further represents that it is not and shall remain in good standing with such governmental agencies and that it will keep its license, permit, registration, authorization or certification in force during the term of this Agreement, to perform the services described in "Attachment A" and in this Agreement.

ARTICLE 26

INDEPENDENT CONTRACTOR STATUS

ENGINEER expressly understands and agrees that it is an independent contractor and that it is not an employee of the OWNER, and the OWNER is not to provide Worker's Compensation, health or accident insurance coverage or indemnification agreement of any kind which would cover ENGINEER or its employees, if any, in and under the terms of this Agreement.

ARTICLE 27

WAIVER

OWNER'S delay or inaction in pursuing its remedies set forth in this Agreement or available by law, shall not operate as a waiver of any of OWNER'S rights or remedies

ARTICLE 28

USE OF IMAGIS DATA

OWNER hereby grants to ENGINEER a nonexclusive, nontransferable license to that portion of the IMAGIS database delivered to ENGINEER (the "Delivered Materials") under the terms of this Agreement, subject to the following terms and conditions: ENGINEER shall have the right to copy the Delivered Materials in digital form into computer memory or onto computer storage devices and to prepare from them derivative works in digital form for the sole purpose of performing services under this Agreement. All Delivered Materials are provided "as-is" without warranty of any kind. ENGINEER'S licensee shall terminate upon completion of the series under this Agreement.

ARTICLE 29

ALLOCATION OF RISK

ENGINEER agrees to indemnify and hold harmless the City of Fishers, and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgment and liens only to the extent they arise out of any negligent act or omission by ENGINEER or any of its officers, partners, agents, employees or subcontractors regardless of whether or not they are caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 30

TAXES

OWNER is exempt from state, federal and local taxes. OWNER will not be responsible for any taxes levied on ENGINEER as a result of this Agreement.

ARTICLE 31

RESTRICTIONS ON LOBBYING

If federal funds are to be used in connection with this Agreement, ENGINEER certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that ENGINEER has complied with SECTION 1352, Title 31, U.S. Code, and specifically, that:

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

renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence of an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- C. ENGINEER also certifies by signing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts which excess \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

ARTICLE 32

MAINTAINING A DRUG-FREE WORKPLACE

- 32.1 ENGINEER hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to OWNER within ten (10) days after receiving actual notice that an employee of ENGINEER has been convicted of a criminal drug violation occurring in ENGINEER'S workplace.
- 32.2 In addition to the provisions of Section 32.1 above, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, ENGINEER hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by ENGINEER in conjunction with this Agreement.
- 32.3 It is further expressly agreed that the failure of ENGINEER to in good faith comply with the terms of Section 32.1 above, or falsifying or otherwise violating the terms of this certification reference in Section 32.2 above, shall constitute a material breach of this Agreement, and shall entitle OWNER to impose sanctions against ENGINEER including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of ENGINEER from doing further business with OWNER for up to three (3) years.

ARTICLE 33

DISPUTE RESOLUTION

Any disputes that may arise under this Agreement shall be resolved by the parties' respective executive officers, or their designees. Failing resolution by the executive officers, the parties shall submit the dispute to mediation. Suit, if any, shall be brought in the State of Indiana,

Hamilton County. Owner and Engineer, to the extent provided by law, waive their right to a jury trial in any matter arising out of this Agreement and this waiver is absolute and unconditional.

ARTICLE 34

TERM OF AGREEMENT

This Agreement shall become effective upon completion of the following:

1. Delivery to OWNER and acceptance by OWNER, of the document required in Subection 7.4, and
2. Latest date of execution by and required signatories

and shall expire upon the successful completion and final acceptance of ENGINEER'S services, as set forth in this Agreement or "Attachment A", and OWNER'S payment therefore. In computing any period of time prescribed by this Agreement, the date of any notice to proceed shall not be included in such computation. The last day of any period of time prescribed in this agreement shall be included unless it is a Saturday, Sunday or legal holiday as established by ordinance of the Town of Fishers Council. In such cases, the period of time shall run until the end of business hours of OWNER on the next day that is not a Saturday Sunday, or a legal holiday as established by ordinance.

ARTICLE 35

NOTICE TO PROCEED

ENGINEER shall not begin work pursuant to this Agreement until it receives a Notice to Proceed from OWNER.

ARTICLE 36

INTEGRATION

This Agreement and the documents incorporated herein represent the entire understanding between and amount the parties hereto. The signing of this Agreement by the parties constitutes their mutual recognition that no other contracts or agreement regarding any of the services to be provided herein, oral or written, except as attached hereto or specifically incorporated herein, exists between them, and that if such oral or written contracts or agreements exist, such are hereby cancelled. Each party hereby represents to the other that it will not rely upon any agreement, contract or understanding not reduced to writing and incorporated in this Agreement prior to the execution thereof or not reduced to writing an incorporated in written amendments to this Agreement.

ARTICLE 37

DEBAREMENT AND SUSPENSION

ENGINEER certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarement, declared ineligible, or voluntarily

excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the ENGINEER.

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

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

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

ARTICLE 38

E-VERIFY PROGRAM

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

- A. ENGINEER and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that ENGINEER or its subcontractor subsequently learns is an unauthorized alien. If ENGINEER violates this Article, OWNER shall require ENGINEER to remedy the violation not later than thirty (30) days after OWNER notifies ENGINEER. If ENGINEER fails to remedy the violation within the thirty (30) day period, OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, ENGINEER shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a rebuttable presumption that ENGINEER did not knowingly employ an unauthorized alien if ENGINEER verified the work eligibility status of the employee through the Program.
- B. If ENGINEER employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.

- C. ENGINEER shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. ENGINEER shall maintain on file a certification from each subcontractor throughout the duration of the contract. If ENGINEER determines that a subcontractor is in violation of this Article, ENGINEER may terminate its contract with the subcontractor for such violation.
- D. Pursuant to I.C. 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming ENGINEER's enrollment in the Program, unless the Program no longer exists, shall be filed with OWNER prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with OWNER.

The remainder of this page is intentionally blank.

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

ENGINEER

OWNER

By: _____

By: _____

Printed: Dave Henkel

Scott Fadness, Mayor

Title: Central Indiana Regional Leader

ATTACHMENT A

SERVICES BY ENGINEER

The ENGINEER shall provide services as noted below:

PROJECT UNDERSTANDING

The City of Fishers, IN has expressed its commitment to a safer roadway system through its initiative in obtaining a federal SS4A planning grant for the creation of a Safety Action Plan (SAP). The primary goal of the Fishers SAP is to reduce and eliminate roadway fatalities and serious injuries for all users including bicyclists and pedestrians. The SAP will utilize a data-driven process and offer recommendations supported by data and national and state best practices. The SAP will provide strategies that the City and its agency partners can use for developing projects that save lives.

Lochmueller Group understands the requirements for these SAPs. We have created safety action plans and shaped SS4A implementation grants for similar communities, helping communities navigate the federal funding process in order to leverage external funds to get projects built. Our understanding of the subject matter, federal grants, and funding landscape allows us to tailor our planning studies to meet grant program requirements and set you up for long term success.

SCOPE OF SERVICES

Based on preliminary conversations with the City of Fishers (“OWNER”), Lochmueller Group (“ENGINEER”) understands that this SAP will include strategies and implementation actions to reduce fatal and serious roadway crashes within the City boundary. This SAP will explore available crash records on all public roadways.

Task 1 Project Management and Coordination

Scope elements of this project are intended to provide high-quality work products that meet the City’s goals and financial requirements for implementing this project. This requires an understanding of the City’s needs and a clear understanding of the project elements. To manage a project effectively requires communication skills so that each party has a common expectation of the project outcome.

1.1 Project Schedule

A detailed project schedule will be developed that will outline key milestones including dates for coordination and project update meetings, public engagement activities, technical memorandums, and a draft and final SAP.

Deliverables:

D1.1.1 Detailed Project Schedule

1.2 Coordination Meetings & Project Administration

ENGINEER will conduct virtual project coordination meetings approximately every 3 weeks, to be scheduled at the onset of the project. ENGINEER will prepare an agenda, a progress report, or any items for discussion for the project team prior to the coordination meeting. A maximum of three (3) ENGINEER team members are anticipated to participate in up to 12 coordination meetings.

ENGINEER will prepare and submit monthly invoices as outlined in the contract language provided by OWNER. ENGINEER will provide task level descriptions of work completed and percentage of tasks completed. The monthly progress report will include the following:

- Completed tasks
- Upcoming tasks or milestones
- Status of project's scope and schedule
- Any potential issues that may arise in the future

Deliverables:

D1.2.1 Meeting minutes from each coordination meeting

D1.2.2 Monthly invoices with project progress updates

1.3 Quality Control

For all submittals to OWNER, ENGINEER will provide a two-tier quality control system for written and graphic material that includes (1) peer review, and (2) independent review of materials prior to submittal.

Work products will be submitted to OWNER'S Project Manager (PM) for review. OWNER's PM will conduct a coordinated review with project stakeholders and will provide ENGINEER with a single set of consolidated comments for ENGINEER to address in the project documents.

Task 2 Project Initiation

2.1 Safety Committee

ENGINEER will assist OWNER in identifying appropriate persons and/or agencies to be represented on the safety committee. ENGINEER will organize and manage a roster of contacts, coordinate safety committee meetings, and provide relevant progress updates to the safety committee.

Deliverables:

D2.1.1 Safety Committee membership list

D2.1.2 Safety Committee role and responsibilities

2.2 Commitment and Goal Setting

ENGINEER will assist OWNER in the creation of safety action plan goal and target date as well as a goal statement to be adopted by the City's leadership.

Deliverables:

D2.2.1 Goal Statement

2.3 Project Kickoff Meeting

A project kickoff meeting will be scheduled following issuance of the Notice To Proceed. The project kickoff meeting may include key project staff from ENGINEER and the safety committee, with representatives from FHWA, INDOT, IMPO, and/or other local government partners. The kickoff meeting will include a discussion of the project approach including strategies for safety analysis, equity analysis, public engagement, project selection, and implementation. Other topics will include a communication protocol, project website, dates for key milestones, and a discussion of the federal requirements of the plan.

Deliverables:

D2.3.1 Kickoff meeting minutes

2.4 Plan Review

ENGINEER will review pertinent plans such as past safety and Comprehensive Plans, and other plans the City uses as guiding documents.

2.5 Data Collection and Review

ENGINEER will work with OWNER to collect all pertinent roadway and safety data. ENGINEER will selectively compare provided data to existing conditions as observed in aerial imagery, Google Earth, and field visits and document the apparent accuracy of the provided data. Data to be collected and reviewed include but is not limited to:

- 5-years of crash data
- Roadway characteristic data
- Land use data
- Planned and recently completed projects

Task 3 Equity and Engagement

3.1 Public Engagement Plan

ENGINEER will develop a stakeholder and public engagement plan and submit to OWNER. The public engagement plan will include the following items:

- Online survey and mapping tool
- Stakeholder interview approach
- Community events plan
- Public open house plan

Deliverables:

D3.1.1 Public Engagement Plan with proposed outreach calendar

D3.1.2 Stakeholder lists

3.2 Key Messaging and Outreach Materials

ENGINEER will develop and update key messaging throughout the plan development, which will serve as the foundation of outreach materials.

Deliverables:

D3.2.1 Outreach materials such as signage, fact sheets, engagement cards, FAQs, meeting fliers, website content, press releases, and sample social media posts

3.3 Survey and Mapping Tool

ENGINEER will develop an online public survey and public input mapping tool. The survey will be used to learn about public goals and perceptions and attitudes related to transportation safety. The public input mapping tool will allow the public to share locations of concern with the project team.

Deliverables:

D3.3.1 Online survey and interactive public input mapping tool

3.4 Stakeholder Interviews

ENGINEER conduct up to four (4) focus group meetings or small group stakeholder interviews.

Deliverables:

D3.4.1 Stakeholder interview transcripts and stakeholder feedback report

3.5 Community Events

ENGINEER will distribute information and gather feedback at up to three (3) community events, such as Spark!Fishers and the Fishers Farmer's Market.

Deliverables:

D3.5.1 Attendance and outreach material for each event

3.6 Community Open House

ENGINEER will host one (1) in-person open house to share information and gather feedback about the plan.

Deliverables:

D3.6.1 Attendance and outreach material for event

3.7 Equitable Target Areas

ENGINEER will perform an equity analysis to determine underserved and disadvantaged communities. ENGINEER will collect and analyze demographic data to create appropriate equitable target areas (ETAs). ETAs will ensure that engagement and safety improvements can target underserved and disadvantaged communities. ENGINEER will also assess the equity impacts of proposed projects and strategies.

Deliverables:

D3.7.1 Equity Memo

Task 4 Safety Analysis

4.1 Crash Overview

ENGINEER will work with OWNER to collect all available crash data. ENGINEER will analyze historic crash records to determine prevailing crash types, crash severity patterns, and other key determining factors influencing crash severity such as road users (motorists vs. pedestrians), urban vs. rural geography, vehicle type, and speed.

4.2 High Injury Network

ENGINEER will use a GIS based network screening analysis to develop key metrics including crash frequency, severity weighted crash frequency (equivalent property damage only), and crash rate per vehicle miles traveled at the segment and intersection level. ENGINEER will use the key metrics to create a safety index score across all segments and intersections which will be used to identify a High Injury Network (HIN). The HIN will be used to identify potential locations for future safety improvements to achieve the largest impact and reduction in fatal and series injury crashes.

4.3 Risk Index

ENGINEER will identify high-risk roadway features in locations where fatal and serious injury crashes occur. The risk analysis will develop roadway and/or behavioral risk factors based on local conditions. The results of the risk analysis will be used to develop a risk index to assess the risk of roadways within the City. The risk index will help the City identify and prioritize locations for systemic safety improvements.

4.4 Predictive Analysis

ENGINEER will coordinate with OWNER to obtain data from Replica or other big-data source. ENGINEER will analyze data to determine locations with clusters of near-miss instances. This information will be visually overlaid in GIS format to locate segments and intersections where data shows high quantities of drivers making evasive maneuvers, but a large number of crashes have not yet been realized.

Deliverables:

D4.3.1 *Safety Analysis Technical Memo with results from tasks 4.1, 4.2, 4.3, and 4.4*

4.5 Online Crash Dashboard

ENGINEER will create an interactive crash dashboard tool. The dashboard will display crashes on a map and include functionality to select and view crashes by level of severity, by crash type, by roadway user, etc. Additional information found in the historic crash records dataset can also be included. The dashboard is intended to be an exploratory tool to assist ENGINEER and OWNER understand crash trends and patterns.

Deliverables:

D4.4.1 *Online Crash Dashboard*

Task 5 Implementation

5.1 Safety Toolkit

ENGINEER will generate a countermeasure toolbox to list and describe potential countermeasures drawn from sources such as FHWA Proven Safety Countermeasures, existing INDOT countermeasures, previous Strategic Highway Safety Plans (SHSPs) and SAPs, NHTSA reports, and experience amongst the project team. Applicable countermeasures will be developed for both segments and intersections, and for roadways of various classifications. The toolkit tailored will provide descriptions of various proven safety countermeasures including typical applications, general costs, design considerations, and effectiveness (crash modification factors).

Deliverables:

D5.1.1 *Safety Toolkit*

5.2 Policy Review

ENGINEER will assess the City's current policies, guidelines, and/or standards related to transportation safety. ENGINEER will work with the safety committee to propose new or revised policies aimed at promoting equitable safety investments, protecting vulnerable road users, efficiently managing local resources, and ensuring transparency and accountability.

5.3 Comprehensive Project List

ENGINEER will identify systemic and site-specific safety needs as well as new and/or revised policies and procedures to implement the safety action plan. Working with the City and safety committee, ENGINEER will develop a comprehensive project list with project locations that are appropriate in scale and limits. The comprehensive project list will consider the results of data-driven processes as well as input received from the stakeholder and public engagement program, projects identified in other planning studies, and the most recent transportation improvement program (TIP).

Deliverables:

D5.3.1 *Comprehensive set of projects and strategies*

5.4 Prioritization

ENGINEER will coordinate with OWNER to develop prioritization criteria to be applied to the comprehensive project list. Example prioritization criteria may include appropriateness of countermeasure, installation cost by location, anticipated reduction in crashes/incidents, timeframes for deployment, and/or equity considerations.

Deliverables:

D5.4.1 *Prioritized set of projects and strategies*

5.5 Performance Management

ENGINEER will coordinate with OWNER to develop performance measures to measure progress over time after the SAP is developed.

Deliverables:

D5.5.1 *List of safety performance measures*

Task 6 Documentation

6.1 Administrative Draft

LOCUMUELLER will use the technical memorandums created as part of previous tasks to develop the SAP that can be easily consumed by the public that is in line with State, regional, and City goals as presented in their respective safety plans. An electronic draft plan will be delivered to OWNER and safety committee that summarizes the technical works completed throughout the process and succinctly describe the findings and recommendations proposed for implementation.

ENGINEER will deliver an administrative draft of the SAP no later than January 1, 2025. Comments received from the OWNER and safety committee will be incorporated into the final plan.

Deliverables:

D6.1.1 Draft plan

6.2 Final Plan

ENGINEER will create a final plan that incorporates comments received from OWNER and the safety committee. The plan will be provided in both digital and hard copies (up to five (5) hard copies). ENGINEER will deliver the final SAP, all technical memorandums, meeting minutes, public engagement summaries, and appropriate GIS files to OWNER no later than February 1, 2025.

Deliverables:

D6.2.1 Final plan

6.3 Plan Presentation

ENGINEER will attend and present the final plan to the approving body.

Deliverables:

D6.3.1 Attendance and presentation material

PROVIDED BY THE OWNER

The following items and services are necessary to complete the scope of work. It is understood OWNER will provide these items to ENGINEER.

- Most recent available six (6) years of crash records within the study area. Crash records should include a location field whereby crashes can be geolocated and visualized in GIS.
- Adopted policies or legislation regarding design standards, vision zero policies, complete street policies, etc.
- Recent and relevant planning studies such as a comprehensive plan, downtown master plan, bicycle/pedestrian plan, etc.
- GIS files of:
 - Local agency boundaries including Hamilton County and all municipalities therein.
 - All public roadways with characteristic data including functional classification, average annual daily traffic (AADT), number of lanes, surface rating, and roadway ownership
 - Transportation assets such as transit routes, transit stops, traffic signals, or other if deemed necessary
 - Parcel and/or land use data including key locations such as parks, schools, etc.
 - Most recent TIP projects and list of other recently completed or planned projects

EXCLUSIONS

The services listed above represent the total scope of work. The items listed below are not included in the scope of services.

- It is our understanding that this project does not include work on a future Safe Streets and Roads for All (SS4A) grant application

ADDITIONAL SERVICES

The services listed above represent the total scope of work. Additional planning, public engagement, or engineering services are available upon request and for a mutually agreed upon supplemental scope of services and fee schedule.

ATTACHMENT B

KEY STAFF AND SUBCONTRACTORS OF ENGINEER

ENGINEER shall include all subcontractors on “Attachment B”. ENGINEER may not remove or otherwise substitute subcontractors indicated on “Attachment B” without consent of OWNER. A failure by ENGINEER to provide the subcontractors as required by this Article shall be considered a material breach of the Agreement.

SUBCONSULTANT:

Compass Outreach Solutions LLC

ATTACHMENT C

KEY STAFF OF OWNER

City of Fishers
1 Municipal Drive
Fishers, Indiana 46038

ATTACHMENT D

SCHEDULE

All work by ENGINEER under this Agreement shall be completed and delivered to the Owner by or before March 1, 2025 (the “COMPLETION DATE”).

ATTACHMENT E

COMPENSATION TO ENGINEER

The CONSULTANT shall receive compensation for such professional services set forth in the Scope of Services of this Agreement on an hourly and expense rate basis in accordance with the rates set forth in Exhibit “1” attached hereto and incorporated herein by reference (2024 rates are valid for the duration of the project). The total compensation to be paid to the ENGINEER shall not exceed One Hundred Ninety-Nine Thousand Eight Hundred Dollars (\$199,800.00) without prior approval of the OWNER.

Exhibit 1



2024 INDIANA HOURLY RATE SCHEDULE
ENGINEERING, ENVIRONMENTAL, SURVEYING AND PLANNING SERVICES

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
Senior Project Manager II-IV.....	\$305	Environmental Specialist IV	\$193
Senior Project Manager I	\$257	Environmental Specialist III	\$176
Senior Engineer II	\$249	Environmental Specialist II	\$138
Senior Engineer I.....	\$247	Environmental Specialist I	\$104
Project Engineer IV	\$206	Environmental Technician II	\$106
Project Engineer III.....	\$197	Environmental Technician I.....	\$102
Project Engineer II.....	\$160	Environmental Geologist.....	\$171
Project Engineer I.....	\$152	Historian/Section 106 Specialist IV	\$178
Engineering Intern III	\$134	Historian/Section 106 Specialist III.....	\$162
Engineering Intern II	\$122	Historian/Section 106 Specialist II.....	\$131
Engineering Intern I	\$116	Historian/Section 106 Specialist I.....	\$91
Engineering Designer IV.....	\$202	Certified Construction Engineer III	\$197
Engineering Designer III	\$157	Certified Construction Engineer II	\$168
Engineering Designer II	\$148	Certified Construction Engineer I	\$127
Engineering Designer I	\$122	Certified Construction Project Supervisor II.....	\$190
Engineering Technician III	\$148	Certified Construction Project Supervisor I.....	\$147
Engineering Technician II	\$109	Certified Construction Inspector II	\$142
Engineering Technician I.....	\$90	Certified Construction Inspector I	\$110
IT System Specialist.....	\$233	Transportation Planner IV	\$184
Project Liaison.....	\$184	Transportation Planner III	\$140
Senior Trans Planner II.....	\$241	Transportation Planner II	\$120
Graphic Designer	\$152	Transportation Planner I	\$94
Senior Landscape Architect I.....	\$242	Senior Appraiser	\$220
Landscape Architect.....	\$140	Right of Way Services Specialist	\$178
Professional Surveyor IV	\$212	Realty Specialist.....	\$131
Survey Party Chief III.....	\$146	Real Estate Buyer.....	\$89
Survey Party Chief II	\$121	Manager Administrative Services.....	\$144
Survey Party Chief I.....	\$107	Administrative Assistant.....	\$107
Survey Technician	\$87	Student Intern	\$76

TRAVEL TIME for survey crews will be charged both directions from door-to-door.

OVERTIME work will be performed only at the direction of the client. All work on survey crews, drafting or clerical over eight hours per day or work performed on weekends or holidays is considered overtime and will be billed at 1.25 times above quoted rates.

CONSTRUCTION LAYOUT: Contractors shall verify construction layout stakes and notify the surveyor of any discrepancies prior to construction.
DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at the allowable federal mileage reimbursement rate at the time the mileage was incurred. Direct expenses include but are not limited to: mileage, filing fees, testing, express mail costs, etc. provided that they are reasonable and necessary for the accomplishment of the work.

These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.

E-Verify Affidavit

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

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

(Contractor): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important – Notary Signature Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

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

My commission expires: _____

(Signed): _____

Residing in _____

County, State of _____

RESOLUTION NO. R052824D

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING PROFESSIONAL SERVICES AGREEMENT
(LOCHMUELLER GROUP)**

WHEREAS, Lochmueller Group is an engineering firm that provides design services for road projects;

WHEREAS, the City seeks to engage Lochmueller Group (“Consultant”) to provide design engineering services for the Fishers Comprehensive Safety Action Plan (“Project”);

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

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

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

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

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

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 28th day of May, 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



Board Action Form

MEETING DATE	May 28, 2024			
TITLE	Request to award professional services contract to develop a Comprehensive Safety Action Plan.			
SUBMITTED BY	Name & Title: Bradley Pease, Assistant Director Department: Engineering			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R052824D	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☒ Assistant/Deputy Department Head	☐ Controller's Office
	☐ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	The Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over 5 years, 2022-2026. On Dec. 13, 2023, the U.S. Department of Transportation announced 385 SS4A grant awards totaling \$813 million to local communities, including a planning and development grant award of \$200,000 to the City of Fishers. Proposals for services were publicly solicited and scored by the Engineering staff. The highest scored consultant is reflected in the attached contract and scope of services.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$250,000
	Expenditure \$:	\$199,800 (this contract); \$50,000 (City staff time)
	Source of Funds:	SS4A Grant
	Additional Appropriation #:	No additional appropriation required.
	Narrative:	Fishers is required to provide a match of 20% or \$50,000 to qualify for the grant. This contribution can and will come from Fishers staff time spent in development of the safety action plan.
OPTIONS (Include Deny Approval Option)	1.	Approve this request
	2.	Deny this request
	3.	
	4.	
PROJECT TIMELINE	Notice to proceed will be provided upon adoption. Plan completion is targeted for Spring 2025.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends awarding the contract as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A, contract and scope of services	

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: September 27, 2022
- b. Owner: City of Fishers, Hamilton County, Indiana
- c. Engineer: American Structurepoint, Inc.
- d. Project: Rosanna Village Low Pressure Sewer

2. Nature of Amendment

X Modifications to Payment to Engineer

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date of the latest required signature below.

OWNER:

ENGINEER:

DocuSigned by:

Catherine Pallotta

58FA842982DC477...

By:

By: Catherine Pallotta

Title:

Title: Vice President, Utility Infrastructure

Date Signed:

Date Signed: 4/12/2024

This is **Attachment 1**, consisting of one (1) page, to Amendment No. 2.

Modifications

1. Engineer shall perform the following Additional Services:

Paragraph 3.q is modified as follows:

- q. Prepare ~~nine (9)~~ **10** easement exhibits and descriptions.
2. Owner shall pay Engineer the following additional or modified compensation:

Attachment E, Paragraph 1 is modified as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultants' charges, if any, not to exceed ~~\$219,040~~ **\$236,690** based on the following distribution of compensation.

Description	Amount
Geotechnical Investigation	\$11,490
Survey	\$53,550 \$54,200
Roadway Assessment	\$6,800
Preliminary Design	\$31,800
Final Design	\$24,900
Bidding	\$3,400
Construction Administration	\$11,100 \$18,100
TOTAL	\$143,040 \$150,690
Construction Inspection	\$76,000 \$86,000

RESOLUTION NO. R052824E

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN STRUCTUREPOINT FOR ROSEANNA VILLAGE ENGINEERING SERVICES

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) has been awarded grant funds to construct a wastewater project for a low-pressure sanitary sewer system to serve thirty-six (36) homes within the Rosanna Village neighborhood, to include all project components necessary to connect the homes to the sewer (“Project”);

WHEREAS, on or around September 27, 2022, as Resolution No. 092722C, the Fishers Board of Public Works & Safety (“Board”) approved an agreement between American Structurepoint, Inc. (“Engineer”) and City for Engineer to perform design engineering services for the Project; and

WHEREAS, the parties now desire to enter into a First Amendment to Professional Services Agreement for Engineer’s preparation of nine (9) easement exhibits and descriptions (“First Amendment”), which is attached hereto and incorporated herein as Exhibit A in the amount of \$5,850.00.

WHEREAS, the parties now desire to enter into a Second Amendment to Professional Services Agreement for Engineer’s preparation of one (1) additional easement exhibit and description (“Second Amendment”), which is attached hereto and incorporated herein as Exhibit A in the amount of \$17,650.00

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 First Amendment attached as Exhibit A.

Section 2. The Board hereby authorizes the Mayor to execute the First Amendment 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 28th Day of May, 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	May 28, 2024			
TITLE	Request to approve Second Amendment between Fishers and American Structurepoint for Rosanna Village Low Pressure Sewer System			
SUBMITTED BY	Name & Title: Hatem Mekky, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R052824E	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	This amendment is for preparation of one (1) additional easement legal description for the project. It also covers additional construction administration and inspection time required due to extension of the construction schedule. The schedule extension has been caused by several issues including weather delays and utilities not being marked. This is an increase to the contract.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	\$17,650
	Source of Funds:	Indiana Finance Authority
	Additional Appropriation #:	N/A
	Narrative:	This still remains within the available project budget from IFA and does not require additional appropriation.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve Agreement
	2.	Deny approval of the agreement
	3.	Take no action
	4.	
PROJECT TIMELINE	Substantial completion is anticipated by end of June.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this amendment.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A – American Structurepoint Second Amendment	

Chicken N Pickle Request for a Variance of the Finished Floor Elevation - Sanitary

We would like to request a variance from the finished floor requirement in relation to the closest sanitary manhole as outlined in the City of Fishers Construction Specifications Section 3.F.1. The code requests the lowest floor elevation where plumbing fixture or floor drain is installed must be a minimum of one foot above the top of either the lowest downstream or upstream manhole casting nearest to the lateral connection. This is not feasible due to the site grading and existing infrastructure within the development.

The primary need for this variance in the finished floor elevation in relation to the sanitary manholes is that the nearest manholes rim elevations are along the opposite side of Lisbon Lane. The Chicken N Pickle restaurant has entry points near the sidewalks along Lisbon and Maynard, causing the finished floor elevation to be tied to the existing street infrastructure. Due to these two reasons it's not possible to raise the finished floor elevation higher or lower the sanitary manholes. There are no issues with the depth for gravity flow of the sanitary service and main, as the main is approximately 23' deep.

The design team has vetted out solutions to meet the intent of this ordinance. A request for the variance was deemed the necessary course of action for Chicken N Pickle to complete the project.

RESOLUTION NO. R052824G

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

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

WHEREAS, Chicken N Pickle is constructing a new building in the Crossing at Fishers District development (Fishers Event Center).; and

WHEREAS, Chicken N Pickle will not meet the sanitary sewer standard for a building to be at least (1) foot higher than the nearest manhole. They have submitted a request for this variance which is included as Exhibit A.; and

WHEREAS, The sewer variance waiver itself is included as Exhibit B. The waiver requires the property owner to acknowledge they do not meet this standard and indemnifies Fishers if there is ever a sewer backup into the building; and

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

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

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

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 28th day of May 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	May 28, 2024			
TITLE	Request to approve a Sewer Variance for Chicken N Pickle			
SUBMITTED BY	Name & Title: Hatem Mekky, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R052824G	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

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



PERMANENT ENCROACHMENT AGREEMENT
Document Cross Reference Number 2017-61219

This Permanent Encroachment Agreement ("Agreement") entered into on the dates set out herein, between the City of Fishers, Indiana, by and through the Board of Public Works and Safety, (hereinafter referred to as the "City") and KRG Fishers Station LLC (hereinafter referred to as "Owners" or the "Owner") for an encroachment, described herein at 7450 Fishers Station Drive, Fishers Indiana, Parcel No. 15-10-35-00-00-025.001, more particularly described as:

Lot 1, Replat of Lot 1 Fishers Station, Part of the Southeast Quarter of Section 35,
Township 18 North, Range 4 East, 2nd Principal Meridian, Delaware Township,
Hamilton County, Indiana

in the office of the Hamilton County Recorder, Hamilton County, Indiana (the "Property"). The City owns or has jurisdiction over all roads (the "Right-of-Way") located on the Property and agrees to allow the Owner to encroach into the Right-of-Way with its existing monument sign, as shown on the exhibit attached hereto as Exhibit A and incorporated herein (the "Encroachment"). In consideration of the City's agreement to allow the Encroachment, Owner(s) agree to the following:

1. The Owner understands that the City permits the Owner to encroach within the Right-of-Way solely for the purpose of the monument. This Agreement does not constitute an approval for the construction or placement of any other improvement or structure within the Right-of-Way other than the Encroachment.
2. Owner may not expand the Encroachment into the Right-of-Way without obtaining an Encroachment Agreement and applying for all applicable permits.
3. Owner understands and agrees that City retains all interest in the Right-of-Way and reserves the right to utilize the Right-of-Way for the purposes for which the Right-of-Way was granted to the City.
4. Owner shall maintain the Encroachment at their sole expense.
5. Owner understands and agrees that the City has no duty to relocate the Encroachment and may remove the Encroachment, if necessary, without notice, for future public improvements or maintenance of the Right-of-Way and shall have no

liability for direct or consequential damages resulting from the removal of the Encroachment.

6. The Owner understands and agrees that the City shall not be responsible for repairing or replacing the Encroachment if the Encroachment is damaged during work performed by the City within the Right-of-Way and that the City shall have no liability for any direct or consequential damages arising out of the Owner's use, or lack of use of the Encroachment.
7. The Owners shall have no cause of action against the City and shall indemnify and hold the City harmless for any claims or damages arising out of the operation, use, and maintenance of the Encroachment. The Owners shall have no recourse through the City to recover damages to the Encroachment made by a third party performing either permitted or unpermitted work within the Right-of-Way. It shall be the Owner's exclusive duty and obligation operate, use and maintain the Encroachment.
8. The Owner shall have no course of action to recover damages against any entity entitled or permitted to work in the Right-of-Way who damages the Encroachment. The Owner shall indemnify and hold harmless the City for any legal actions brought against the City as a direct or indirect result of allowing the Encroachment within the Right-of-Way. The Owner shall reimburse the City for all legal costs incurred in the enforcement of this Agreement and/or in defending the City against any legal actions brought against the City which are a direct or indirect result of the City allowing the Encroachment to be located within the Right-of-Way.

The reciprocal rights and duties under this Agreement shall be binding, on the Owners, their agents, heirs, assigns, and successors in interest of the real property and shall run with the land. The duties and rights accrued of the City under this Agreement shall be binding to the City, their agents, assigns, contractors, successors, and any successor municipal corporation exercising control over the Right-of-Way.

The parties agree that this Agreement shall be recorded in the offices of the Hamilton County Recorder, Hamilton County, Indiana.

All notices under this Agreement shall be mailed to the following addresses:

City of Fishers
Attn: Director of Engineering
1 Municipal Drive
Fishers IN 46038

KRG Fishers Station, LLC
30 Soth Meridian Street, Suite 1100
Indianapolis, IN 46204

"OWNER"

KRG Fishers Station, LLC

GAB RMS

By: [Signature]

Printed: Mark S. Jenkins

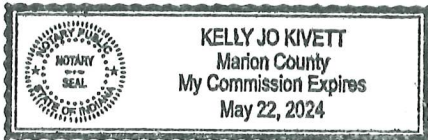
Its: Sr. Vice President, Development

STATE OF INDIANA)

SS:

COUNTY OF HAMILTON)

SUBSCRIBED AND SWORN to me, a Notary Public in and for said County and State,
this 21st day of May, 2024.



[Signature]
Notary Public
Kelly Jo Kivett
(Printed)

My Commission Expires: May 22, 2024

My County of Residence: Marion

“CITY”

CITY OF FISHERS, INDIANA

Scott Fadness, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

WITNESS my hand and Notarial Seal this ____ day of _____, 2024.

Notary Public

(Printed Signature)

My Commission Expires: _____

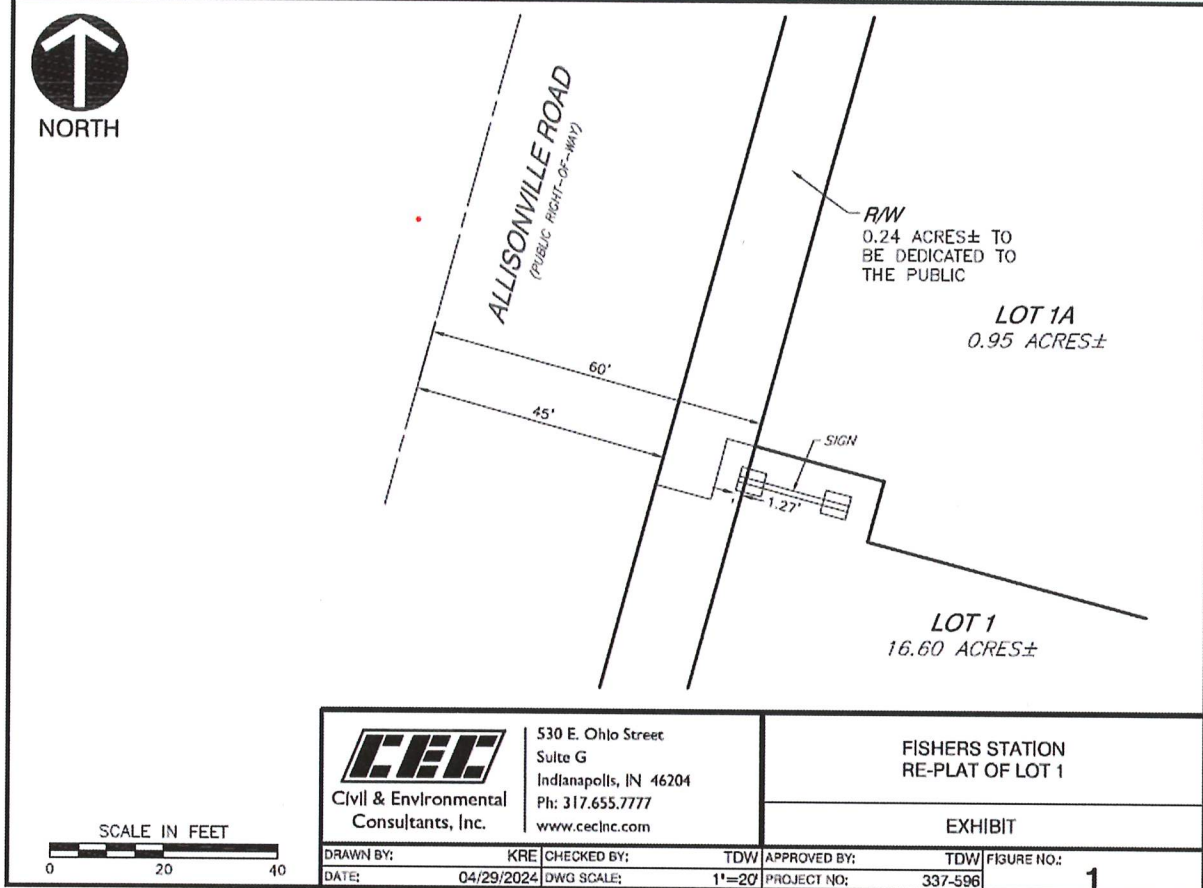
My County of Residence: _____

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. Lindsey M. Bennett

Exhibit A

P:\330-000\337-596-Survey\Draw\337596-SVD2-REPLAT.dwg[LAYOUT1] LS:(4/28/2024 - keinnagor) - LP: 4/28/2024 10:44 PM



 Civil & Environmental Consultants, Inc.		530 E. Ohio Street Suite G Indianapolis, IN 46204 Ph: 317.655.7777 www.cecinc.com		FISHERS STATION RE-PLAT OF LOT 1	
				EXHIBIT	
DRAWN BY:	KRE	CHECKED BY:	TDW	APPROVED BY:	TDW
DATE:	04/29/2024	DWG SCALE:	1"=20'	PROJECT NO:	337-596
					FIGURE NO.: 1

RESOLUTION NO. R052824H

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS AND SAFETY
APPROVING ENCROACHMENT AGREEMENT WITH KRG FISHERS STATION, LLC**

WHEREAS, KRG Fishers Station LLC, (“Owner”) has requested, and the City of Fishers, Hamilton County, Indiana (“City”) has agreed, to allow Owner to allow Owner to maintain a portion of its parking lot and monument within City right-of-way all pursuant to a certain Encroachment Agreement (“Agreement”), which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, KRG Fishers Station LLC is re-platting Lot 1 in the Fishers Station development located on the northeast corner of 116th Street and Allisonville Road to expand the lot size for the proposed Kroger fueling station, to be located at 11673 Allisonville Road;

WHEREAS, As part of the platting process, they are dedicating right-of-way per the Thoroughfare Plan. The dedication of the 60 feet half right-of-way on Allisonville Road will result in approximately 2 feet of an existing sign encroachment into the right-of-way.; and

WHEREAS, the City now desires to approve the Agreement and allow Owner to maintain their sign in its current location, pursuant to the terms of the Agreement.

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

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

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

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

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 28th day of May 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

This instrument prepared by: Lindsey M. Bennett, Corporation Counsel, City of Fishers, Hamilton County, Indiana, 1
Municipal Drive, Fishers, Indiana, 46038



Board Action Form

MEETING DATE	May 28, 2024			
TITLE	Request to approve an Encroachment Agreement for Fishers Station.			
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)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R052824H	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☒ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	KRG Fishers Station LLC is re-platting Lot 1 in the Fishers Station development located on the northeast corner of 116th Street and Allisonville Road to expand the lot size for the proposed Kroger fueling station, to be located at 11673 Allisonville Road. As part of the platting process, they are dedicating right-of-way per the Thoroughfare Plan. The dedication of the 60 feet half right-of-way on Allisonville Road will result in approximately 2 feet of an existing sign encroachment into the right-of-way. Review of the plat is being done through the Technical Advisory Committee (TAC) process.	
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 <i>Deny Approval</i> Option)	1.	Accept the agreement by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Construction of the Kroger fuel station is anticipated to begin after approval of the Improvement Location Permit and recording of the Secondary Re-Plat.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends acceptance of the agreement as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A (Agreement) 3. Exhibit B (Aerial Exhibit)	



Dear Health Care Professional:

1000 Corporate Center Dr., Ste. 400
Franklin, TN 37067
1.800.882.4462

Thank you for your interest in joining the Cigna network. We invite you to apply for participation through our secure, online eSignature process*. Please review and complete the following documents electronically within 30 days by clicking on the link in the email:

- The Cigna Agreement
- CAQH Attestation Form
- W-9 Tax Identification Number Ownership Form

To prevent any delays in your participation, you are required to complete all fields of all documents, and to electronically sign the Cigna Agreement prior to returning the documents to Cigna. This will help expedite your application, contract, and participation in the network. If you have questions while completing this process, or if you experience any issues regarding the nature or content of these documents, please call us at 1.800.88Cigna (882.4462).

As part of applying for participation in the Cigna network, you must also verify or complete your credentialing application through the Council for Affordable Quality Healthcare (CAQH). Please review the Credentialing Process section of this letter for instructions.

As soon as we receive all required documentation, and the credentialing process is completed, a fully executed copy of your contract, noting the effective date of your participation, will be emailed to you for your records.

Credentialing Process

As part of the Cigna Quality Management Program, we credential all health care professionals applying for participation in the Cigna network. Through the Council for Affordable Quality Healthcare (CAQH), Cigna offers practitioners a Web-based tool that simplifies the credentialing process. The CAQH's online Universal Provider Database is a secure online credentialing application database that eliminates the need for physicians, other health care professionals, and their office staff to complete and submit multiple paper applications.

If you have already completed the CAQH application online, please access the CAQH web site at <https://proview.caqh.org/pr> and complete the following two steps:

1. Verify that all your information on the CAQH application is current and correct, and make any necessary corrections. Verification is an important step in this process as Cigna uses the CAQH data "as is." Therefore, any incorrect information may affect your listing in a provider directory and/or cause claim processing delays or errors.
2. Select the button that authorizes Cigna to access your information.

If you have not yet completed the CAQH application, visit the CAQH Web site at <https://proview.caqh.org/pr> where you can view an online demonstration of the application process and complete an application, or contact the CAQH Help Desk at 1.888.599.1771. If you do not have a CAQH ID number, please call Cigna Customer Service at 1.800.88Cigna (882.4462) to obtain an ID number.

"Cigna" is a registered service mark and the "Tree of Life" logo is a service mark of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna Behavioral Health, Inc., and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.

THN-2012-626

Page 2

If the CAQH process is not completed and/or Cigna cannot access your credentialing information, even if we have received a signed Agreement through our eSignature process, your application for participation in the Cigna network cannot be completed. Please note, you have the right to review and correct erroneous information submitted in support of your credentialing application.

It is important to remember that until you are notified, via a fully executed copy of your contract, noting the effective date of your participation, you are not yet in the Cigna network.

If you have any questions, please call 1.800.88Cigna (882.4462) or access our website at **[Cigna.com/health-careprofessionals](https://cigna.com/health-careprofessionals)**.

Cigna is committed to working collaboratively with health care professionals to support the delivery of quality health care to individuals with Cigna coverage. We look forward to your participation with Cigna.

Sincerely,

Cigna Provider Services

In Process

* Cigna has partnered with DocuSign to offer secure online contracting capabilities.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) City of Fishers	
	Business name/disregarded entity name, if different from above City of Fishers Health Department	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☒ Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) One Municipal Drive	Requester's name and address (optional)
	City, state, and ZIP code Fishers, IN 46038	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
3	5	1	3	6	1	3	9	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. See *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PROVIDER GROUP SERVICES AGREEMENT

This Provider Group Services Agreement ("Agreement") is between Cigna HealthCare of Indiana, Inc. ("Cigna") and _____ ("Group") and is effective _____ (the "Effective Date"). By entering into this Agreement, Group and its Represented Providers agree to provide Covered Services to Participants under the terms of this Agreement and the Administrative Guidelines. Definitions of terms for this Agreement are in Exhibit A.

SECTION 1. DUTIES OF GROUP AND ITS REPRESENTED PROVIDERS

1.1 Standards.

Represented Providers shall provide Covered Services with the same standard of care, skill and diligence customarily used by similar providers in the community, the requirements of applicable law, and the standards of applicable accreditation organizations. All services provided by Represented Providers within the scope of their practice or license must be provided on a participating basis. Regardless of physical location, all aspects of the Represented Provider's practice are participating under the terms of this Agreement unless Covered Services are provided under the terms of another applicable Cigna participation agreement. Represented Providers shall provide Covered Services to all Participants in the same manner, under the same standards, and with the same time availability as offered to other patients. Represented Providers shall not differentiate or discriminate in the treatment of any Participant because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, health status, veteran's status, handicap or source of payment.

1.2 Accessibility.

Represented Providers shall provide or arrange for the provision of necessary Covered Services to Participants 24 hours per day, 7 days per week. A Represented Provider may only close his/her patient panel in accordance with the Administrative Guidelines.

1.3 Hospital Admissions.

Group shall designate one or more hospitals that are Participating Providers where its Represented Providers will admit Participants under their care unless otherwise approved by Cigna or its designee. Represented Providers will admit Participants only to hospitals that are Participating Providers except in the case of an emergency or as otherwise required by law.

1.4 Insurance.

Group and its Represented Providers shall maintain general and professional liability coverage in a form and amount acceptable to Cigna, give Cigna evidence of such coverage upon request and provide Cigna with immediate written notice of a material modification or termination of such insurance.

1.5 Represented Provider.

Group represents and warrants that it employs and is authorized to act on behalf of its Represented Providers. Group's Represented Providers shall comply with the terms

and conditions of this Agreement to the extent applicable and shall look solely to Group for compensation for Covered Services.

1.6 Changes to Represented Providers.

Group will provide Cigna with 30 days advance written notice of the addition of new providers to Group and 90 days advance written notice if a Represented Provider will cease to provide Covered Services to Participants under this Agreement.

Notwithstanding the foregoing, in the event that the Represented Provider's participation under this Agreement is terminated for cause and Group cannot provide such 90 days advance notice, Group shall notify Cigna in writing of such termination as soon as possible but no later than 5 days after learning of such termination.

1.7 Administrative Guidelines.

Group and its Represented Providers shall comply with the Administrative Guidelines. Some or all Administrative Guidelines may be communicated in the form of a provider reference manual, in other written materials distributed by Cigna to Group and/or at a website identified by Cigna. Administrative Guidelines may change from time to time. Cigna will give Group advance notice of material changes to Administrative Guidelines.

1.8 Quality Management.

Group and its Represented Providers shall comply with the requirements of and participate in Quality Management as specified in the Administrative Guidelines. Represented Providers shall be credentialed and recertified in accordance with the procedures set forth in Exhibit B.

1.9 Utilization Management.

Group and its Represented Providers shall comply with the requirements of and participate in Utilization Management as specified in this Agreement and the Administrative Guidelines. Payment may be denied for failure to comply with such Utilization Management requirements, and Group and its Represented Providers shall not bill the Participant for any such denied payment. Cigna's Utilization Management requirements include, but are not limited to, the following: a) precertification must be secured from Cigna or its designee for those services and procedures for which it is required as specified in the Administrative Guidelines; b) Where precertification is not required for a hospital admission, including but not limited to emergency admissions, Cigna or its designee must be notified within 24 hours after the admission; c) Group or its Represented Providers must provide Cigna or Cigna's designee with all of the information requested by Cigna or its designee to make its Utilization Management determinations within the timelines specified by Cigna or its designee in such request; and d) Represented Providers must refer Participants to, or arrange for provision of Covered Services by, Participating Providers except in the case of an emergency or as otherwise required by law. If Group or Represented Providers inappropriately refer a Participant to a non-Participating Provider in a non-emergency situation without the Participant's express written consent, and thereby cause the Participant to become responsible, for the charges of the non-Participating Provider, or to incur more charges than if such care had been received from a Participating Provider, Cigna or a

Cigna Affiliate may, in its sole discretion, satisfy the obligation to the non-Participating Provider for such services. If this occurs, Cigna or a Cigna Affiliate may offset the amount paid to such non-Participating Provider for such services against future compensation payable to Group or Represented Providers.

1.10 Records.

Group and its Represented Providers shall maintain medical records and documents relating to Participants as may be required by applicable law and for the period of time required by law. Medical records of Participants and any other records containing individually identifiable information relating to Participants will be regarded as confidential, and Group, Represented Providers and Cigna shall comply with applicable federal and state law regarding such records. Group or its Represented Providers will obtain Participants' consent to or authorization for the disclosure of private and medical record information for any disclosures required under this Agreement if required by law. Upon request, Group or its Represented Providers will provide Cigna with a copy of Participants' medical records and other records maintained by Group or its Represented Providers relating to Participants. These records shall be provided to Cigna at no charge and within the timeframes requested by Cigna and will also be made available during normal business hours for inspection by Cigna, Cigna's designee, accreditation organizations, or to any governmental agency that requires access to these records. This provision survives the termination of this Agreement.

1.11 Cooperation with Cigna and Cigna Affiliates.

Group and its Represented Providers shall cooperate with Cigna in the implementation of Cigna's Participant appeal procedure. Group and its Represented Providers shall also cooperate with Cigna and Cigna Affiliates in implementing those policies and programs as may be reasonably requested by Cigna or a Cigna Affiliate for purposes of Cigna's or the Cigna Affiliate's business operations or required by Cigna or a Cigna Affiliate to comply with applicable law or accreditation requirements.

SECTION 2. DUTIES OF CIGNA

2.1 Payors, Benefit Plan Types, Notice of Changes to Benefit Plan Types.

Cigna may allow Payors to access Group's and its Represented Providers' services under this Agreement for the following Benefit Plan types: a) Benefit Plans where Participants are offered a network of Participating Providers and are required or given the option to select a Primary Care Physician; b) Benefit Plans where Participants are offered a network of Participating Providers and are not required or given the option to select a Primary Care Physician; and c) Benefit Plans where Participants are not offered a network of Participating Providers from which they may receive Covered Services. Benefit Plans may include workers' compensation plans. Cigna will provide Group with advance notice if Cigna changes this list of Benefit Plan types for which Payors may access Group's Represented Providers' services under this Agreement.

2.2 Benefit Information.

Cigna will provide Group with access to benefit information concerning the type, scope and duration of benefits to which a Participant is entitled as specified in the Administrative Guidelines.

2.3 Participant and Participating Provider Identification.

Cigna will establish a system of Participant identification and will identify Participating Providers to those Payors and Participants who are offered a network of Participating Providers. However, Cigna makes no representations or guarantees concerning the number of Participants that will be referred to Group and its Represented Providers as a result of this Agreement and reserves the right to direct Participants to selected Participating Providers and/or influence a Participant's choice of Participating Provider.

SECTION 3. COMPENSATION

3.1 Payments.

Payments for Covered Services will be the lesser of the billed charge or the applicable fee under Exhibit C, subject to the Administrative Guidelines and minus any applicable Copayments, Coinsurance and Deductibles. The rates in this Agreement will be payment in full for all services furnished to Participants under this Agreement. Group and its Represented Providers shall look solely to Payor for payment for Covered Services except for Copayments, Coinsurance and Deductibles. Group and its Represented Providers shall submit claims for Covered Services at the location identified by Cigna and in the manner and format specified in this Agreement and the Administrative Guidelines. Claims for Covered Services must be submitted within 90 days of the date of service or, if Payor is the secondary payor, within 90 days of the date of the explanation of payment from the primary payor. Claims received after this 90 day period may be denied except as provided in the Administrative Guidelines, and Group and its Represented Providers shall not bill Cigna, the Payor or the Participant for those denied services. Amounts due and owing under this Agreement with respect to complete claims for Covered Services will be payable within the timeframes required by applicable law. Reimbursement for Covered Services rendered hereunder shall be distributed to the Group, and Group shall be responsible for compensating Represented Providers for services rendered under this Agreement.

3.2 Underpayments.

If Group or a Represented Provider believes a Covered Service has been underpaid, Group or Represented Provider must submit a written request for an appeal or adjustment with Cigna or its designee within 180 days from the date of Payor's payment or explanation of payment. The request must be submitted in accordance with the dispute resolution process set out in the Administrative Guidelines. Requests for appeals or adjustments submitted after this date may be denied for payment, and Group and its Represented Providers will not be permitted to bill Cigna, the Payor or the Participant for those services.

3.3 Copayments, Coinsurance and Deductibles.

Group and its Represented Providers may charge Participants applicable Copayments, Coinsurance and Deductibles in accordance with the process set out in the Administrative Guidelines.

3.4 Limitations on Billing Participants.

Group and its Represented Providers agree that in no event, including but not limited to nonpayment by Payor, Payor's insolvency or breach of this Agreement, shall Group and its Represented Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Participants or persons other than the applicable Payor for Covered Services or for any amounts denied or not paid under this Agreement due to Group's or a Represented Provider's failure to comply with the requirements of Cigna's or its designee's Utilization Management Program or other Administrative Guidelines, or failure to file a timely claim or appeal. This provision does not prohibit collection of any applicable Copayments, Coinsurance and Deductibles. This provision survives termination of this Agreement, is intended to be for the benefit of Participants, and supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Group or its Represented Providers and a Participant or persons acting on the Participant's behalf. Modifications to this section will become effective no earlier than the date permitted by applicable law.

3.5 Billing Patients Who Cease To Be Participants.

Group and its Represented Providers may bill a patient directly for any services provided following the date that patient ceases to be a Participant, and Payor has no obligation to pay for services for such patients.

3.6 Participant Incentives Prohibited.

Group or Represented Providers shall not directly or indirectly establish, arrange, encourage, participate in or offer any Participant incentive.

(A) Participant Incentive means any arrangement by Group or Represented Providers:

- (1) to reduce or satisfy a Participant's cost-sharing obligations (including, but not limited to Copayments, Deductible and/or Coinsurance);
- (2) to pay on behalf of or reimburse a Participant for any portion of the Participant's costs for coverage under a policy or plan insured or administered by Cigna or a Cigna Affiliate;
- (3) that provides a Participant with any form of material, financial incentive (other than the reimbursement terms under this Agreement), to receive Covered Services from Group, Represented Providers or its affiliates.

(B) In the event of non-compliance with this provision:

- (1) Cigna may terminate this Agreement, such non-compliance being a "material breach" of this Agreement;
- (2) Group and Represented Providers shall not be entitled to reimbursement under this Agreement with respect to Covered Services provided to a Participant in connection with a Participant Incentive, and;
- (3) Cigna may take such other action appropriate to enforce this provision.

3.7 Non-Medically Necessary Services.

Group and its Represented Providers shall not charge a Participant for a service that is not Medically Necessary unless, in advance of providing the service, Group or its Represented Provider has notified the Participant that the particular service will not be covered and the Participant acknowledges in writing that he or she will be responsible for payment for such service.

3.8 Reimbursement of Amounts Collected In Error.

If Group or a Represented Provider collects payment from a Participant when not permitted to collect under either this Agreement or the Administrative Guidelines, Group or the Represented Provider must repay the amount within 2 weeks of a request from Cigna or the Participant or of the date Group or the Represented Provider has knowledge of the error. If Group or Represented Provider fails to make the repayments, then Cigna may (but is not obligated to) reimburse the Participant the amount inappropriately paid and then withhold this amount from future payments.

3.9 Overpayments.

Group or Represented Provider shall refund to Cigna any excess payment made by a Payor to Group or Represented Provider if Group or Represented Provider is for any reason overpaid for health care services or supplies. Cigna may, at its option, deduct the excess payment from other amounts payable, and Group will be notified of any such deduction as specified in the Administrative Guidelines.

3.10 Audits.

Upon reasonable notice and during regular business hours, Cigna or its designee will have the right to review and make copies of all records maintained by Group or its Represented Providers with respect to all payments received by Group or its Represented Providers from all sources for Covered Services provided to Participants. Cigna or its designee will have the right to conduct audits of such records and may audit its own records to determine if amounts have been properly paid under this Agreement. Any amounts determined to be due and owing as a result of such audits must be promptly paid or, at the option of the party to whom such amounts are owed, offset against amounts due and owing by such party hereunder. This provision survives the termination of this Agreement.

3.11 Coordination of Benefits.

Certain claims for Covered Services are claims for which another payor may be primarily responsible under coordination of benefit (COB) rules. Group and its Represented Providers may pursue those claims in accordance with the process set out in the Administrative Guidelines.

Cigna's payment as secondary payor (non-Medicare). Cigna's payment when added to the amount payable from other sources under the applicable COB rules, will be no greater than the payment for Covered Services under the Cigna provider agreement, and is subject to the terms and conditions of the Participant's health benefit plan and applicable state and federal law. Use of applicable COB provisions may result in a payment from Cigna that, when added to the amount payable from other sources, is

less than 100 percent of the payment for Covered Services under the Cigna provider agreement. Payment may, however, be in a lesser amount as determined by the terms of the participant's benefit plan.

Medicare is the primary payor. When the Cigna plan is the secondary payor to Medicare, Group and its Represented Providers and Cigna are required to follow Medicare billing rules. Payment will be made in accordance with all applicable Medicare requirements, including but not limited to Medicare COB rules. The Medicare COB rules require Cigna's financial responsibility as the secondary payor to be limited to the Participant's financial liability (i.e., the applicable Medicare copayment, coinsurance, and/or deductible) after application of the Medicare-approved amount. The Medicare payment plus the Participant liability (applicable Medicare copayment, coinsurance, and/or deductible) amounts constitute payment in full, and Group and its Represented Providers are prohibited from collecting any monies in excess of this amount.

3.12 Applicability of the Rates.

The rates in this Agreement apply to all services provided to Participants in the Benefit Plan types covered by this Agreement, including services covered under a Participant's in or out-of-network benefits, and whether the Payor or Participant is financially responsible for payment.

3.13 Excluded Services.

This Agreement excludes services that Cigna has elected to obtain under an arrangement between Cigna or a Cigna Affiliate and a national or regional vendor or provider or a capitated provider, except as otherwise agreed by Cigna. Group and its Represented Providers will not be reimbursed and will not bill Participants for any such excluded services. If Cigna notifies Group that it no longer chooses to exclude a particular service from this Agreement, that service will no longer be excluded and those services will be reimbursed as specified in Exhibit C .

3.14 Laboratory Test Procedures.

Laboratory test procedures must be performed in a laboratory owned and operated by Group or the Represented Provider in order to be eligible for reimbursement. Laboratory test procedures not performed in a laboratory owned and operated by Group or the Represented Provider must be referred to a Participating laboratory Provider(s), and Group and its Represented Providers may not bill Participants for such services.

SECTION 4. TERM AND TERMINATION

4.1 Term of This Agreement.

This Agreement begins on the Effective Date and continues from year to year unless terminated as set forth below.

4.2 How This Agreement Or A Represented Provider's Participation Can Be Terminated.

Either Group or Cigna can terminate this Agreement at any time by providing at least 90 days advance written notice. Either Group or Cigna can terminate this Agreement immediately if the other becomes insolvent. Cigna can terminate a Represented Provider's participation upon 60 days advance written notice to Group. Cigna can also terminate a Represented Provider's participation immediately (or upon such longer notice required by applicable law, if any) if such Represented Provider no longer maintains the licenses required to perform his/her duties under this Agreement, the Represented Provider is disciplined by any licensing, regulatory, accreditation organization, or any other professional organization with jurisdiction over the Represented Provider, or if the Represented Provider no longer satisfies Cigna's credentialing requirements. Upon notice of termination of this Agreement or of Group's or a Represented Provider's participation with a particular Benefit Plan type, Cigna will notify affected Participants of the termination to the extent required by law (if any) and applicable accrediting body requirements. The notification will occur prior to the effective date of the termination except if the termination is for cause or if Group does not provide Cigna with sufficient advance notice, in which case, the notice will occur as soon as reasonably possible. Group will cooperate with Cigna and provide Cigna with a listing of Participants affected by the termination within 7 business days of the date of the notice of termination. Upon termination of this Agreement for any reason, the rights of each party terminate, except as provided in this Agreement. Termination will not release Group, Represented Providers or Cigna from obligations under this Agreement prior to the effective date of termination.

4.3 Services Upon Termination.

If this Agreement is terminated without cause, Represented Providers shall continue to provide Covered Services for those Participants suffering from a chronic condition requiring continuity of care for whom an alternative means of receiving necessary care was not arranged at the time of such termination. Represented Providers shall continue to provide Covered Services to such Participants so long as the Participant retains eligibility under a Benefit Plan, until the earlier of completion of such services or the assumption of treatment by another provider. Payment for Covered Services provided to any such Participant after termination of this Agreement shall be in accordance with the terms of the Participant's Benefit Plan. If, after termination of this Agreement, Represented Provider determines that Cigna has not used due diligence to arrange for alternative care, Represented Provider may terminate the provider-patient relationship. Group and its Represented Providers have no obligation under this Agreement to provide services to individuals who cease to be Participants.

SECTION 5. GENERAL PROVISIONS

5.1 Confidentiality.

As a result of this Agreement, Group and Represented Providers may have access to certain of Cigna's confidential and proprietary information. Group and Represented Providers shall hold such information, including the terms of this Agreement, in confidence and will not use or disclose such information to any person without the prior written consent of Cigna except as may be required by law. This provision shall not be construed to prohibit Cigna from disclosing information to Cigna Affiliates or

the agents or subcontractors of Cigna or Cigna Affiliates or from disclosing the terms and conditions of this Agreement, including reimbursement rates, to existing or potential Payors, Participants or other customers of Cigna or Cigna Affiliates or their representatives. This provision does not prohibit communications necessary or appropriate for the delivery of health care services, communications about coverage and coverage appeal rights or any other communications specifically protected under applicable law. This provision survives the termination of this Agreement.

5.2 Independent Parties.

Group and its Represented Providers are independent contractors. Cigna and Group and its Represented Providers do not have an employer-employee, principal-agent, partnership, or similar relationship. Nothing in this Agreement, including Group and its Represented Providers participation in care collaboration, population management, pay for performance, Quality Management, Utilization Management and other similar programs, nor any coverage determination made by Cigna or a Payor, is intended to interfere with or affect a Represented Provider's independent medical judgment in providing health care services to his/her patients. Nothing in the Agreement is intended to create any right for Cigna or any other party to intervene in or influence medical decision-making regarding any Participant.

5.3 Indemnification.

Each party agrees to indemnify, defend and hold harmless the other, its agents and employees from and against any and all liability or expense, including defense costs and legal fees, incurred in connection with third party claims for damages of any nature, including but not limited to bodily injury, death, personal injury, property damage, or other damages arising from the performance of or failure to perform, its obligations under this Agreement, unless it is determined that the liability was the direct consequence of negligence or willful misconduct on the part of the other party, its agents or employees. This provision shall survive the termination of this Agreement.

5.4 Internal Dispute Resolution.

Disputes that might arise between the parties regarding the performance or interpretation of the Agreement must first be resolved through the applicable internal dispute resolution process outlined in the Administrative Guidelines. In the event the dispute is not resolved through that process, either party can request in writing that the parties attempt in good faith to resolve the dispute promptly by negotiation between designated representatives of the parties who have authority to settle the dispute. If the matter is not resolved within 60 days of such a request, either party may initiate arbitration by providing written notice to the other. With respect to a payment or termination dispute (excluding termination with notice), Group or Represented Providers must submit a request for arbitration within 12 months of the date of the letter communicating the final decision under Cigna's internal dispute resolution process unless applicable law specifically requires a longer time period to request arbitration. If arbitration is not requested within that 12 month period, Cigna's final decision under its internal dispute resolution process will be binding on Group and its Represented Providers, and Group and its Represented Provider shall

not bill Cigna, Payor or the Participant for any payment denied because of the failure to timely submit a request for arbitration.

5.5 Arbitration.

If the dispute is not resolved through Cigna's internal dispute resolution process, the controversy shall be resolved through binding arbitration. The arbitration shall be conducted in 60 days in accordance with the Rules of the American Arbitration Association then in effect, and which to the extent of the subject matter of the arbitration, shall be binding not only on all parties to the agreement, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall assume its own costs, but the compensation and expenses of the arbitrator and any administrative fees or costs shall be borne equally by the parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator. The parties intend this alternative dispute resolution procedure to be a private undertaking and agree that an arbitration conducted under this provision shall not be consolidated with an arbitration involving other parties, and that the arbitrator shall be without power to conduct an arbitration on a class basis.

5.6 Material Adverse Change Amendments.

For amendments that are a material adverse change in the terms of this Agreement, Cigna can amend this Agreement by providing 90 days advance written notice except if a shorter notice period is required to comply with changes in applicable law. The change will become effective at the end of the 90 day notice period or, if applicable, the shorter notice period required to comply with changes in applicable law. If Group objects to the material adverse change and notifies Cigna of its intent to terminate within 30 days of the date of the notice of amendment, the termination will be effective at the end of the 90 day notice of the material adverse change or, if applicable, at the end of the shorter notice period required to comply with changes in applicable law, unless Cigna agrees to retract the amendment, in which case the Agreement will remain in force without the proposed amendment.

5.7 All Other Amendments.

For amendments that are not material adverse changes in the terms of this Agreement, Cigna can amend this Agreement by providing 30 days advance written notice to Group. Alternatively, both parties can agree in writing to amend this Agreement.

5.8 Assignment and Delegation.

Neither Cigna, Group or Represented Providers may assign any rights or delegate any obligations under this Agreement without the written consent of the other party; provided, however, that any reference to Cigna includes any successor in interest and Cigna may assign its duties, rights and interests under this Agreement in whole or in part to a Cigna Affiliate or may delegate any and all of its duties to a third party in the ordinary course of business.

5.9 Sale of Business/Change in Management.

If, during the term of this Agreement, Group or Represented Providers desire (i) to sell, transfer or convey its business or any substantial portion of its business assets to another entity or its business is the subject of a sale, transfer or conveyance by another entity, or (ii) Group or Represented Providers enters into a management contract with another entity, Group or Represented Providers shall so advise Cigna in writing at least 120 days prior to the transaction effective date in order to obtain Cigna's written consent as to which Cigna participating provider agreement applies, if any, to services rendered by Group or Represented Providers or the surviving entity, on a post-transaction basis. Failure to provide advance notification and obtain Cigna's written consent will result in Cigna determining which, if any, Cigna participating provider agreement applies to services rendered on a post-transaction basis. Dependent upon when Cigna learns of the transaction, this may result in a retroactive adjustment to reimbursement and an overpayment recovery process.

5.10 Acquisitions and Other Arrangements.

This Agreement shall not, without Cigna's written consent, be applicable to any hospital, physician or physician group or ancillary provider that is acquired (directly or indirectly) by or enters into a management, co-management, professional services, leasing, joint venture or similar agreement or arrangement with Group or Represented Providers or a Group or Represented Provider affiliate. Group or Represented Providers must notify Cigna 120 days in advance of any such acquisition or arrangement.

5.11 Use of Name.

Group and its Represented Providers agree that Cigna and its affiliates may include your likeness and descriptive information about Group and its Represented Providers in literature distributed to existing or potential Participants, Participating Providers and Payors. That information will include, but not be limited to, Group's and its Represented Providers' name, photo, telephone number, address, and specialties. Group and its Represented Providers may identify themselves as a Participating Provider with respect to those Benefit Plan types in which Group and its Represented Providers participate with Cigna. Group's and its Represented Providers' use of Cigna's name or a Cigna Affiliate's name, or any other use of Group's and its Represented Providers' name by Cigna will be upon prior written approval or as the parties may agree.

5.12 Notices.

Notices required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the third day after deposit in the United States mail, postage prepaid, and properly addressed as specified below; or, (ii) on the date of delivery if sent via overnight delivery to the party to whom notice is to be given and properly addressed as specified below; or (iii) on the date of service if served personally on the party to whom notice is to be given. Cigna may also notify Group by sending an electronic notice with automatic receipt verification to Group's e-mail address if listed below. Either party can change the address for notices by giving written notice of the change to the other party in the manner just described.

The proper address for notices under this Agreement is as follows:

If to Cigna:

11595 N Meridian St, Ste 600

Carmel, IN 46032

Attention: VP of Provider Contracting

If to Group:

Group: City of Fishers Health Department

Group Address: 8937 Technology Drive

Attention: Administrator/CEO

Group Email: healthdept@fishers.in.us

5.13 Governing Law/Regulatory Addenda.

Applicable federal law and the law of the jurisdiction where Group is domiciled governs this Agreement. One or more regulatory addenda may be attached to the Agreement setting out provisions that are required by law with respect to Covered Services rendered to certain Participants (i.e. Participants under an insured plan). These provisions are incorporated into this Agreement to the extent required by law and as specified in such Addenda.

5.14 Force Majeure.

In the event that performance by Cigna or Group or Represented Providers of any covenant, duty or obligation imposed under this Agreement becomes impossible or impracticable because of the occurrence of an event of force majeure, including, without limitation, acts of war, insurrection, civil strife and commotion, labor unrest, sentinel event or acts of God, then performance of such covenant, duty or obligation by such party shall be excused during the continuance of such event of force majeure; provided, however, that such performance by such party shall be accomplished as soon as reasonably practicable after such event of force majeure has ceased.

- 5.15 Waiver of Breach/Severability/Entire Agreement/Copy of Original Agreement.
If any party waives a breach of any provision of this Agreement, it will not operate as a waiver of any subsequent breach. If any portion of this Agreement is unenforceable for any reason, it will not affect the enforceability of any remaining portions. This conditions agreed upon and supersedes all other agreements between the parties, either oral or in writing, regarding the subject matter. A copy of this fully executed Agreement is an acceptable substitute for the original fully executed Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives below.

AGREED AND ACCEPTED BY:

Group

City of Fishers Health Department

Group Name

Signature

Monica Heltz

Printed Name

Public Health Director

Title

Date Signed

35-1331390

Federal Tax ID

1033990106

National Provider Identifier

Cigna

Cigna HealthCare of Indiana, Inc.

Signature

RVP Signature Group

Printed Name

Title

Date Signed

All payments for the health care services provided under this Agreement should be made payable to the Group name set out above with the group taxpayer identification number set out above.

EXHIBIT A DEFINITIONS

Administrative Guidelines

means the rules, policies and procedures adopted by Cigna or a Payor to be followed by Group and its Represented Providers in providing services and doing business with Cigna and Payors under this Agreement.

Benefit Plan

means a certificate of coverage, summary plan description or other document or agreement which specifies the health care services to be provided or reimbursed for the benefit of a Participant.

Cigna Affiliate

means any subsidiary or affiliate of The Cigna Group.

Coinsurance

means a payment that is the financial responsibility of the Participant under a Benefit Plan for Covered Services that is calculated as a percentage of the contracted reimbursement rate for such services or, if reimbursement is on a basis other than a fee-for-service amount, as a percentage of a Cigna determined fee schedule or as a Cigna determined percentage of actual charges.

Copayment

means a payment that is the financial responsibility of the Participant under a Benefit Plan for Covered Services that is calculated as a fixed dollar amount.

Covered Services

means those health care services for which a Participant is entitled to receive coverage under the terms and conditions of the Participant's Benefit Plan.

Deductible

means a payment for Covered Services calculated as a fixed dollar amount that is the financial responsibility of the Participant under a Benefit Plan prior to qualifying for reimbursement for subsequent health care costs under the terms of a Benefit Plan.

Medically Necessary/Medical Necessity

means services and supplies that satisfy the Medical Necessity requirements under the applicable Benefit Plan. No service is a Covered Service unless it is Medically Necessary.

Participant

means any individual, or eligible dependent of such individual, whether referred to as "Insured", "Subscriber", "Member", "Participant", "Enrollee", "Dependent", or similar designation, who is eligible and enrolled to receive Covered Services, or who is a continuing care patient as defined by applicable federal law.

Participating Provider

means a hospital, physician or group of physicians, or any other health care practitioner or entity that has a direct or indirect contractual arrangement with Cigna to provide Covered Services with regard to the Benefit Plan covering the Participant.

Payor

means the person or entity obligated to a Participant to provide reimbursement for Covered Services under the Participant's Benefit Plan and which Cigna has agreed may access services under this Agreement. Cigna is the Payor only for Covered Services under an insurance policy or HMO contract issued by a Cigna company.

Quality Management

means the program described in the Administrative Guidelines relating to the quality of Covered Services provided to Participants.

Represented Provider

means a provider: (a) who is employed by Group; (b) who both Group and Cigna have agreed may provide services pursuant to this Agreement; and (c) who Group warrants and represents to have the legal authority to contractually bind to the obligations set forth in this Agreement.

Utilization Management

means a process to review and determine whether certain health care services provided or to be provided are Medically Necessary and in accordance with the Administrative Guidelines.

EXHIBIT B

CREDENTIALING

Cigna will be responsible for credentialing and recredentialing of all Represented Providers unless Group has been approved for delegation, signed Cigna's Standards for Delegation of Credentialing Activities and Group remains compliant to such standards of delegation. Group and its Represented Providers shall cooperate with Cigna's credentialing and recredentialing process and shall furnish all records necessary for such process. Represented Providers shall warrant in their application for participation that the information contained in their application is true and correct. Group shall notify Cigna in writing within 30 days of any material change in the information contained in a Represented Provider's application for participation with Cigna. All Represented Providers must satisfy Cigna's credentialing requirements, and Cigna shall have the right to exclude from Group's Represented Provider panel any provider who or which, in Cigna's judgment, does not meet Cigna's credentialing criteria.

In Process

EXHIBIT C
Cigna
Fee Schedule Reimbursement Terms

I. DEFINITIONS

Cigna Standard Fee Schedule means the standard Cigna fee schedule in effect at the time of service and applicable to this Agreement for certain Covered Services provided to Participants. The Cigna Standard Fee Schedule is subject to change. For workers' compensation Benefit Plans, the Cigna Standard Fee Schedule shall not exceed the state fee schedule.

II. FEE FOR SERVICE REIMBURSEMENT

Covered Services will be reimbursed at the lesser of billed charges or the applicable fee under the Cigna Standard Fee Schedule, less applicable Copayments, Deductibles and Coinsurance.

The reimbursement terms set forth in this Exhibit are applicable to all services rendered as part of your practice or scope of license. Any services provided by an out of network provider or vendor as part of your practice or scope of license are not separately reimbursable.

ADDENDUM TO PROVIDER GROUP AGREEMENT FOR THE STATE OF INDIANA

The provisions set forth in this Addendum are being added to the Agreement to comply with legislative and regulatory requirements of the State of Indiana regarding provider contracts with providers rendering health care services in the State of Indiana. To the extent that such Indiana laws and regulations are applicable and/or not otherwise preempted by federal law, the provisions set forth in this Addendum shall apply and, to the extent of a conflict with a provision in the Agreement, shall control. The provisions set forth in this Addendum do not apply with regard to Covered Services rendered to Participants covered under self-funded plans.

(A)(1) If included in the Agreement, a "Most Favored Nation" provision or any other provision prohibited by Indiana Code Section 27-8-11-9 (Insurers) or Section 27-13-15-4 (Health Maintenance Organizations) is hereby deleted in its entirety.

(2) The definition for Emergency Services, if any, shall comply with Indiana laws and regulations to the extent applicable.

(3)(a) A Payor may not, more than 2 years after the date on which an overpayment on a claim was made to the Group or its Represented Providers by the Payor:

(1) request that the Group or its Represented Providers repay the overpayment;

Or

(2) adjust a subsequent claim filed by the Group or its Represented Providers as a method of obtaining reimbursement of the overpayment from the Group or its Represented Providers.

(b) A Payor may not be required to correct a payment error to a Group or its Represented Providers more than 2 years after the date on which a payment on a claim was made to the Group or its Represented Providers by the Payor.

(c) This section does not apply in cases of fraud by the Group or its Represented Providers, the Participant, or the Payor with respect to the claim on which the overpayment or underpayment was made.

(4) With respect to those providers defined in Indiana Code Section 27-1-37.1-4, Cigna shall give written notice to Group of any amendment to the Agreement not less than 45 days before the proposed effective date of the amendment. Group may terminate the Agreement without penalty by informing Cigna that Group does not accept the amendment. Written notice of termination must be given to Cigna not later than 15 days after Group receives notice of the amendment. Termination of the Agreement is effective 90 days after the date Cigna receives written notice that Group does not accept the amendment or, on an earlier date if the parties mutually agree. This section does not apply to amendments that are required to comply with a state or federal law.

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(5) The Agreement may permit network rental arrangements which allow Cigna to lease, rent, or otherwise grant access to a Participating Provider's health care services to a third party, and the third party accessing the health care contract is:

- (a) a payer or third-party administrator or another entity that administers claims on behalf of the payer;
- (b) a preferred provider organization or preferred provider network, including a physician-hospital organization; or
- (c) an entity engaged in the electronic claims transport between Cigna and the payer.

(B) With respect to Covered Services rendered to Participants covered under an HMO Benefit Plan:

(1) If Group terminates the Agreement, Group shall give Cigna not less than 60 days' prior written notice of the termination. If Group renders 30 percent or more of the services required by Cigna's commercial HMO Participants, Group shall give Cigna not less than 120 days' prior written notice of termination. Notwithstanding the foregoing, to the extent that the Agreement provides for a longer notification period with respect to termination of the Agreement by Group, such longer notification period will apply.

(2)(a) If Group's or a Represented Provider's participation under the Agreement is terminated for reasons other than due to a quality of care issue, Group's Represented Provider shall, upon the request of the Participant, continue to provide Covered Services to the Participant until the earlier of the following: (1) 60 days following such termination; or (2) if the Participant is in the third trimester of pregnancy, throughout the term of the Participant's pregnancy. During the continuation period under this section, Group and Represented Providers: (1) shall continue to accept the terms and conditions of the Agreement, together with the applicable Coinsurance, Copayments or Deductibles, as payment in full; and (2) are prohibited from billing a Participant for any amounts in excess of the Participant's applicable Coinsurance, Copayments or Deductibles.

(b) Group's Represented Providers have no obligation under the Agreement to provide continued services to individuals who cease to be Participants.

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Certificate Of Completion

Envelope Id: DB58930F4608411DBBDFD4D6EF9541B1
Subject: Cigna Contract for CITY OF FISHERS_IN, 351361390, BID 13670719
Source Envelope:
Document Pages: 25
Certificate Pages: 5
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
Martha Bailey
900 Cottage Grove Rd
Bloomfield, CT 06002-2920
Martha.Bailey@evernorth.com
IP Address: 170.48.43.11

Record Tracking

Status: Original 4/30/2024 9:01:12 AM	Holder: Martha Bailey Martha.Bailey@evernorth.com	Location: DocuSign
Status: Original 4/30/2024 9:12:12 AM	Holder: Medical Contract Storage pso@cigna.com	Location: DocuSign

Signer Events Signature Timestamp

Monica Heltz
ERIC.WARD@CUREMD.COM
Credentialing Executive
ACTIVE LIFE HEALTH OF NY PC
Security Level: Email, Account Authentication (None)

Sent: 4/30/2024 9:12:12 AM
Viewed: 4/30/2024 3:43:54 PM

Electronic Record and Signature Disclosure:
Accepted: 4/23/2024 3:53:22 PM
ID: c46a7aa0-c75f-4bc2-a86e-7cd595b61e22

RVP Signature Group

Signing Group: RVP Signature Group
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events Signature Timestamp

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

Martha Bailey
Martha.Bailey@evernorth.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/30/2024 9:12:12 AM
Viewed: 4/30/2024 9:12:12 AM
Signed: 4/30/2024 9:12:12 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Carbon Copy 1 ONB-DocuSign@cigna.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/14/2024 8:34:21 AM ID: d0c7de14-5a78-472b-81ef-7991d5911bdf		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/30/2024 9:12:12 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Cigna Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Cigna Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DocuSignRequests@Cigna.com

To advise Cigna Corporation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequests@Cigna.com and in the body of such request you must state: your previous email address, your new email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Cigna Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DocuSignRequests@Cigna.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Cigna Corporation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DocuSignRequests@Cigna.com and in the body of such request you must state your email, full name, mailing address, and telephone number. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cigna Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cigna Corporation during the course of your relationship with Cigna Corporation.

RESOLUTION NO. R052824I

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING PROVIDER AGREEMENT
(CIGNA HEALTHCARE OF INDIANA INC.)**

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, Cigna HealthCare of Indiana, Inc. is an insurance company that provides health benefit plans for covered participants (“Cigna”);

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

WHEREAS, the City now desires to enter into an Agreement with Cigna (“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 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 28th day of May 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



Board Action Form

MEETING DATE	May 28, 2024			
TITLE	Request to approve Provider Group Services Agreement with Cigna Healthcare of Indiana			
SUBMITTED BY	Name & Title: Laura Gropp, Deputy Director of Finance & Operations Department: Health Department			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R052824I	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	The Health Department is completing the credentialing process to bill and accept health insurance information and payments. This contract is with Cigna HealthCare of Indiana. The 30 day contract posting period required by HFI expires on 5/31/24.	
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)		

SERVICES AGREEMENT

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

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the Consultant to certain service, as specifically included in the Scope of Work attached hereto and incorporated herein as Exhibit A (individually or collectively, the “Services”).

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Consultant. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Consultant which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Consultant.

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 later 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 (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 2023, (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 AND INSURANCE**
- A. **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.
- B. **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.

6. **COMPLIANCE WITH LAWS.** During the Term, Consultant shall fully comply with the Laws while delivering the Services. For purposes of this Section 6, "Laws" shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, as amended. Moreover, Consultant acknowledges and agree that the City must comply with the Laws, including, without limitation, Indiana's Access to Public Records Acts, Ind. Code § 5-14-

3 *et. seq.* and in so complying the City shall disclose the contents of this Agreement and the exhibits attached hereto.

7. GOVERNING LAW.

- A. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana.
- B. If any section, paragraph, term, condition, or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

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

Moreover, Consultant understands and agrees that terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section 8, and pursuant to IND. CODE § 22-5-1.7 *et seq.*, Consultant covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Effective Date, Consultant shall execute the affidavit included as Exhibit 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.

9. 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

Speck Dempsey, LLC

By: _____
Scott Fadness, Mayor

By: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

May 7, 2024

Mayor Scott Fadness
Ms. Megan Baumgartner
Mr. Ross Hilleary
City of Fishers, IN
by email

cc: Chris Dempsey

Dear Mayor and colleagues:

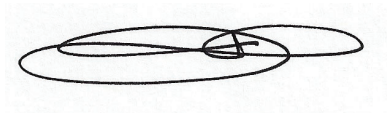
Please find attached a revised Proposal for your consideration regarding a Downtown Master Plan Update and related services for the City of Fishers.

This proposal has been modified significantly after several conversations regarding our earlier scope, which presumed a larger effort and therefore included the participation of two other firms, the Principle Group and Stantec Urban Places. This revision is able to meet your budget by reducing the scope as requested and completing all of the work in-house, which is fully within our capacity given the modified product desired.

We are hopeful that this proposal meets with your approval so that we may quickly go to contract, in order to conduct our on-site planning workshop seven weeks from today, in the final week of June.

Please let us know if any further modifications are necessary or if you would like to discuss this project further. May we propose a contract, or is that something the City needs to originate?

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Jeff Speck', is written over a light blue rectangular background.

Jeff Speck
AFICP FCNU LEED-AP Hon.ASLA

PROPOSAL

Downtown Master Plan Update and Related Services Fishers, Indiana

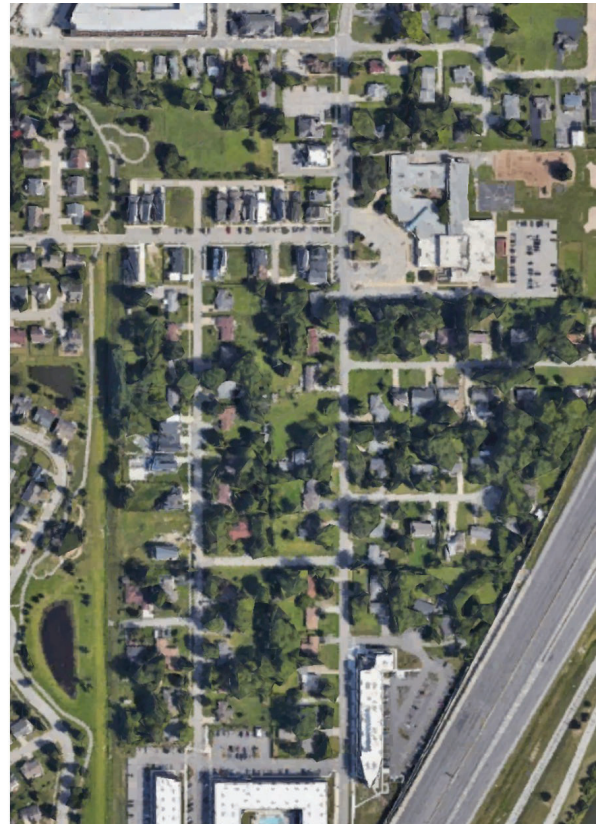
The paragraphs below describe the proposed Study Area, Scope of Work, Product, Fees, Additional Services, and Schedule for this project.

STUDY AREA

The approximate boundaries of the Study Area are shown below. While many of the properties within the boundary will not likely redevelop in the years ahead, the plan will create a proposal for how opportune sites could be improved if given the chance. Properties for which change is not anticipated or desired in the near future, such as recent developments and high-value buildings, will be left in their current configuration.



The northern study area (additional).



The southern study area (main).

We understand that the City's current focus is on the southern study area at right, which will be the principal focus of our effort, due to the development pressures it is under, and the plans currently underway that would benefit from guidance. However, given the tremendous

opportunity that exists to improve the Municipal Ellipse—Fischer’s heart—we would also like to propose (at no additional cost) how its limited undeveloped sites might be reconfigured to optimum effect.

SCOPE OF WORK

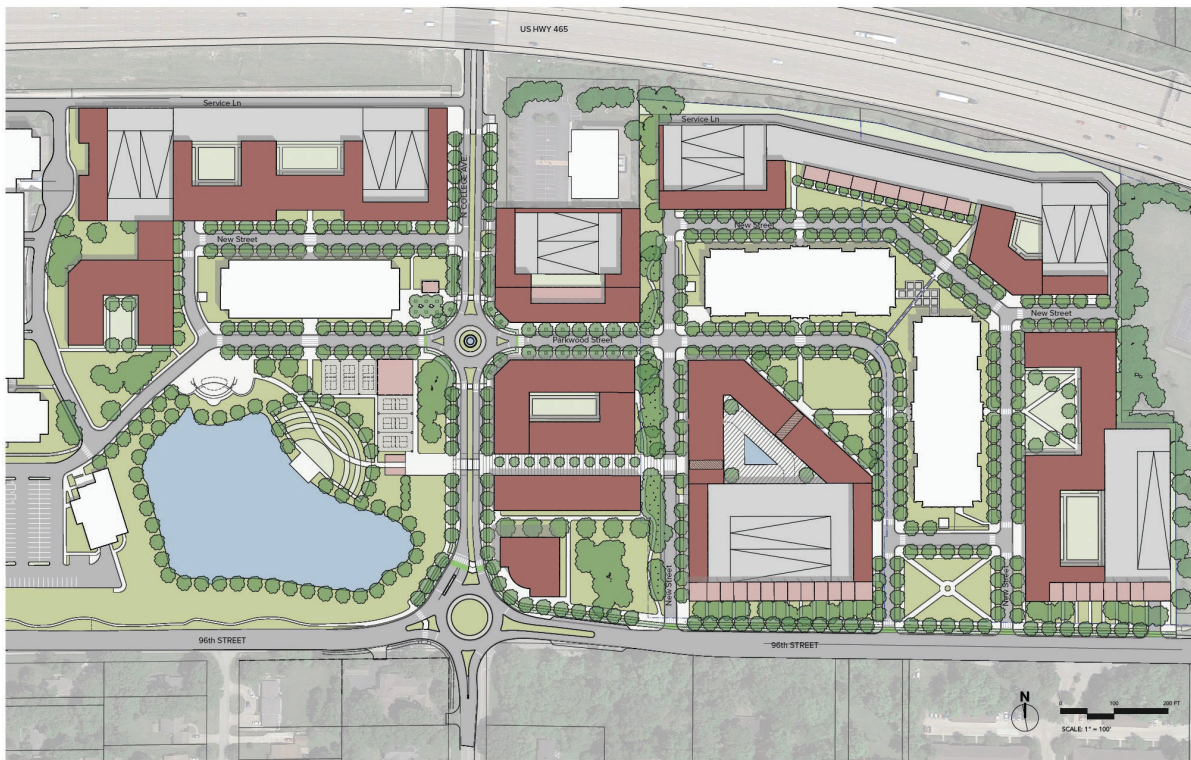
The Scope of Work, to be completed over six months by Speck Dempsey, will include the following tasks:

- Specific request for base materials, data, and analysis on which to model the plan.
- Review of parking data, as available, to impact the development potential of the Northern Study Area.
- Consultation with the City regarding workshop scheduling, and strategy for meeting with appropriate parties such as developers active in the Study Area.
- Review and organization of all materials, data, and analysis provided. Creation of project base files.
- Completion of a design workshop on site, with the purpose of reviewing all base materials, further fact-finding, working with key partners as desired (such as developers), preliminary designs for the Study Area, and, if desired a public lecture describing project goals and design approach.
- Refinement of initial design concept. Email, phone, and/or Zoom conversations with City representatives and other key players as appropriate.
- Completion of a second visit to Fishers, in which more refined plans are presented for reaction from the City and any other key players identified by the City.
- Further development and refinement of design concepts and creation of a full first draft of the Product described below.
- Submittal of first draft Master Plan Update.
- Revision and refinement to Master Plan Update in response to requests for modification. Final submittal for adoption.

PRODUCT

Speck Dempsey, with its subconsultants, will create a Master Plan Update for the Study Area, containing principally the following items. An example of each item is provided on the pages that follow.

Illustration Plan rendered in color, showing the ideal redevelopment of surface infrastructure, public tracts, and private properties, as well as the proposed schematic design of civic spaces and other neighborhood amenities.

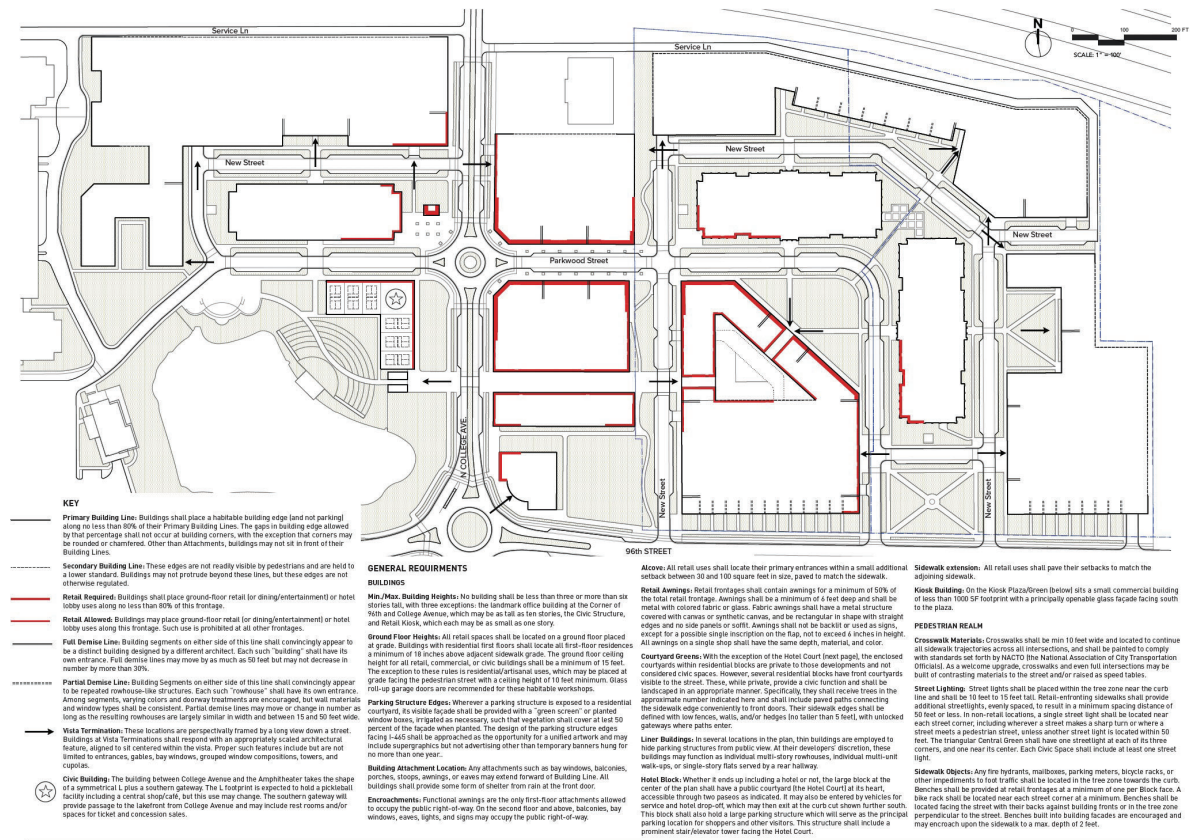


The illustration plan for Carmel Gateway

Regulating Plan (Including Urban and Architectural Regulations). This plan details the public realm and specifies limited requirements for private lots, typically including setbacks, heights, ancillary elements, and location of parking. The goal is to control only those aspects of private property that directly impact the quality of the public realm.

Parking Impact: To the degree that parking inventory, usage, and surplus data can be provided to us during the design effort, our plans will respond to availability and suggest strategies for redistribution.

Technical Description: The Master Plan implies a certain yield (or range of yields) of real estate product, parking, and other potential uses, which will be recorded and described.



The associated Regulating Plan.

ADDITIONAL SERVICES

The fees below cover the full Scope of Services described above. However, you had expressed interest in having us provide design review, critique, and revisions for other proposals both within the study area and beyond. Any projects underway in the study area would be wrapped into the base fee, including revisions as described in the Scope above. Projects beyond the study area, or additional revisions subsequent to the scheduled design effort, would be addressed individually on an hourly basis.

FEES

Invoices shall be submitted monthly as follows:

May 30 Deposit:	\$15,000.00
June 30:	\$15,000.00
July 30:	\$15,000.00
August 30:	\$15,000.00
September 30:	\$15,000.00
October 30:	\$15,000.00
November 30:	\$10,000.00
TOTAL FEES:	\$100,000.00

These fees are inclusive of all expenses and correspond to the proposed Study Area, Scope of Work, Product, and Schedule.

Fees for Additional Services will be at our standard municipal hourly rates, as follows:

Jeff Speck:	\$400.00
Chris Dempsey:	\$250.00
Senior Associate:	\$225.00
Designer:	\$150.00

SCHEDULE

The project schedule shall run approximately as follows:

Date	Principal Tasks
Late May:	Project start. Workshop scheduling initiated. Data request submitted.
June:	On-site Workshop. Public lecture if desired.
July/Aug:	Development of preliminary designs. Communication as needed.
September:	Completion of preliminary designs. Second visit for presentation/discussion.
October:	Any revisions to preliminary designs completed, draft Plan submitted.
November:	City review of Plan, changes requested and completed, final Plan submitted.

As discussed, we propose holding the first workshop the afternoon of June 25 through mid-day on June 28. The second visit should take place in the third or fourth week of September. Please let us know if either date poses any challenges.

We look forward to working with you on this exciting project.

EXHIBIT B
EFT Form

**VENDOR INFORMATION**

Fishers Electronic Payment Form
Approved by Mayor, 2018
Approved by City Controller, 2018

Name and telephone number of the person who completed this document must be provided.

Name: _____

Daytime telephone number: _____

Print or Type

Legal Name (Owner of the EIN or SSN as name appears on your tax return. Do not enter business name of a sole proprietorship on this line.)

Trade Name (Doing Business as Name D/B/A) (Complete only if payment is to be made payable to the DBA name)

Remit Address (number and street, city, state, and ZIP code)

Purchase Order Address – Optional (number and street, city, state, and ZIP code)

Enter 9-digit Taxpayer Identification Number (TIN) of the legal name:

(SSN = Social Security Number, EIN – Employer Identification Number)

(Individual's SSN) _ _ - _ - _ _ _ _ _ or EIN _ _ - _ _ _ _ _ _ _ _

One box must be checked ☐ I am a U.S. Person (including a U.S. resident alien) ☐ I am not a U.S. Person (a W-8 must be filed with the Auditor of State)

SECTION 1: AUTHORIZATION

According to Indiana law, your signature below authorizes the transfer of electronic funds under the following terms:

Account Holder's Name: _____ Account Number: _____

Type of Account: ☐ Checking (Demand) ☐ Savings

SECTION 2: FINANCIAL INSTITUTION'S APPROVAL (Attach a non-altered voided check or have your financial institution complete this section)

The financial institution identified below agrees to accept automated deposits under the terms set forth herein:

Name of Financial Institution: _____

Telephone Number: (_____) _____

Address: _____

Number and Street, and/or P.O. Box No.

Financial Institution's Authorized Signature

City, State, and ZIP code (00000-0000)

Title

ABA Transit-Routing Number

Date

SECTION 3: ELECTRONIC NOTIFICATION OF ELECTRONIC FUND TRANSFER (EFT) DEPOSITS

(Complete this section for electronic notification of remittance advice. If you provide more than one email address, due to our space limitation, please list emails based on priority.)

I hereby request that all future notices of EFT deposits to the bank account specified above be sent to the following email addresses:

Use 1st: _____ Use 2nd: _____

Use 3rd: _____

I agree to the provisions contained on the reverse side of this form.

NAME (print or type) _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____ TELEPHONE NUMBER _____

REQUEST FOR VENDOR INFORMATION

THIS FORM APPLIES TO YOU, IF YOU ARE:

- 1) A U.S. person (including a U.S. resident alien) and;
- 2) A person, business, or other entity who has or will receive a payment from the city; or
- 3) A city employee who has or will receive a payment, other than payroll, from the city.

PURPOSE OF FORM:

The City of Fishers must have correct vendor information to make payments to vendors. This includes the vendors' legal name, doing business as name (if any), address, Taxpayer Identification Number (TIN), entity type, and banking information. This form allows you to provide your correct name, address, TIN, entity type, and banking information.

If you do not provide us with the information, your payments will not be able to be completed. This new policy that the City of Fishers has mandated requires all vendors to complete and submit this form in order to carry out payments to the intended recipient.

INSTRUCTIONS:

- 1) Enter your legal name on the designated line. Your legal name is the one that appears on your Social Security Card or, if you are a business, the Employer Identification Number (EIN) as it is in the City's records. If you are a sole proprietor, then your legal name is the business owner's name. If you have a "doing business as" (d/b/a) name, enter this on the trade name line. Enter your remit address on the next line, and if you have a separate address for purchase orders, enter that address on the appropriate line.
- 2) Record the appropriate TIN in the space provided and check the box that corresponds to the correct organization type for your name. Note that individuals and sole proprietors are the only types that should record a social security number (SSN). a) If you are a corporation, you must indicate whether you provide legal or medical services. b) If you are a sole proprietor, you must show the business owner's name in the legal name box and you may show the business name in the trade name box. You cannot use only the business name. For a sole proprietor, you may use either the individual's SSN or the EIN of the business. However, we prefer you provide the SSN.
- 3) Check the appropriate box that indicates whether you are or are not a U.S. person.
- 4) Complete Section 1: Authorization
- 5) Have your financial institution complete Section 2: Financial Institution's Approval. Your financial institution should return the completed form to you. A voided check may be provided in lieu of having your financial institution complete this section. Attach only preprinted checks. Deposit slips, starter checks, or checks that have been altered will not be accepted.
- 6) Complete Section 3: Electronic Notification of Electronic Fund Transfer (EFT) Deposits, only if you choose to receive electronic EFT notifications by email. If this section is not completed, your notification will be sent by U.S. Mail to the remit address designated on the reverse side of this form.
- 7) Email the completed form to accountspayable@fishers.in.us or mail to the City of Fishers Controller's Office at 3 Municipal Drive Fishers, IN 46038.
- 8) Attach a copy of your completed W9 form.
- 9) Retain a copy of the completed Vendor Information form for your records.
- 10) Any form submitted without an authorized signature will be destroyed and will not be entered into the City's vendor file.

BY SIGNING THIS FORM:

You represent that you understand and agree that:

- 1) You are authorized to provide this information on behalf of yourself or your organization.
- 2) The City of Fishers is authorized to initiate credits (deposits) in various amounts, by EFT through automated clearing house (ACH) processes, to the checking (demand) or savings account in the financial institution designated on the reverse side of this form.
- 3) Any change to the account or to a new financial institution will require a new Vendor Information form be completed and submitted to the City Controller at the above address. Failure to provide timely notification to the City that your account has changed will result in a delay in payment.
- 4) The City of Fishers and its entities are not liable for late payment penalties or interest if you fail to provide information necessary for an EFT transaction and/or you do not properly follow the Instructions above.
- 5) The mail addresses provided in Section 3 for electronic EFT notification will allow for appropriate application for all payments.
- 6) You acknowledge that it will cause disruption to the notification process if the email addresses provided for electronic EFT notification are frequently changed or changed without promptly providing an updated email address to the Controller Office.
- 7) You acknowledge that an email notification returned as undeliverable may be removed from the City's email notification system and all future notices of EFT deposits to you will be provided by the City via U.S. Mail to the remit address designated on the reverse side of this form until you have provided a valid email address to the Auditor.
- 8) You are responsible for contacting the City if you are not receiving electronic notices of EFT deposits.

EXHIBIT C
E-VERIFY AFFIDAVIT

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

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

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

Speck Dempsey, LLC

Its: _____
[SIGNATORY'S POSITION]

RESOLUTION NO. R052824J

**RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
APPROVING PROFESSIONAL SERVICES AGREEMENT
(SPECK DEMPSEY)**

WHEREAS, the Planning and Zoning Department of the City of Fishers, Indiana (the “City”) has identified a need for a comprehensive update to the City’s master plan (“Services”);

WHEREAS, Speck Dempsey (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 28th day of May 2024.

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

YAY

NAY

ABSTAIN

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

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

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



Board Action Form

MEETING DATE	May 28, 2024			
TITLE	Request to approve a Professional Services Agreement with Speck Dempsey			
SUBMITTED BY	Name & Title: Ross Hilleary, Director Planning & Zoning Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R052824J	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☒ Mayor	☐ Other:
	☐ Legal Counsel – Name of Reviewer:	
BACKGROUND (Includes description, background, and justification)	The Planning & Zoning Department would like to continue a working relationship with Jeff Speck and Chris Dempsey of Speck Dempsey LLC. Jeff Speck is a highly regarded and award winning city planner, author, and walkable city advocate. The attached Professional Services Agreement would allow Speck and team to do research, site visit, and provide a scope of work to assist in updating the City of Fishers Nickel Plate District downtown master plan, specifically with a focus on the South Village area.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Not to exceed \$100,000
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include Deny Approval Option)	1.	Approve
	2.	Deny
	3.	Continue
	4.	Take no action
PROJECT TIMELINE	Upon approval work would begin in June and be completed by the the end of 2024. A second site visit is planned for June 2024.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff request approve of the Professional Services Agreement as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Agreement	

EXHIBIT B
[Progress Payment Schedule]

**CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
BARRETT LAW EAST- HOWARD COMPANIES, INC.
PROGRESS PAYMENT SCHEDULE**

Maximum Cost: \$575,207

Progress Payment	Amount (85% of pay estimate)	Date of Certificate	Total Payments to Date	Amount Still Owing (15% of pay estimate)
# 1- Resolution R052824K	\$267,188.72	May 28, 2024	\$267,188.72	\$47,150.95

EXHIBIT A
[Certificate of Indebtedness]

**CERTIFICATE OF INDEBTEDNESS
CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY
BARRETT LAW EAST [HOWARD COMPANIES]**

Certificate No.: 1

Date: May 28, 2024

Certificate Amount: \$267,188.72

On December 17, 2023, Howard Companies, Inc. submitted a pay estimate in the amount of \$32,276.72. On April 29, 2024, Howard Companies, Inc. submitted a second pay estimate in the amount of \$282,062.95 totaling \$314,339.67.

This Certificate of Indebtedness (“Certificate”) is issued to Howard Companies, Inc. (“Contractor”) in the amount of \$267,188.72.

The Certificate is issued in accordance with Ind. Code §36-9-36 *et. seq.* (the “Act”). Contractor is entitled to monthly estimates of the work completed during each month. The estimates shall be made by the City Engineer and approved by the City of Fishers Board of Public Works & Safety (“Board”). The Board shall issue to the Contractor certificates for eighty-five percent (85%) of the amount due to the Contractor by the estimates (currently total estimates are in the amount of \$314,339.67). The remaining 15% of the current pay estimate amount due to the Contractor (\$47,150.95) will be paid at the acceptance of the project by the Board. The Contractor is entitled to receive the amounts named in this Certificate in cash or improvements bonds to be collected or issued by the City.

This Certificate was authorized by the Board on May 28, 2024, Resolution No. R052824K. All certificates mature on December 31 of the year in which the special levy to pay the certificates is collected. If a sufficient levy or sale of bonds is not made in any year for the payment of the certificates of indebtedness, the certificates shall be paid when money becomes available for that purpose out of taxes collected from any subsequent levy of the special tax or sale of bonds

By:_____

Printed: Lisa Bradford, City Controller

By:_____

Printed: Scott Fadness, Mayor

RESOLUTION NO. R052824K

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC
WORKS & SAFETY APPROVING A CERTIFICATE OF INDEBTEDNESS,
AUTHORIZING THE CITY TO SATISFY SAID CERTIFICATE, WHICH EXPENSE
WILL BE REIMBURSED BY PROCEEDS FROM ASSESSMENTS COLLECTED BY
THE CITY AGAINST PROPERTY OWNERS, AND TAKE CERTAIN OTHER
ACTIONS IN ACCORDANCE WITH IND. CODE §36-9-36 *ET. SEQ.* (BARRETT EAST)**

WHEREAS, Ind. Code §36-9-36 *et seq.*, (the “Act”) allows the City of Fishers (“City”) to make certain authorized improvements and assess the total costs of the improvements against property owners who will specially benefit from the improvements, all in accordance with certain procedures set forth in the Act;

WHEREAS, before the City can make an improvement utilizing the Act, the Board of Public Works & Safety (“Board”) must adopt a preliminary resolution for the improvement which includes the cross-sections, general plans, and specifications for the improvement and an estimate of the cost of the public improvement;

WHEREAS, on or around March 14, 2023, the Board adopted a certain preliminary resolution, Resolution No. R031423D (the “Preliminary Resolution”), which authorized the use of the Act to improve certain private roads within the City (the “Project”) and assess the total costs of the Project against certain property owners who will specially benefit from the Project (“Property Owners”), all as further described in the Preliminary Resolution;

WHEREAS, in accordance with the Act, the Preliminary Resolution contained an estimate of the cost of the public improvement Project, which included certain allowable incidental, inspection and engineering costs caused by the proposed improvement, in the amount of \$1,036,000 (the “Estimated Cost”);

WHEREAS, the Board set a public hearing for March 28, 2023, sent the notice to each Property Owner affected by the proposed improvement as set forth in the Preliminary Resolution, and published notice of the Preliminary Resolution and public hearing in accordance with the Act;

WHEREAS, on March 17, 2023, more than ten (10) days prior to the public hearing, the Engineering Department filed the maximum costs of the improvements with the Board, which included the allowable incidental, inspection and engineering costs, the cost of the guarantee required under Ind. Code §36-9-36-25, the cost of maintenance of the improvements for at least three (3) years and certain bond issuance costs necessary to complete the project (the “Filed Maximum Cost”) in the amount of \$1,700,00,000;

WHEREAS, on March 28, 2023, the Board held a duly noticed public hearing in accordance with the Act and heard all interested persons;

WHEREAS, a majority of the Property Owners to be assessed for the improvement did not remonstrate against the Project or take an appeal within ten (10) days after the hearing;

WHEREAS, on or around September 26, 2023, the Board adopted a certain confirmatory resolution, Resolution No.: R092623A (the “Confirmatory Resolution”), which modified the Preliminary Resolution by amending and replacing the Filed Maximum Cost with a final cost of \$575,207 (the “Maximum Cost”), (ii) affirmed that the benefits that will accrue to the properties liable to be assessed for the improvement will equal the Maximum Cost of the improvement, (iii) ordered the improvement, and (iv) took certain actions in furtherance of the Project, all as further defined in the Confirmatory Resolution;

WHEREAS, in accordance with the Act, the Preliminary Resolution is final and conclusive on all parties if the Preliminary Resolution is modified or confirmed and the improvement is ordered;

WHEREAS, the Board advertised for bids in accordance with Indiana law and awarded the bid for the Project to the lowest, most responsive and responsible bidder (the “Contractor”), and authorized the City to execute the contract for improvement (collectively, the “Final Order”), Resolution No. R092623B;

WHEREAS, upon completion and acceptance of the improvement, the Board will have an assessment roll prepared for the Property Owners, who are liable for the total assessment of the Project up to and including the Maximum Cost, all subject to the procedures set forth in the Act;

WHEREAS, in accordance with the Act, the Contractor is entitled to monthly estimates of the work done during each month, and the Board shall issue the Contractor certificates for eighty-five percent (85%) of the amount due the Contractor by the estimates (each, a “Certificate of Indebtedness”);

WHEREAS, in accordance with the Act, the Contractor is entitled to receive the amounts named in the certificates in cash or improvement bonds to be collected or issued by the City;

WHEREAS, proceeds from assessments for the payment of a particular improvement constitute a separate special fund (the “Barrett Law Fund”) for the following: (i) the payment of the Contractor for the particular work, upon the allowance of estimates by the Board, (ii) the security and payment of any bonds issued in anticipation of the collection of the assessments for the improvement, including debt service reserves to secure the payment of the bonds, and (iii) the payment of expenses incurred by the City in performing the City’s duties under the Act, including expenses, duties, and costs associated with the issuance, sale, or payment of the bonds;

WHEREAS, for the purpose of raising money for the payment of Certificates of Indebtedness, the City may (i) levy a special tax on all property in the City; (ii) issue and sell bonds of the City; or (iii) appropriate money from the general fund of the City or from any other source;

WHEREAS, the City, by and through its Department of Engineering, has made a monthly estimate of the work performed by the Contractor, which is more particularly described in the Certificate of Indebtedness, which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Board now desires to (i) approve the Certificate of Indebtedness, (ii) instruct the City to transfer the applicable payment from its general fund (or any other source) to the Barrett Law East Fund necessary to advance payment to the Contractor in satisfaction of the Certificate of Indebtedness (each, a “Progress Payment”), which expense shall be offset by proceeds from assessments collected by the City through cash or installment payments in accordance with the Act, and (iii) take all other actions as further defined herein.

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

- Section 1.** The Board hereby approves the Certificate of Indebtedness, which is attached hereto and incorporated herein as Exhibit A.
- Section 2.** The Board hereby authorizes the Mayor and Controller to execute the Certificate of Indebtedness.
- Section 3.** The Board hereby instructs the City to transfer the applicable payment necessary to satisfy the Certificate of Indebtedness (each, a “Progress Payment”), as further specified in the Progress Payment Schedule, which is attached hereto and incorporated herein as Exhibit B, and transfer said payment to the Barrett Law East Fund necessary to pay the Contractor.
- Section 4.** The Board hereby recognizes the Progress Payment as an expense incurred by the City in performing the City’s duties under the Act, and as such, the Board authorizes the City to be reimbursed for advancing the Progress Payment from assessments against Property Owners collected by the City through cash or installment payments within the Barrett Law East Fund, all in accordance with the Act.
- Section 5.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers, Board of Public Works & Safety meeting this 28th day of May 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



Board Action Form

MEETING DATE	May 28, 2024			
TITLE	Request to approve Certificate of Indebtedness (Barrett East)			
SUBMITTED BY	Name & Title: Rich Bassett Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R052824K	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	On March 14, 2023, the Board adopted a certain preliminary resolution, Resolution No. R031423D which authorized the use of Barrett Law to improve certain private roads within the City (the "Project") and assess the total costs of the Project against certain property owners who will specially benefit from the Project. On September 26, 2023, the Board adopted a certain confirmatory resolution, Resolution No.: R092623A (the "Confirmatory Resolution"), which modified the Preliminary Resolution by amending the final maximum cost to \$575,207. The Engineering Dept advertised for bids and awarded a bid for the Project to the lowest, responsive, responsible bidder, Howard Companies, Inc. ("Contractor"). In accordance with the Barrett Law statutes, the Contractor is entitled to monthly estimates for work done each month and the Board shall issue certificates for 85% of the amount due the Contractor shown in the estimates. Contractor has submitted a pay estimate in the amount of \$32,276.72 and a second pay estimate in the amount of \$282,062.95, totaling \$314,339.67. The City is requesting a certificate in the amount of \$267,188.72 (85% of \$314,339.67) to be issued to Contractor and Contractor may submit to the City's Controller's office for payment.	
	BUDGETING AND FINANCIAL IMPACT	
	(Includes project costs and funding sources)	
	Budgeted \$:	N/A
	Expenditure \$:	\$267,188.72
	Source of Funds:	Barrett Fund
Additional Appropriation #:		
Narrative:		
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve
	2.	Deny
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval	

**SUPPLEMENTAL
INFORMATION**
(List all attached documents)

1. Resolution
2. Exhibit A – Certificate of Indebtedness
3. Exhibit B – Pay Schedule

EXHIBIT A

CITY OF FISHERS RESIDENTIAL UTILITY BILLING POLICY Effective July 1, 2024

The City of Fishers adopts this Residential Utility Billing Policy for the billing of residential sanitary sewer, stormwater, and/or trash and recycling collection fees as follows:

Residential Utility Fees. For purposes of this Policy, Residential Utility Fees are defined as sanitary sewer, stormwater and trash fees or any combination thereof for:

- a. Single-Family Residences – 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 Residences – 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.

Owner Occupied Accounts Only. Beginning July 1, 2024, the City will no longer allow new Residential Utility Fee accounts to be placed in the name of a non-owner for a non-owner occupied property. All new Residential Utility Fee accounts opened for non-owner occupied properties will be placed in the name of the property owner.

Between July 1, 2024, and December 31, 2024, the City will be transitioning existing non-owner occupied accounts into the property owner's name for each residential account. The City will no longer allow Homeowners' Associations (HOA) to hold accounts for individual residential properties' Residential Utility Fees, however HOAs may hold accounts for properties and amenities owned by the HOA. Each residential property will have a Residential Utility Fee account associated with it.

Beginning January 1, 2025, all residential Utility Fee accounts shall be in the name of the property owner.

No Proration of Utility Fee Accounts. The City will allow transition of accounts during a billing period but will no longer allow Residential Utility Fee accounts to be prorated during a billing period. The existing Residential Utility Fee account holder will be responsible for the Residential Utility Fee billing until the end of the billing cycle at which time, the City will change the billing information to the new property owner/account holder.

Collection of Outstanding Debt. The City is authorized to utilize TRECS, property liens and any other means allowable by Indiana Code to collect outstanding Residential Utility Fees.

As Residential Utility Fee accounts are transitioned from non-owner occupied to owner occupied, the City may, but is not required to, utilize the Tax Refund Exchange and Compliance System (TRECS) to collect outstanding Residential Utility Fees owed to the City by non-owners.

If the City utilizes TRECS, the customer owing the debt will receive a letter from the City and the State of Indiana outlining the debt owed and will have the opportunity to settle the debt with the City prior to the intercept of their Internal Revenue tax refund.

Residential Utility Fee Liens. Pursuant to Indiana Code §36-9-23-32, Residential Utility Fees assessed against real property constitute a lien against the property assessed, even if the account is in the name of a non-owner. The property owner is responsible for any unpaid balance and could be subject to a property lien. The lien is superior to all other liens except tax liens and attached when notice of the lien is filed with the Hamilton County Recorder's Office. In the case of a transfer of owner, the lien for unpaid Residential Utility Fees is enforceable against a subsequent property owner only if the lien was recorded with the Hamilton County Recorder before the conveyance to the subsequent owner.

RESOLUTION NO. R052824L

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING AND ADOPTING RESIDENTIAL UTILITY BILLING POLICY

WHEREAS, the City of Fishers Board of Public Works & Safety is charged with the supervision and operation of the sanitary sewers, stormwater sewers and (if applicable) trash/recycling collection utilities;

WHEREAS, pursuant to Indiana Code §36-9-23-1 et seq. (the “Act”), the City may establish and charge a just and equitable fee for sanitary sewer, stormwater and trash/recycling collection (“Utility Fees”);

WHEREAS, pursuant to the Act, the Utility Fees constitute a lien against the property that is assessed, and the lien is superior to all other liens except for tax liens;

WHEREAS, the Act allows the City to bill non-owners in non-owner occupied properties for Utility Fees, but due to the frequently changing nature of tenant accounts and transient nature of some tenants, several Utility Fee accounts held by non-owners are delinquent and are not collectable by lien due to the notice requirements in the Act.

WHEREAS, for the purpose of providing the City a more efficient avenue for collection of all Utility Fees, the Board desires to adopt a policy that requires property owners hold the utility accounts for certain residential accounts (namely single family homes, townhomes, duplexes and quadplexes);

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

Section 1. The Residential Utility Billing Policy attached hereto as Exhibit A and incorporated herein is hereby approved and adopted by the Board.

Section 2. This Resolution shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by this City of Fishers Board of Public Works & Safety this 28th day of May 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



Board Action Form

MEETING DATE	5/28/24			
TITLE	A Resolution of the City of Fishers Board of Public Works & Safety Approving and Adopting Residential Utility Billing Policy.			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department: Controller			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R052824L	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	This Resolution formally adopts a residential utility billing policy for the City of Fishers Sewer and Stormwater Utility. The City of Fishers ("City") has two utilities, sewer and stormwater. Prior to the December 2021 of Hamilton Southeastern Utilities ("HSE"), the City had a sewer utility consisting of around 5,000 customers and the stormwater utility consisted of every property in the City. The City billed only the deeded legal owner of the property for residential properties. HSE had a policy of billing tenants for residential properties. The City allowed the practice of continuing to bill non-owners for sewer accounts when it acquired HSE. Billing non-owner occupied properties creates a heavy administrative burden for the Controller's Office utility staff due to the frequently changing nature of tenant account and transient nature of some tenants.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$59,000
	Expenditure \$:	\$58,500
	Source of Funds:	2024 Operating Budget
	Additional Appropriation #:	
	Narrative:	
Q	1.	Approve this request
	2.	Deny this request
	3.	
	4.	
PROJECT TIMELINE	ASAP	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	The ELA is a tremendous tool for Public Sector customers to maximize potential in the most cost effective way. We fully support continuing this ELA.	
SUPPLEMENTAL INFORMATION (List all attached documents)	ESRI City of Fishers EA Quote 2024.pdf	

Public Work Agreement (Short Form)

City of Fishers, Indiana
Engineering Department
1 Municipal Drive
Fishers, IN 46038

"CONTRACTOR":

Traffic & Parking Control Co. Inc.

For Work at the Following "PROJECT":

Signal Maintenance and Inspections

Contractor will provide all labor, materials, tools, equipment, supplies, safety equipment, transportation, supervision, permits and governmental fees, licenses and inspections necessary to perform in a good and workmanlike manner and in accordance with the Agreement, Terms and Conditions and Contractor Documents, or reasonably inferable as necessary to produce the results intended as defined in **Exhibit A**, attached hereto (the "Work").

The "Contract Documents" mean this Agreement and those documents listed in **Exhibit A** attached hereto (the "Contract Documents"). There are no Contract Documents other than those listed herein.

Owner will pay Contractor the "Contract Sum" of \$ not to exceed \$116,262.80 for the annual inspections and as needed for signal maintenance as set forth in Exhibit A subject to the "Terms and Conditions" herein. The Work will be commenced on May 28, 2024 and the term of the contract shall be for two (2) years, expiring on May 31, 2026.

THIS AGREEMENT IS SUBJECT AND BY SIGNING CONTRACTOR AGREES TO ALL SUCH TERMS AND CONDITIONS.

CITY OF FISHERS, INDIANA

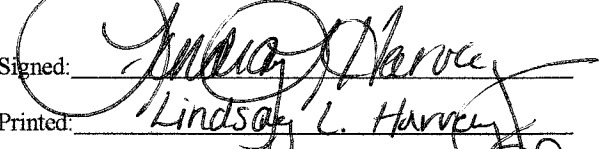
Signed: _____

Printed: _____

Title: _____

AGREEMENT DATE: _____

Traffic and Parking Control Co., Inc.

Signed:  _____

Printed: Lindsay L. Harvey

Title: Director of Service and Software Solutions

Date: 05/23/24

TERMS AND CONDITIONS

1. Acceptance. Commencement of the Work shall mean Contractor has agreed to the Terms and Conditions. Documents with terms additional to or different from this Agreement shall not be binding upon Owner.

2. Conflicts/Order of Precedent. Contractor shall promptly notify Owner of any discrepancy or conflict in the Contract Documents. In the event of an inconsistency or conflict between the drawings and specifications, or within either document not clarified by addendum, the provision of a Contract Document requiring the greater quantity, quality or scope of Work, or imposing a greater obligation upon the Contractor, or affording a greater right or remedy to the Owner shall govern. Any part of the Work shown on the drawings but not specifically mentioned in the specifications, or vice versa, shall be considered as part of the Work as though included in both. The Work shall include all incidental Work necessary and customary for the completion described in the Contract Documents.

3. Means and Methods. Contractor shall supervise and direct the Work using its best skill and attention and have control over all means, methods, techniques, sequences, procedures and coordination. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work to determine when subsequent Work can be performed or installed.

4. Permits, Fees and Notices. Contractor shall secure and pay for the permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Work.

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

6. Clean-Up. Contractor shall keep the Project site and surrounding area free from the accumulation of waste materials or rubbish caused by performance of the Work. At completion of the Work, Contractor shall remove from the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.

7. Subcontractors. Before the Work commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective subcontract sum. All subcontractors, if required, shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection.

8. Subcontracts. By written agreement, Contractor shall require each subcontractor to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for default and Owner's written acceptance or the Subcontract provided to subcontractor.

9. Project Labor Relations. Contractor shall assure harmonious labor relations at the Project so as to prevent any delays, disruptions or interference to the Work. Contractor agrees that it will bind and require all of its subcontractors, suppliers and other such persons or entities to agree to all of the provisions of this paragraph.

10. Contractor's Representations. Contractor represents and warrants to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive any termination of this Agreement, and the final completion of the Work, that the Contractor has:

i. carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it to Owner prior to the date of this Agreement. Contractor shall perform no Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Contract Documents are suitable for the Work and it will perform and complete the Work to the satisfaction of Owner;

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

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

iv. is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work;

v. possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of this Project, and will perform the Work with the care, skill and diligence of such a contractor;

vi. has not, nor has any other member, representative, agent, or officer of the Contractor:

a. employed or retained any company or person, to solicit or secure this Agreement;

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

11. Time. Time is of the essence of the Agreement. The Work will be performed as required by Owner's Schedule, consistent with the Completion Date. Owner may modify this Schedule. If the Work is delayed by Owner, the Completion Date will be extended. Contractor must request an extension of

the Completion Date in writing to Owner no later than forty-eight (48) hours after the beginning of the condition causing the delay or Contractor's claim will be waived. Contractor will provide Owner with an estimate of the duration of delay. An extension of the Completion Date will be Contractor's sole remedy for any delay.

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

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

14. Submittals. Contractor shall timely prepare, review, approve and submit to Owner all shop drawings, product data and samples required for the Work by the Contract Documents ("Submittals"). Contractor must verify all materials, field measurements and field construction criteria. Contractor must strictly comply with the requirements of the Contract Documents even if Submittals are approved by Owner.

15. Safety. Contractor must take all reasonable safety precautions for the Project and comply with all safety requirements and regulations as may be provided elsewhere in the Contract Documents and by applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the Project. Contractor warrants that: (a) the duty to provide a safe place for Contractor's Work for Contractor's employees, the employees of any other entity, or any other person on or about the Project site rests solely with the Contractor; (b) the duty to provide general or safety supervision and safety inspections of the Work, equipment, and procedures of the Contractor, its subcontractors, and of others as it might affect the safety of property or persons related to the performance of the Work under this Agreement rests solely with the Contractor; (c) the Contractor shall designate a person in it employ, stationed full time at the jobsite during the progress of the Work, and such person shall be authorized to take prompt action in matters relating to safety on behalf of Contractor. Such person shall be knowledgeable in matters relating to safety through either training or experience or both. Such person shall attend all safety meetings or safety inspections held at the jobsite and take appropriate action to correct unsafe work practices which come to his attention or Contractor's attention; and (d) the duty to take reasonable safety precautions with respect to the handling of hazardous substances, Project site cleanliness, and emergency procedures and to comply with necessary safety measures and with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property, including but not limited to applicable OSHA standards, related to the performance of the Contractor's Work under this Agreement rests solely with the Contractor.

The Contractor shall indemnify, defend and save Owner harmless from any liability, loss, cost penalty, damage or expense, including attorneys' fees, damage, injury, course of action, proceeding, citation, or work stoppage arising out of or in any way connected with any alleged violation by Contractor of any such statute, regulation, order, rule, requirement or standard and such sums shall be deducted from amounts due under this agreement.

16. Warranty. In addition to Contractor's obligations to correct defective or non-conforming Work provided by law or as may be provided elsewhere in the Contract Documents, Contractor warrants to the Owner that materials and

equipment furnished by Contractor will be of good quality and new unless otherwise permitted by the Contract Documents and the Work will be free from defects and conform to the requirements of the Contract Documents. Contractor will immediately correct, at Contractor's expense, all defects and non-conformance in workmanship or materials which appear within one (1) year from the completion of the Project. This warranty is in addition to all special or extended warranties. Contractor must indemnify Owner against, and reimburse Owner for, all claims, damages and expenses, including attorneys' fees, incurred by Owner as a result of Contractor's failure to abide by its warranty obligations.

17. Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the Owner, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the Owner shall be given to the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. 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 Owner; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

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

The Commercial General Liability Policy must be endorsed to provide that the general aggregate amount applies separately to each of Contractor's separate projects. ISO Endorsement CG2503 *Per Project Endorsement* or its equivalent shall be used to satisfy this requirement.

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

As required by the state

D. Excess Liability (Umbrella Form)

Limits of Liability	\$1,000,000 Each Occurrence
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All coverage provided above shall be endorsed to include the Owner as an additional insured except for the Worker's Compensation / Employer's Liability policy. 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 Owner and shall include coverage for completed operations. The policies for which the Owner is named as additional insured shall provide primary and non-contributing coverage and any valid and collectible insurance carried separately by the Owner shall be in excess of the limits provided by such policies and shall be non-contributory. To the extent commercially reasonable, all insurance requirements and limits shall apply to all of Contractor's subcontractors 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 Owner.

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed

operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

E. Property Insurance. Unless otherwise provided, the Owner shall purchase and maintain, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Work at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, subcontractors and sub-subcontractors in the Project. Property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss.

18. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use, caused by Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.

In claims against any person or entity indemnified under this section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall indemnify and defend, at the Contractor's sole expense, the Indemnitees as set forth herein from and against any actions, lawsuits, proceedings or claims resulting from claim filed or asserted against the Work, the Project and any improvements thereon, the Contract Sum or any applicable retainage by a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. If the Contractor refuses an Indemnitee's demand for a defense and indemnification, the Contractor shall reimburse the Owner for all its costs incurred as a result of any such lien or claim including but not limited to, any judgment resulting from any actions, lawsuits or proceedings. If the Contractor disputes a claim, the Contractor shall have the right to contest such claim but such right shall not in any way abridge, modify or nullify the Contractor's obligations to the Indemnitees.

19. Claims. If Contractor claims it should receive additional sums or time, Contractor must notify Owner and request a Change Order in writing within forty-eight (48) hours after Contractor learned (or should have learned) of the basis for the request. No additional sums will be paid and no additional time will be recognized unless Owner has issued a Change Order.

20. Claims for Consequential Damages. Contractor waives claims against Owner for consequential damages arising out of or relating to this Agreement. This waiver includes, but is not limited to, damages incurred by Contractor for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

21. Payments. All payments provided herein are subject to funds as appropriated and the laws of the State of Indiana.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on the basis of Contractor's Applications for Payment. Each Application for Payment shall be based on the schedule of values. Applications for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and Partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors.

2. Progress payment will be made for ninety percent (90%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Owner, and if the character and progress of the Work has been satisfactory to Owner, Owner, at its sole discretion and without obligation, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.

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

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

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

C. Withholding of Payment. If any claim is made or filed with Owner, the Project, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim which is chargeable to Contractor, or if Contractor or any subcontractor or other person

for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith.

1. If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract 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 personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. Substantial Completion. Upon Substantial Completion of the Work, the Owner shall pay the Contractor an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the Contract Sum, less such amounts as Owner shall determine, or Owner may withhold.

E. Final Payment. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Sum.

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

2. Owner shall make final payment to the Contractor within ninety-one (91) days after final acceptance and completion of the Work. However, final payment may not be made on any amount that is in dispute. Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled. No payment, including final payment, will be considered to be an acceptance of defective or non-conforming Work.

22. Termination for Default. In the event of default, the non-defaulting entity shall give to the defaulting entity forty-eight (48) hours to cure. Contractor shall be in default if it fails to perform or comply with its obligations under the Contract Documents, does not perform Work for more than forty-eight (48) hours when Work is available, or becomes insolvent, files for bankruptcy, or is dissolved or otherwise ceases to exist. In addition to any other legal remedies available to Owner, under this Agreement, law or equity, Owner shall have the absolute right, after forty-eight (48) hours written notice to Contractor to cure such default, correct or overcome the default and charge all expenses, losses, costs and damages, including attorneys' fees, to Contractor, or terminate this Agreement and complete the Work but whatever means Owner deems necessary.

23. Termination for Convenience. Owner may terminate this Agreement for Owner's sole convenience, in which event Contractor will only receive payment for the Work completed as of the date of termination, without compensation for profit on work not performed.

24. No Assignment. This Agreement may not be assigned by Contractor to a third party without the prior written consent of Owner. Moneys that may become due and moneys that are due may not be assigned by Contractor without such consent (except to the extent that the effect of this restriction may be limited by law). If Contractor attempts to make an assignment without such prior written consent of the Owner, Contractor shall nevertheless remain legally responsible for all obligations under this Agreement.

25. Notice. Notice shall be in writing and delivered via e-mail, telefax, overnight delivery, hand delivery, or certified mail. Notice shall be considered provided as of the date of delivery. Where notice cannot be immediately provided in writing, telephonic notice may be made followed by written notice.

26. No Third-Party Beneficiaries. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor. Contractor and the Owner agree that this Agreement is not intended to benefit any other third-party.

27. Dispute Resolution.

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

Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement, if the Owner is the "prevailing party" in such litigation, Owner shall be entitled to recover its attorneys' fees incurred in the litigation, and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Agreement shall be any court of competent jurisdiction located in Hamilton County, Indiana. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as with all municipal ordinances and code of the City of Fishers. The parties further agree that, in the event a lawsuit is filed hereunder, the parties waive any rights to a jury trial they may have.

28. Interest. Payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

29. E-Verify. 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 EMPLOY AN UNAUTHORIZED ALIEN.

30. Contractor Not Suspended or Debarred. By signing this Agreement, Contractor certifies that Contractor, its principals or sub-recipients are not suspended or debarred by Federal Government, nor is known suspension or debarment procedure pending. Contractor agrees to notify the Owner in writing of suspension or debarment, or potential suspension or debarment proceeding. Failure to report suspension or debarment, or potential suspension or debarment will be sufficient cause to terminate this Agreement and report such termination to Federal authorities.

31. Drug Testing Program. The laws of the State of Indiana (IC §36-1-12-24 as amended) contain certain special provisions regarding drug testing of employees of public works Contractors and Subcontractors. As determined by the Owner, projects estimated to be in excess of \$150,000.00 will be governed by these provisions. These provisions require, among other things, that the Contractor submit with the bid a written plan for a program to test the Contractor's employees for drugs. In addition, each successful Bidder will be required to comply with all applicable provisions of the statute referred to above with respect to each Bidder's Subcontractors, as the term "Subcontractor" is defined in the statute referred to above.

32. Fire Arms. There shall be no firearms allowed on the Project Site or anywhere within the Project property. Exceptions would be made for law enforcement officials, security forces required elsewhere by these Specifications, or per other requirements or allowances specifically made by the Owner.

33. Nondiscrimination. The Contractor shall perform, observe and comply with all applicable State, Municipal and Federal laws, rules, regulations and Executive Orders pertaining to nondiscrimination against employees or applicants for employment because of race, color, religion, sex, handicap, disability, national origin or ancestry. During the performance of this Contract, the Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder. When required by such laws, rules, regulations and Executive Orders, the Contractor shall include nondiscrimination provisions in all contracts and purchase orders.

34. American Steel. To the extent that the Contractor's performance of the Work entails the use of purchase of steel products (as defined in I.C. §5-16-8-1, as amended from time to time), then Contractor warrants that only steel products made in the United States shall be used or supplied in the performance of the Contract and in the performance of any subcontracts.

35. Miscellaneous. This Agreement represents the entire and integrated agreement between Owner and Contractor, supersedes all prior negotiations, representations and agreements, written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. If any provision of the Agreement is found by a court to be illegal, invalid, void or otherwise unenforceable, the remaining terms and conditions shall remain in full force. Any modification to the Agreement must be in writing and signed by both Owner and Contractor.

Signal Maintenance Request For Quote 2024					
CONTRACT ITEMS AND UNIT PRICES - BASE Quote					
No.	DESCRIPTION	QUANTITY	UNIT	UNIT	TOTAL
1	Emergency Response	25	Each	\$ 297.00	\$ 7,425.00
2	Semi-Annual Inspections, Scheduled Maintenance , Traffic Signals	44	Each	N/A	N/A
3	Annual Inspections, Scheduled Maintenance, Traffic Signals	44	Each	\$1,350.00	\$ 59,400.00
4	Semi-Annual Inspections, Scheduled Maintenance, Flashers	8	Each	\$250.00	\$ 2,000.00
5	Semi-Annual Inspections, Scheduled Maintenance - Opticom, on INDOT and Hamilton County Signals (non-City owned)	9	Each	\$250.00	\$ 2,250.00
6	Anchor Bolt Repair	1	Each	\$ 500.00	\$ 500.00
7	Install Sign	1	Each	\$ 350.00	\$ 350.00
8	3C/#8 Signal Cable	1	Lft	\$ 9.92	\$ 9.92
9	3C/#14 Signal Cable	1	Lft	\$ 10.04	\$ 10.04
10	5C/#14 Signal Cable	1	Lft	\$ 10.40	\$ 10.40
11	7C/#14 Signal Cable	1	Lft	\$ 10.94	\$ 10.94
12	2C/#16 Shielded Cable for Loops	1	Lft	\$ 15.50	\$ 15.50
13	Loop Installation (Saw Cut, place wire, sealant)	1	Lft	\$ 25.00	\$ 25.00
14	Tighten Span &Catenary and Tether Cable	1	Each	\$ 2,120.00	\$ 2,120.00
15	Install Signal Head	1	Each	\$ 495.00	\$ 495.00
16	Install Pedestrian Signal Head or Insert	1	Each	\$ 350.00	\$ 350.00
17	Adjust Detector Housing to Grade	1	Each	\$ 800.00	\$ 800.00
18	Installation of Detector Housing	1	Each	\$ 600.00	\$ 600.00
19	Adjust Handhole to Grade	1	Each	\$ 450.00	\$ 450.00
20	Cabinet Foundation Expansion	1	Each	\$ 1,500.00	\$ 1,500.00
21	Install Tether Cable	1	Each	\$ 1,320.00	\$ 1,320.00
22	Install or Replace Traffic Signal Controller Cabinet	1	Each	\$ 1,750.00	\$ 1,750.00
23	Install Traffic Signal Pole & Mast Arm	1	Each	\$ 2,640.00	\$ 2,640.00
24	Install Traffic Signal Strain Pole	1	Each	\$ 1,980.00	\$ 1,980.00
25	Pedestal Foundation, Type"A"	1	Each	\$ 1,500.00	\$ 1,500.00
26	Controller Foundation, Type "M"	1	Each	\$ 1,980.00	\$ 1,980.00
27	Controller Foundation, Type "P-1"	1	Each	\$ 1,980.00	\$ 1,980.00

28	Signal Mast Arm Foundation,2'-6"x2'-6"x6'-0	1	Each	\$ 3,500.00	\$ 3,500.00
29	Signal Mast Arm Foundation,3'-0"x3'-0"x7'-0	1	Each	\$ 4,000.00	\$ 4,000.00
30	Steel Strain Pole Foundation,3'-0" Dia x 12"-0"	1	Each	\$ 7,500.00	\$ 7,500.00
31	RRFB foundation	1	Each	\$ 1,600.00	\$ 1,600.00
32	Install RRFB Assembly	1	Pair	\$ 300.00	\$ 300.00
33	Install 2" Galvanized Steel Conduit	1	Lft	\$ 24.00	\$ 24.00
34	Install New Handhole	1	Each	\$ 600.00	\$ 600.00
35	Install or Replace Electrical Service Point	1	Each	\$ 1,300.00	\$ 1,300.00
36	Install Disconnect Hanger	1	Each	\$ 515.00	\$ 515.00
37	Install Span, Catenary & Tether w/Fittings	1	Lft	\$12.00	\$ 12.00
38	Fiber Optic Interconnect Cable	1	Lft	\$4.00	\$ 4.00
39	Flasher - Strobe Bulb Replacement	1	Each	\$ 315.00	\$ 315.00
40	Install Pedestal Mounted Flasher	1	Each	\$ 2,150.00	\$ 2,150.00
41	Install Pedestrian Push Button and Sign	1	Each	\$ 348.00	\$ 348.00
42	Install Traffic Signal Battery Backup Cabinet	1	Each	\$ 650.00	\$ 650.00
43	Install Traffic Signal Battery Backup UPS	1	Each	\$ 750.00	\$ 750.00
44	Install Traffic Signal Battery Backup Replacement Batteries (furnished by City)	1	Per Cabinet	\$ 450.00	\$ 450.00
45	Furnish and Replace bulb/element in backlit street name signs	1	Each	\$ 400.00	\$ 400.00
46	Skilled Laborer	1	Per Hour	\$ 99.00	\$ 99.00
47	Unskilled Laborer	1	Per Hour	\$ 89.00	\$ 89.00
48	Boom Truck	1	Per Hour	\$ 65.00	\$ 65.00
49	Aerial Truck	1	Per Hour	\$ 65.00	\$ 65.00
50	Signal Maintenance Truck	1	Per Hour	\$ 55.00	\$ 55.00
51	Service Call	1	Each	\$ 297.00	\$ 297.00
TOTAL					\$ 116,262.80

RESOLUTION NO. R052824M

**RESOLUTION OF THE CITY OF FISHERS, INDIANA, BOARD OF PUBLIC WORKS
AND SAFETY APPROVING AGREEMENT FOR SIGNAL MAINTENANCE AND
INSPECTIONS
(Traffic & Parking Control Co Inc. (DBA TAPCO))**

WHEREAS, the City of Fishers, Indiana (“City”) desires to contract signal maintenance services on an as needed basis and required annual signal inspections (“Services”);

WHEREAS, the City’s Engineering Department solicited quotes from six vendors for the Services and two vendors responded with TAPCO being the lowest, responsible and responsive, said quote is attached hereto and incorporated herein as Exhibit A;

WHEREAS, the City desires to enter into an agreement substantially similar to the Agreement attached hereto and incorporated herein as Exhibit B (the “Agreement”) with Signal Construction, Inc.;

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

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

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

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

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 28th day of May, 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



Board Action Form

MEETING DATE	05-28-24			
TITLE	Request to approve agreement with Traffic & Parking Control Co Inc.(DBA TAPCO) for traffic signal maintenance inspection.			
SUBMITTED BY	Name & Title: Rich Bassett, Asset Manager Department: Engineering			
MEETING TYPE	☐ Work Session Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R052824M	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Lindsey Bennett</i>	
BACKGROUND (Includes description, background, and justification)	The Engineering Department solicited six vendors to submit quotes for traffic signal maintenance for annual inspections of signalized intersection equipment, as well as needed repairs, maintenance, and emergency response as needed. Two vendors submitted quotes to the City. The lowest and most responsive of these was TAPCO in the amount of \$116,262.80	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$116,262.80
	Expenditure \$:	
	Source of Funds:	MVH 2010 4010 - 43100
	Additional Appropriation #:	
	Narrative:	The budgeted amount is the sum of all quoted unit prices for both required annual inspections as well as a single unit price for each possible maintenance service that may be needed.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve
	2.	Deny
	3.	Table
	4.	
PROJECT TIMELINE	Unit Prices will be valid and in effect for supplies, installation, and service for a period of two years from acceptance of and approval by the Board of Public Works and Safety.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the resolution.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution R052824M 2. Exhibit A - Request For Quote submitted by Traffic & Parking Control Co Inc. (TAPCO) 3. Exhibit B - Agreement	

RESOLUTION NO. R052824N

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

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

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

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

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

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

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

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

Officer	Make	Model	Serial Number
Lt Andy Burks	Sig Sauer	320 9mm	58J456511

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

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

So Resolved by the City of Fishers Board of Public Works & Safety this 28th day of May, 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



Board Action Form

MEETING DATE	May 28, 2024			
TITLE	Request to Declare Certain Property as Surplus			
SUBMITTED BY	Name & Title: Ed Gebhart, Chief of Police			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: R052824N	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	

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

RESOLUTION NO. R0528240

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

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

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

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

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

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

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

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

Officer	Make	Model	Serial Number
Officer Matt Ruhnnow	Sig Sauer	320 9mm	58J443013

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

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

So Resolved by the City of Fishers Board of Public Works & Safety this 28th day of May, 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



Board Action Form

MEETING DATE	May 28, 2024			
TITLE	Request to Declare Certain Property as Surplus			
SUBMITTED BY	Name & Title: Ed Gebhart, Chief of Police			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: R0528240	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	

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

