

#### **BOARD OF PUBLIC WORKS AND SAFETY**

Tuesday, April 4, 2023 at 8:30 AM

### **Meeting Agenda**

Board of Public Works and Safety is held at Margerum City Hall, 222 North Chauncey Avenue, West Lafayette, IN 47906. Comments can be submitted to the Clerk's office by emailing clerk@westlafayette.in.gov.

#### 1. APPROVAL OF MINUTES

a. Approval of Minutes, March 28, 2023, Meeting

#### **Documents:**

@ March 28, 2023 Minutes

#### 2. NEW BUSINESS

a. Proclamation: Fair Housing Month - Mayor

#### **Documents:**

Fair Housing Month Proclamation

b. Elevation: Firefighter First Class - Thomas Clark - Fire

#### **Documents:**

Memo

c. Purchase: Dump Truck/Snow Plow - Lindco (via Sourcewell) - Street

#### **Documents:**

Memo and Quotation

d. Road Closure: Stadium Avenue (Salisbury Street to Maple Street) - Elevate Tree Care - Engineering

#### **Documents:**

Memo

e. Street Closure: Steely Street (West of S. Grant Street) - Resident Life Block Party - Police **Documents:** 

#### \_\_\_\_\_\_

Memo

f. Agreement: Right-of-Way Use - Installation of Law Enforcement Equipment - INDOT - Police

#### **Documents:**

- Memo
- Agreement
- g. Agreement: UV Air Purification System Safe Air UV Development

#### **Documents:**

- @ Memo
- Agreement
- h. Application: Scooter Mobility System Permit Veo Ride, Inc. Development

#### **Documents:**

- Memo
- Application

#### 3. **CLAIMS**

a. AP Docket - \$329,360.77

#### **Documents:**

@ BW AP \$329,360.77

b. AP Docket - \$22,320.54

#### **Documents:**

@ BW AP \$22,320.54

#### 4. INFORMATIONAL ITEMS

a. Legal Budget & Expenses - Controller

#### **Documents:**

b. Park Board Dockets

#### **Documents:**

@ PB AP \$27,843.26

@ PB AP \$18,955.09

- 5. **OTHER ITEMS**
- 6. **ADJOURNMENT**

Subject to approval at the April 4, 2023, Board of Works meeting.

City of West Lafayette, Indiana Board of Public Works and Safety MINUTES

March 28, 2023 8:30 a.m. Sonya L. Margerum City Hall Council Chambers

Members present were Jason D. Huber and Jeffrey W. Love. Clerk Sana G. Booker and M. Michelle Dearing were absent. Thomas J. Kent presided.

#### 1. APPROVAL OF MINUTES

a. March 21, 2023, Meeting

Mr. Huber moved to accept the minutes of the March 21, 2023, Board of Works meeting. Mr. Love seconded the motion.

The motion was adopted.

#### 2. NEW BUSINESS

a. <u>Proclamation: Center for Education and Research in Information Assurance and Security (CERIAS) Day – Mayor</u>

Mayor John Dennis explained that proclamations are done to show the City's support for endeavors that occur in the community. It is to affirm to those who are doing great jobs that we support them and will do anything we can to make acting on their passion easier. He read the first proclamation aloud:

#### **CERIAS Day Proclamation**

Whereas, The Center for Education and Research in Information Assurance and Security (CERIAS) at Purdue University, was founded in 1998, and

**Whereas**, it has been recognized globally for its expertise in issues of security, privacy, assurance, resiliency, trusted electronics and explainable A.I., and

Whereas, CERIAS has been contributing locally, nationally, and worldwide to cybersecurity workforce development and research for 25 years, and

**Whereas,** CERIAS's innovation is focused on privacy, computer and network protections, e-commerce safety, cybercrime prevention, investigation of computer-based terrorism and national defense, and

Whereas, CERIAS has made an impressive and lasting impact on cybersecurity and cyber-physical systems, since its inception, while working with Purdue students and alumni, esteemed faculty, dedicated industry partners, and with government agencies and military organizations, and

Whereas, CERIAS celebrates its 25th Anniversary in 2023, and

Whereas, I John R. Dennis, Mayor of the City of West Lafayette, Indiana do recognize March 30, 2023, as

#### **CERIAS Day**

**WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of West Lafayette to be affixed this 28th day of March 2023.

Mr. Huber moved that the CERIAS Day Proclamation be approved. Mr. Love seconded the motion.

The motion was adopted.

#### b. <u>Proclamation: Athletic Training Month – Mayor</u>

Mayor Dennis stated that there were several amazing athletic trainers while he was in high school, and he acknowledged that one of them, Dick Bossung, is in attendance today. Mayor Dennis read the proclamation aloud:

#### **Athletic Training Month Proclamation**

**WHEREAS**, the Purdue University Athletic Training Program was founded in 1953 as an educational program committed to serving students and enhancing the profession of athletic training, creating better health care for the population it serves; and

**WHEREAS**, athletic trainers from professional, collegiate, and high school teams; industries; physician offices; and rehabilitation clinics work together to promote and practice the profession of athletic training within West Lafayette Indiana; and

**WHEREAS**, athletic trainers have a long history of providing quality health care for athletes and persons engaged in regular physical activity; and

**WHEREAS**, athletic trainers are highly skilled health care professionals who specialize in immediate, acute and emergency care; examination, assessment and diagnosis; injury prevention; risk management; therapeutic intervention; and rehabilitation of injury and illness; and

**WHEREAS,** the National Athletic Trainers' Association represents and supports more than 45,000 members of the athletic training profession, including more than 1,300 athletic trainers in the State of Indiana; and

**WHEREAS**, leading organizations concerned with athletic training and health care have united in a common commitment to raise public awareness of the importance of the profession of athletic training and the role of athletic trainers in the provision of quality health care services; and

**WHEREAS,** it is the desire of West Lafayette Indiana to promote improved health care for athletes and all of those who engage in physical activity;

**NOW, THEREFORE,** I, John Dennis, Mayor of the City of West Lafayette, do hereby proclaim the month of March as National Athletic Training Month, and call upon residents of West Lafayette to join me in recognizing athletic trainers for their honorable work in keeping the community healthy.

PROCLAIMED this 28th day of March of 2023.

Mr. Huber moved that the Athletic Training Month Proclamation be approved. Mr. Love seconded the motion.

The motion was adopted.

#### c. Policy Updates: 2023 March Policy Updates - Police

Police Chief Troy Harris explained that part of being an accredited agency requires constant revision and updating of policies. Changes before the Board today reflect following State law and best practices.

Mr. Huber moved that the March 2023 Police Policy Updates be approved. Mr. Love seconded the motion.

Mr. Kent stated that the changes are impressive and show some of the wonderful things the West Lafayette Police Department is doing.

The motion was adopted.

d. <u>Alley Closure: Between University Street & Waldron Street – "Dia de la Familia" Event</u> – Police

Lieutenant Jason Philhower requested approval of an alley closure between University and Waldron Streets for the "Dia de la Familia" event hosted by the Latino Cultural Center. The closure will be on April 1, 2023, from 10:00 a.m. to 5:00 p.m.

Mr. Huber moved that the alley closure be approved. Mr. Love seconded the motion.

The motion was adopted.

e. <u>Street Closure: 5th Street (University Street to Waldron Street) – Spring Lu'au – Police</u> Lieutenant Philhower requested approval of a closure on a portion of 5<sup>th</sup> Street for a Spring Lu'au event hosted by the Asian American & Asian Resource & Cultural Center, in conjunction with two other cultural centers on that block. The closure is on April 21, 2023. The documentation lists the request for 6:00 a.m. to midnight, but after discussions with Purdue Police and Fire Departments, the start time will likely be moved closer to 9:00 a.m. to prevent interference with morning work and school traffic.

Mr. Huber moved that the street closure on  $5^{\text{th}}$  Street be approved. Mr. Love seconded the motion.

The motion was adopted.

f. <u>Intersection Closures: Grant Street Project – Engineering</u>

Engineering Technician Chris Gmyrek requested approval of various intersection closures related to the Grant Street Project, as listed below (all dates are for 2023):

- March 27<sup>th</sup> and March 28<sup>th</sup> Flagging traffic on Grant Street
- March 29<sup>th</sup> Sylvia Street closed at Grant
- March 30<sup>th</sup> Stadium Avenue closed at Grant
- April 3<sup>rd</sup> and April 4<sup>th</sup> Evergreen Street closed at Grant
- April 5<sup>th</sup> Flagging traffic on Grant Street
- April 6<sup>th</sup> Meridian Street closed at Grant

Mr. Huber moved that the intersection closures for Grant Street be approved. Mr. Love seconded the motion.

The motion was adopted.

## g. <u>Accept Sole Source Proposal: 2023 Trip Hazard Removal – Precision Concrete Cutting – Engineering</u>

Engineering Technician Gmyrek requested approval of an agreement with Precision Concrete Cutting for sole source services for the 2023 Trip Hazard Removal Project. The focus this year includes areas of Northwestern Avenue, Rose Street, Kingston Street, Lincoln Street, and Connolly Street. He explained that trip hazards under 2 inches can be shaved down, and there will be another project later this year to remove and replace hazards above 2 inches.

Mr. Huber moved that acceptance of the proposal from Precision Concrete Cutting be approved. Mr. Love seconded the motion.

The motion was adopted.

#### h. Sole Source Purchase: Toters - Best Equipment Co. - Street

Public Works Director Ben Anderson requested approval of a sole source purchase of Toters for trash and recycling of various sizes from Best Equipment. The total amount is \$45,120.50. He explained that Toter is the brand of cans we use in the City. They offer a 12-year warranty which is better than anyone else, and they are a durable can. He reminded that we provide residents with recycling cans, and any new subdivision home is also provided with a trash can. We otherwise require approved trash cans for all residents – it does not have to be ours, but we are the only ones to provide that warranty.

Mr. Huber moved that the purchase of toters from Best Equipment be approved. Mr. Love seconded the motion.

Mr. Kent asked if the cans have been holding up well over the years. Director Anderson responded that it was 2013 when we delivered the recycling containers to everybody, which then had a 10-year warranty, now 12. They are durable. The cans should generally last 20 to 25 years, though some break in extreme cold. He stated that we have been pleased with their durability and reliability, and he also thinks it makes the neighborhoods look nicer on trash day.

The motion was adopted.

#### i. Quote Acceptance: Traffic Paint and Beads – Joint Purchase with City of Lafayette – Street

Public Works Director Anderson stated that as we have done for many years, he is requesting approval to purchase traffic paint and beads with the City of Lafayette. Lafayette handled the quote process. The memo to the Board provides details of the paint

and bead types and the three vendors (Sherwin Williams, Ennis-Flint, and Jasper Industrial) to purchase them from. The grand total for our supplies is \$34,175.00, which will be used for redoing traffic lines and crosswalks.

Mr. Huber moved that the joint purchase of Traffic Paint and Beads with Lafayette be approved. Mr. Love seconded the motion.

In response to a question from Mr. Love, Director Anderson stated that we do mix those supplies ourselves. We use an air mixer while driving and spraying to mix 55-gallon drums. He noted that we used to mix it by having people shake 5-gallon buckets, so this is much better.

The motion was adopted.

## j. <u>Defer Notification of Proposals Award: City Buildings Air Purification System – Development</u>

Director of Development Erin Easter, after discussion with Corporation Counsel Eric Burns and Jeff Love about a couple of corrections needed on the memo provided to the Board, requested approval to defer notification of award for the City Buildings Air Purification System proposals to a later date than was listed on the proposal documents. The new date of award will be April 4, 2023. She explained that the Department needs additional time to review the six detailed submissions. She confirmed that only the proposals that arrived on time will be considered.

Mr. Huber moved that the proposal award deferment be approved Mr. Love seconded the motion.

The motion was adopted.

#### 3. CLAIMS

a. PR Docket \$835,686.46b. AP Docket \$19,526.99

Mr. Huber moved that the claims be approved. Mr. Love seconded the motion.

There were no questions or comments about the claims.

The motion was adopted.

#### 4. INFORMATIONAL ITEMS

a. Park Board Dockets

There were no questions or comments about the listing.

#### 5. OTHER ITEMS

- Fire Chief Jeff Need stated that he wants to make everyone aware that the Department will be doing extrication training at Station No. 3. In the past there have been calls to dispatch with concern about an accident. They will be using a school bus, a large truck, and a car for training which will be cut up and staged in a way that it could look like an accident.
- ➤ Parks Superintendent Kathy Lozano introduced the new Recreation Coordinator, Colin Miner. Mr. Miner will be creating programs for the Parks Department. She also reminded

everyone about the second annual Easter Egg Hunt event on April 1, 2023. She stated that there are around 15,000 eggs to be discovered all over Cumberland Park, so it has been very busy in the Parks Department. Mr. Miner noted that he will be the Easter Bunny as one of his first major assignments.

- Public Works Director Anderson stated that there will be an informational session tonight with residents who live near the Lindberg Road construction area. There will be a public input session in April for the design phase of the Soldiers Home Road Project that will be constructed in 2027 or 2028. He also noted that leaves will be picked up curbside during the month of April. He expressed congratulations to Chris Gmyrek who is getting married Saturday.
- ➤ Mr. Kent ended the meeting with a quote. "How far you go in life depends on your being tender with the young, compassionate with the aged, sympathetic with the striving and tolerant of the weak and strong. Because someday in your life you will have been all of these." George Washington Carver

#### ADJOURNMENT

There being no further business to come before the Board, Mr. Kent took the consent of the Board and adjourned the meeting.



#### **FAIR HOUSING MONTH 2023 PROCLAMATION**

WHEREAS The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex; including gender identity and sexual orientation, familial status, veteran status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS The City of West Lafayette is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS Our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS More than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS Acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

NOW THEREFORE BE IT RESOLVED that I, Mayor John R. Dennis, do hereby declare the month of April 2023 as

#### **Fair Housing Month**

In the City of West Lafayette as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of the City of West Lafayette.

Mayor John R. Dennis City of West Lafayette







Ensuring West Lafayette is always a safe and great place to work, live, and play.

TO: West Lafayette Board of Public Works & Safety

FROM: Jeff A. Need, Fire Chief

**DATE:** April 4, 2023

**SUBJECT:** Elevation – Firefighter First Class

The West Lafayette Fire Department respectfully requests Board of Works approval to elevate Thomas Clark from Entry Level Firefighter to Firefighter First Class, effective April 19, 2023.

Firefighter Clark has successfully completed his probationary year and all requirements within the department to elevate his rank.

The new bi-weekly salary will be \$2,675.46.

Your consideration is greatly appreciated.

Respectfully submitted,

Jeff A. Need

Fire Chief, City of West Lafayette

Copies: Human Resources

City Clerk

Payroll Administrator

Personnel File



March 29, 2023

#### Memo

TO: Mayor Dennis and Board of Public Works Members

FROM: Ben Anderson, Public Works Director RE: Request for Approval to Purchase

The West Lafayette Motor Vehicle Highway Department is requesting approval from the Board of Works to purchase one new Ford F-650 chassis with Lindco snow equipment from Lindco Equipment Sales for a total cost of \$208,353.00. This will be paid with MVH funds.

The truck would be purchased using the Sourcewell contract (formally known as (NJPA) National Joint Powers Alliance) cooperative pricing. Sourcewell secures national contracts for its members meeting the bid requirements for government purchasing.

Your consideration is greatly appreciated.



Voice: (219)795-1448 Fax: (219)736-0892

#### **Quoted To:**

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West Lafayette, City of 222 N. Chauncey West Lafayette, IN 47906 USA



# QUOTATION

Quote Number: 230249 Quote Date: Mar 24, 2023

Page: 1

Viking-Cives #080818-VCM

#### **TERMS & CONDITIONS OF QUOTE**

- > Quotes are only valid for 30 days from date of quote.
- > Quotes past 30 days must be requoted.
- > 25% restocking fee on all cancelled and returned orders.

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**TOTAL** 

Customer ID	Good Thru	Payment Terms	Sales Rep
West Lafayette-01	4/23/23	Net 30 Days	35878

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Quantity	Item	Description	Unit Price	Amount
		SOURCEWELL CONTRACT:		
		CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026		
		CONTRACT ITEM NUMBERS: SW-TK0500, SW-TK0506, SW-TK0544, SW-TK0556, SW-TK0554, SW-SP0100,		
		SW-SP0135, SW-SP0410, SW-SP0310  SOURCEWELL MEMBER:		
-		MEMBER NUMBER: 25961 MEMBER: City of West Lafayette		
		CONTACT: Ben Anderson TITLE: Street Commissioner PHONE: (765)775-5242		
		EMAIL: banderson@wl.in.gov  TERMS OF QUOTE:		
		***Due to the supply chain issues the following applies.***		
		* All quotes are only valid for thirty (30) days from date of quote.		
			Subtotal	Continued
			Sales Tax	Continued

25% Restock Fee on All Cancelled and Returned Orders



Voice: (219)795-1448 Fax: (219)736-0892

#### **Quoted To:**

West Lafayette, City of 222 N. Chauncey West Lafayette, IN 47906 USA Sourcewell Awarded Contract

### QUOTATION

Quote Number: 230249 Quote Date: Mar 24, 2023

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Viking-Cives #080818-VCM

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Customer ID	Good Thru	Payment Terms	Sales Rep
West Lafayette-01	4/23/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
		CHAROLO DAYMENT TERMO		
		CHASSIS PAYMENT TERMS:		
		* Ordered chassis must be paid for within 30		
		days of delivery to Lindco.		
		* In stock chassis must be paid for within 30		
		days of receiving your purchase order.		
		* All chassis are subject to price increases		
		up until time of delivery to Lindco.		
		EQUIPMENT PAYMENT TERMS:		
		OPTION 1:		
		* Pay for equipment within 30 days of		
-		purchase order date.		
		* You are guaranteed no price increases on		
		equipment.		
		OPTION 2:		
		* Net 30 days payment after completion of		
		chassis with all equipment.		
		* Will be subject to all price increases up		
		until time of completion.		
		ESTIMATED DELIVERY TIME FRAME:		
		* Allow approximately 300-400 days for		
			Subtotal	Continued
			Sales Tax	Continued

25% Restock Fee on All Cancelled and Returned Orders

TOTAL	Continued
Sales Tax	Continued



Voice: (219)795-1448 Fax: (219)736-0892

#### **Quoted To:**

West Lafayette, City of 222 N. Chauncey West Lafayette, IN 47906 USA Sourcewell
Formerly NJPA

Awarded Contract

## QUOTATION

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Page: 3

Viking-Cives #080818-VCM

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**TOTAL** 

Customer ID	Good Thru	Payment Terms	Sales Rep
West Lafayette-01	4/23/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
		chassis to be in stock at Lindco after		
		receiving your purchase order.		
		* Allow approximately 200 days for all		
		equipment to be in stock at Lindco after		
		receiving your purchase order.		
		* Allow approximately 120-180 days to		
		complete units, once all equipment and		
		chassis are in stock at Lindco.		
		SUMMARY OF QUOTE:		
		********		
		SOURCEWELL TOTAL PRICE:		
1.00		Truck & equipment per below items mounted and fully operational.	208,353.00	208,353.00
		SOURCEWELL CHASSIS:		
1.00		2023 F-650 Regular Cab		
		* 4 x 4		
		* 7.3L V8 Gas		
		* 158" Wheelbase		
		* 84" CA		
		* PTO Provision		
		I	Subtotal	Continued
			Sales Tax	Continued

25% Restock Fee on All Cancelled and Returned Orders



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#### **Quoted To:**

West Lafayette, City of 222 N. Chauncey West Lafayette, IN 47906

USA



# QUOTATION

Quote Number: 230249 Quote Date: Mar 24, 2023

Page: 4

Viking-Cives #080818-VCM

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**TOTAL** 

Customer ID	Good Thru	Payment Terms	Sales Rep
West Lafayette-01	4/23/23	Net 30 Days	35878

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Quantity	Item	Description	Unit Price	Amount
		* Power equipment group		
		* Snow plow prep package		
		COMBO BODY:		
1.00	933113135W15Z12	Lindco 11' Muni Dump & Spreader One-Ton		
		Body, Conveyor, 304 stainless construction,		
		* 11' L		
		* 84" wide I.D.		
		* 96" Wide O.D.		
		* 3 Cubic Yards without sideboards on it		
		* 10GA (304 SS) front, sides & tailgate		
		* Steel Cover Plate		
		* Manual tailgate		
		* Two (2) oval cutouts in each rear corner		
		post		
		* Crossmemberless understructure		
		* DA Hoist (Less hydraulics)		
		* Body hoist prop		
		* All Stainless Steel Tailgate hardware &		
		linkage		
		* SS TG chains		
		* Light kit "harness only"		
		* Dual 80 Gallon Prewet Tank		
		* Dual Aluminum Top Side Toolboxes,		
		16x13x96		
		'	Subtotal	Continu
			Sales Tax	Continu

25% Restock Fee on All Cancelled and Returned Orders



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West Lafayette-01	4/23/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
2.00	1751661	Buyers, toolbox, aluminum, topsider, 16 x		
		13 x 96		
1.00	9331018	Buyers shield, cab, MDS, 18" SST, * 1/4		
		Integral Enclosed Cab Shield w/slotted		
		window & 14 ovals, Six (6) facing front, Six		
		(6) facing rear, and One (1) in each		
		FULL FENDERS:		
1.00	MIN2260B	Minimizer Single Axle Fender Set, Black		
		Poly, 22.5" Dual Wheels		
1.00	B100BTPA	Minimizer Black Plastic Bolt-On Bracket Kit		
		MUD FLAPS:		
2.00	MFW2375-SS	Lindco Mud Flap Bolting Plate-Stainless Steel (Each)		
1.00	322418R	DuraGuard 3/8" HD 24" x 18" Poly Guard		
		Mud Flap - Black - with Lindco Equipment		
		Sales, Inc. Logo & Merrillville, IN molded		
		blue/white into flap (price per pair)		
		LIGHTING/ELECTRICAL:		
		BACK UP ALARM:		
1.00	510	Ecco back-up alarm, 97 dB, 12 VDC.		
	1	,	Subtotal	Continued
			Sales Tax	Continued

25% Restock Fee on All Cancelled and Returned Orders



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West Lafayette-01	4/23/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
		BODY UP LIGHT & SWITCH:		
1.00	B95W	Buyers Dump Body Up Indicator		
1.00	0800850	Imperial LED indicator light - red		
		LIGHTS:		
2.00	5626432	Buyers 6" oval LED STT/Backup/and Strobe		
		combination light (32 LED)		
12.00	SL65A0	Buyers LED amber oval strobe light with		
		rubber grommett		
		* (4) Forward facing in cabshield.		
		* (4) Rear facing in cabshield		
		* (1) Each side of cabshield		
		* (1) Each rear cornerpost		
4.00	LB3163 SST	Buyers Heavy Duty Steel Truck Lamp		
		Cabinet, Double light style, continuous		
		welded, stainless steel construction.		
		* Two (2) Boxes forward facing in cabshield,		
		(2) rear facing on cabshield		
2.00	LB383 SST	Buyers Heavy Duty Steel Truck Lamp		
		Cabinet, Single light style, continuous		
		welded, stainless steel.		
		* One (1) on each side of cabshield		
		* SS tubing between boxes		
		MASTER CIRCUIT BREAKER:		
1.00	175-S0-080-2	Chief 80 amp high amp circuit breaker.		
		JUNCTION BOX:		
2.00	055060	Velvac Electrical Junction Box		
	1		Subtotal	Continued
			Sales Tax	Continued

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Sales Tax

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	West Lafayette-01	4/23/23	Net 30 Days	35878

	Quantity	Item	Description	Unit Price	Amount
			SPREADER LIGHT:		
	1.00	MWL-19	Maxxima LED clear work light		
			PLOW LIGHTS:		
	1.00	0552243	J.W. Speaker LED Plow Lights; built-in		
			amber turn signal and lens heater. (Pair)		
	1.00	PLB12SS	Buyers stainless steel plow light brackets,		
			extended for 2 post mount lights		
			* Hood Mounted		
			PINTLE PLATE:		
	1.00		1/2" pintle plate		
	1.00	PH15	Buyers 15 ton rigid mount pintle hook		
	2.00	B38W	Buyers 1/2" drop forged D-ring w/weld on		
-			bracket 3-1/2" x 3-3/8" O.D.		
	1.00	054002	Velvac 7-Way Blade Type Socket (Male /		
			Truck Side)		
	1.00	054017	Velvac 7-Way Terminal Protector Boot		
	1.00	LPC-B-WW2	LED License Plate Light, Warm White		
	1.00	5621719	Buyers 17" rectangular ID marker light bar		
	2.00	055052	Velvac Six Way Socket		
	1.00	055050	Velvac 6 way plug without spring guard		
			SNOW PLOW:		
	1.00	SB10-WL	Wausau 10' x 40" high polymer trip edge		
				Subtotal	Continued

25% Restock Fee on All Cancelled and Returned Orders

Continued



Voice: (219)795-1448 Fax: (219)736-0892

#### **Quoted To:**

West Lafayette, City of 222 N. Chauncey West Lafayette, IN 47906

USA



### QUOTATION

Quote Number: 230249 Quote Date: Mar 24, 2023

Page: 8

Viking-Cives #080818-VCM

#### **TERMS & CONDITIONS OF QUOTE**

- > Quotes are only valid for 30 days from date of quote.
- > Quotes past 30 days must be requoted.
- > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
West Lafayette-01	4/23/23	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
		SnoBare plow w/power angling, w/deflector		
		hardware, plow markers, & SQH hitch &		
		truck plate.		
1.00	3712144	"Lindco" Snow Deflector 12"		
1.00	1308110	S.A.M. 36" blade guides		
		MID-MOUNT WING:		
1.00	VCM-PLWP-8	Viking 8' post less wing plow with all		
		hydraulics and mounting hardware		
		* Custom attachment with wing tube and		
		mounting plate		
		* S31703 FH11 Front Mast		
		* S33306 Front wing hinge		
		* S40417 Fixed rear support		
		* S60002 120WHD LD Wing		
		* S61045 Wing arms LD		
1.00		SuperSprings added to vehicle		
		LEAF SPRINGS:		
1.00	3AUX S	Austgen 3 leaf springs added to chassis to		
		support wing plow		
		HYDRAULIC SYSTEM:		
			Subtotal	Continued
			0.1	

25% Restock Fee on All Cancelled and Returned Orders

Sales Tax Continue



Voice: (219)795-1448 Fax: (219)736-0892

#### Quoted To:

West Lafayette, City of 222 N. Chauncey West Lafayette, IN 47906 USA Sourcewell
Formerly NJPA

Awarded Contract

## QUOTATION

Quote Number: 230249 Quote Date: Mar 24, 2023

Page: 9

Viking-Cives #080818-VCM

#### **TERMS & CONDITIONS OF QUOTE**

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**TOTAL** 

Customer ID	Good Thru	Payment Terms	Sales Rep
West Lafayette-01	4/23/23	Net 30 Days	35878

	Quantity	Item	Description	Unit Price	Amount
			PTO & PUMP:		
	1.00	CPTO 249FMLLX-B487	Certified Power Hot Shift PTO with direct		
			mounted pump for 2015 Ford F550		
			Transmission.		
			RESERVOIR & VALVES:		
	1.00	RESE MTCA3301000334	Certified Power 5 spool cable PVG32. SS		
			reservoir/valve assembly. Valve is 5		
			sections with manifold for hoist, plow, wing,		
			spinner & auger		
	1.00	PMCO DRV5HH	Certified Power cushion valve, adjustable		
			1300-1500 PSI.		
			CONTROLS:		
	1.00	ELCA FC2230002	Certified Power Freedom II 3 Stick Console		
			with 2 wing function		
-	2.00	ELCA SG07050685	Certified Power harness, molded tee CAN		
			male to 2X female.		
	1.00	ELCA SG07070375	Certified Power mic 5P male terminator.		
		ELCA SG07050740-001	Certified Power TPE cord set.		
		ELCA SG07050740-003	Certified Power TPE cord set.		
		ELCA SG07050730-003	Certified Power Brad Harrison TPE cable		
	1.00	ELCA SG07051147	Certified Power harness; F2 MDC external		
			lighting.		
		ELCA SG07010500	Certified Power Armrest Kit 3 Stick		
		ELCA SG07070319-30	Certified Power 30" upright tube.		
		ELCA SG07020004	Certified Power clamp knob, 2.5" diameter.		
	1.00	ELCA SG07010558	Certified Power TouchGuard 2 PDC with		
				Subtotal	Continued
				Sales Tax	Continued

25% Restock Fee on All Cancelled and Returned Orders



Voice: (219)795-1448 Fax: (219)736-0892

#### **Quoted To:**

West Lafayette, City of 222 N. Chauncey West Lafayette, IN 47906

USA



### QUOTATION

Quote Number: 230249 Quote Date: Mar 24, 2023

Page: 10

Viking-Cives #080818-VCM

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**TOTAL** 

Customer ID	Good Thru	Payment Terms	Sales Rep
West Lafayette-01	4/23/23	Net 30 Days	35878

	Quantity	Item	Description	Unit Price	Amount
			mounting plate		
	1.00	ELCA SG07051073	Certified Power F21-F22 main harness		
	3.00	ELCA SG07050722-002	Certified Power MFE ST/ST BPM 5 meter		
	1.00	ELCA SG07050731-002	Certified Power MFE ST/ST 5 meter wiring		
			harrness		
	1.00	ELCA SG07050638	Certified Power harness male 21' to splitter		
			2.		
	1.00	ELCA SG07070052	Certified Power Harness, 90 degree NPN		
			female to male TPE, for auger sense		
	1.00	ELCA SG07010267	Certified Power low oil shutdown w/ override		
			PTO shift installed.		
	1.00	ELCA SG07070121	Certified Power stainless float with BH		
			Corded Plug		
	1.00	ELCA SG07010482	Certified Power electric prewet drive box		
-			assembly.		
	1.00	NASW XP-1C-1000J	Certified Power nason switch. 1000 psi		
	1.00	LISC SG06070044-Harn	Certified Power wiring kit.		
	1.00	LISC SG06070044	Certified 12VDC Single Electric Pump		
			ML100 for Bulkhead Cable		
			STAINLESS STEEL TUBES FOR HOIST:		
	2.00	8-049 304W/FJX-108"	Mid-State 1/2"x9' 304 S/S Line with fittings		
	6.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing		
			STAINLESS STEEL TUBES FOR PLOW:		
	4.00	8-049 304W/FJX-72"	Mid-State 1/2"x6' 304 S/S Line with fittings		
	12.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing		
			QUICK COUPLERS FOR PLOW:		
L		1	1	Subtotal	Continued
				Sales Tax	Continued

25% Restock Fee on All Cancelled and Returned Orders



Voice: (219)795-1448 Fax: (219)736-0892

#### **Quoted To:**

USA

West Lafayette, City of 222 N. Chauncey West Lafayette, IN 47906

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Sourcewell
Formerly NJPA

Awarded Contract

### QUOTATION

Quote Number: 230249 Quote Date: Mar 24, 2023

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Viking-Cives #080818-VCM

#### **TERMS & CONDITIONS OF QUOTE**

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**TOTAL** 

Customer ID	Good Thru	Payment Terms	Sales Rep
West Lafayette-01	4/23/23	Net 30 Days	35878

	Quantity	Item	Description	Unit Price	Amount
Ī	4.00	H4F4-S	Dixon 1/2" male stainless steel nipple		
	4.00	4HF4-S	Dixon 1/2" female stainless steel coupler		
	8.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug		
			STAINLESS STEEL TUBES FOR		
			SPREADER:		
	2.00	8-049 304W/FJX-108"	Mid-State 1/2"x9' 304 S/S Line with fittings		
	6.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing		
	2.00	12-065 304W/FJX-108"	Mid-State 3/4"x9' 304 S/S Line with fittings		
	3.00	A3-19-A	PCI HD Series Clamps for 3/4" tubing		
	40.00	Hydraulic Oil	Hydraulic Oil		
	1.00		Hydraulic Adapters and Fittings		
	1.00		Hydraulic hoses		
	1.00		SS Sleeving		
-			PAINT & UNDERCOATING:		_
	1.00	PAINT PLOW HITCH	Paint Plow Hitch, Including lift arm, side		
			plates, bumper and lift cylinder black		
	1.00	PAINT HOIST & SUBFRA	Prime Where needed and Paint Hoist &		
			Subframe to black		
	1.00	PAINT PINTLE HITCH	Paint Pintle Hitch		
	1.00	PAINT WING BRACKETS	Sandblast & Paint Wing Brackets		
	1.00	Under Coat	Under coat dump body 11' body		
	1.00	PAINT-MISCEL	Paint Miscel		
			CAMERA SYSTEM:		
l			<u> </u>	Subtotal	Continued
				Sales Tax	Continued
				Caroo rax	Continued

25% Restock Fee on All Cancelled and Returned Orders



Voice: (219)795-1448 Fax: (219)736-0892

#### **Quoted To:**

West Lafayette, City of 222 N. Chauncey West Lafayette, IN 47906 USA

Sourcewell Awarded Contract

### QUOTATION

Quote Number: 230249 Quote Date: Mar 24, 2023

Page: 12

Viking-Cives #080818-VCM

#### **TERMS & CONDITIONS OF QUOTE**

- > Quotes are only valid for 30 days from date of quote.
- > Quotes past 30 days must be requoted.
- > 25% restocking fee on all cancelled and returned orders.

Heit Deiss

**TOTAL** 

Customer ID	Good Thru	Payment Terms	Sales Rep
West Lafayette-01	4/23/23	Net 30 Days	35878

Da a a mim ti a m

Quantity	Item	Description	Unit Price	Amount
1.0	0 MSF1128-ASA	MSF electric camera wash kit w/12V high		
1.0	WIGHT 1120 MGM	pressure pump & 30' tubing kit.		
1.0	0 A4693	Brigade color camera kit complete with		
		VBV-770D-000N 7" LCD color monitor,		
		VBV-701C color camera and 66' cable		
1.0	0 4475	Brigade Ram Mount		
	0 MSF5000	Stainless Steel Camera Box with "U" Pivot		
		Bracket (Rev. J, 091317).		
		MISC., FREIGHT, INSTALLATION:		
2,102.0	0 Misc.	Miscellaneous Material - includes any or all		
	of the following: wiring, electrical			
		connectors, tie downs, clamps, nut, bolts,		
		washers, steel, oil, grease, etc.		
4,198.0	0 FREIGHT	FREIGHT		
236.0	0 INSTALLATION	Lindco Installation Labor Hours		
			Subtotal	208,353.00
			Sales Tax	

25% Restock Fee on All Cancelled and Returned Orders

208,353.00





TO: Board of Public Works & Safety

FROM: Chris Gmyrek, Engineering Technician

**DATE:** April 4<sup>th</sup>, 2023

**SUBJECT:** Road Closure – Stadium Avenue– Engineering

The City of West Lafayette Engineering Department is requesting approval of a road closure on behalf of Elevate Tree Care. On April 4<sup>th</sup>, Stadium Avenue will be closed between Salisbury Street and Maple Street to allow for tree removal. Parking will be restricted on the south side of Stadium Avenue during this time as well.

Police and fire have been notified and proper vehicle and pedestrian signage will be in place during this time frame.

Thank you for your time.



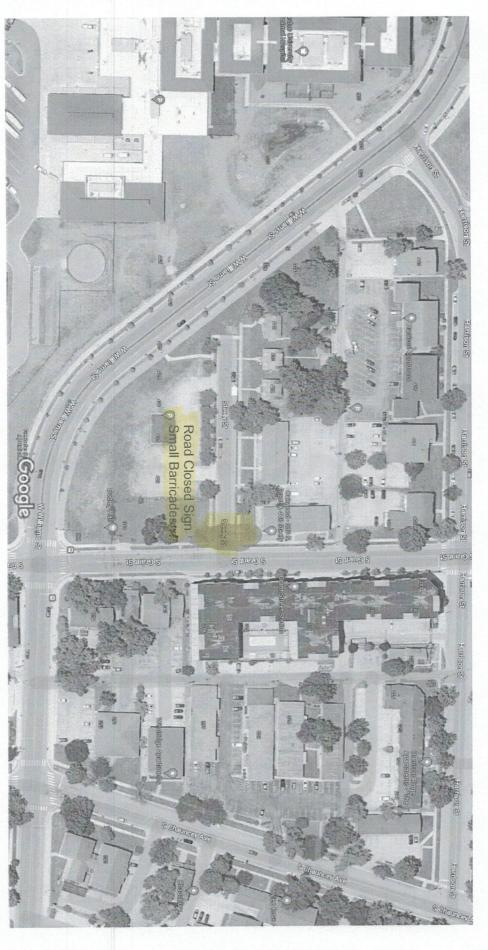
### BOARD OF WORKS STREET OR ALLEY CLOSING FORM

STREET:	Steely St. (west of S. Grant St.)
ALLEY:	
TIME:	4:30pm - 11:00pm
DATE:	Friday, April 28, 2023
FUNCTION:	Resident Life Block Party
ORGANIZATION	NAME & ADDRESS:
	UR Boiler Apartments
CONTACT PERS	ON & PHONE NUMBER:
	Claire Schnefke (317) 644-9731 <u>cschnefk@purdue.edu</u>
PERMISSION GR	RANTED: YES NO DATE
SPECIAL INSTRU	JCTIONS:
3:30PM, Monday-F Department Office. Easy and immediat	be used, they should be picked up at the Street Department Office by riday. A deposit of \$10/barricade will be required, to be left at the Street Replacement costs will be charged for loss or damage to the barricade. e access for emergency vehicles is to be maintained at all time. No rmanent structures are to be erected in the roadway.
place in the street of the enforcement of	rmission <u>only for the closing of a street or an alley</u> . Any function taking or alley is subject to the same restrictions as any other gathering, including the Noise Ordinance. Compliance with the law is the responsibility of Someone "in charge" should be present at all times.
	President
	Member
	Member
	Member
	Member

### Res Life Block Party, Steely St Friday, April 28, 2023 4:30 pm to 11 pm

Sign package for street closure:

2 small barricades and "Road Closed" sign on Steely St at S Grant St  $\,$ 



Imagery ©2023 CNES / Airbus, IndianaMap Framework Data, Maxar Technologies, Map data ©2023 Google 50 ft



## WEST LAFAYETTE POLICE DEPARTMENT

711 WEST NAVAJO STREET • WEST LAFAYETTE, INDIANA 47906 MAIN PHONE: 765-775-5200 • FAX: 765-775-5228

April 4, 2023

TO: Mayor John Dennis

West Lafayette Board of Works & Public Safety

FR: Deputy Chief David VanVactor

RE: Indiana Department of Transportation Agreement

I request Board approval to enter into an agreement with the Indiana Department of Transportation (INDOT) in order to install law enforcement equipment ("LEE") within state-owned or controlled right-of-way in Tippecanoe County in the interest of public safety and crime reduction.

Respectfully submitted,

Daw Zara

David VanVactor Deputy Chief

Copies: City Clerk

City Controller

#### **AGREEMENT**

#### Between

### THE INDIANA DEPARTMENT OF TRANSPORTATION

#### And

### WEST LAFAYETTE POLICE DEPARTMENT

For

#### INSTALLATION OF LAW ENFORCEMENT EQUIPMENT

This Agreement ("Agreement"), made and entered by and between the State of Indiana through the Indiana Department of Transportation (hereinafter referred to as "INDOT") and the West Lafayette Police Department, West Lafayette, Indiana (hereinafter referred to as the "WLPD") (collectively referred to as the "PARTIES") through their duly authorized and undersigned officials, is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

#### **RECITALS**

WHEREAS, the WLPD has requested to install law enforcement equipment ("LEE") along US 52 within state-owned or controlled right-of way in Tippecanoe County, Indiana in the interest of public safety; and

WHEREAS, the WLPD has agreed to pay the costs associated with the installation of the LEE; and

WHEREAS, the WLPD has agreed to maintain the LEE after the installations to the satisfaction of INDOT and pay for all costs associated with future maintenance; and

**WHEREAS**, the installations of the LEE will occur within state-owned or controlled right-of-way, as shown in **Exhibit A**, attached hereto, and incorporated herein; and

WHEREAS, it is of mutual interest for the PARTIES to cooperate in use of the state-owned or controlled right-of-way for the safety of the motoring public.

**NOW THEREFORE**, in consideration of the premises and the mutually dependent covenants herein contained, the PARTIES hereto agree as follows:

## ARTICLE I. PURPOSE AND TERM

1.1. <u>Preamble and Recitals.</u> The Preamble and Recitals recorded above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.

1.2. <u>Purpose.</u> The purpose of this Agreement is to delineate costs for installation of the LEE and the maintenance responsibilities, and the costs associated with said maintenance of the LEE.

#### 1.3. Term.

- **1.3.1. Effective date**. This Agreement shall become effective on the date it is approved by the Attorney General of Indiana or an authorized representative.
- **1.3.2.** Termination. The termination date is the earliest of:
  - A. If construction activities related to installation of the LEE permitted by this Agreement have not begun within one (1) year of the date of the issuance of the permit, this Agreement shall terminate; or
  - B. If the LEE installed by terms of this Agreement is removed from the stateowned or controlled right-of-way, this Agreement shall terminate on the date the LEE is removed.
- **1.4. INDOT Operations.** The LEE shall not create any adverse impact or interference to INDOT operations including without limitation right-of-way maintenance, traffic signals, or otherwise impact INDOT's maintenance of facilities.

## ARTICLE II. THE WLPD'S RESPONSIBILITIES

#### 2.1. Use and Compliance with Laws and INDOT Policy.

- **2.1.1.** The WLPD shall be solely responsible to ensure that the use of the LEE will be for law enforcement purposes only; and
- **2.1.2.** The WLPD shall be solely responsible to ensure that the data collected or derived from the LEE will not be used, sold, or otherwise transferred, for any purpose other than law enforcement, and only in compliance with applicable laws; and
- **2.1.3**. The WLPD agrees that the LEE and all information gathered or generated therefrom, and the WLPD's use of such information, shall be subject to compliance with INDOT Permit Operations Memorandum 21-02 (Exhibit C, which is attached hereto and fully incorporated herein by reference), all applicable state and federal laws (including applicable privacy protections), and all terms of this Agreement.
- 2.1.4. The WLPD agrees that any LEE installed within state-owned or controlled right-of-way must be placed in accordance with existing state and federal laws, rules, and regulations, as well as INDOT standards and specifications and all terms of this Agreement.

2.1.5. Failure by the WLPD to abide by the requirements of state or federal laws, INDOT Permit Operations Memorandum 21-02, or this Agreement with regard to use of the LEE or any information gathered or derived therefrom may result in immediate termination of this Agreement (as well as any other similar agreement the WLPD has entered with INDOT) and removal of all LEE equipment located on state-owned facilities or within state-owned or controlled rights-of-way.

#### 2.2. Design.

- 2.2.1. The WLPD shall be responsible for the preparation of the design of the LEE installations in accordance with the most recent version of INDOT's Standard Specifications and any subsequent revisions. Standard Specifications information is available from the INDOT website at: https://www.in.gov/dot/div/contracts/standards/book/index.html.
- 2.2.2 The design plans and specifications shall include, but not be limited to:
  - A. The proposed method of accomplishing the installations.
  - B. Details of all physical installations to be made.
  - C. Devices to be mounted on each structure.
- 2.2.3. The WLPD, or its representative, shall deliver one (1) electronic copy of the proposed plans and specifications for the LEE and associated work to the Fort Wayne District Permit Manager ("Permit Manager") for concurrence and approval as the final plan. INDOT shall approve the final plans and demonstrate its concurrence in the electronic permitting system.
- **2.2.4.** No changes to the final plans shall be made without written consent from INDOT. Approval for changes to the final plans shall be obtained from the Permit Manager. When approved, a change to the final plan shall be considered as if it was a part of the original final plan.
- **2.2.5.** The Permit Manager may request AS BUILT plans after installation upon final inspection.

#### 2.3. Construction.

- **2.3.1.** No construction work relating to the placement of the LEE permitted by this Agreement may begin within the state-owned or controlled right-of way until this Agreement is fully approved and executed by the Indiana Office of the Attorney General and a permit has been issued. No construction activity may begin within the state-owned or controlled right-of-way until approval of the final plans required in Section 2.2 is given by INDOT.
- **2.3.2.** The WLPD shall provide project supervision or shall employ a project engineer, independent from the contractor, to provide competent and adequate engineering,

- testing, and inspection services to monitor the contractor's work for compliance with the final plans.
- 2.3.3. The WLPD shall install or have a contractor perform the installation according to the final plans and any subsequent approved revisions at its sole expense. The performance of the installation shall be in accordance with INDOT's rules and regulations and all applicable state, federal and local laws.
- 2.3.4. At least one (1) week prior to beginning construction activities, the WLPD shall schedule a preconstruction meeting at a time and place convenient to the Permit Manager. Representatives of the WLPD shall attend the meeting. In addition, representatives of all agencies which will utilize the LEE, the designer, the project supervisor/engineer, the contractor, if any, and any affected utilities shall attend. Topics for discussion shall include but are not limited to:
  - A. the work plan;
  - B. the traffic control plan;
  - C. the inspection plan;
  - D. utility connectivity plan (independent power source);
  - E. a list of contact names with mailing addresses, telephone/fax numbers, and email addresses; and
  - F. the criteria for using the LEE.
- **2.3.5**. The WLPD shall notify the Permit Manager at least five (5) working days prior to commencing work on the installation of the LEE.
- **2.3.6.** All work and materials shall be in accordance with the most current version of the INDOT Standard Specifications and subsequent revisions. When a category of materials or equipment specified for this installation is listed on the INDOT list of approved materials, any such materials or equipment specified for this installation shall be selected from the INDOT list of approved materials.
- **2.3.7.** The installation work shall be performed in a manner and quality meeting the satisfaction and approval of INDOT with regard to proper highway engineering and planning.
- 2.3.8. During construction, INDOT may inspect the installation. INDOT will promptly notify the WLPD or the project supervisor/engineer, verbally or in writing, of any deficiencies. The WLPD will correct or have a contractor correct such deficiencies. The inspection by INDOT does not relieve the WLPD or the project supervisor/engineer of the responsibility to inspect and construct the LEE and appurtenances in accordance with the final plans and specifications as required herein.
- **2.3.9.** Prior to activation of the LEE, a final inspection will be required. Representatives of the District Traffic Engineer will witness the inspection. The WLPD may attend

the inspection. The final inspection will include the activation of the LEE at each location to verify proper operation to the satisfaction of the WLPD and INDOT.

#### 2.4. Financial Responsibilities.

- **2.4.1.** The WLPD shall be solely responsible to pay all costs associated with the design, construction, and installation of the LEE. Under no circumstances shall INDOT be responsible for any costs associated with the design, construction, and installation of the LEE.
- **2.4.2.** The WLPD shall be solely responsible to pay all costs associated with the maintenance of the LEE. Under no circumstances shall INDOT be responsible for any costs associated with maintenance of the LEE.
- 2.4.3. The WLPD shall be solely responsible for obtaining utility service and all costs associated with the utility service for the LEE. Any separately metered utilities shall be billed directly to the WLPD, and INDOT shall have no obligation with respect thereto. Any utility fees related to utilities that are not separately metered shall be prorated by INDOT, on a reasonable basis and the WLPD shall pay any amount owed within thirty (30) days of receiving an invoice for the same.

#### 2.5. Maintenance and Operations.

- **2.5.1.** The WLPD shall be responsible for maintaining the LEE at all times. Maintenance activities shall not create an adverse impact to or interfere with the safety and travel of the motoring public.
- 2.5.2. The WLPD shall ensure that the installation and location of the LEE and areas of the state-owned or controlled right-of-way used for the LEE be in substantial conformity with **Exhibit A**, which is attached hereto and fully incorporated herein by reference. INDOT shall have the right to terminate this Agreement and order removal of the LEE if, in INDOT's sole discretion, it is determined that the location of the LEE substantially deviates from the plans shown in **Exhibit A**, which is attached hereto and fully incorporated herein by reference, subject to the notification provisions contained herein.
- 2.5.3. The WLPD shall notify INDOT and submit a Maintenance of Traffic (MOT) plan five (5) business days prior to any maintenance activities if such activities require lane closures or traffic restrictions.
- 2.5.4. When performing work within state-owned or controlled right-of-way, the WLPD shall at all times adhere to the traffic control measures found in the most recent version of the Indiana Manual on Uniform Traffic Control Devices, Interstate Highway Lane Closure Policy and the Indiana Department of Transportation Policies, Processes & Procedures on Work Zone Safety & Mobility.

- 2.5.5. The WLPD, or its representative, shall contact, by any means, the Permit Manager a minimum of one (1) business day, before performing routine maintenance on LEE located within state-owned or controlled right-of-way. Routine maintenance shall not be performed on a weekend, holiday, or after normal business hours. For maintenance of LEE located in or on a traffic signal, an INDOT signal technician may be present during this maintenance activity.
- 2.5.6. In the course of emergency maintenance due to equipment knock down caused by vehicular accident or acts of nature, INDOT or its representative will attempt, using normal diligence, to salvage for re-use any LEE that has been knocked down. INDOT will not reinstall LEE. INDOT will not ensure that any LEE removed for salvage is functional. The WLPD, or its representatives, shall assure that the LEE is functional before attempting to reinstall the LEE.
- **2.5.7.** The WLPD may request in writing that locations within state-owned or controlled right of way be added to or removed from **Exhibit A.** A formal amendment to this Agreement will be required before a change in the location is effective.
- 2.5.8. If after appropriate review, INDOT determines that any LEE or appurtenances installed on the state-owned or controlled right-of-way by terms of this Agreement (a) have become substandard, (b) conflict with future improvements or other necessary installations, (c) are not being properly maintained, (d) are being misused, or (e) if this Agreement is terminated, INDOT may order modification, relocation or removal of the LEE. A contractor employed by the WLPD shall perform the removal or modification within sixty (60) days of notice to the WLPD from INDOT at the WLPD's sole expense.
- 2.5.9. Any use of the right-of-way permitted by this Agreement remains secondary to the interest of INDOT to use the right-of-way for highway or other transportation purposes. The WLPD agrees that it shall surrender the right-of-way upon which the LEE is located, whether in part or in its entirety, if, in INDOT's sole discretion, the right-of-way or any portion thereof is required for future expansion, modification, or maintenance of US 52. The WLPD understands and agrees that it shall not be entitled to any damages or any other compensation in the event that INDOT requires complete or partial removal of the LEE for any reason.
- 2.5.10. Prior to constructing any additional improvements within state-owned or controlled right-of-way, the WLPD shall apply for a permit for all construction by the WLPD (or other parties contracted by the WLPD) within state-owned or controlled right-of-way. This Agreement in no way binds INDOT to the issuance of any permit to the WLPD. However, INDOT agrees, in good faith, to review the WLPD's application, and if appropriate, issue a permit to the WLPD.
- 2.5.11. The WLPD shall be responsible for the WLPD's improvements within the state owned or controlled right-of-way. To the extent permitted by law, the WLPD shall indemnify and hold INDOT harmless for any claims arising out of the above-said

items within the state-owned or controlled right-of-way. This is in addition to representations provided under Section 4.22 of this Agreement. This section of this Agreement shall survive termination of this Agreement.

**2.5.12.** The WLPD shall perform all work permitted under this Agreement to INDOT's reasonable satisfaction, as determined at the discretion of INDOT, and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations.

# ARTICLE III. INDOT'S RESPONSIBILITIES

- 3.1. INDOT shall have approval authority for the WLPD's design, construction, and maintenance plans and for any improvements on US 52 located within state-owned or controlled right-of-way. Such review and approval shall be completed within a reasonable timeframe.
- 3.2. INDOT may inspect the work of the LEE installation at any time and shall notify the WLPD of any deficiencies to be remedied. INDOT does not own, nor is it assume any responsibility for the LEE.
- 3.3. Under no circumstances shall INDOT be responsible for any costs of design, construction, maintenance, improvements, operation, regulation, or removal of the LEE.
- 3.4. In the event that the WLPD fails to install the LEE in accordance with this Agreement or to complete any necessary maintenance of the LEE or remediate any damage caused in whole or in part by the LEE, in the interest of the safety of the motoring public, INDOT may complete any necessary repairs and invoice the WLPD for the total cost of the repair. The WLPD shall pay each invoice within thirty (30) days of issuance of the invoice. The WLPD's failure to pay any invoice received from INDOT may result in removal of the LEE from state-owned or controlled right-of-way.
- 3.5. Under no circumstances shall INDOT be responsible for collecting, maintaining, or storing any information obtained by the WLPD through the use of LEE.

## ARTICLE IV. GENERAL PROVISIONS

4.1. Access to Records. The WLPD shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the costs incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment, if any, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The WLPD agrees that, upon request by any agency participating in federally assisted programs with whom the WLPD has agreed to or seeks to agree to, INDOT may release or make available to the agency any working papers from an audit performed by INDOT

- of the WLPD in connection with this Agreement, including any books, documents, papers, correspondence, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 4.2. <u>Assignment; Successors.</u> [OMITTED NOT APPLICABLE]
- 4.3. <u>Assignment of Antitrust Claims.</u> [OMITTED NOT APPLICABLE]
- **4.4.** Audits. The WLPD acknowledges that it may be required to submit to an audit of funds, if any, paid through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, et. seq., and audit guidelines specified by the State.
- **Authority to Bind the WLPD.** The signatory for the WLPD represents that he/she has been duly authorized to execute this Agreement on behalf of the WLPD and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the WLPD when his/her signature is affixed and accepted by the State.
- **Changes in Work.** The WLPD shall not commence any additional work or change the scope of the work until authorized in writing by the State. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
- **4.7.** Certification for Federal Aid Contracts Lobbving Activities. The WLPD certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the WLPD has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
  - A. No federal appropriated funds have been paid or will be paid, by or on behalf of the WLPD, 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 agreements, 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 agreement, grant, loan, or cooperative agreement.
  - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - C. The WLPD also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$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.

# 4.8. Compliance with Laws.

- A. The WLPD shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the WLPD to determine whether the provisions of this Agreement require formal modification.
- B. The WLPD and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et. seq. and the regulations promulgated thereunder. If the WLPD has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the WLPD shall ensure compliance with the disclosure requirements in IC §4-2-6-10.5 prior to the execution of this Agreement. If the WLPD is not familiar with these ethical requirements, the WLPD should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website athttp://www.in.gov/ig/. If the WLPD or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the WLPD. In addition, the WLPD may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. [OMITTED NOT APPLICABLE]
- D. [OMITTED NOT APPLICABLE]
- E. [OMITTED NOT APPLICABLE]
- F. The WLPD warrants that the WLPD and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.
- G. [OMITTED NOT APPLICABLE]
- H. As required by IC §5-22-3-7:
  - (1) The WLPD and any principals of the WLPD certify that:
    - (A) the WLPD, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC §24-4.7 [Telephone Solicitation of Consumers];
- (ii) IC §24-5-12 [Telephone Solicitations]; or
- (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

- (B) the WLPD will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The WLPD and any principals of the WLPD certify that an affiliate or principal of the WLPD and any agent acting on behalf of the WLPD or on behalf of an affiliate or principal of the WLPD, except for de minimis and nonsystematic violations,
  - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
- 4.9. <u>Condition of Payment.</u> [OMITTED NOT APPLICABLE]
- 4.10. Confidentiality of State Information. [OMITTED NOT APPLICABLE]
- 4.11. Continuity of Services. [OMITTED NOT APPLICABLE]
- 4.12. Debarment and Suspension. [OMITTED NOT APPLICABLE]
- 4.13. Default by State. [OMITTED NOT APPLICABLE]
- 4.14. Disputes. [OMITTED NOT APPLICABLE]
- 4.15. Drug Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the WLPD hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The WLPD will give written notice to the State within ten (10) days after receiving actual notice that the WLPD, or an employee of the WLPD in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the WLPD certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the WLPD's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the WLPD's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the WLPD of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs A. through E. above.
- **4.16.** Employment Eligibility Verification. As required by IC §22-5-1.7, the WLPD swears or affirms under the penalties of perjury that the WLPD does not knowingly employ an unauthorized alien. The WLPD further agrees that:
  - A. The WLPD shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The WLPD is not required to participate should the E-Verify program cease to exist. Additionally, the WLPD is not required to participate if the WLPD is self-employed and does not employ any employees.
  - B. The WLPD shall not knowingly employ or contract with an unauthorized alien. The WLPD shall not retain an employee or contract with a person that the WLPD subsequently learns is an unauthorized alien.

C. The WLPD shall require its subcontractors, who perform work under this Agreement, to certify to the WLPD that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The WLPD agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the WLPD fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

# 4.17. Employment Option. [OMITTED - NOT APPLICABLE]

- 4.18. Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as "Force Majeure Event"), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 4.19. <u>Funding Cancellation.</u> As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- **4.20.** Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

# 4.21. <u>HIPAA Compliance</u>. [OMITTED – NOT APPLICABLE]

- **4.22.** <u>Indemnification.</u> The WLPD agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third-party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the WLPD and/or its subcontracts, if any, in the performance of this Agreement. The State shall not provide such indemnification to the WLPD.
- 4.23. <u>Independent Entity; Workers' Compensation Insurance</u>. The WLPD is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the PARTIES. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other Party. The WLPD shall provide all necessary

- unemployment and workers' compensation insurance for the WLPD's employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.
- 4.24. <u>Indiana Veteran Owned Small Business Enterprise Compliance.</u> [OMITTED NOT APPLICABLE]
- 4.25. <u>Information Technology Enterprise Architecture Requirements.</u> [OMITTED NOT APPLICABLE]
- **4.26.** <u>Insurance.</u> The WLPD shall cause and require the contractors installing or maintaining the LEE at each location listed in <u>Exhibit A</u> to secure and keep in force during the term of this Agreement the insurance coverages specified in the 2022 INDOT Standard Specifications.
- 4.27. Key Person(s). [OMITTED NOT APPLICABLE]
- 4.28. <u>Licensing Standards</u>. The WLPD, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the WLPD pursuant to this Agreement. The State will not approve any study, plans or work performed by the WLPD when the WLPD, its employees or contractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification, or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the WLPD shall notify the State immediately and the State, at its option, may immediately terminate this Agreement.
- **4.29.** Merger & Modification. This Agreement constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary PARTIES.
- 4.30. Minority and Women's Business Enterprises Compliance. [OMITTED NOT APPLICABLE]

# 4.31. Nondiscrimination.

A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the WLPD covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The WLPD certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination

based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the WLPD or any subcontractor.

B. INDOT is a recipient of federal funds, and therefore, were applicable, the WLPD and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The WLPD agrees that if the WLPD employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the WLPD will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The WLPD shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran.)

- C. During the performance of this Agreement, the WLPD, for itself, its assignees, and successors in interest (hereinafter referred to as the "WLPD") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
  - 1. <u>Compliance with Regulations</u>: The WLPD shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
  - 2. <u>Nondiscrimination:</u> The WLPD, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The WLPD shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation,

- including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the WLPD for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the WLPD of the WLPD's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- 4. <u>Information and Reports:</u> The WLPD shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the WLPD is in the exclusive possession of another who fails or refuses to furnish this information, the WLPD shall so certify to INDOT or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of the WLPD's noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the WLPD under the Agreement until the WLPD complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- 6. <u>Incorporation of Provisions:</u> The WLPD shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The WLPD shall take such action with respect to any subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the WLPD becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the WLPD may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the WLPD may request the United States of America to enter into such litigation to protect the interests of the United States of America.

**4.32.** <u>Notice to PARTIES.</u> Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

### A. For INDOT:

Justin Patterson
Crawfordsville District Permits Manager

41W 300N

Crawfordsville, IN 47933 Phone: 765-376-6769

Email: jpatterson l@indot.in.gov

# And with copy to:

Chief Legal Counsel and Deputy Commissioner Indiana Department of Transportation 100 North Senate Avenue, Room N758

Indianapolis, IN 46204 Email: kshelby@indot.in.gov

### B. For the WLPD:

David Van Vactor West Lafayette Police Department, Deputy Chief of Police

711 West Navajo St. Lafayette, IN 47901 Phone: 765-775-5216

Email: permits@bluewaterinc.com

# And with copy to:

Shelby Ferguson Flock Safety 1170 Howell Mill Rd, Unit 210

Atlanta, GA 30318 Phone: 772-643-5001

Email: shelby.ferguson@flocksafety.com

# 4.33. Order of Precedence; Incorporation by Reference. [OMITTED - NOT APPLICABLE]

# 4.34. Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE]

# 4.35. Payments.

A. All payments, if any, shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the WLPD

in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments, if any, will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.

# B. [OMITTED - NOT APPLICABLE]

**4.36.** Penalties, Interest and Attornev's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and §34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment, if any, shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

# 4.37 Progress Reports. [OMITTED – NOT APPLICABLE]

- 4.38. Prohibited Telecommunications and Video Surveillance Equipment and Services. In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the WLPD is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by: (A) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR (B) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Agreement. The WLPD shall be responsible to ensure that any contractors or subcontractors are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Agreement.
- **4.39.** Public Record. The WLPD acknowledges that the State will not treat this Agreement as containing confidential information and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

# 4.40. Renewal Option. [OMITTED – NOT APPLICABLE]

- **4.41.** Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.
- **4.42.** Status of Claims. The WLPD shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the WLPD resulting from services performed under this Agreement.

- **4.43.** <u>Substantial Performance.</u> This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.
- **4.44.** <u>Taxes.</u> The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the WLPD or its subcontractors as a result of this Agreement.
- 4.45. Termination for Convenience. [OMITTED NOT APPLICABLE]
- 4.46. Termination for Default. [OMITTED NOT APPLICABLE]
- 4.47. Travel. [OMITTED NOT APPLICABLE]
- 4.48. Waiver of Rights. No right conferred on either Party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the Party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Agreement shall 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, and the WLPD shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the WLPD's negligent performance of any of the services furnished under this Agreement.
- **4.49.** Work Standards. The WLPD shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards (or by ensuring that its subcontractors do the same). If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the State may request in writing the replacement of any or all such individuals, and the WLPD shall grant such request.
- **4.50.** State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained in the 2022 SCM Template) in any way except as follows: N/A.

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# Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.

# Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <a href="https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\_CUSTOM\_APPS.SOI\_PUBLIC\_CNTR">https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\_CUSTOM\_APPS.SOI\_PUBLIC\_CNTR</a> CTS.GBL

In Witness Whereof, the PARTIES have, through their duly authorized representatives, entered into this Agreement. The PARTIES, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

WEST LAFAYETTE POLICE DEPARTMENT

David VanVactor, Deputy Chief of Police

Date: 03/27/2023

# STATE OF INDIANA Indiana Department of Transportation

Recommended for approval by:

Shane Spears	3
Crawfordsville District Deputy Commission	er
Date: 2/27/2023	-
Executed By:	
	(FOR)
Michael Smith	
Commissioner	

Date: \_\_\_\_\_

# **APPROVALS**

STATE OF INDIANA Budget Agency

Ву:

(FOR)

Zachary Q. Jackson, Director

Date:

STATE OF INDIANA Department of Administration

By:

(FOR)

Rebecca Holwerda, Commissioner

Date:

Approved as to Form and Legality: Office of the Attorney General

By:

(FOR)

Theodore E. Rokita Attorney General

Date:



# INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue Room N758 Indianapolis, Indiana 46204 PHONE: (317) 233-6938

Eric Holcomb, Governor Joe McGuinness, Commissioner

PERMIT

**OPERATIONS** 

**MEMORANDUM 21-02** 

February 5, 2021

**TO:** District Deputy Commissioners

District Highway Maintenance Directors

District Technical Services Directors

District Permit Managers

FROM: Monica Hartke-Tarr

Statewide Permits Director

SUBJECT: LAW ENFORCEMENT EQUIPMENT ON STATE RIGHT-OF-WAY

## INTRODUCTION

This application was designed specifically for governmental law enforcement agencies to install and operate law enforcement equipment ("LEE") within state-owned or -controlled right-of-way ("state right-of-way"). LEE does not directly serve a transportation purpose; however, this non-highway use by governmental partners can accomplish public safety objectives that INDOT supports. Placement of LEE within right-of-way warrants careful consideration and evaluation by INDOT to determine if the placement is appropriate and in the public interest.

As of this writing, the primary LEE devices that are under consideration for permits are automated license plate readers ("ALPRs"), involving the use of specialized cameras and software that recognize a vehicle's license plate, capture an image of the license plate, and interpret the characters on the license plate into data to be used for public safety purposes. Other LEE devices intended to promote public safety and security may also be considered.

This memorandum clarifies the Department's position on guidelines on the specifics for applying for a Right-of-Way Occupancy Permit, along with the submittal for placement of LEE within state right-of-way. It establishes permitting requirements for all future use of state right-of-way for these purposes.

## BACKGROUND

ALPRs, a type of LEE, are computer-controlled camera systems, typically mounted on poles, highway sign structures, mobile trailers, or law enforcement vehicles. Federal, state, and local law enforcement agencies are requesting to place ALPRs along state right-of-way. This policy guidance is designed specifically for law enforcement agencies, to assist them in their public safety efforts using LEE in intelligence and investigations. Justice entities are turning to new technology to help solve crimes, recover abducted children, detect trafficking rings, and support terrorism investigations.

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In considering this request, INDOT also recognizes the importance of assuring that individual privacy, civil rights, and liberties are vigorously protected. Law enforcement agencies should put into place appropriate policies and procedures to guard against possible errors and other potential problems. INDOT's partnership is provided with an expectation that all LEE including ALPRs will be employed in ways that strengthen trust and public confidence through the effective and responsible use of the technology. INDOT is not responsible for collecting, maintaining, or storing any information obtained by law enforcement agencies through the use of LEE.

# **USE OF RIGHT-OF-WAY**

Pursuant to Ind. Code Title 8, Article 23, Chapter 2, and 105 IAC Art. 7, INDOT's Permits Division is authorized to establish permit requirements and restrictions for all use and work performed in state right-of-way.

The rights and privileges granted in a LEE permit are not be construed to be any broader than those expressly set out in this policy, regardless of the language used in the permit. Any LEE installed within state right-of-way must be placed in accordance with existing federal and state laws, rules, and regulations, as well as INDOT standards and specifications.

## PERMIT APPLICATION

The following steps outline how a law enforcement agency may apply for this type of permit using INDOT's Electronic Permit System (EPS):

- The applicant logs in to EPS.
  - o The application must be made by a law enforcement agency.
  - o If a new EPS account is needed, the applicant may register on the login screen.
- After logging in, the applicant can create a new permit, selecting Right-of-Way Permit Type "Above Ground Occupancy" and Subtype "Law Enforcement Equipment."
- The applicant would then complete the required information (location, applicant information, details, etc.)
  - EPS asks for a single location for the permit assigned by a dropped pin on the map of the "Location" section. If the permit will cover multiple installations, select a location for one of the installations.
    - O Details of the location of all installations will be required in the supplemental documentation for the permit application.
    - o Although a permit application may propose multiple installations, the installations must all be on the same route (roadway). Installations on a different route should go in a separate permit application.
  - o The application fee will be waived for governmental entities. The applicant can check the box, "This company is eligible to have its fees waived."
  - o If the installation will be made on freestanding breakaway poles without any connections (such as power), the permit bond requirement may be waived if the

application includes a completed <u>Bond Waiver form</u>. INDOT may require a bond as necessary, depending on the proposal.

- The applicant would then upload the following required supporting documentation:
  - o Conceptual layout detailing the location of each installation: The applicant should submit plans (maps or drawings) to show exact locations of the equipment and installation methods. The plans should include the following information:
    - o Type of camera or device, power source (not provided by INDOT), mounting details, location, height of any freestanding poles, and all other pertinent data;
    - Map(s) showing each installation and its placement relative to the roadway (and in the case of Interstate installations involving freestanding poles, the clear zone);
    - o Latitude and longitude coordinates for the location of each installation;
    - o For installations requiring any excavation or ground disturbance, depth, and method of excavation; and
    - o If the equipment connects to electrical or utility service (electric or utility service will not be provided by INDOT), full details regarding that connection, its source(s), and the installation methods for the connection, which may require its own permit.
  - o Maintenance of traffic (MOT) documentation, documenting how traffic will be safely accommodated while work and equipment occupies right-of-way during construction, installation, maintenance, and removal.
  - o Bond Waiver (see item on bond requirements above)
  - o If the proposed location of the LEE is in another jurisdiction, a letter of no objection from the governing authority of the other jurisdiction regarding the proposed location(s).

# ADDITIONAL PERMITTING REQUIREMENTS

- Statement of use and purpose: The application must include a statement that certifies the specific use and purpose of the LEE including how it serves the public interest. LEE may be used for law enforcement purposes only. The use, sale, or transfer of data for any purpose other than law enforcement will not be allowed under a LEE permit.
- Signed agreement: Prior to approval of a LEE permit, the law enforcement agency must enter into an agreement with INDOT regarding installation, construction, and all necessary maintenance of the LEE. The agreement can cover multiple permits coming from the same agency. INDOT will provide an agreement, drafted by its legal department after submission of the application.
  - o At minimum, the agreement must be signed by the applicant agency or its authorized representative before the permit may be approved.
  - o If, after an agreement is executed, the permittee wishes to add additional installations at a later time, that will require a new agreement to amend the existing agreement.

- An INDOT LEE permit is also contingent upon all other necessary permits or compliance
  with federal, state, and local laws, rules, and regulations, including privacy protections for
  the use of LEE and resulting information.
- Installations on Interstate right-of-way require approval from the Federal Highway Administration (FHWA), which will be coordinated by INDOT as part of its review process.
- Interstate installations will also require approval by the INDOT Traffic Engineering Division (INDOT's Traffic Engineering Director) and will only be allowed near or at interchanges or overpasses.
- Traffic Engineering review for installations not involving Interstates will occur at the District level.
- Installation locations and layout must not interfere with current or future INDOT roadway projects, including future preservation or expansion plans.
- Prior to applying, the LEE permit applicant is responsible for contacting any other
  agencies with overlapping or adjacent jurisdiction at the proposed location(s) to ensure
  that LEE is installed no more than necessary and to avoid redundancy. For example, in
  cases of installations on Interstate right-of-way, local law enforcement agencies should
  contact the Indiana State Police. INDOT is not responsible to determine or coordinate
  issues of law enforcement jurisdiction.
- Installations requiring digging including for new freestanding breakaway poles requires review by environmental staff at the INDOT District to ensure compliance with all applicable environmental laws and regulations.

# Installation of LEE on FHWA-compliant breakaway poles:

- o LEE may be installed on a freestanding breakaway pole.
- On Interstate right-of-way, no freestanding pole may be installed within 100% of the clear zone, and preferably should not be located within 200% of the clear zone.
  - For example, if the Interstate clear zone is 30 feet, an enhancement will not be allowed within 60 feet of the roadway (200% of 30 feet), except as allowed below.
  - A freestanding pole on Interstate right-of-way may be located between 100% and 200% of the clear zone only if:
    - 1. The pole has an eligibility letter from the Federal Highway Administration, documenting that it has passed NCHRP 350 or MASH testing at a test level appropriate for the speed of the roadway; and
    - 2. The mass of the device to be installed on the freestanding pole is equivalent to the mass used in the above crash-testing.
- o Freestanding poles must be placed as close to existing structures (such as directional signs) as possible to minimize sight distance impacts for motorists. LEE must not be placed in front of signs on right-of-way, and placement must not obscure those signs in any way.
- o Freestanding poles are requested to be located no closer than 15 feet of the edge of pavement where possible, to not interfere with INDOT mowing operations.

o After permit approval, approved locations of new freestanding poles should be marked by stake to identify the location for any pre-installation inspection.

# Attachment to existing structures:

- o In no event may any LEE be attached to existing bridge structures or light poles.
- o If LEE is proposed to be attached to existing signalized equipment, INDOT may require a pre-construction meeting as part of its review prior to approval.
- LEE systems must not interfere with or affect the operation of any traffic control device or signal system. To meet this objective, electrical services for the LEE system cannot be derived from any traffic signal or other INDOT facility, including but not limited to the traffic signal cabinet, associated electrical conduit, junction boxes, handholes, mast arm poles, or traffic signal post. All LEE systems must have an independent power source.
- Each LEE system must be marked to indicate the owner of the device.
- All maintenance of LEE is the responsibility of the permittee.

# Safety and asset protection during installation, maintenance, or removal by the permittee or its designee:

- Traffic control, including signage, for warning and protection of traffic in instances where workers, equipment, or materials are in close proximity to the roadway, must be in accordance with the Indiana Manual on Uniform Traffic Control Devices (IMUTCD).
- o If the installation is on a divided highway or freeway, primary access and interruption must occur from and on a minor roadway rather than the mainline.
- O No vehicles, equipment, or materials may operate from, or be parked, stored, or stockpiled on the roadway, or in an area extending from the outer edge of the shoulder of the roadway on one side to the outer edge of the shoulder on the opposite side including the median of any divided highway unless a MOT plan has been approved and incorporated in the permit.
- o Costs for traffic control will be the responsibility of the permittee.
- O Driving between the mainline roadway and the ditch is prohibited, as is driving on the shoulders where damage will occur.
- If the roadway or shoulders are damaged as a result of these operations, damage must be reported and repaired immediately or within a reasonable timeframe as determined by INDOT.
- All repairs by the permittee must be made with suitable and approved materials; replacement must conform to existing grades. Any and all repairs or restoration work, including restoration of damage to soil, must be completed in accordance with INDOT standards and specifications.
- o If excavation or ground disturbance on state right-of-way is necessary as part of an installation (either for installation or maintenance): Prior to performing any excavation or ground disturbance, the permittee or its designee is required to call 811 to determine the location of any existing utilities. In addition, the permittee must contact the INDOT District Permits office during regular business hours at least five (5) business days prior to performing the digging, excavation, or ground disturbance.

# Completion of installation work:

- O The permittee must notify the INDOT District Permits office within twenty-four (24) hours of completion of the installation, to allow any inspection by INDOT staff as warranted.
- O Any deviation to the location or other installation details in the approved permit must be approved by INDOT in advance or revised plans must be submitted. INDOT may also require "as-built" versions of installation plans, redlined to show exactly where installations were placed.
- The permittee, and all contractors, agents, or designees of the permittee, must expressly
  accept all responsibility for all negative consequences for any failure of equipment or
  processes.
- Installations are subject to inspection by authorized personnel. INDOT reserves rights to
  require such changes, additions, adjustments, repairs, relocations, or removal at any time
  necessary to permit the relocation, reconstruction, widening, and maintaining of the
  highway and to provide proper and safe protection to life and property on or adjacent to
  the highway, or in the interest of safe and expeditious movement of traffic on the highway.
  The cost of such will be the responsibility of the permittee.
- The equipment, its operation, and its maintenance must not interfere with:
  - o INDOT facilities, or the operations or maintenance of those facilities, or
  - o Previously-issued permits for use and occupancy of state right-of-way.
- LEE must not be dangerous to persons or property using or occupying the right-of-way or using facilities constructed under previously-granted permits of right-of-way use or occupancy.
- Clearances, types of construction, and other specifications must be in accordance with INDOT standards and specifications. Specifications not included in the above must be in accordance with accepted standard practice.
- Any change or modification made in installing LEE covered by a permit, or any change
  or addition made to the approved LEE at any time after installation (other than that
  required by normal maintenance), will require a new permit. Failure to obtain a new permit
  will void any permits previously issued for the LEE at issue and will entitle INDOT to
  remove it at the expense of the permittee.
- If the permit involves installation of LEE outside of the permittee's jurisdiction, the permit may be revoked or altered at any time to accommodate a request by the other municipality or local governing authority over the location where the LEE is installed.
- The permit may be revoked at any time if INDOT, in its sole discretion, determines it is in the best interest of the public.
- The permit may also be revoked if the LEE is found to have a detrimental effect on the operations of existing traffic systems.
- If a permit is revoked, INDOT will notify the permittee in writing. The permittee will have thirty (30) calendar days from the receipt of such notification to remove the LEE from the state right-of-way and return the site to the condition as it existed prior to the installation. Should the permittee fail to remove its LEE within this period, INDOT will remove it and

restore the right-of-way to its original condition at the sole cost of the permittee.

# TERM OF PERMIT; RENEWAL; MAINTENANCE

The term of this type of permit will run for three (3) years. Renewal of the permit beyond its term may be accomplished by a request made in EPS.

Each instance of maintenance performed within state right-of-way will require its own permit.

# **SUMMARY**

Law enforcement agencies should plan ahead to obtain permission from INDOT and all other involved entities such as local governments to implement LEE in state right-of-way. INDOT stands ready to support the state's law enforcement agencies with a process that ensures roadway safety and protects the public.

https://www.in.gov/indot/files/District Permits Map.pdf

# Flock Safety Tech Specs

License plate reading cameras that capture more evidence for your city.

# **Dual Solar Panels**

- Voltage: 18-20V

- Weight: 25.73 lbs (with hardware)

- Length: 21.25" - Width: 28"

- Mount: Pole top or side of existing pole

# Pole

- DOT breakaway pole 12' installed height
- Diameter: 2.875" OD, 2.125" ID
- Material: 6061 Aluminum w/ black coating
- Alloy: 6061
- Weight: 32 lbs

# Camera

- Length: 10.5"

- Height: 4.5"

- Depth: 5.5"

- Mounting: Adjustable band clamps

- Weight: 3.6 lbs

- Footage: Uploads via LTE

- Capture Distance: 20-90ft from vehicle

Mock

- Deployment Distance: Up to 25' from edge of roadway

- Resolution: 2508x2048

- Vehicle Speed: up to 100 MPH

- Assembly: Flock Safety in Atlanta, GA

# Install Anywhere



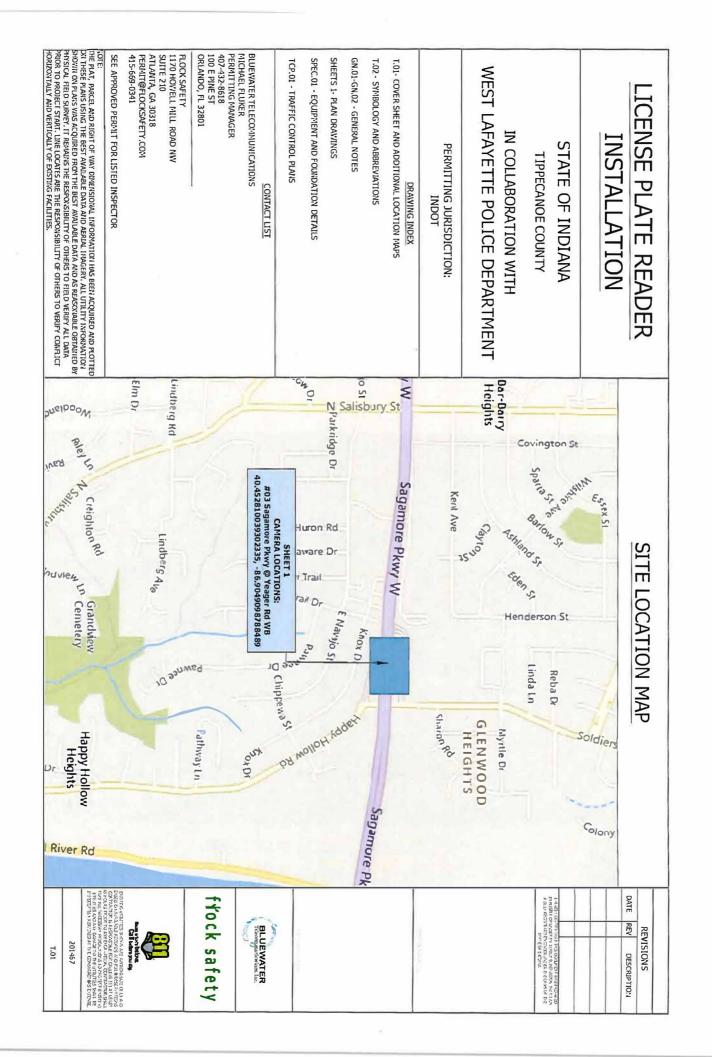
Solar & Existing Pole

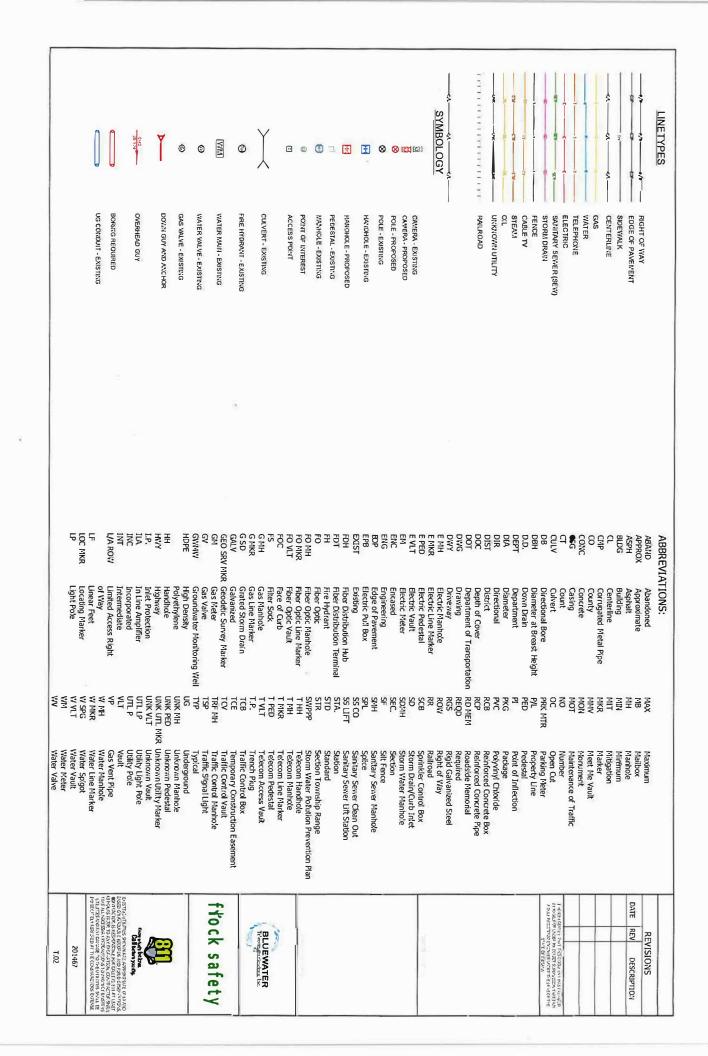


Solar & Flock Pole



Electric & Existing Pole





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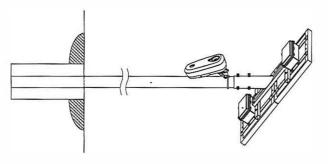
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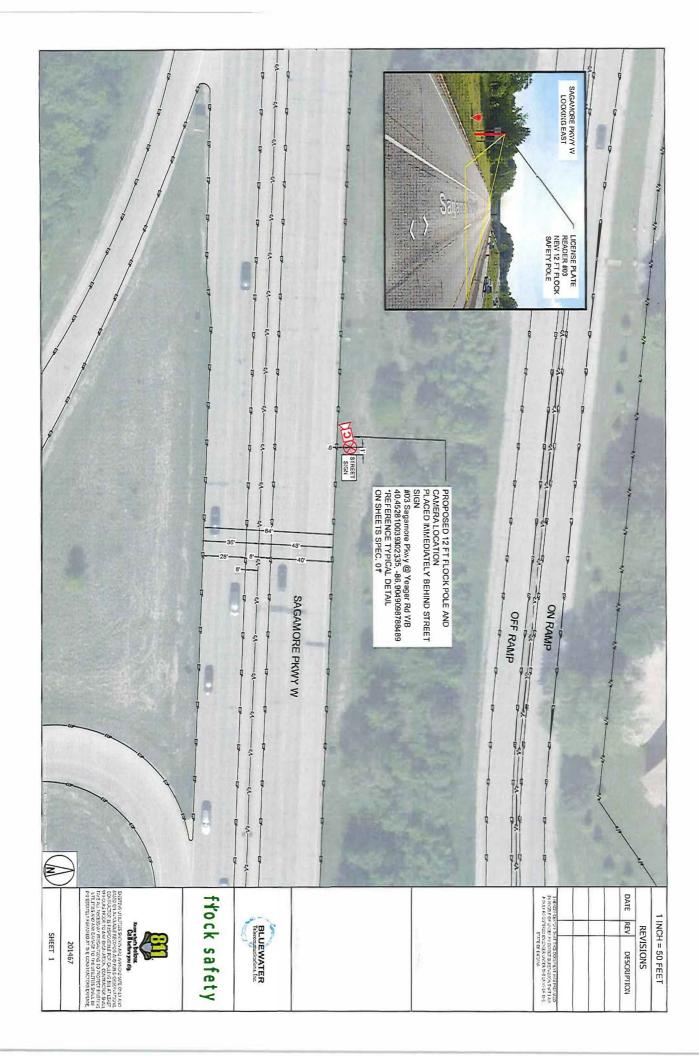
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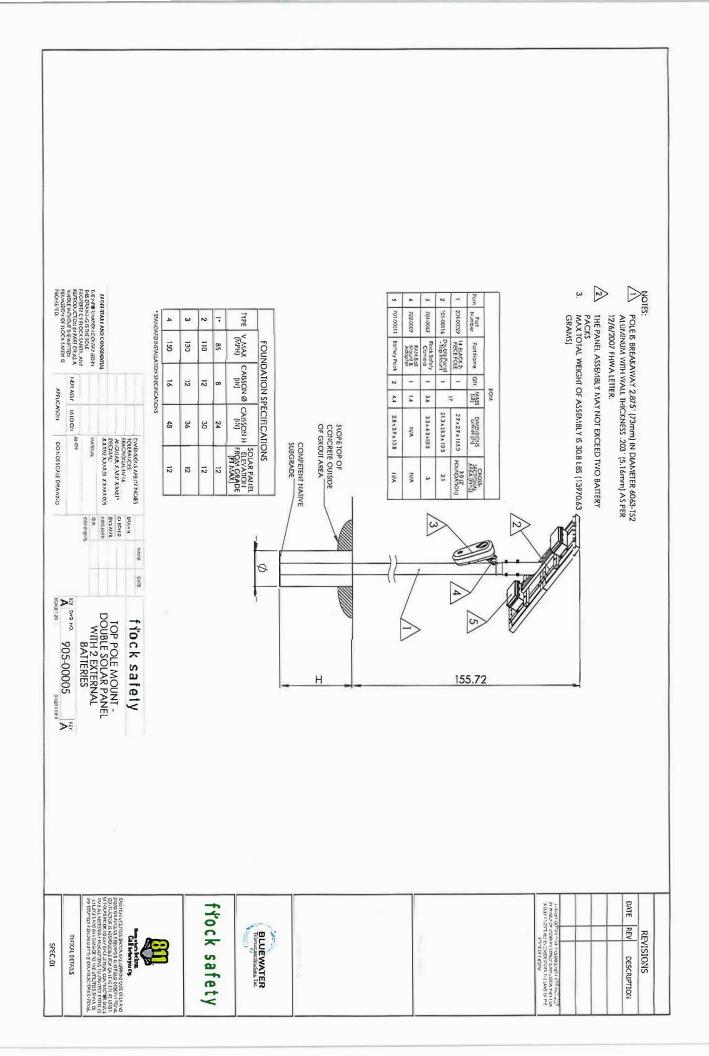


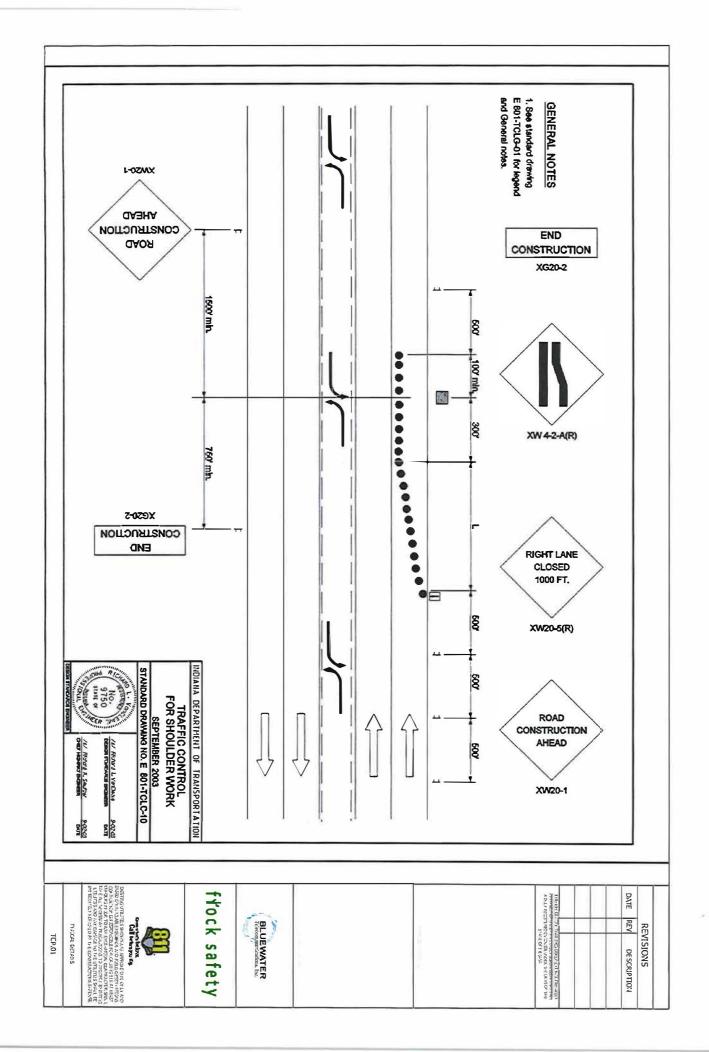
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# **MEMO**

**TO:** Board of Public Works & Safety

FROM: Andrew Novak, Department of Development

**DATE:** Tuesday, April 4<sup>th</sup>, 2023

**SUBJECT:** Agreement: UV Air Purification Systems in City Buildings

The Development Department requests to enter into an agreement for UV Air Purification Systems with **Safe Air UV** for an amount not-to-exceed **\$50,276.78**. These systems will be installed throughout the city's eleven facilities and will protect visitors and employees from harmful airborne pathogens and unpleasant odors as well as improving performance of HVAC equipment by keeping internal components clean. This bid was selected as the lowest and most responsive bid out six qualified applicants.

1.	Safe Air UV	\$50, 276.78
2.	JMI Mechanical Services Inc.	\$65,919
3.	Wagoner Equipment Inc.	\$106,800
4.	Anderson Heating and Cooling Inc.	\$116,254
5.	A&H Chapman Mechanical	\$143,035
6.	Dienhart Refrigerated Specialists	\$1,010

This project was approved by the West Lafayette City Council as part of the City's plan established by Ordinance 07-21 on June 7, 2021, and amended on November 7, 2022, to use American Rescue Plan Act (ARPA) grant funding.

Thank you for your consideration.

# UV Air Purification System AGREEMENT FORM

This agreement, made this _	day of	, 2023,	at West	Lafayette,	Indiana,
by and between the Board	of Public Works	and Safety for	the City	of West L	afayette,
Indiana (hereinafter referred	to as the "City")	and Safe Air U	<b>V</b> (hereir	nafter referi	red to as
the "Contractor").					

## WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

# Article 1: SCOPE OF WORK

The Contractor shall furnish all labor and tools and equipment and perform all tasks required for complete procurement, installation, and commissioning in accordance with the plans and specifications in EXHIBIT A.

# Article 2: PAYMENT

The City shall pay to the Contractor, in full and complete payment for all performance of the Contract not to exceed the sum of \$50,276.78 (fifty thousand, two hundred seventy-six dollars and seventy eight cents).

## Article 3: CONTRACT DOCUMENTS

The contract documents include this agreement, current wage rate table, the General Conditions, Special Conditions, Materials Specifications, and the Contractor's certification of insurance, together with plans and any subsequent addenda.

Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

# Article 4: SEVERANCE

The intent of the parties is that this agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

It is understood and agreed that partial payments may be made for the mutual convenience of the City and Contractor but shall not be construed as the City's acceptance of a part or portion of the work. Acceptance is to only in the manner prescribed in the General Conditions.

# Article 5: RECORDS

The Contractor will maintain proper records for review by the City.

# Article 6: DATE OF COMPLETION

The Contractor agrees that he will have the work contained in this contract completed by **December 31**<sup>st</sup>, **2023**.

# Article 7: PREVAILING PARTY – ATTORNEY FEES

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

# Article 8: NO INVESTMENT IN IRAN

As required by Ind. Code § 5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in Ind. Code § 5-22-16.5-14, including termination of this Contract and denial of future contracts, as well as an imposition of a civil penalty.

# Article 9: NON-COLLUSION

The undersigned offeror or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

## Article 10: E-VERIFY – USCIS Form I-9

**Contractor** shall comply with E-Verify Program as follows:

- a. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- b. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section 7(b), the city shall require Contractor to remedy the violation not later than thirty (30) days after the city notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the city shall terminate the contract for breach of contract. If the city terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the city for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- c. If Contractor employs or contracts with an unauthorized alien but the city determines that terminating the contract would be detrimental to the public interest or

public property, the city may allow the contract to remain in effect until the city procures a new contractor.

- d. Contractor 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. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 7(d), Contractor may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.
- e. By its signature below, Contractor swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the city that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

# **Article 11: NON-DISCRIMINATION**

Pursuant to Ind. Code § 22-9-1-10 and the City of West Lafayette's Municipal Code, the Contractor represents that it and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, ancestry, veteran status, sexual orientation, or gender identity.

# Article 12: COMPLIANCE WITH ACCESSIBILITY

It is the intent and goal of the city to ensure that all new construction within the City of West Lafayette shall comply with all ADA and PROWAG guidelines.

Pursuant to Title II regulations at 28CFR 35.151; and the 2004 ADAAG CFR part 1191, appendices B and D, the City of West Lafayette adopted the 2010 ADA SAD standards for new construction and alterations for facilities, and also adopted the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published July 26, 2011.

Facilities located within the City of West Lafayette, the 2010 ADA SAD standards shall be met for new construction and alterations for projects within the City.

Facilities located within the right of way, PROWAG standards shall be met for new construction and alterations for project elements.

Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act, and The Architectural Barriers Act (ABA) standards and guidelines shall be followed.

Accessibility guidelines shall be met on all projects requiring compliance with the FHA, Section 504, or the ABA.

Projects found to not be in compliance with these standards and guidelines will be accessed fines, as follows:

- Non-compliant fee (\$250 per day), and a "Stop Work" order will be issued.
- If after (3) violations and (10) business days to correct non-compliance issues, your contract will be revoked.

# Article 13: COMPLIANCE WITH TITLE VI

It is the intent and goal of the City to ensure that all new construction within the City of West Lafayette shall comply with all TITLE VI guidelines.

Contractor in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income in consideration for an award.

# **Article 14: INSURANCE**

The **CONTRACTOR** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) – combined single limit of \$1,000,000.00;

Workers' Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **CONTRACTOR** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

# **IN WITNESS WHEREOF** we have set our hands the day and year first above written.

DATE:	CITY OF WEST LAFAYETTE BOARD OF PUBLIC WORKS AND SAFETY
Safe Air UV Adam Skelton, President	Sana G. Booker, President
	M. Michelle Dearing, Member
	Jason D. Huber, Member
	Thomas J. Kent, Member
	Jeffrey W. Love, Member
	ATTEST:Nichole A. Foster, First Deputy Clerk

**END OF SECTION** 

# **EXHIBIT A**

# Contractor must complete the following:

- 1. Install UV environmental air purification systems at all locations specified in the RFP.
- 2. Furnish a complete UV Disinfection system including any required cleaning system, spare parts, special tools, drawings, freight, supervision of installation, testing, commissioning, warranty, and follow-up support services.
- 3. Provide training for installed UV filtration systems to on-site managers.



# **MEMO**

**TO:** Board of Public Works & Safety

FROM: Erin Easter, Director of Development

DATE: Tuesday, April 4, 2023

**SUBJECT:** Approval – Scooter Mobility System Permit Application – Veo

The Development Department is seeking approval of the application submitted by **Veo Ride, Inc.** for a **Scooter Mobility System** to operate in designated locations within the City of West Lafayette. The application is consistent with a contract between Veo Ride, Inc. and Purdue University who will be managing the program. Veo plans to operate a mixed fleet of 300 Cosmo seated scooters and 150 Astro standing scooters (450 total devices). The requirements by the contractor and mobility system users can be reviewed in the application.

Thank you for your consideration.

**CC:** Ben Anderson, Public Works Director, David VanVactor, Deputy Chief of Police



## West Lafayette, IN

March 24, 2023 Scooter Mobility System Permit Application





# Scooter Mobility System Permit Application

After evaluating an applicant's permit application, the City of West Lafayette shall either grant the Permit as requested, grant the Permit with modifications, or deny the Permit. Where the Permit is granted with modifications or denied, the Administrative Officer shall explain the basis for the decision. An applicant whose permit application is denied shall have the opportunity to request an appeal.

#### **Applicant Information**

Please Print Clearly			
Business Name:	Veo Ride, Inc. (d.b.a Veo)	Business Phone:	1-855-836-2256
Contact Person:	Jeff Hoover	Phone:	716-432-0848
Mailing Address:			
	1334 3rd Street Promenade, Suite 300, Santa Monica, CA 90401		
Street Address if different than above:			
Email Address:	veo_proposals@veoride.com	Website:	veoride.com

#### **Application Agreement**

By signing this application, the applicant verifies on behalf of the Scooter Share Operator that all the information provided is true, and that if issued a permit, the applicant agrees to comply with all federal, state and local laws.		
Name of Applicant	Veo Ride, Inc. (d.b.a Veo)	
Authorized Signature	Docusigned by: Alex keating	
Printed Name, Title and Date	Alex Keating, Head of Policy and Partnerships; March 24, 2023	

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## A. Pricing Structure

#### Description of pricing structure, including low-income and other discounted customer plans

In West Lafayette, Veo offers two pricing options, one for each available device type. See table below for pricing.

Pricing Model	Proposed Pricing	Eligibility
Standard Pricing for Cosmo	\$1 to unlock and \$0.35 per minute	Everyone
Standard Pricing for Astro	\$1 to unlock and \$0.32 per minute	Everyone

## **B. Scooter Availability and Service Area**

#### Proposed hours of operation

In line with Veo's existing program on the Purdue campus, the proposed operating hours for West Lafayette are 24/7. Micromobility is often the best first/last-mile choice especially for late-night workers or 2nd shift workers, when public transportation is less frequent. Our swappable batteries enable 24/7 operations with our full fleet because we do not have to take devices back to the warehouse to charge.

#### Storage of scooters during non-operational hours

Because our swappable batteries enable 24/7 operations with our full fleet, we will not have to store devices during non-operational hours. However, when vehicles need to be stored during an emergency or due to winterization, they will be removed from the public right-of-way and stored in our local warehouse.

**Emergency Removal:** If an emergency requires our fleet to be removed from the streets, **Veo can pick up and complete securitization of our vehicles within 24 hours of notice.** We will confirm with the City's point of contact when it is safe to re-deploy the fleet. When given approval to re-deploy, we will communicate this information to customers via the app and email. If only portions of the area are available for deployment, we can utilize our geofencing technology to keep vehicles out of affected areas. For example, in St. Petersburg, Florida, we responded to the recent Hurricane Elsa by removing every vehicle from the field and storing them all in the warehouse before the hurricane made landfall. We notified all of our customers of this weather event and vehicle removal through push notifications. If we know of an upcoming emergency, for example inclement weather or a wildfire, Veo notifies customers via email and the app that there is the potential for devices to be shut down and removed in the next few days and suggests they prepare to find alternative forms of transportation if necessary.

**Market Winterization:** Our market winterization plan involves several key steps. The first is to establish the timeline for vehicle pick-ups, which will start and end within a certain period. All vehicles will be stored in our local warehouse. Another important consideration is Veo's capacity to deal with stray vehicles after the market has "winterized". To ensure that everyone is aware of the plan, we will communicate it to point of contacts (POCs) and other relevant stakeholders. This includes explaining the process and timeline for stray vehicle pick-ups and encouraging POCs and stakeholders to report any stray vehicles before winterization starts. To ensure consistent messaging, Veo will coordinate with communication teams from the City and universities. This would involve in-app notifications, social media posts, targeted emails, and other communication channels.

#### Proposed fleet size and service area at launch

Under our existing permit with Purdue University, Veo will operate a mixed fleet of 300 Cosmo seated scooters and 150 Astro standing scooters (450 total devices). Our service area is shown in the map below.

 How many scooters would you deploy in different portions of the service area, including disadvantaged communities? Applicants should bear in mind that the City of West Lafayette will allow a maximum of 450 scooters total within the City

In West Lafayette, recognizing our existing contract with Purdue University, Veo's fleet will be deployed largely in and around the campus. However, we will utilize the preexisting parking hubs located across West Lafayette as deployment areas to ensure equitable access across the city. Veo's deployment approach always prioritizes the availability of scooters when and where people need them. We concentrate our scooters in densely populated

areas, near transit stops, and by employment hubs, and in this case on and around campus. We will work with the City to identify additional hub locations as necessary.

- Would your deployment area change depending on the number of scooters you are permitted for? As long as our fleet size remains over 300 devices, our service area will not change.
  - Describe methods for deploying and redistributing scooters

Our Deployment and Redistribution plan is driven by having the right number and formfactor of scooters in the right place at the right time across the service area. Veo incorporates consultations with local stakeholders, trip data analysis, and our cutting-edge Operations System to deploy the appropriate number of vehicles to meet user demand and we develop our deployment map to ensure the fleet is distributed equitably throughout the entire service area. Veo uses a proprietary internal software system, Veo's Manhattan System (Operations System), to manage fleet status and health, trip details, and system revenue information. It tracks all vehicles, users, transactions, maintenance, and system usage. The Veo Ops System utilizes our Hub-based rebalancing feature that uses past performance data to indicate where users would take and end rides. Our VeoTech App is integrated with the Manhattan System and allows our local Operations Team to view, in real-time, usage and the locations and status of each device and its swappable battery, as well as manage each deployment Hub.

Hub-based Smart Deployment and Rebalancing: Veo's deployment "Hubs" are virtual staging locations where our local team deploys and rebalances vehicles throughout the day and typically represent areas with high trip demand. In West Lafayette, these deployment hubs will be the designated parking hubs that Veo and the City agree upon. The deployment Hubs are managed and monitored using our proprietary Manhattan Operations Systems. At these Hubs we maintain a specified number of vehicles available throughout the day based on ridership demands and intentional traffic patterns that we want to create. We can adjust and optimize the number of vehicles at each Hub depending on time of day, day of the week, and season. We can use this system to set the deployment and distribution numbers to meet rush hour needs or to help increase utilization in specific neighborhoods.

The VeoTech App is Veo's proprietary mobile application that Field Technicians use to rebalance and perform preventative maintenance on our scooters. The VeoTech App utilizes our Hub-based rebalancing feature to provide real-time information about the number of devices parked at each Hub and whether a Hub is over- or under-stocked. Hub data collected allows the Fleet Coordinator to anticipate redistribution demands and properly schedule Field Technicians to be on hand when needed to relocate devices. Each Hub in the VeoTech App contains real-time information about the number of vehicles in the hub, including the actual, target, and minimum numbers for the hub.

- Actual: The number of vehicles parked at the hub in real-time.
- Target: The number of vehicles that the Ops System has set to meet distribution requirements and fleet availability. The number is typically based on the maximum number of vehicles that can fit at the deployment hub without being overcrowded.
- Minimum: The minimum number of vehicles that can be parked at the hub before it is flagged as understocked

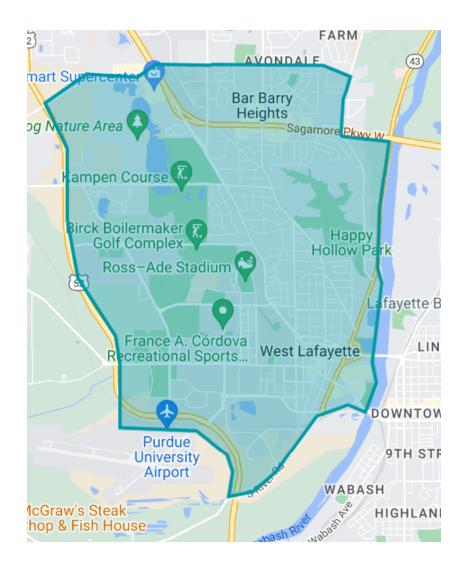
Red hubs mean they are understocked, orange hubs mean they are overstocked, and blue hubs mean they are between the target and the minimum number of vehicles (see screenshot above).

**Detailed Deployment Instructions:** In addition to receiving training on in-the-field operations and rebalancing based on local regulations, Field Technicians are provided with detailed deployment instructions in the VeoTech App. When Field Technicians deploy and rebalance our vehicles, they are guided by the VeoTech App's "Hub" map. When the Field Technician arrives at the Hub, the VeoTech App also provides them with the exact deployment location and a staging reference photo to ensure proper parking by the technician.

 Provide a GPS- or GIS-based map, depicting the proposed service area of the Mobility System Veo's proposed service area is below, including our current service area at Purdue University:







## C. Plan for Safe Riding and Storage of Scooters

- Proposed approach to ensure compliance with laws West Lafayette will monitor the degree to which
  scooter program users comply with applicable laws, particularly related to riding on sidewalks and safe
  parking of scooters. If the City of West Lafayette in its sole discretion determines that the permittee's
  users are not sufficiently compliant with applicable laws, the City may require that the permittee
  implement additional measures or may revoke the permit
  - o Submit the rules and regulations that users will need to follow

In West Lafayette, users must comply with all local regulations and Veo's internal policies, which include:

- No sidewalk riding
- ADA-compliant parking
- Must park scooters in upright manner
- Where required, must park scooters in designated and marked areas
- Must be 18 or older to ride
- No double riding
- No riding while impaired
- Ride with traffic, in a bike line where available
- Compliance with no-ride zones, no-parking zones, and slow zones

In addition to regulations, Veo users are required to take a safety quiz upon sign up and undergo a safety checklist at the beginning of each ride. At the end of each ride, they are required to take an end-of-ride photo showing the parked scooter complying with local regulations, which are audited by the local operations team.

#### Describe any educational events that you propose (quarterly events are required)

On at least a quarterly basis, Veo will provide in-person safe riding and safe parking instructions during local events, group rides, and device demonstration days. These safety events include detailed instructions from our local Operations Team on how to begin a ride on a scooter and safely use the throttle and brakes. In addition, the in-person instructors review Veo rules and local regulations, including no riding on sidewalks, no double riding, no riding under the influence, riding the correct direction on a street, etc. Continuing in-person safety education will be held regularly, in coordination with existing City and community events whenever possible, and will prioritize underserved areas where residents are often less familiar with micromobility services. In addition, Veo will sponsor local events and activities to educate users and the public about shared riding. We believe that users and non-users alike benefit from understanding how the vehicles operate, where and how they should be parked, and how to contact Veo in the event of any issue they see with the scooters. During these safety events and other community events, we pass out our Safety Guide flyer (see below) that educates the community on how to responsibly use our service.



 Describe how you would monitor compliance, including any technology innovations that allow monitoring, and how you would address users who are noncompliant

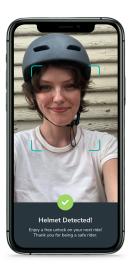
Veo uses technology and other methods to encourage and monitor parking, sidewalk riding, and other safety compliance as detailed below:

#### **Before the Ride**

#### **In-App Education**

The Veo mobile App provides educational information covering general safety tips, rules of the road, proper riding behavior and parking, encouraging riders to wear a helmet, informing riders they must obey all traffic laws, how to ride, and how to report safety or maintenance issues. Before registering for an account, all new users must confirm they have read and agreed to Veo's User Agreement and Privacy Policy, which explain Veo's rules around proper riding and age requirements. Each user must read a multi-step "safety tips" primer before they are able to begin their first Veo ride in a city.

Al Helmet Detection: Using Artificial Intelligence technology (AI), Veo has created AI Facial Detection for helmet use that gives riders a discount if they are wearing a helmet when they start their trip. The App uses AI technology to detect if the rider is wearing the helmet in real time and automatically records the detection in the system. There is no picture taken or stored in a database, protecting rider's privacy while providing them with a fun experience and instant reward for safe behavior. AI Helmet Detection is being continuously trained to ensure a high level of accuracy for faces and helmets of all types; we are testing the efficacy of using a discounted trip as an incentive for wearing a helmet.





**In-app Safety Quiz:** In West Lafayette and Purdue University, Veo requires all new riders to complete a mandatory our Safety Training in the form of a quiz that is specifically tailored for the market and its regulations (please see the examples below). This quiz is updated as regulations or requirements change and can be modified or added to at the city's request.







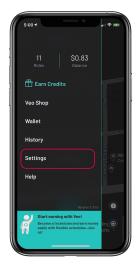




**Education Mode:** A study conducted by the CDC and City of Austin shows that first-time scooter riders are among the most likely to experience a crash or injury. To address this, Veo was the first company to develop and implement a feature called Education Mode starting in August 2020. When in Education Mode, our throttle-operated vehicle has a reduced speed of 8 mph (instead of the standard 15 mph maximum). Education Mode is automatically applied during a user's first ride, and can be turned on if the rider prefers going at a slower pace.









**On-vehicle Decals:** For educational and safety purposes, Veo affixes an informational sticker to each vehicle that provides clear and prominent ridership rules and instructions, like yielding to pedestrians, no riding on sidewalks, wearing a helmet, no double riding, and parking responsibly. These stickers also include our customer service number and email address which make it easy for anyone to report issues to us via phone, email, or App. All Veo vehicles include a braille identifier with contact information to allow those with visual impairments to contact our Customer Support team to report improperly parked scooters/bikes or blocking ADA access. Please see the image on the right for an example.

#### **During the Ride**

**State-of-the-art Geofencing:** Veo's geofence technology is housed on-board in each vehicle's loT component (the "brain" of the vehicle) which enables real-time monitoring and geofence compliance. The loT Control System allows our operations team to monitor the scooter's location within our service areas using GPS and LTE cellular data for vehicle tracking. Our updated loT system improves the typical 30 feet location radius for standard GPS systems to less than 1 foot, making our geofence technology more effective and accurate. Veo's geofencing rules are stored locally on the scooters and can be activated within 1 second, instead of being stored remotely "in the cloud" with a lag time of up to 6 seconds. This allows our devices to comply in real time with no-ride zones, slow ride zones, and no-parking zones.

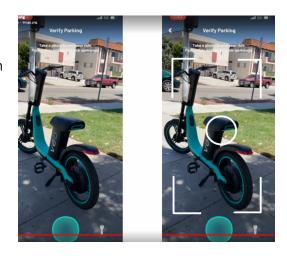


**Veo Voice:** IoT feature that allows us to send users **customized spoken warnings** on our devices that they have entered one of our geofenced zones or remind users of responsible riding behavior. The Veo Voice clearly and reliably communicates rules and regulations to our riders, instead of relying solely on in-app notifications or on-vehicle beeping noises to communicate geofence regulations, which can be hard for users to understand and often requires users to check their phones for notifications while riding a vehicle, which is dangerous. For example, when a user rides a scooter into a geofenced No Ride Zone, the e-scooter will simultaneously cut power to the motor and provide an audible/spoken warning saying: "This is a no ride zone, please use the map to navigate away from this area." The mobile device will still provide in-app warnings and notifications so that users have every opportunity to understand when and why geofence regulations are enforced. Unlike other scooters that make obscure beeping noises as warnings to their users, **Veo Voice provides clear and precise spoken words and only repeats the warning when entering a geofence.** Veo also has experience using Veo Voice, in addition to on-vehicle stickers and in-app messaging, to deliver targeted No Sidewalk Riding warnings if there are areas with higher numbers of observed sidewalk riding incidents.

#### After the Ride

**Enhanced end-of-trip photo:** Veo's app mandates that every rider takes a photo of their parking before they can end their trip. Our new photo technology identifies the scooter in the viewing frame and encourages riders to accurately capture and center their vehicle within the border to maximize accountability. The photos are uploaded into the Veo Operations System so our Customer Support can evaluate the parking behavior of individual riders and target corrective messaging when needed. The Customer Service team manually reviews all end-of-trip photos corresponding to a parking violation, complaint, or report, as well as a random selection of all other photos.

**Reporting illegal parking:** Within the Veo app, users can report inappropriate parking by opening up the Help tab, selecting "Report an Issue," and scanning the QR code or providing us with photos and additional information. Users and non-users can also report improper



parking through our customer support channels, noted on each scooter. Our local operations team is informed of improper parking reports work throughout the day to ensure these vehicles are moved and/or properly parked.

#### Addressing Users who are Non-Compliant

Veo has automated parking infractions built into our Ops System/App as an enforcement strategy to ensure that vehicles are properly parked and not obstructing the pedestrian right-of-way. To enforce proper parking beyond end-of-ride photos we have built a Violations Mode into our Operations System and internal App making logging and addressing parking infractions simple. As Field Operations Teams conduct multiple daily sweeps of the service area per day, whenever they find an inappropriately parked vehicle they would turn on Violation Mode and scan the vehicle number into the Operations System. The system compares the photo submitted by the Operations Technicians with the end-of-ride photo submitted by the rider. If inappropriate parking behavior is confirmed by both photos, it will trigger the following notifications and correction:

First offense	2nd offense	3rd offense	4th offense
As a part of new rider education, the Customer Support Team issues warnings to riders, explains the specific parking or compliance issue, and reminds riders that further offenses will lead to fines and account suspension.	Riders will be issued a \$15 fine and provided with a reminder of specific rules broken. The Customer Support Team will also reach out directly to better understand reasons preventing riders from properly parking and riding vehicles.	Riders will be issued a \$25 fine and provided with a reminder of specific rules broken. The Customer Support Team will also reach out directly to better understand reasons preventing riders from properly parking and riding vehicles.	Customer Support team shares a violation summary with the rider and issues a \$50 fine and a temporary one-month account suspension from the system.

All reported violations are reviewed and approved by the Operations Manager before sending them to the customer. Veo is committed to following up with and responding to every report related to poor rider behavior. The only exceptions from the standard penalty system are as follows:

Parking violations that block ADA access result in higher fines. After the initial warning that we provide for first time offenses with other improper parking, any parking violation that clearly violates ADA access (i.e. leaves less than 3 feet of continuous passage on the sidewalk, blocks a pedestrian ramp, or obstructs a means of ingress/egress from a building) will be assessed a \$25 fine. A subsequent violation will result in the \$50 fine and one month suspension.

• Any rider caught violating Veo's terms by double riding, underage riding, or riding under the influence is banned immediately.

#### **On-The-Ground Zone Monitoring**

Finally, Veo recognizes that some improper parking violations are inevitable, which is why we've designed a robust operations plan to address complaints immediately and consistently monitor deployment zones to fix misparked devices. Throughout the day, field technicians monitor their assigned deployment zones, completing 3-4 sweeps per day, to swap batteries and repark devices where needed. Areas with high rates of misparked devices are prioritized, especially within forced parking zones.

#### Detailed plan for reporting issues with scooters and the mobile application

Veo recognizes the importance of opening multiple channels to allow anyone - whether or not they have a Veo account or are currently renting a scooter - to be able to report damaged or misparked vehicles. All Veo devices include highly visible stickers that include contact information and reporting instructions. Reporting is easy, available through multiple channels, and can be done in less than 2 minutes. When a user ends a ride, they also have an opportunity to report an issue through the app which automatically detects device information, streamlining the reporting process. When an issue is reported, our system will automatically remotely disable the scooter and remove it from the rider Veo App and our Field Operations Team will collect the vehicle for maintenance.

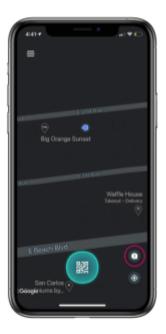
<u>Using the on-vehicle information:</u> The Customer Support phone number and a unique vehicle ID number is clearly visible on each vehicle. Users and non-users can call our Customer Support team to file a complaint. If the complaint or issue is related to a specific vehicle that is either damaged or parked improperly the caller can provide Customer Support with the vehicle ID and

location of vehicle so that our local Field Technicians can locate the vehicle and address the issue.

<u>Using Veo's website:</u> Users and non-users can report issues or file complaints directly from the Veo website in a webform platform:

https://veoride.typeform.com/to/o0ce5G. The customer will follow a five-question form, including what the issue is, what City they are in, where the vehicle is located and an option to submit a photo. In addition, our website is currently available in multiple languages, which reduces the barrier to file complaints and allows the community to report issues in various languages.

<u>Using the in-app "Report an Issue" feature:</u> Community members that are Veo account holders can file a complaint or other issue directly within the Veo App from the homescreen, Help feature, or at the end of a ride from the Trip Summary screen. In addition, our Veo App is available in multiple languages, allowing users to submit reports in various languages.



"Report an issue" button on the home screen



Reporting screen

#### 311 integration

Veo's customer support can be fully integrated into a city's 311 system. Our Operations Manager monitors incoming requests from the city and dispatches field technicians to address them upon receipt.

#### **Responding to Reported Incidents**

Community members and Veo in-field operations team are important sources to monitor and report unsafe riding behavior. We also work with local law and traffic enforcement to confirm infractions like riding while intoxicated or underage riding, and will issue suspensions when appropriate. For confirmed infractions, including those

reported by the City and otherwise, Veo issues warnings and fines to riders and provides additional education related to the nature of the violation. Examples are included below:

#### Infraction: Parked indoors

Message: Hello from VEO. You ended your last ride inside a building. Please place the vehicle in a safe and acceptable area outdoors, so we may retrieve it. After the first warning, further violations may result in a ban or suspended account. Thank you!

#### Infraction: ADA Access

Message: Hello from VEO. It seems like your last ride was improperly parked and impeded ADA access, including blocking crosswalks or crosswalk activation buttons. After the first warning, further violations may result in a ban or suspended account. Thanks for your understanding and we look forward to seeing you ride next time.

#### Infraction: Blocked Sidewalk

Message: Hello from VEO. It seems like your last ride was improperly parked and blocked the sidewalk. Please leave at least 48 inches of sidewalk space for pedestrians as you end your rides. After the first warning, further violations may result in a ban or suspended account. Thanks for your understanding and we look forward to seeing you ride next time.

## D. Scooter Recharging Plan

#### • Describe how scooters will be recharged

All of Veo's devices are equipped with a waterproof lithium ion field-swappable battery. All Veo batteries are stored and charged in our local warehouses. We only charge batteries while there are trained, in-house staff members on-site supervising the activity. Our staff is trained in proper charging positions for the battery pack, the number of battery packs that can be placed on each charging station at the local warehouse, how to monitor the charging indicator signal, and when to "harvest" fully charged battery packs. Each battery has a unique ID so that data on the number of charge cycles it has undergone can be tracked to aid with life-cycle management. Central warehouse charging also means we can more accurately account for the energy mix and carbon impact of our operation than operators who utilize a sub-contractor model that entails charging in various locations.

The Vehicle Control System enables remote monitoring of the vehicle's battery life. When the battery level drops below 30%, devices are automatically added to the Battery Swapping queue for Field Technicians to swap out in the current shift. When the battery charging level drops below 10%, the vehicle is automatically set to Low-Battery Mode, the vehicle is no longer visible in the Veo app and users cannot unlock the device.

#### Submit a maintenance plan

O How will you know when a scooter needs maintenance?

Veo monitors our scooters with on-board technology and on-the-ground staff.

#### **On-Board Self-Monitoring System**

Veo's IoT Control System enables remote monitoring of our vehicle components including the motor, throttle, battery, brakes, and Vehicle Control System. A full vehicle self-diagnostic program runs continuously on each device, reporting on more than 200 items related to the scooters' condition at the component and system level. This reporting helps Veo mechanics stay ahead of issues through targeted preventative maintenance, and critical error codes, such as 03-Communication issue with the controller, 04-Motor issue, 10-Throttle issue, 11-Brake issue, and 16-Vehicle offline issue prompt our system to remotely disable the scooter immediately and remove it from visibility in the rider Veo App. When an issue is flagged, our Field Operations Team will receive a priority message in the Veo Tech App to collect the vehicle for maintenance.

#### **Preventative Inspection and Maintenance**

Veo proactively inspects our vehicles at regular intervals, as well as in the event of a number of triggers, including rebalancing, customer service reports, and self-diagnosis from the vehicle. Importantly, any vehicle flagged for

inspection or repair is immediately placed in "Error Mode" and the vehicle cannot be rented until it has been inspected and repaired. In order to ensure the maximum safety of our riders, we also inspect vehicles through the following channels and, if any issues are identified, the vehicle is returned to our warehouse for repair.

Maintenance Type	Detail	Frequency
Preventative/ In-field Maintenance	Preventative maintenance is a set of tasks performed routinely on vehicles that are otherwise in a rideable condition, in order to ensure the maximum safety of our riders. Veo Field Technicians perform daily rounds to rebalance vehicles, check battery levels and perform basic checks to ensure that vehicles are fit for riding. This includes checking that critical adjustments are in order such as brake safety, undamaged wheels, a functional bell, working head and tail lights, throttle safety, and proper controller and lock function. If Field Technicians identify an issue with the scooter that cannot be fixed in the field, it is brought back to the warehouse for further inspection and repair. If a vehicle has not had an inspection in the past 7 days, it is flagged for immediate retrieval to the warehouse for service.	Daily
Customer Service Reports	Any issue with a vehicle is reported to our Customer Support team by riders or members of the public and is flagged for retrieval and inspection.	24/7
In-app Rider Reports	Vehicles reported as damaged in the Veo App's "How can we help you" and "Report a Problem" tabs are immediately taken off-line and flagged for retrieval and repair.	Each time a user interacts with a vehicles and reports a problem
Rebalancing	Our Field Technicians inspect each vehicle that is being rebalanced from one location to another.	Each time a vehicle is touched in the field
Battery Swapping	Our Operations Team inspects each vehicle when its battery needs to be swapped with a fully charged battery in the field.	Each time a vehicle is touched in the field
Deployment	Vehicles collected by our team are inspected and any maintenance is performed before deployment.	Each time a vehicle deployed from warehouse - every 7 days
Cleaning	Field Technicians are required to wipe down and disinfect the handlebar grips, bell, seat, brakes, throttle, and loT component before deploying vehicles, swapping batteries, or rebalancing vehicles.	Each time a vehicle is touched in the field or before deploying from warehouse
Software Updates	Our firmware supports OTA (over-the-air) upgrades so that vehicles can be remotely equipped with the desired software to meet local regulations and any new safety technology developments.	As needed/when new software is ready to launch
Self-Diagnostics	Each Veo e-bike and scooter performs a self diagnostic - checking the health of key systems such as the battery (charge level, connection, and temperature), the IoT (GPS signal, on-line status), and Tip-over Detection (is the vehicle upright), among others, on a continuous basis (every second). Any issue reported by the vehicle automatically triggers an error code to the VeoTech app. These error codes are monitored in real time by all Veo field technicians and mechanics	Continuous - real time reporting

#### Describe approach to maintenance, cleaning, and repair of scooters, including scooter and battery lifespan

All the devices retrieved from the field are inspected and maintained by our in-house certified and trained mechanic team. Veo's warehouse mechanics undertake comprehensive maintenance to each device in Veo's fleet every seven days. This includes checking every screw, connection, and wire on the device, cleaning and replacing any damaged component. See the warehouse device checklist and standard below. Each component is inspected every time a vehicle is deployed from the warehouse, every time a field technician touches a vehicle in-field, and/or when a report is received from the self-diagnostic system or a user. This results in inspections being performed at least every 3 days for each vehicle.

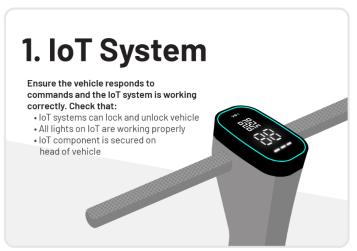
In addition, each time a vehicle is touched in the field or deployed from the warehouse, technicians are required to wipe down and disinfect the handlebar grips, bell, seat, brakes, throttle, and IoT component. Vehicles are cleaned before deployment, when field technicians swap batteries, and during rebalancing. On average, each field technician completes 80 vehicle inspections, including cleaning, per shift.

Item	Criteria
Brake	Check brake lever alignment
	Check brake can fully engaged with proper tension
	Check brake can fully stop the vehicles with enough resistance
	Check motor power be cut-off when engage the brake
Motor	Check smooth acceleration when push throttle
	Respond to no-ride zone & slow ride zone
	Make sure motor is locked when vehicle power turned off
	Make sure no abnormal noise
loT	Check connectivity to mobile app
	Make sure IoT can be powered on
	Check no error code
	Make sure GPS reflects the accurate location
	Make sure the IoT sound can be properly broadcasted
	Make sure QR code is not damaged
	Make sure speedometer can functional
Front & Rear fender	Make sure both front and rear fender can be securely attached to the frame
Light/reflector	Check both front light and back light are powered on when turn on the power
	Make sure light is not obstructed by any mist or dust
	Make sure reflector is securely attached
Wheels	Make sure front/back wheel can fully roll and function

	Check alignment, make sure no wobbling or damage	
	Check securely attach to the frame	
	Check tire tread to make sure they are not worn out	
Kickstand	Make sure vehicles can securely upright when utilized	
	Make sure it is fully functional up/down without resistance	
Suspension	Make sure the swing arm can fully engage for both front and rear suspension	
Seat	Make sure seat has not graffiti	
	Make sure seat is securely attach to the frame	
Battery	Make sure battery door can properly open and closed	
	Make sure battery can slide in and pull out from the compartment without issue	
	Make sure no damaged to the battery	
	Make sure battery level is properly reflected in the system	
Foot Plate	Make sure foot plate secured to the frame	
Handlebar	Check alignment and steering	
Frame	Test ride to make sure everything work fine	
	Remove any graffiti and clean and vehicle	

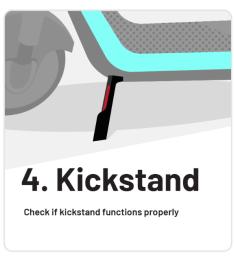
As an additional fail-safe, before deploying the device back into the field, Veo's supervising mechanics are required to perform this 7-point inspection checklist to each device that has received maintenance.

See the pre-deployment checklist graphic on the following page.



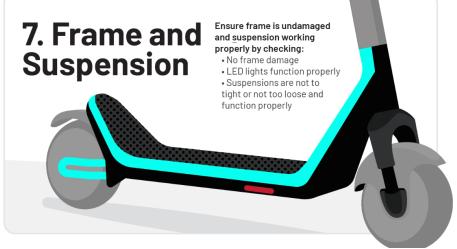












#### "Secret Shopper"

Veo has established rigorous internal operations compliance protocol on our fleet conditions and uptime. We sent auditors to every market to audit our device condition and quality. Auditors will randomly select up to 10% of the fleet and unlock devices from the customer app and ride them to ensure the devices are in good condition to be rented. The standard is to have a minimum of 95%+ fully functional. We do this in every market, including Santa Monica, once a quarter.

#### **Replacement Schedules**

Because Veo's devices are modular, each component can be replaced individually without having to replace other, functional components. Our maintenance app, Upkeep, tracks planned evaluation milestones (one month, midlife, end-of-life) and market-specific parts replenishment planning.

## E. Hiring and Labor Plan

• Describe the staffing plan, including hired staff and contractors, for operation and maintenance of your scooter share program

Our Local Operations Teams are composed of an experienced Regional General Manager, Operations Manager, Field Operations Lead, Field Technicians, Maintenance Lead, and Maintenance Mechanics. They are supported by staff from our headquarters, including Olivia Ortega, a Policy and Partnerships Manager, who will serve as West Lafayette's main point of contact for programmatic and policy issues, and continue to build our relationship with the city and community. Our local Operations Manager, Eric Jacobson, is a West Lafayette resident and will oversee day-to-day local operations and fleet maintenance. City officials will have direct contact with him as needed.

As we continue to build out our local team, we will hire approximately 10 mechanics and field technicians, including managers and shift leads, to deploy, rebalance, and maintain our fleet to Veo standards. Our minimum qualifications for mechanics and field technicians are described below:

New Hire Qualifications	
Mechanics	Field Technicians
<ul> <li>1 or more years of experience in maintenance/repair</li> <li>Ability to lift up to 60 lbs</li> <li>Highly organized and self-motivated</li> <li>Be a good problem solver</li> <li>Valid driver license and acceptable driving record</li> <li>Tech-savvy</li> <li>Stellar communication and interpersonal skills; must be a team player</li> <li>Must be able to pass a background check</li> </ul>	<ul> <li>21+ years old</li> <li>Valid driver's license and acceptable driving record</li> <li>Own a smartphone and be app-savvy</li> <li>Ability to lift up to 60 lbs without assistance</li> <li>Good communication and attention to detail</li> <li>Must be able to pass a background check</li> </ul>

 Describe how your hiring plan will comply with local laws and best practices regarding equal opportunity, local hiring, and fair wages

Veo believes that a successful, responsive, and compliant operation in West Lafayette will require a local, representative, well trained, and stable in-house workforce. We internally train, educate and maintain a team of skilled operations staff passionate about offering the highest quality micromobility service to their hometown. Gig-economy labor and franchises are never part of our business plan. Veo's employee-only business model gives us far greater control over the actions and behavior of our local team to ensure we are in compliance with City requirements and deliver the best level of service to our customers and the local community. It also allows us to be intentional in hiring staff from as many of the neighborhoods we serve as possible. Eyes on the street and a true local knowledge of our service area - particularly the traditionally less dense equity areas - is absolutely critical to correctly planning and maintaining our deployment minimums.

#### **Hiring Practices Case Studies:**

**Newark:** In our Newark market, Veo worked with the NewarkWORKS and the Newark Workforce Development Board to help hire our Local Operations team from the local community. In addition, we have reached out to the YMCA organization in Newark and the Covenant House in Newark that both provide transitional services which include helping people find a job.

**Colorado Springs:** In Colorado Springs, we reach communities of interest through partnerships with CBOs like RISE Coalition whose members include local schools, housing developers, the health department, parks and trails employees, and other community serving businesses. We have also reached out to local colleges and the City Department of Workforce Development. We are also working on creating a summer program to hire youth from historically disadvantaged communities.

 Describe efforts to ensure that a fleet manager maintains a consistent and regular presence in Tippecanoe County

In each Veo market, we hire a local Operations Manager who oversees the fleet and manages day-to-day operations. Our Operations Manager for West Lafayette is Eric Jacobson, who is a West Lafayette resident.

## F. Experience and Qualifications

 Describe your qualifications to operate a scooter share program including experience operating shared mobility programs in North America

As a company founded on responsible growth and long-term partnerships, we are excited to continue to build our partnership with the City of West Lafayette and continue to work alongside City and community stakeholders to create a truly tailored and multimodal service. As the **only female and immigrant co-founded and run major micromobility operator**, we have taken a fundamentally different approach to building our company and conducting ourselves; fine-tuning our in-house operations, maintenance, and recharging processes and strategies at the community level before scaling to the largest markets. Veo has operated in 50+ markets since 2017 across the United States and has never launched without permission or received a cease and desist. This business model made us the first profitable company in the industry, meaning our promises are never reliant on the next venture capital funding round and we can make long-term commitments to the cities we serve.

If you have ever operated a shared scooter program in Tippecanoe County, describe how you complied
with applicable laws, including your efforts to ensure compliance by your users with applicable laws, your
efforts to work in good faith with staff from Tippecanoe County, and your expeditious compliance with
previous enforcement efforts for right-of-way violations (including sidewalk obstruction)

Veo has not previously operated a shared scooter program in Tippecanoe County.

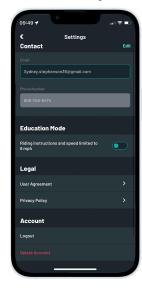
## G. Privacy Policy, User Agreements, and Terms of Service

- Provide any privacy policies, user agreements, and/or terms of service in plain text for review Veo's Privacy Policy and User Agreement are included at the end of this application as Appendixes 1 and 2, respectively.
  - Provide screen shots of all locations where this language would be shared with customers including method for obtaining user acknowledgement/agreement

Veo's user agreement is available in-app and on the web in English, Spanish, and Simplified Chinese. Users are required to read it upon sign-up, and can refer back to it anytime by tapping on "Settings" in the app.

## <u>User Agreement</u> (can be found in the Account settings feature and the Help feature)

#### Account Settings



User Agreement



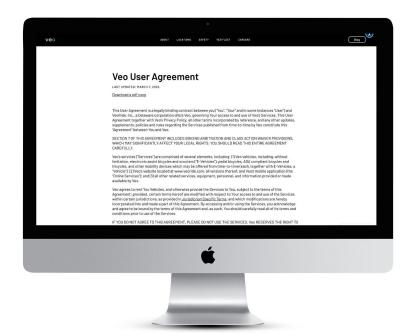
Privacy Policy



Help feature



Website
https://www.veoride.com/user-agreement/



## H. Images and Description of Scooters

• Color photographs depicting the scooters to be used

## Astro4

Dimensions: 50.5"L x 45"H

- ① 10" Tires
- ② 350w Motor
- 3 Audible Notifications
- Bell
- ⑤ Braille Identifier
- ® Kickstand
- ① Dual Mechanical Brakes
- ® Front Reflector
- Front Suspension
- © LED Front Light
- ① LED Tail Light

- ② Lock-to
- ® Motor Noise
- (4) QR Code And Digital Display
- ® Rear Suspension
- ® Swappable Battery
- Throttle
- ® Underdeck Light
- <sup>®</sup> Veo Contact Info
- 29 Safety Info











## Cosmo

Dimensions: 64"L x 42"H

- ① 18" Tires
- 2 500w Motor
- 3 Audible Notifications
- 4 Bell
- ⑤ Braille Identifier
- Double-sided Kickstand
- ① Dual Mechanical Brakes
- ® Foam Padded Seat
- Front Suspension

- LED Front Light
- ① LED Tail Light
- Motor Noise
- ® QR Code And Digital Display
- (4) Swappable Battery
- (5) Throttle
- ® Underdeck Light
- Veo Contact Info/ Safety Info







 A description of all scooters that will be used including the model, manufacturer, and color of each scooter

Veo will offer a mixed fleet of Astro standing scooters and Cosmo seated scooters. They are manufactured in-house, and are teal and black as shown in the photos above.

#### Astro 4 Stand-up e-Scooter

Custom-designed and manufactured in-house, the Astro Stand-up Scooter features critical safety, sustainability, and rider experience features described below. If deployed in West Lafayette, in addition to its core design features, the Astro would represent the only stand-up scooter in the market with dual front and rear suspension for safer riding and additional underdeck lighting for improved nighttime visibility.

**A safer and smoother ride.** The Astro includes the following key features to provide a safe and smooth ride for users:

 Three independent braking systems (dual-front and rear wheel-mechanical brake + electronic-assisted braking system) on all scooters provide redundant braking mechanisms to reduce brake failure and to protect the rider from flying over the handlebars. Mechanical brakes provide reliable stopping while the electric brake builds in additional safety. Built-in sensors monitor the brake functionality of each device to

- ensure our users' safety. We will disable vehicles remotely when Field Technicians see that brakes need attention, reducing the possibility of someone getting on a vehicle that won't reliably stop.
- Front and rear suspension on our Astros reduce the potential of a rider falling off the scooter due to loss of control resulting from bumpy road conditions. In April 2019, the CDC and Austin Public Health Department (APH) released the Dockless Electric Scooter-Related Injuries Study, which found that "Among interviewed riders, 50% believed surface conditions like a pothole or crack in the street contributed to their injuries." A few months later, Veo began researching and testing rear suspension systems. In early 2020, Veo launched a new model of our Astro e-scooter which featured the newly added rear suspension system, in addition to the existing front suspension. The heavy-duty front and rear suspension system absorb shocks/vibration for a smooth and stable ride on all road conditions, including over potholes or cracks. Better suspension means riders can worry less about road conditions below them and keep their eyes on the cars, pedestrians, and cyclists around them.

**Safer riding at night.** Veo understands there is an elevated risk while riding at night. That is why we have designed our scooters to be extremely visible at night with the following features:

• Bright front and rear lights: The Veo scooters feature integrated headlights and taillights that are all

visible from 600 feet at night. The front and rear lights are on for the entire duration of the riders' trip. Reflectors are also attached on all sides of the vehicle to increase its visibility at night.

- Active brake light system improves predictability and communication between e-scooters and pedestrians/surrounding vehicular traffic. When the rider uses the brake lever, the rear light will flash to notify the riders/drivers behind the scooter.
- Underdeck light: The Astro scooter features an underdeck light that turns on at the beginning of the trip and stays on during the duration of the trip to increase visibility at night.

**Veo Voice** IoT feature allows us to send the users **customized**, multi-lingual spoken warnings on our devices that they have entered one of our geofenced zones or remind users of



responsible riding behavior. The Veo Voice clearly and reliably communicates rules and regulations to our riders, instead of relying solely on in-app notifications or on-vehicle beeping noises to communicate geofence regulations, which can be hard for users to understand and requires users to check their phones for notifications while riding. When a user rides the Astro into a geofenced No Ride Zone, the e-scooter will simultaneously cut power to the motor and provide an audible warning saying: "This is a no ride zone, please use the map to navigate away from this area." The mobile device will still provide the same in-app warnings and notifications so that users have every opportunity to understand when and why geofence regulations are enforced. Veo Voice provides clear and precise spoken words and only repeats the warning when entering a geofence to not cause an audio annoyance to the surrounding public.

<sup>&</sup>lt;sup>1</sup> Austin Public Health Department. (2019, April). Dockless Electric Scooter-Related Injuries Study. Retrieved December 2, 2020, from https://austintexas.gov/sites/default/files/files/Health/Web\_Dockless\_Electric\_Scooter-Related\_Injury\_Stdy\_final\_version\_EDSU\_5.14.19. pdf

#### Cosmo Seated e-Scooter

Veo designed the Cosmo as the first seated scooter for shared use, designed specifically to support a seated rider, and has all of the safety features listed above for the Astro. In West Lafayette, we will deploy 300 of our Cosmo upon launch. Across our markets, the Cosmo:

 Provides a reliable and accessible mobility option for all, and not merely a recreational activity or novelty: Seated scooters can better address longer trips, trip purpose (commuting to work vs recreational use), topography, weather/seasonality, and costs. Across our markets, Cosmo trips are 40% farther on average



and are more likely to be utilized for commutes and shopping trips because it is easier to carry bags and personal items.<sup>2</sup>

• Is more versatile: Our experience operating the Cosmo in other markets has proven it to be a more accessible and popular option, with more rides per day than stand-up scooter models because it attracts a broader set of riders with differing capabilities. Veo's recent market-wide user survey also showed that the Cosmo was more popular with riders over the age of 30 (who likely did not grow up with stand-up scooters and are more accustomed to a riding posture more similar to a bicycle) and with female riders.

## I. Images and Description of Mobile Application

#### **Screenshots of Veo User Mobile App**

Below are screenshots from the Veo mobile app.

**Geofencing:** Geofences are displayed with red, orange, and yellow boundary lines depending on the regulation. When the user taps on the boundary, a pop-up text box explains the corresponding regulation. See the screenshot below for an example of a No Ride Zone geofence.



<sup>&</sup>lt;sup>2</sup> https://www.veoride.com/shifting-modes-veos-rider-survey-results/

#### In-App Education

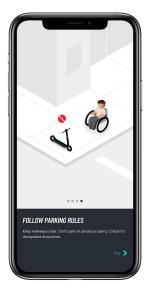
The Veo mobile App provides educational information covering general safety tips, rules of the road, proper riding behavior and parking, encouraging riders to wear a helmet, informing riders they must obey all traffic laws, how to ride, and how to report safety or maintenance issues. Below, please find descriptions and screenshots of how Veo communicates and notifies our users of the educational information listed above.

**First-time user educational screens:** Before registering for an account, all new users must confirm they have read and agreed to Veo's User Agreement and Privacy Policy, which explain Veo's rules around proper riding and age requirements. After registering for a Veo account, each user must read a multi-step "safety tips" primer before they are able to begin their first Veo ride in a jurisdiction. The in-app screens cover how to operate the vehicle, proper parking, and helmet wearing. These screens can be tailored to highlight issues that West Lafayette would like to emphasize. Please see examples of these on-boarding screens below.



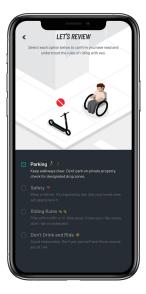






**First-time user safety checklist:** In July 2021, Veo implemented an additional safety checklist during the on-boarding process for first-time users (see screenshots below). Users must affirmatively check each box before proceeding to rent a vehicle. In addition, this safety checklist is always available for users to review at any time, located on the homescreen as an "i" icon. This safety checklist can be tailored to highlight issues that West Lafayette would like to emphasize, such as not riding on sidewalks, obeying rules of the road, and parking requirements.











**In-app Safety Quiz:** In most of our markets, Veo requires all new users to take our Safety quiz that is specifically tailored for each market and its regulations. In West Lafayette and Purdue University, Veo requires all new riders to complete a mandatory our Safety Training in the form of a quiz that is specifically tailored for the market and its regulations (please see the examples below). This quiz is updated as regulations or requirements change and can be modified or added to at the city's request.











**Push Notifications:** The Veo app sends users live push notifications warning them when they have entered into no sidewalk riding, no-parking, no-ride, or slow-speed zones.









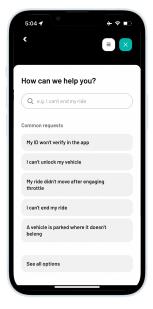
**End-of-ride photo requirement:** Veo's app mandates that every rider takes a photo of their parking before they can end their trip. The photos are uploaded into the Veo Operations System so our Customer Support can evaluate the parking behavior of individual riders and target corrective messaging when needed. The Customer Support team manually reviews all end-of-trip photos corresponding to a parking violation, complaint, or report, as well as a random selection of all other photos. If the Customer Support team confirms a parking violation, they will send out notifications and violation fines to the user.

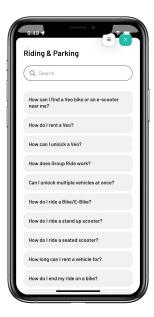




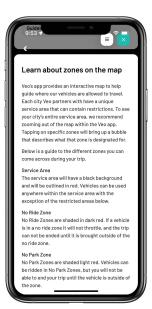


**Help Center and FAQs:** The Help Center is located within the side tab in the top left corner of the screen, and contains educational information similar to our on-boarding screens and a short educational video about how to rent a Veo vehicle and how to safely and properly ride. The Help Center also includes information about in-app features like geofenced zones. In addition, it contains frequently asked questions, like: "How long can I rent a vehicle for?" and "How do I end my ride on an e-bike?". Please see a few screenshots of the Help Center. Please see a few below for example screens from our Veo app.









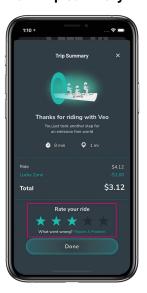
**Weather-related Push Notifications:** The Veo mobile app allows us to send push notifications to our users from educational information, reminders about regulations, and messages that the Transportation Services wish for us to relay to our users. For example, during the winter and spring, Veo has sent similar push notifications to users in markets like Fayetteville, AR, Cedar Rapids, IA, and the University of Oklahoma prior to predicted severe weather like cold temperatures, rain, or snow (see the image to the right). In addition, users will receive live in-app push notifications when they ride into a No Ride or No Parking Zone, or beyond the service area boundary.



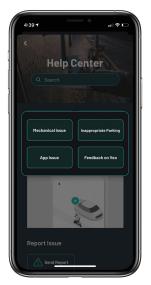
**In-app "Report Issue" feature:** Riders can use our in-app "Report Issue" feature tool to submit a report related to inappropriate parking, mechanical issues, app issues, or general feedback on Veo, found on the homescreen of the app (see images below). In addition, users can report an issue after they end their trip on the Trip Summary screen. Every bike contains a prominent device identification number along the floorboard for users and non-users to identify and report a device. After receiving the report our Customer Support team follows up with the user via email to communicate that the issue has been resolved, that we are working on correcting the parking or fixing the device, or that their ride has been refunded.

#### Report from Homescreen OR from Trip Summary





#### Report Issue Tool





## J. Proof of Insurance, Workers Compensation, Indemnification

Proof of insurance and worker's compensation as described in Appendix I must be provided with application

Veo has attached proof of insurance and worker's compensation as separate files.

## **Appendixes**

## **Appendix 1: User Agreement**

LAST UPDATED: MARCH 7, 2022

This User Agreement is a legally binding contract between you ("You", "Your" and in some instances "User") and VeoRide, Inc., a Delaware corporation d/b/a Veo, governing Your access to and use of Veo's Services. This User Agreement together with Veo's Privacy Policy, all other terms incorporated by reference, and any other updates, supplements, policies and rules regarding the Services published from time-to-time by Veo constitute this "Agreement" between You and Veo.

SECTION 7 OF THIS AGREEMENT INCLUDES BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS, WHICH MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS. YOU SHOULD READ THIS ENTIRE AGREEMENT CAREFULLY.

Veo's services ("Services") are comprised of several elements, including: (1) Veo vehicles, including, without limitation, electronic assist bicycles and scooters ("E-Vehicles"), pedal bicycles, ADA compliant bicycles and tricycles, and other mobility devices which may be offered from time-to time (each, together with E-Vehicles, a "Vehicle"); (2) Veo's website located at www.veoride.com, all versions thereof, and Veo's mobile application (the "Online Services"); and (3) all other related services, equipment, personnel, and information provided or made available by Veo.

Veo agrees to rent You Vehicles, and otherwise provide the Services to You, subject to the terms of this Agreement; provided, certain terms hereof are modified with respect to Your access to and use of the Services within certain jurisdictions, as provided in <u>Jurisdiction specific Terms</u>, and which modifications are hereby incorporated into and made a part of this Agreement. By accessing and/or using the Services, you acknowledge and agree to be bound by the terms of this Agreement and, as such, You should carefully read all of its terms and conditions prior to use of the Services.

IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE THE SERVICES. Veo RESERVES THE RIGHT TO MODIFY OR AMEND THIS AGREEMENT FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF THE SERVICES FOLLOWING THE PUBLICATION OF ANY SUCH CHANGE WILL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED.

### 1. Online Services; Your Account

#### 1.1. License To Use The Online Services.

Subject to Your continued compliance with the terms and conditions of this Agreement, Veo hereby grants to You a limited, revocable, nontransferable right to access and use the Veo App and Veo's website(s) solely for the purposes permitted herein. The Online Services are provided for Your personal, non-commercial use.

#### 1.2. Registration.

In order to access some of the Services, You may be required to create an account and password (an "Account") that can be created, accessed, and maintained via the Online Services. Creation of an Account may require specific information or documentation, including, without limitation, Your first and last name, email address,

phone number, gender, birth date, and address, and You are required to maintain and update Your information as requested or as may be necessary. By registering, You agree that all Account information provided is true and accurate and that You will maintain and update this information in order to keep it current, complete, and accurate.

You are solely responsible for maintaining the confidentiality of Your Account password, and for any and all orders, statements, or omissions that occur through the use of Your Account. Therefore, You must take steps to ensure that others do not gain access to Your Account. Veo will never ask You for Your password. You may not transfer or share Your Account with anyone, and Veo reserves the right to immediately terminate Your Account in the event of any unauthorized transfer or sharing thereof.

#### 1.3. Privacy Policy.

Your use of the Services is subject to Veo's Privacy Policy, which may be modified from time to time and is incorporated into this Agreement by reference. For more information, see the Veo Privacy Policy at www.Veo.com/privacy. You understand that through Your use of the Services You consent to the collection and use, as set forth in the Privacy Policy, of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Veo and its affiliates.

#### 1.4. Children.

The Online Services are not intended for persons under 13 years of age. By using the Services, You certify that You are at least 18 years of age (or, if older, that You meet the minimum permitted age and other qualifications, if any for use of the Services as permitted by local law, rule, or regulation), or in the alternate, You certify that You are the parent or legal guardian of any minor permitted by You to access or use the Services, have read and agreed to the terms and conditions set forth herein on Your behalf and on behalf of such minor, and such minor's use of the Servicers is permitted by this Agreement. Notwithstanding the foregoing, no person under the age of 18 may access or use (i) the Services without the supervision of a parent or legal guardian, or (ii) an E Vehicle, in any event.

#### 1.5. Payment Of Fees.

Veo only accepts payments through approved payment service providers or by check; provided, Veo reserves the right to update its credit card service provider at a time. You agree to be bound by Veo's credit card service provider's terms and conditions.

If You rent or reserve a Vehicle or subscribe to any reoccurring or renewing Services that require payment of a fee (Your "Subscription" as further provided Section 3), You agree to pay all fees associated with such Services in accordance with this Agreement, billed in advance. You agree to provide Veo with accurate and complete billing information, including valid account or credit card information and Your name, address and telephone number, and to update such information within one day of any change in Your Account (as approved by Veo, Your "Designated Payment Method information, (i) You represent and warrant to Veo that You are an authorized user of such Designated Payment Method and (ii) You are authorizing Veo to charge all fees incurred by You as provided in this Agreement to the Designated Payment Method. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Veo.

Veo will automatically renew and bill Your Designated Payment Method for all fees incurred in accordance with this Agreement. If requested by You, and agreed to by Veo, Veo will issue an invoice to You for amounts due as provided herein. You hereby consent to Veo charging Your Designated Payment Method as amounts are due and Veo shall not be required to obtain any

further consent from You in order to charge such Designated Payment method. You further agree that until Your Subscription is terminated, You will continue to accrue charges for which You remain responsible, even if You do not access or use Your Account or Subscription. Unless Veo in its discretion determines otherwise, You will be billed and shall pay in U.S. dollars. You shall be responsible to reimburse Veo for any costs of collection of amounts due hereunder, including attorney's fees and court costs.

If You dispute any Veo charge, then You must (a) contact Veo within 10 calendar days from the end of the month with the disputed charge, and (b) provide to Veo all Vehicle use information that is necessary to identify the disputed charge (such as the date of the trip and the approximate starting and ending times).

If for any reason Your credit card company or financial institution refuses to pay any amount billed or collectable by Veo in accordance with this Agreement, You agree that Veo may, at its option, suspend or terminate Your Account, including any Subscription (as defined below), and require You to pay the overdue amount by other means acceptable to Veo. In addition, Veo may charge a fee for reinstatement of suspended or terminated Accounts. In the event legal action is necessary to collect on balances due, You agree to reimburse Veo for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

#### 1.6. Changes In Services And Pricing.

Veo is constantly updating and revising its offerings of products and services, and may discontinue or alter its products and services at any time without notice. All pricing for the products and services available via the Services is subject to change. For all of Veo's prices and products, including those provided for in this Agreement, Veo reserves the right to make adjustments due to changing market conditions, errors in advertisements, of for any other reason, in its sole discretion; provided, no pricing change will be applied retroactively (unless charged in error).

#### 1.7. Chargeback Policy.

All references to a "chargeback" refer to a reversal of a credit/debit card charge. There is no reason for a chargeback to ever be filed. If a credit is due, simply contact Veo for payment. You agree to immediately contact Veo if You feel that Your credit/debit card was used fraudulently in connection with the Services. You agree to repay Veo all costs and expenses incurred as a result of any chargeback your file.

YOU AGREE THAT YOU WILL NOT CHARGEBACK ANY AMOUNTS CHARGED TO YOUR CREDIT/DEBIT CARD BY Veo IN CONNECTION WITH THE SERVICES AND PURSUANT TO THIS AGREEMENT. IF YOU CHARGEBACK A CREDIT/DEBIT CARD CHARGE FOR A PAYMENT INITIATED BY YOU, YOU AGREE THAT Veo MAY RECOVER THE AMOUNT OF THE CHARGEBACK, IN ADDITION ANY CHARGEBACK FEES LEVIED BY A PAYMENT SERVICE PROVIDER, BY ANY MEANS DEEMED NECESSARY, INCLUDING BUT NOT LIMITED TO RECHARGING YOUR CREDIT/DEBIT CARD OR HAVING THE AMOUNT RECOVERED BY A COLLECTION AGENCY.

#### 1.8. Intellectual Property Rights Reserved.

You acknowledge and agree that the Services and any necessary software used in connection with the Online Services contain proprietary and confidential information that is protected by applicable intellectual property law and other laws. You further acknowledge and agree that content contained in advertisements or information presented to You through the Services or by advertisers is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. As between You and Veo, and except as expressly provide in this Agreement, all right, title and interest in and to any intellectual property incorporated, used, or made viable in connection with to the Services will remain solely with Veo. Except as expressly permitted by applicable law or as authorized by Veo or the applicable licensor, such as an advertiser, You agree not to modify, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Services, in whole or in part.

#### 1.9. Submitted Content.

Veo does not claim ownership of any information which You submit, disseminate, or otherwise make available through the Online Services or communicate to Veo (collectively "Submissions"). However, subject to Veo's Privacy Policy, You hereby grant to Veo a worldwide, royalty-free, perpetual, non-exclusive, sublicensable, and transferable license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display, in whole or in part, Submissions for any purpose, and to incorporate Submissions into other works in any format or medium known or later developed. You agree to the Submission rules found here as part of this Agreement and/or provided through the Services. Veo shall not treat any Submission as confidential and shall not incur any liability as a result of any similarities that may appear in future Veo services or products. You acknowledge that You are fully responsible for all Submissions, including their legality, reliability, appropriateness, originality, and copyright. You hereby represent and warrant that Your Submissions do not infringe the rights of any third party.

#### 1.10. Inappropriate Material.

You are prohibited from transmitting any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic or profane material, any material that infringes or misappropriates third party intellectual property, or any "spam" materials via the Online Services. In addition to any other legal remedies that Veo may have, Veo may suspend or terminate Your Account, including Your access to the Services, in the event Veo, in its sole discretion, determines or believes You to be in violation of this provision. Veo will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone transferring or submitting such materials.

#### 1.11. Map Integration.

The map data provided to You via the App and otherwise in connection with the Services is based on the current map information available to Veo by one or more third parties (currently through the incorporation Google Maps API, but subject to change at any time in Veo's sole discretion) and may be inaccurate or incomplete. By Your use of the Services, You acknowledge and agree to be bound by such third party provider's term of services (for Google Maps, available here).

#### 1.12. Third Party Interactions.

During use of the Online Services, You may enter into correspondence with, purchase services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services. Additionally, certain of our Services may be provided through third party service providers (in which case those third parties will be clearly identified to You). Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between You and the applicable third-party. Veo shall have no liability, obligation, or responsibility for any such transaction, correspondence, purchase, or promotion between You and any such third party. Veo does not endorse any sites on the Internet that are linked through its Services. Veo provides these links to You only as a matter of convenience, and in no event shall Veo be responsible for any content, products, or other materials on or available from such sites. Veo provides products to You pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware, or services used in connection with the Services may require Your agreement to additional or different license or other terms prior to Your use of or access to such software, hardware, or services.

#### 2. Rental And Use Of Vehicles

#### 2.1. Rental Of Vehicles; Service Areas.

Veo may rent Vehicles to You from time to time pursuant to the terms of this Agreement. You agree to only use, operate, and ride Vehicles in the applicable designated area on the Veo App ("Service Area"). In the event You operate or use the Vehicle outside of the Service Area, Veo may charge You a fee up to the replacement cost of the Vehicle. If you take a Vehicle outside of the Service Area, You will continue to be charged for the rental of the Vehicle until that Vehicle is returned to the Service Area and Your rental of that Vehicle is deactivated. You agree to return any rented Vehicle to Veo, at a location within the Service Area; provided, in the case that Veo's local partner may require Vehicles be returned to specific location within the Service Area (as designated by posted sign or within the App), You agree to do the same or be subject to additional fees as provided herein. All Vehicles must be returned in the same condition in which it was rented, normal wear and tear excepted.

#### 2.2. You Are The Sole Account User.

You and Veo are the only parties to this Agreement. You are the sole authorized renter ("User") of Vehicles pursuant Your Account, and You are solely responsible for compliance with all terms and conditions contained herein. You understand that, subject to Sections 2.3 and 2.20, when You activate a Vehicle, the Vehicle must be used only by You and you may not permit any other party to use that Vehicle until Your rental is deactivated.

#### 2.3. You Must Be At Least 18 Years Old.

You represent that You are at least 18 years old. Except for E-Vehicles, minors who are at least 13 years of age may use other Vehicles pursuant to Your Account, but only if You are the minor's parent or legal guardian. By authorizing use of the Service by a minor, You agree that You are fully responsible and liable for, and agree to defend, indemnify, and hold Veo harmless from, all injuries, damages, costs and expenses arising from or related to the minor's use of the Services. Further, You represent and warrant to Veo, and shall ensure that, such minor accepts and complies with this Agreement as a User. Minors under the age of 18 are not permitted to use F-Vehicles.

#### 2.4. Vehicles Are The Exclusive Property Of Veo.

You agree that the Vehicles, and any Veo equipment attached thereto or otherwise provided, are and shall remain the exclusive property of Veo. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part thereof, or any other Veo equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle or any other Veo equipment or property for any advertising or similar commercial purpose.

#### 2.5. Reserving Veo Vehicles.

You may either reserve a Vehicle through a reservation via the Online Services, or Vehicles may be available on a first-come-first-served basis. You shall make all reservations through the Online Services in advance of Your use and will be billed at the time of reservation. You may cancel or change an existing reservation through the Online Services until 10 minutes after the reservation was made.

#### 2.6. You Are A Competent Vehicle Operator.

As a User, You represent and certify to Veo that You are familiar with the operation of the Vehicle, and are reasonably competent and physically fit to ride the Vehicle. By choosing to ride a Vehicle, You assume all responsibilities and risks for any injuries or medical conditions. You are hereby advised that certain weather conditions, including snow, hail, ice, excessive wind or rain and electrical storms, make Vehicle operation potentially dangerous, and You assume such risks by Your use of a Vehicle under such conditions. You are advised to adjust Your riding behavior and braking distance to suit the weather and traffic conditions.

#### 2.7. Safety Check.

Before each use of a Vehicle, You shall conduct a basic safety inspection, which includes inspecting for the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) proper attachment of the handlebars, seat, base, pedals, and basket (as applicable); (iv) good condition of the frame; (v) with respect to E-Vehicles, battery charge, and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. You agree not to operate a Vehicle if there are any noticeable issues, and to immediately notify customer service to alert Veo of any problems.

#### 2.8. Helmets.

Veo recommends that all Users wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. You agree that none of Veo and its Released Parties (defined below) are liable for any injury suffered by You while using the Services, whether or not You are wearing a helmet at the time of injury. You may need to take additional safety measures or precautions not specifically addressed in this Agreement.

#### 2.9. You Must Follow Laws Regarding Use And Operation Of Vehicles.

You agree to follow all laws pertaining to the use, riding and operation of the Vehicles, including all applicable state and local laws and the rules and regulations pertaining to the location where You are operating the Vehicle, including, without limitation, any applicable helmet and E-Vehicle licensing laws.

#### 2.10. Vehicle Intended For Only Limited Types Of Use.

You agree that You will not operate or use any Vehicle (i) for racing, mountain bike riding, stunt or trick riding; (ii) on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal and/or a nuisance to others; (iii) for hire or reward; or (iv) in violation of any applicable federal, state or local law, order, ordinance, regulation or other rule or requirement.

#### 2.11. Vehicle Routes.

You agree that Veo does not provide or maintain places to ride Vehicles, and that Veo does not guarantee that there will always be a safe place to ride a Vehicle. Roads, bicycle lanes, bicycle routes, trails and other pathways may become dangerous due to weather, traffic, or other hazards.

#### 2.12. No Tampering.

You are not permitted to, and will not, tamper with, attempt to gain unauthorized access using, or otherwise use

the Vehicle or other Veo equipment other than for purposes permitted by and pursuant to this Agreement and in connection with Your Account.

#### 2.13. Weight And Cargo Limits.

You must not exceed the maximum weight limit for Vehicle (300 pounds or as otherwise provided in the Veo App) or the cargo basket on the Vehicle, if equipped (10 pounds), and You must not otherwise use the cargo carrier improperly with regard to the type of contents or any visual obstruction or riding impediment. You acknowledge that the front cargo basket of an equipped Vehicle is intended for light goods only, and that You will not carry people or animals anywhere on a Vehicle.

#### 2.14. Vehicle Operating Hours And Availability.

Veo makes reasonable efforts to provide the Services 24 hours a day, 7 days a week, 365 days per year, but does not guarantee that the Services will be available at all times, as force majeure events or other circumstances might prevent Veo from providing the Services. Access to the Service is also conditioned on the availability of Vehicles, and certain Vehicles may be restricted by time in some locations. Veo does not represent or warrant the availability of any Services or the availability of any Vehicle at any time. The number of Vehicles is limited and Vehicle availability is never guaranteed. Vehicles must be rented within the maximum rental time limits set forth herein and You agree that Veo may require for You to return a Vehicle at any time.

#### 2.15. Prohibited Conduct, And Certain Requirements

As a User of a Vehicle, You agree as follows:

- A. YOU WILL NOT OPERATE (INCLUDING, BUT NOT LIMITED TO ACCESSING, RIDING, OR PARKING) A VEHICLE IN VIOLATION OF ANY APPLICABLE FEDERAL, STATE OR LOCAL LAW, ORDER, ORDINANCE, REGULATION OR OTHER RULE OR REQUIREMENT;
- B. YOU WILL NOT OPERATE A VEHICLE WHILE CARRYING ANY BRIEFCASE, BACKPACK, BAG, OR OTHER ITEMS IF IT IMPEDES YOUR ABILITY TO OPERATE THE VEHICLE SAFELY;
- C. YOU WILL NOT OPERATE A VEHICLE ON ANY PUBLIC SIDEWALK UNLESS PERMITTED BY LOCAL RULE OR ORDINANCE;
- D. YOU WILL NOT ATTACH OR ADHERE THE VEHICLE TO A BUS, CAR, OR ANY OTHER SIMILAR MODE OF TRANSPORTATION:
- E. WHILE RIDING A VEHICLE, YOU WILL NOT USE ANY CELLULAR TELEPHONE, TEXT MESSAGING DEVICE, PORTABLE MUSIC PLAYER, OR OTHER DEVICES THAT MAY DISTRACT YOU FROM SAFE OPERATION OF THE VEHICLE;
- F. YOU WILL NOT OPERATE A VEHICLE WHILE UNDER THE INFLUENCE OF ANY ALCOHOL, DRUGS, MEDICATION, OR OTHER SUBSTANCE THAT MAY IMPAIR YOUR ABILITY TO SAFELY OPERATE THE VEHICLE;
- G. YOU WILL NOT CARRY A SECOND PERSON ON A VEHICLE:
- H. YOU WILL DEACTIVATE YOUR RENTAL AND LOCK THE VEHICLE WITHIN THE SERVICE AREA AS REQUIRED HEREIN;
- I. YOU WILL ONLY USE LOCKING MECHANISMS PROVIDED BY VEO AND YOU WILL NOT ADD ANOTHER LOCK TO A VEHICLE;

J. YOU WILL PARK THE VEHICLE AT A LAWFUL PARKING SPOT FOLLOWING YOUR USE (I.E. THE VEHICLE CANNOT BE PARKED ON PRIVATE PROPERTY OR IN A LOCKED AREA OR IN ANY OTHER NON-PUBLIC SPACE); AND

K. YOU WILL NOT PARK THE VEHICLE IN SUCH A WAY AS TO (i) OBSTRUCT A MOVING LANE; OR (ii) LEAVE LESS THAN A 3-FOOT CLEARANCE WIDTH FOR CONTINUOUS PASSAGE ON ANY SIDEWALK OR WALKWAY PATH, INCLUDING MEANS OF INGRESS/EGRESS TO OR FROM ANY BUILDING.

In the event of your violation of this Agreement, You may incur additional fees as provided in Section 3 below. In addition, and without limitation, Veo may suspend, cancel, or terminate Your Account, including Your access to the Services.

#### 2.16. E-Vehicles Specific Terms.

As a User of an E-Vehicle, in addition to the prohibited conduct above, You acknowledge and agree as follows:

A. YOU ASSUME SOLE RESPONSIBILITY FOR CHECKING AND E-VEHICLE'S CHARGE LEVEL BEFORE USE, AND MONITORING DURING USE, TO ENSURE IT IS ADEQUATE FOR YOUR INTENDED OPERATION (INCLUDING THE RETURN OF THE E-VEHICLE AS PROVIDED HEREIN);

- B. VEO DOES NOT GUARANTEE THAT ANY DISPLAYED E-VEHICLE CHARGE LEVEL IS ACCURATE, OR THAT E-VEHICLE PERFORMANCE AT VARIOUS CHARGE LEVELS WILL BE CONSISTENT FROM E-VEHICLE TO E-VEHICLE;
- C. E-VEHICLE CHARGE LEVEL, AND THE RATE THAT IT DECREASES, IS IMPACTED BY CERTAIN EXTERNAL FACTORS (WEATHER, ROAD CONDITIONS, AGE OF THE POWER SOURCE, ETC.) AND VEO CANNOT GUARANTEE ANY SPECIFIC LEVEL OF PERFORMANCE AT ANY CHARGE LEVEL;
- D. E-VEHICLE FEATURES AND OPERATIONS, INCLUDING SPEED, MAY DECREASE (OR CEASE) WITH USE COMMENSURATE WITH ITS CHARGE LEVEL AND YOU WILL MONITOR AND MODIFY (AND CEASE) YOUR USE OF AN E-VEHICLE ACCORDINGLY: AND
- E. AN E-VEHICLE MAY NOT HAVE SUFFICIENT CHARGE TO OPERATE UNTIL YOUR INTENDED DESTINATION.

#### 2.17. Reporting Of Damage Or Crashes.

You must report any accident, crash, damage, or personal injury involving a Vehicle, or any or stolen or lost Vehicle, to Veo as soon as possible. In the event of a stolen Vehicle, or if a crash involves personal injury or property damage, You must file a report with the local police department within 24 hours.

#### 2.18. Lost Or Stolen Vehicle.

If a Vehicle is not returned within 48 consecutive hours, then the Vehicle may be deemed lost or stolen by Veo, and a police report may be filed with local authorities. The data generated by the Services' computer is conclusive evidence of the period of use of a Vehicle by a User. You must report any Vehicle disappearance or theft to Veo immediately or as soon as possible. You agree

that You are responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle during Your rental or reasonably resulting from your breach of this Agreement.

#### 2.19. Limitations On Rental.

You agree that Veo is not a common carrier. Alternative means of public and private transportation are available to the general public and to You individually, including public buses and rail service, taxis, and pedestrian paths. Veo provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

#### 2.20. Group Rides

For some Vehicle types, and in some locations, the Services may allow you to start a "Group Ride," and have Your guests ("Guests") access Vehicles through Your Account. To use this feature, You are responsible for ensuring that each of Your Guests personally read and agree to be bound by the terms of this entire Agreement as a User (except those provisions requiring creation and maintenance of a separate Account). Without releasing or limiting Your Guests' liability hereunder, You are fully responsible for (i) ensuring that all of Your Guests are at least 18 years old, (ii) any damages and injuries that occur during the Group Ride that are caused by You or Your Guests, (iii) only allowing one Guest per Vehicle, (iv) paying for all of the fees that occur in connection with Your Group Ride, and (v) You are legally responsible for all of your Guests' conduct as if it was Your own. Further, You agree to indemnify and hold Veo harmless from any Claims (defined below) arising from Your Guests use of the Services, including, without limitation, any Claims for personal injury or bodily damages made by such Guests.

## 3. Subscriptions And Autorenewals; Other Fees

#### 3.1. Subscription Term.

Your subscription for Services (Your "Subscription") will commence as of the date that Your payment for the Subscription is received and will continue in full force for the length of the term. You purchase (the "Initial Term") and will renew as provided below for successive Renewal Terms (day-to-day, month-to-month, semester-to-semester, or annually) until such time as You cancel. Your Subscription ("Subscription Term"), except as otherwise provided herein.

#### 3.2. Auto-Renewal.

Your Subscription will automatically renew at the end of Your Subscription Term continuously and indefinitely for period equal to the Initial Term (each a "Renewal Term") without action by You, and the Subscription membership fee will be charged to You at the time of renewal. By payment of Your initial membership fee, You are agreeing to pay a reoccurring subscription fee automatically (at the then-current rate in the Veo App) unless you cancel prior to the expiration of the current Initial Term or Renewal Term, as the case may be. Fees will be charged to Your original payment method automatically at the beginning of Your Subscription Term, and at the beginning of each Renewal Term thereafter on the calendar day corresponding to the commencement of Your current Subscription Term, unless You cancel Your Subscription.

#### 3.3. Subscription Termination.

You may cancel Your Subscription at anytime; provided, a cancellation will only be effective at the expiration for the then-current Initial or Renewal Term, as applicable. In such event, You will not be entitled to receive a refund for the unused portion of the remainder of the Subscription Term. In order to cancel Your Subscription please call

customer service at 855-836-2256 or by sending an email to <u>hello@veoride.com</u>.

#### 3.4. Promotional Codes.

Lucky Ride and other discount promotional codes are one-time only offers and can only be redeemed via the Veo App. Veo reserves the right to modify or cancel discounts or promotional ride amounts at any time. Discounts are limited to one per User and Account, and may not be combined with other offers. Discounts are non-refundable, non-transferable and may not be resold. The Lucky Ride discount promotional codes will only be sent out after a Vehicle is locked or parked within the Service Area as provided herein.

#### 3.5. Maximum Rental Time And Charges.

The maximum continuous rental time for a Vehicle is 48 hours. You agree that You will deactivate the Vehicle rental within 48 hours and return the Vehicle to the Service Area as provided herein following Your initial rental of any specific Vehicle; provided You may then rent that Vehicle again immediately thereafter. The maximum daily charge for Vehicle rental is \$48 and is based on a calendar day. After the return of the Vehicle, You will be charged the accumulated rental charges, or the maximum daily charge; whichever is less. Vehicles not returned (locked and a Your use concluded) within 48 hours may be considered lost or stolen, and the last User of such Vehicle may be charged up to \$600 per pedal bike, \$1,400 per electric scooter, \$1,600 per fat-tire bike, and \$2,600 per electric bike, and a police report may be filed. Veo may also charge a service fee of \$30 for Your Vehicle rentals in excess of 24 hours where the Vehicle is not lost or stolen.

#### 3.6. Pick Up Fees.

If You do not return a rented Vehicle to the Service Area as provided herein (including, without limitation, in the event You deactivate the Vehicle on private property, a locked community, or another unauthorized or unreachable area), and request that the Vehicle be picked up by Veo, Veo may, at its sole discretion, charge You a pickup fee up to \$120. If any Vehicle rented through Your Account is abandoned (i.e., You do not timely deactivate Your rental of a Vehicle), You will be responsible for all fees incurred with respect to such Vehicle until it is recovered and deactivated, plus a service charge (currently \$120.00) to recover the Vehicle.

#### 3.7. Insufficient Vehicle Rental Time.

If You have prepaid your Vehicle rental time and the remaining balance is less than your actual Vehicle rental time, you incur fees (including, but not limited to those fees provided in Sections 3.5 and 3.6) such that Your Veo account reaches a negative balance, or, for any other reason, Your Veo account reaches a negative balance, You acknowledge and agree that Veo will charge for the fees incurred and Services used, at rates as may be provided from time to time via the App, payable in accordance with this Agreement.

#### 3.8. No Refunds.

All fees paid or payable by You to Veo, including the fees as discussed above and other costs and fees as provided in this Agreement and the Veo App, are final and nonrefundable except in Veo's sole and absolute discretion.

## 4. Assumptions Of Risk And Release

#### 4.1. Assumption Of Risk.

You are solely and fully responsible for Your safe operation of the Vehicles at all times. You agree that Vehicles are machines that may malfunction, even if the properly maintained, and that such malfunction may cause injury. You agree that operating a Vehicle involves many obvious and not

so-obvious risks, dangers, and hazards, which may result in injury or death to You or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. You agree that such risks, dangers, and hazards are Your sole responsibility, including, but not limited to, choosing whether to wear a helmet, whether or not required by law, or utilize other protective gear. You agree that if Your use of any of the Services causes any injury or damage to another person or property, then You may be liable for all resulting injuries, damages, and related costs. By choosing to operate a Vehicle, You assume full and complete responsibility for all related risks, dangers, and hazards, and agree that Veo and all other Released Persons are not responsible for any injury, damage, or cost caused by You with respect to any person or property, including the Vehicle itself.

YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE SERVICES, INCLUDING ANY VEHICLE OR RELATED EQUIPMENT, IS AT YOUR SOLE RISK.

#### 4.2. Release.

Except for Claims caused by the Released Person's gross negligence or willful misconduct, and in exchange for You being allowed access to and use of the Services, You (for yourself and Your heirs, agents, affiliates, representatives, successors, and assigns) do hereby fully and forever release and discharge all Released Persons for all Claims that You have or may have against any Released Person, whether caused by the sole or partial negligence of Veo and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating a Vehicle. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases.

"Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred at trial, on appeal, or otherwise), damages (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any Vehicle, equipment or related information, or (b) Your use of any of the foregoing.

"Released Persons" means, collectively Veo and all of its owners, directors, officers, affiliates, employees, agents, representatives, successors, and assigns, elected and appointed officials, volunteers, successors and assigns, and (ii) each Host of the Services (including any third party giving Veo permission or a license to use its owned or controlled property in connection with the Services) and all of the Host's owners, officers, elected and appointed officials, directors, affiliates, employees, agents, representatives, successors, and assigns.

## 5. Indemnification; Warranty Waiver And Limitations On Liability

#### 5.1. Indemnification.

You agree to indemnify, defend and hold Released Persons harmless from and against all third party Claims that

may be asserted arising out of or in any way connected with Your access to or use of the Services, including Your Vehicle use, Vehicle use by Your Guests, or the condition of the streets, sidewalks, rights-of-way or other associated property on which the Services and Vehicle are used.

#### 5.2. No Warranties.

ALL OF THE SERVICES, INCLUDING ANY VEHICLE OR RELATED EQUIPMENT, ARE PROVIDED "AS IS" AND "AS AVAILABLE" (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK). TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO YOUR USE OF ANY OF THE SERVICES, VEHICLES, OR RELATED EQUIPMENT, Veo AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Veo AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES, INCLUDING ANY VEHICLE OR RELATED EQUIPMENT, WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SAME.

#### 5.3. Limited Liability.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, Veo AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED OR CONTEMPLATED IN THIS AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, INCLUDING ANY VEHICLE OR RELATED EQUIPMENT, (C) YOUR BREACH OF THIS AGREEMENT OR YOUR VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW, ORDER, ORDINANCE, REGULATION OR OTHER RULE OR REQUIREMENT, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU, (E) YOUR FAILURE TO WEAR A HELMET WHILE USING A VEHICLE, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. THESE LIMITATIONS ARE EFFECTIVE EVEN IF Veo OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

THE AGGREGATE LIABILITY OF Veo AND ALL OTHER RELEASED PERSONS TO YOU, FOR ALL CLAIMS IN THE AGGREGATE, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100.

SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS SECTION 5 MIGHT NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## 6. Termination

#### 6.1. Generally.

In addition to Your ability to terminate Your Account, Your Subscription and this Agreement as provide herein, Your Subscription will automatically end 10 years after Your last login to your las Vehicle rental; provided, however, that Your personal financial responsibility under this Agreement expires one year after the Your last use of the Services.

#### 6.2. Termination By Veo.

Veo may unilaterally terminate Your Account or Your Subscription, including this Agreement and your access to

and/or right to use the Services, at any time and from time to time, in Veo's sole discretion and without any notice or cause.

#### 6.3. Survival Of Terms.

The provisions of this Agreement that are intended to survive termination, and all of Your financial obligations hereunder (regardless of whether charged or incurred during or after the Subscription Term, will remain in full force and effect regardless of how this Agreement is terminated.

# 7. Dispute Resolution; Binding Arbitration; Class Action Waive

YOU SHOULD READ THIS SECTION CAREFULLY AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

#### 7.1. Governing Law.

This Agreement is governed by the laws of the State of Indiana, excluding principles of conflicts of laws.

#### 7.2. Initial Resolution Attempts.

You and Veo will engage in good faith negotiation to resolve any dispute, claim, or question, and use their respective best efforts to settle the same, as a condition precedent to either party initiating any court action, lawsuit, mediation, or arbitration.

#### 7.3. Binding Arbitration.

If the no resolution is reached in the initial resolution process, either party may initiate binding arbitration as the sole means to resolve claims, as provided herein. All claims arising out of or relating to this Agreement, including access to and use of the Services, and use and rental of any Vehicle, shall be finally settled by binding arbitration administered by JAMS under the applicable commercial arbitration rules, excluding any rules or procedures governing or permitting class actions.

The arbitrator shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, non-appealable, and binding on the parties, and may be entered as a judgment in any court of competent jurisdiction.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Veo will pay the additional cost. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

#### 7.4. Location.

Arbitration in connection with this Agreement shall take place in Tippecanoe County, Indiana, unless otherwise mutually agreed to by the parties. With respect to any matter not subject to arbitration in connection with this Agreement, the parties mutually consent to the exclusive jurisdiction of the state and

federal courts located in Tippecanoe County, Indiana, and further agree to accept service or process by mail.

#### 7.5. Class Action Waiver.

YOU AGREE THAT YOU MAY ONLY BRING CLAIMS AGAINST Veo IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The parties agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then Section 7.3 shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

#### 7.6. Opt-Out Rights.

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to hello@veoride.com. The notice must be sent within 30 days of your Account creation, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Section 7.3 will be deemed void and removed from this Agreement.

#### 7.7. Intellectual Property Claims.

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).

#### 7.8. Changes To This Section.

Notwithstanding anything in this Agreement to the contrary, Veo will provide prior written notice of any changes to this Section 7. Changes will become effective only after prior written notice and will apply prospectively only to any claims arising after the notice period.

## 8. Miscellaneous Terms

#### 8.1. Permitted Disclosures.

All personally identifiable information that is held by Veo and pertains to Users, including all names, addresses, phone numbers, and email addresses will be kept by Veo in accordance with its privacy policy linked to www.Veo.com/privacy provided, however, that (i) if there is any accident where a User is unable to communicate personal information to the appropriate authorities, then Veo may, in its sole discretion, provide a User's name, address, phone number, and other important information to such authorities, (ii) if Veo receives a subpoena from any court or other authority, then Veo will provide all requested information in accordance with applicable law, and (iii) Veo may disclose aggregate and other data about Users in accordance with applicable law, including, without limitation, general latitude and longitude data for User addresses (provided this would not allow any individual's address to be separately identified).

#### 8.2. License To Image And Likeness.

You hereby knowingly, voluntarily, and irrevocably (i) give Your full and unconditional consent to Veo and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (ii) grant to Veo and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Veo may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (iii) waive, release, and discharge all Released Persons from all Claims that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.

#### 8.3. Notice.

Veo may be contacted by emailing <a href="mailto:hello@veoride.com">hello@veoride.com</a>.

#### 8.4. Waiver And Severability.

NO WAIVER OF ANY BREACH OF ANY PROVISION OF THIS AGREEMENT IS A WAIVER OF ANY OTHER BREACH OR OF ANY OTHER PROVISION OF THIS AGREEMENT. THE PROVISIONS OF THIS AGREEMENT ARE INDEPENDENT OF AND SEPARABLE FROM EACH OTHER, AND NO PROVISION SHALL BE AFFECTED OR RENDERED INVALID OR UNENFORCEABLE BY VIRTUE OF THE FACT THAT FOR ANY REASON ANY OTHER OR OTHERS OF THEM MAY BE INVALID OR UNENFORCEABLE IN WHOLE OR IN PART.

#### 8.5. Cumulative Remedies.

All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

#### 8.6. Modifications.

Except as expressly provided above, Veo may, at any time and from time to time, and without Your prior notification or consent being required, unilaterally amend, modify, or change this Agreement, in its sole discretion by posting such amended or modified Agreement on its Online Services. By continuing to use any Services after any amendment, modification, or change, You agree to be bound by all such amendments, modifications, and changes. You must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Notwithstanding the foregoing, in the event any notice to You of modification to this Agreement is determined to be insufficient or otherwise not binding on You, the prior agreement between You and Us shall continue until sufficient notice to establish a new agreement occurs.

### 8.7. Entire Agreement.

This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement and the within referenced Veo agreements supersede all other prior agreements, written or oral, relating to such subject matter.

# **Appendix 2: Privacy Policy**

**VEO PRIVACY POLICY** 

LAST UPDATED: AUGUST 4, 2020

This Privacy Policy ("Privacy Policy") was developed as an extension of the commitment made by VeoRide, Inc., an Indiana corporation ("Veo") to combine quality products and services with integrity in dealing with its customers ("You" or "Your") accessing or using Veo's websites and/or mobile applications. This Privacy Policy applies to the Veo Terms of Service, found at www.veoride.com/terms, and Your access and use of all Services. Capitalized terms not defined herein shall have the meanings stated in the Veo Terms of Service.

This Privacy Policy explains how Veo collects, uses, and safeguards the information You provide to Veo and assists You in making informed decisions when using the Services.

1. CHANNELS VEO COLLECTS INFORMATION FROM.

Veo collects information from You via its mobile application, websites, issue-reporting submissions submitted by You to Veo, emails sent by You to Veo, Your social media accounts, any job applications submitted directly or indirectly by You, and any information provided by You in any phone or other communication with Veo.

- 2. WHAT INFORMATION VEO COLLECTS. Via the above channels, Veo may collect the following information from You:
- 2.1. "Personal Information" such as Your name, e-mail address, telephone number, postal address, credit card information, billing and contact information, demographic information, and location information; and
- 2.2. "Non-Personal Information" of a nature that does not personally identify You, including Your manner of access and use of Veo's Services.
- 3. WHEN AND HOW VEO COLLECTIONS INFORMATION. You may provide Veo or its agents with information in several ways, including, for example, when You: register for an account, create a user profile, or provide payment information; manage Your account; use one of Veo's Services; register for an event sponsored by Veo; authorize Veo to collect Your social media information; upload content via Veo's Services; sign up to receive alerts or other information via email, text or instant message from Veo; ask for customer service, support or other assistance; participate in communities or other forums, or comment on blog entries; interact with Veo in any other way, including through one of its Services; or submit an application to work at Veo.
- 3.1. Location Information. With Your consent, Veo collects information about Your location from its Services. For example, while You are renting a Vehicle, Veo may collect information about the location of the Vehicle, the routes taken by the Vehicle, and the rental status of the Vehicle. Veo also collect information about Your location that You provide or enable Veo to collect through the Services. Veo also collects Your device's source IP address, which may disclose the location of Your device at the time You access the Services. While You can always decide not to share information about Your location with Veo, You must agree to provide certain types of location information, including, for example, the location of any Vehicle while You are renting it, if You want to use certain aspects of the Services.
- 3.2. Personal Information from or Through Social Media Platforms. When You interact with any page or account on a social media platform, such as Facebook, Twitter, Google+, Tumblr, LinkedIn, YouTube, or Pinterest, Veo may collect the Personal Information that You make available on that page or account, including Your account ID or "handle" and that the social media platform permits Veo to collect, in compliance with their privacy policy. If You publish Your social media profile on the Services, Veo may collect Personal Information that You make available as part of that profile.

- 3.3. Personal Information from Other Sources. Veo may also collect Personal Information from other sources or from offline interactions to, among other things, verify and update information contained in Veo's records and to better customize the Services for You. Veo may also collect Personal Information about You from credit reporting agencies to, for example, determine Your creditworthiness, credit score, and credit usage.
- 3.4. Personal Information from Surveys or Promotions. From time to time, Veo may provide You with the opportunity to participate in surveys or promotions, some of which might be sponsored or conducted by a third party. Participation in these surveys and promotions are completely voluntary. If You choose to participate, Veo will request certain Personal Information from You. If there is a third-party sponsor involved in the survey or promotion, please make sure to review the sponsor's privacy notice.
- 3.5. Personal Information about Third Parties We Collect Using the Tell-A-Friend Feature. Veo may from time to time conduct a referral service to introduce people You know to the Services. If You choose to use such referral service to tell someone about the Services or any promotion thereof, Veo may ask You for Your contact's name, phone number or email address. Veo will automatically send Your contact a one-time email or text message inviting him or her to access and/or use the Services. Veo will store this information for the purpose of sending this one-time email and tracking the success of the referral program. Your contact may contact Veo to request that this information be removed from Veo's database.
- 3.6. Personal Information We Collect Using Cookies and Other Tracking Technologies. Like many websites and mobile applications, Veo may use "cookies", which are small text files that are stored on Your computer or equipment when You visit certain online pages that record Your preferences and actions. Veo may also use cookies to monitor traffic, improve the Services, and make it easier and/or relevant for Your use. Like many apps and websites, Veo may use cookies, web beacons and similar technologies to record Your preferences, track the use of the Services and Your interaction with advertisements, monitor traffic, improve the Services, and make it easier, and more relevant, for You. Veo may also use cookies to: find Your account information when You access the Services (a cookie is created when You register for an Account); determine the browser You are using so the Services work properly; assist with sending You e-mail newsletters; generate analytics regarding Your use of Services; and estimate Veo's audience size by determining whether Your visit is Your first.

Veo may use both "session" cookies and "persistent" cookies, but does not currently use flash cookies, web storage, web beacons or other technologies that track Your browsing history across multiple applications or websites.

Veo may also use Google Analytics, a web analytics service provided by Google, Inc. ("Google"), on the Services. Google Analytics uses cookies or other tracking technologies to help analyze how users interact with and use the Services, compile reports on the related activities, and provide other services related to Your activity and usage. The technologies used by Google may collect information such as Your IP address, time of visit, whether You are a return visitor, and any referring website or application. The Services do not use Google Analytics to gather information that personally identifies You. The information generated by Google Analytics will be transmitted to and stored by Google and will be subject to Google's privacy policies.

Veo may partner with third party advertising companies to better provide advertisements about its goods and services that may be of interest to You. These third-party advertisers may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about You when You use the websites or applications. They may collect information about Your online activities over time and across different websites, applications, or other online services. They may use this information to provide You with interest-based advertising or other targeted content. These online advertising partners do not have access to, or the ability to use and Personal Information from Veo without Your consent. They may, however, use persistent identifiers to anonymously track Your Internet usage across other websites and applications over which Veo has no control. Although Veo restricts their further use of any Personal Information they might receive from it, they may, with sufficient data from other sources, be able to personally identify You, without Veo knowing or having the ability to control.

Third-party ad serving companies and other unaffiliated advertisers also display advertisements on via the Services. As part of their service, they may place a separate cookie on Your computer or utilize other data collection and tracking technologies, to collect information such as Your IP address, browser type, the server Your computer is logged onto, the area code and zip code associated with Your server, and whether You responded to a particular advertisement. For a listing of the third party companies Veo may allow to place cookies to serve ads on the Services, click here. Veo does not control these third parties' tracking technologies, how they may be used, or the information they may collect, and Veo is not responsible for the privacy policies or the content of those third parties. Please visit the sites of those businesses at the links above to review their privacy policies. Veo may add or change the list of third party ad servers from time to time and encourages You to regularly check this section for changes. You can learn more about online advertising at www.aboutads.info/consumers.

Many of the third-party advertisers that place tracking tools on or through the Services are members of programs that offer You additional choices regarding the collection and use of Your information. You can learn more about the options available to limit the collection and use of Your information by these third parties by visiting the applications for the Network Advertising Initiative and the Digital Advertising Alliance, as well as the webpages for Facebook's ad preferences tool and privacy policy. You can also learn about Your options to opt-out of mobile app tracking by certain advertising networks through Your device settings. For more information about how to change these settings for Apple, or Android, see:

Apple: http://support.apple.com/kb/HT4228

Android: http://www.google.com/policies/technologies/ads/

Please note that opting-out of advertising networks services does not mean that You will not receive advertising while using the Services or on other applications, nor will it prevent the receipt of interest-based advertising from third parties that do not participate in these programs. It will, however, exclude You from interest-based advertising conducted through participating networks, as provided by their policies and choice mechanisms. Your browser or device may include "Do Not Track" functionality. Because a "Do Not Track" compliance protocol has not yet been finalized, Veo's information collection and disclosure practices, and the choices provided to You, will continue to operate as described in this Privacy Policy, whether or not a Do Not Track signal is received. If You delete Your cookies or if You set Your browser or device to decline these technologies, some functions of the Services may not function at all, or may not function as designed.

- 3.7. Consolidating Your Personal Information. Veo may use the information from one portion of one of the Services for other portions thereof, and may combine Personal Information gathered from multiple sources, including Personal Information collected off-line or receive from third-party sources to enhance, expand, and check the accuracy of Your customer records, into a single customer record or analysis or report. Veo follows this Privacy Policy with respect to all of Your Personal Information regardless of how it was collected.
- 3.8. Non-Personal Information Collected. Veo and third party vendors may collect information about Your computer hardware and software, such as browser information, access times, the date and time of visits, the website pages viewed, time spent at Veo's website, websites that You visited just before and just after Your visit to Veo's website, riding time on a Vehicle, length of Vehicle operation, speed while operating a Vehicle, and certain other information collected through cookies, pixel tags, mobile applications, and other technologies.
- 4. HOW VEO USES PERSONAL INFORMATION. Veo may use Your Personal Information, including information about Your location, to: provide Services to You at Your request; track the Vehicles; upload Your content to the Services at Your request; permit You to update, edit, and manage Your content on the Services; communicate with You about Your account or transactions with Veo (including service related announcements) and send You information about features and enhancements of the Services; communicate with You about changes to Veo policies; communicate with You about Your comments to a blog post; personalize content and experiences on the Services, including providing You with reports, recommendations and feedback based on Your preferences; optimize or improve the Services; automatically update Veo applications on Your device; detect, investigate, and prevent

activities that may violate Veo's policies or be illegal; and perform statistical, demographic, and marketing analyses of users of the Services.

5. VEO'S LEGAL BASIS FOR USING YOUR PERSONAL INFORMATION. There are a number of bases in data protection law that permit Veo to use Your Personal Information for the purposes described in this Privacy Policy, including that: You have provided Your consent to use Your Personal Information for that purpose, including, for example, where You have given Your consent to send You electronic marketing; Veo needs to use Your Personal Information in order to fulfill its terms of service in order to provide the Services to You; Veo needs to comply with a legal obligation, including, for example, responding to government or law enforcement information requests; and/or the processing is necessary for the purposes of Veo's legitimate interests, provided such use is balanced against Your rights and interests.

Veo's legitimate interests to use Your Personal Information include: to ensure effective administration and management of Your relationship with Veo, including any Vehicle rentals; to understand how Veo's customers use the Services and to manage its Vehicle fleet; to carry out research and analysis on what services or products Veo's customers want or otherwise to improve the Services; to understand how Veo's customers use the Services, and identify any issues in how the Services are used and how it can improve the customers usage experience; to tell customers about the various Services Veo offers; to understand and respond to customer feedback; to better tailor and personalize the Services; to prevent, detect, or investigate unauthorized use of the Services or Vehicles, and ensure compliance with Veo's policies; to manage any disputes and accidents and take legal or other professional advice.

- 6. WHO VEO PROVIDES YOUR PERSONAL INFORMATION TO. Except as disclosed in this Privacy Policy, Veo does not disclose Your Personal Information collected online to any company not an affiliate, subsidiary or related entity to Veo. In no event will Veo sell or rent Your Personal Information as part of a customer list or similar transaction. Veo may use and share Your Personal Information with affiliated and non-affiliated organizations as follows:
- 6.1. With credit card issuers and financial institutions in order to obtain payment from You, such that they may process payments and refunds, verify the absence of fraud, or assist in debt collection, in the course of the performance of a contract or on the basis of other legitimate interests.
- 6.2. With IT services providers (including IT platform provides and website analytic service providers) in order to provide the Services to You and to analyze Your use of the Services, such that they may support Veo's IT systems, provide hosting, processing and analyzing services with respect to information and data collected, and provide maintenance of such systems, in the course of the performance of a contract or on the basis of other legitimate interests.
- 6.3. With our agents and other service providers, in order for the same to perform function on Veo's behalf, such as hosting, billing, notification, storage, content management, analytics, customer service, fraud protection, etc., in the course of the performance of a contract, on the basis of other legitimate interests, by legal obligation, or through your consent.
- 6.4. With government, regulatory, or law enforcement agencies, in order to verify Your identity and licensing, as requested by those agencies where disclosure is required or permitted by law, to take action with respect to illegal conduct or conduct in violation of Veo's policies or to address an emergency situation (including instances where Veo reasonably determines such to exist or be likely to exist), no the basis of legitimate interests or legal obligations.

Veo may also transfer or assign Your Personal Information to third parties as a result of, or in connection with, a sale, merger, consolidation, change in control, transfer of assets, bankruptcy, reorganization, or liquidation. If Veo is involved in defending a legal claim, it may disclose information about You that is relevant to the claim to third parties as a result of, or in connection with, the associated legal proceedings.

Veo may also use or disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to applicable law or comply with legal process served on Veo, (b) protect and

defend its rights or property, the Services, or other customers, and (c) act under emergency circumstances to protect the personal safety of Veo's employees, affiliates, agents, or customers. This includes exchanging information with other companies and organizations for fraud protection.

- 7. HOW VEO USES YOUR NON-PERSONAL INFORMATION. Veo may use Non-Personal Information collected from You through the Services to optimize or improve the Services, to perform statistical, demographic, and marketing analyses of users of the Services, and for such other purposes as it may deem necessary or beneficial to it from time to time.
- 8. HOW LONG VEO STORES YOUR PERSONAL INFORMATION. Veo keeps Your Personal Information only so long as it determines is necessary to provide You the Services, enforce terms of any agreement between Veo and You or any other party (including following any termination thereof for audit or archival purposes), or as required by law. Factors that may influence the duration include the duration of Your Account, Your frequency of use of the Services, third party contractual obligation to retain any information, and any ongoing or potential legal claims in connection with Your use of the Services.
- 9. SECURITY MEASURES TAKEN BY VEO TO PROTECT YOUR INFORMATION. Veo uses reasonable organizational, technical, and administrative measures to protect Your Limited Personal Information from unauthorized access or disclosure, accidental loss, or destruction. However, no method of transmission over the Internet and no method of electronic storage is one hundred percent secure. Veo strives to use commercially acceptable means to protect Your personal information, but cannot guarantee its absolute security. Communications You may have with Veo via the Services or email may not be secure unless Veo advises You that security measures are in place prior to Your sending information. Therefore, if You choose to communicate with Veo through these means, You are assuming the risk of doing so and Veo requests that You do not send or post sensitive information through these means.
- 10. AGE REQUIREMENT. The Services are not directed at minors. You must be at least 18 years of age to use, access, or register for the Services or to submit personally identifying information to Veo via any of its Services. By using the Services, You are representing that You are at least 18 years old. If You are under the age of 18, then You must obtain permission from a parent or legal guardian before submitting information to Veo via the Services, in accordance with the Terms of Service. Additionally, if Veo obtains actual knowledge that You are under the age of 13, Veo will take reasonable steps to remove Your Personal Information and Passive Information (both defined below) from Veo's databases.
- 11. YOUR OPT-OUT AND INFORMATION ACCESS RIGHTS. If at any time You do not wish to receive the communications stated herein from Veo, You may "opt-out" by writing to VeoRide, Inc., 400 N Racine, Ste. 109, Chicago IL 60642 or by emailing hello@veoride.com. It may take up to 15 days for the change to be fully effective.
- 12. CALIFORNIA CONSUMER PRIVACY ACT. The following provisions apply to You if You are a California resident or use Veo's services in California.
- 12.1 You have the right to request that Veo disclose to You (i) the categories and specific pieces of personal information that Veo has collected about You; (ii) the categories of sources from which the personal information was collected; (iii) the business or commercial purpose for collecting such data; and (iv) if any, the categories of third parties with whom Veo has shared personal information.
- 12.2 You have the right to request that Veo delete any personal information about You which we have collected from You, unless that information is necessary for Veo to retain pursuant to Cal. Civ. Code § 1798.105(d), which for instance, allows retention of such information for completing the transaction for which the personal information was collected, detecting security incidents, or complying with a legal obligation.
- 12.3 Veo will not discriminate against You for exercising Your rights set forth in this Section in violation of Cal. Civ. Code § 1798.125.

12.4 To submit requests for information or deletion pursuant to this Section 12, You may reach out via email to hello@veoride.com. We will endeavor to disclose and deliver requested information to You without charge within 45 days of receiving Your request, and if an extension of such timeframe is reasonably necessary, we will provide you notice of such extension. Veo is not required to provide such information more than twice in a 12-month period. Only You, or someone legally authorized to act on Your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child. Veo cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to You.

12.5 Veo has collected certain information from the following categories of "Personal Information," as set forth in CA Code 1798.140(o)(1), from its users in the past 12 months: (i) identifiers, such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers; (ii) internet or other similar network activity information, including, but not limited to, as browsing history, search history, information on a consumer's interaction with a website, application, or advertisement; (iii) geolocation data; and (iv) inferences drawn from other personal information to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

13. CHANGE IN VEO'S BUSINESS OWNERSHIP OR STRUCTURE. If Veo is subject to a change in control, including by way of an equity transfer or acquisition or a sale of all or substantially all of its assets, or Veo undertakes a corporate reorganization (including a merger or consolidation) or any other action or transfer between entities, You expressly consent to Veo transferring Your information to the new owner or successor entity so that the successor in interest or acquirer can continue providing Services.

14. PRIVACY POLICY CHANGES. This Privacy Policy may be updated from time to time. Please review it periodically as Your use of the Services constitutes Your agreement to this Privacy Policy as amended. Changes to the Privacy Policy will become effective when posted online.

For questions or suggestions regarding this Privacy Policy, please contact Veo at hello@veoride.com.

## **Board of Public Works and Safety**

### Claim Run BW040423

Check Date 4/4/2023

We have examined the vouchers listed on the foregoing voucexcept for vouchers not allowed as shown on the register suc of \$329,360.77. Dated this day of	ch vouchers are hereby allowed in the total amount
	_
PC- 146	_
	· · · · · · · · · · · · · · · · · · ·
Signature of Governing Board	_
I hereby certify that each of the above listed vouchers and invorrect and I have audited same in accordance with IC 5-11-	voices or bills attached thereto, are true and 10-1.6.
Signature	, City Controller

## **Board of Public Works and Safety**

Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	<b>PO</b> #	Check #	Amount	Memo
107408	335	A-1 Packaging Store					113249	\$21.19	
			17000000 - 531100 GF-Police - Postage	Lucas badges shipped for update	333714		over the state of	\$10.77	
	A CONTRACTOR OF THE CONTRACTOR		17000000 - 531100 GF-Police - Postage	Philhower badges sent for update	334288		Volume of the control	\$10.42	
107686	6074	APC Stores, LLC.					113250	\$479.99	
			13000000 - 521321 GF-Engineering - Rep/Maint Parts-Vehicle	Hose,Rad Otlt-Rotor,Distr- Cap.Distr RETURNS	02VR8605			(\$23.49)	
	All property of the control of the c	And a second control of the second control o	20100000 - 521119 Motor Vehicle Highway Fund - Other Garage Supplies	Butt Connectors	02VR0098		Et significant sources to consist	\$44.00	
	The second secon	Construction of the constr	20100000 - 521119 Motor Vehicle Highway Fund - Other Garage Supplies	Butt connectors for shop	02VR8385	A CONTRACTOR OF THE PROPERTY O		\$19.50	
200			20100000 - 521320 Motor Vehicle Highway Fund - Rep/Maint Parts- Equipment	Coolant & filter for Patcher	02VS1113		Control of the contro	\$87.60	And the second of the second o
To a distance with			20100000 - 521320 Motor Vehicle Highway Fund - Rep/Maint Parts- Equipment	Oil & filter for pressure washer	02VR5800			\$15.08	
			20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Blk, super auto attach, for #30	02VP3722			\$16.09	
Company of the same of the sam			20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Connector for #30	02VQ4227			\$30.82	Out may to the fact of the fac
	A PRINCIPLE OF THE PRIN	And the second state of th	20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Core Return	02VQ4697			(\$60.00)	Control of the state of the sta
	Action by American Section 1997		20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Door hinge pint for #30	02VP3704			\$18.18	

# **Board of Public Works and Safety**

### Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor # - Vendor Name	Account	Detail Description	Invoice #	<b>PO</b> #	Check #	Amount	Memo
		20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Filters	02VP4117	The state of the s		\$16.88	
	manus laci esta percenti del secondo del s	20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Filters for #30	02VQ5386			\$36.15	
		20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Hose,Rad Otlt-Rotor,Distr- Cap.Distr RETURNS	02VR8605			(\$60.41)	
		20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Hose,Rad Otlt-Rotor,Distr- Cap.Distr RETURNS	02VR8605	echal programme and the state of the state o	The state of the s	(\$12.79)	
	COLOR	20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Hoses for #30, air tool	02VR4035	**************************************		\$19.12	
		20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Maniforld gasket for #30	02VQ9689		interest. The control of the control	\$68.19	
		20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	O/Clr Set for #30	02VQ4173	manghina pagamil in Aren Silven kanensananya na saka ne Aus	amera s sa San San San San San San San San San Sa	\$8.29	
		20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Repair parts for #30	02VP7168			\$3.59	
		20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Stock Filter	02VR8386			\$88.79	
		20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Stock filters	02VR8387			\$25.35	<u> </u>
		20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Tensioner blet for #30	02VP9040			\$41.00	

# **Board of Public Works and Safety**

### Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	PO#	Check #	Amount	Memo
			20100000 - 521330 Motor Vehicle Highway Fund - Rep/Maint Small Tool/Minor Eqp	Hoses for #30, air tool	02VR4035		Section of the contract of the	\$1.87	
			20100000 - 521330 Motor Vehicle Highway Fund - Rep/Maint Small Tool/Minor Eqp	Parts Cleaning Brush	02VP5077		California de la Califo	\$5.99	Ammonth or Mark Wilder Strategy
			60603632 - 521320 Treatment & Disposal Maint - Rep/Maint Parts- Equipment	Super fast urethane for backhoe door repair	02VQ7073		Abbarache (Times and Times	\$29.79	
			60603650 - 521321 WW-Sanitation Oper - Rep/Maint Parts-Vehicle	Air filter for #24	02VP2695			\$28.45	and the state of t
	A to the first the second of the		60603650 - 521321 WW-Sanitation Oper - Rep/Maint Parts-Vehicle	Lube filter	02VQ2794			\$4.41	
			60603650 - 521321 WW-Sanitation Oper - Rep/Maint Parts-Vehicle	Stock filters	02VR8387			\$25.35	
	Control of the Contro		60603650 - 521321 WW-Sanitation Oper - Rep/Maint Parts-Vehicle	Thermal heater hose for #27	02VQ8592			\$2.19	Company of the Compan
107551	1001	Apollos Waters	nggaman gygg, i Baharilandun biyadad kumani a uniri ili disibidad ahan Biblishir bibu hari biri kuma bibuma a bibuma	18 - NEEDON THAN 2014 6 1864 MAY THE BUILD OF MINISTER AND THE THE SECOND STATE OF THE			113251	\$292.50	
	A Partie		60603650 - 536010 WW-Sanitation Oper - Waste Disposal	Disposal of used oil & antifreeze	8910	400000000000000000000000000000000000000		\$292.50	Control Contro
107692	3955	AT & T Mobility	-				113253	\$2,287.18	
			17000000 - 531300 GF-Police - Telephone	Police: Cell & modem service	21069438			\$1,750.91	
			18000000 - 531300 GF-Fire - Telephone	3/11/23 Cell, SIM Cards, MiFi Svc-Fire	287283041609X03 19202	23000004		\$536.27	
107536	5069	Awards		*			113254	\$100.00	· polynomia
	они учения учени		11400000 - 536220 GF-Human Resources - Public Relations	Service Award- Troy Harris	00097235			\$100.00	
107559	388	Awards Unlimited					113255	\$6.00	Cod I made
	Action of the section		17000000 - 536220 GF-Police - Public Relations	Townsend: Perpetual plate (retirement)	167021			\$6.00	

# **Board of Public Works and Safety**

### Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor #	- Vendor Name	Account	Detail Description	Invoice#	PO #	Check #	Amount	Memo
107470	550	Barco Products	, , , , , , , , , , , , , , , , , , ,	* * * * * * * * * * * * * * * * * * *			113256	\$4,417.72	
		promotion to the contract of t	20200000 - 545800 Local Road & Street Fund - Other Equipment	15' Premium Speed Hump	INVRCO25554	23000182		\$4,417.72	
107478	2176	BEC					113257	\$110.74	
			60603612 - 521320 WW-Collection Maintenance - Rep/Maint Parts-Equipment	Cables	18731			\$110.74	
107566	90	Bill DeFouw Chevrol	į				113258	\$1,000.00	
			17000000 - 535221 GF-Police - Rep/Main Svs-Vehicles	Unit 38: Deductible	8015862	23000180		\$1,000.00	
107577	283	BL Anderson		C. 100 (C) the common Committee of a contract of the contract			113259	\$2,265.20	
		And the second s	60603632 - 521320 Treatment & Disposal Maint - Rep/Maint Parts- Equipment	Wet Weather transducer repair	027193	23000216		\$1,705.20	
			60603632 - 535220 Treatment & Disposal Maint - Rep/Main Svs- Equip	Wet Weather transducer repair	027193	23000216	The state of the s	\$560.00	
107663	5972	Blue					113260	\$1,755.00	
			13400000 - 535100 GF-Facilities - Rep/Main Svs-Buildings/Bdg Sys	CH HVAC compressor repaire	18019		Part of the second	\$675.00	l triange and tria
			13400000 - 535100 GF-Facilities - Rep/Main Svs-Buildings/Bdg Sys	City Hall HVAC repair (clerks)	19248		No. 10 Control of Notice o	\$135.00	
			13400000 – 535100 GF-Facilities – Rep/Main Svs-Buildings/Bdg Sys	City Hall HVAC repair/diagnostics	18422		The state of the s	\$945.00	
107399	32	Bobcat					113261	\$40.81	Parama Paramon Paramona L.
			60603632 - 521320 Treatment & Disposal Maint - Rep/Maint Parts- Equipment	Cooling fan for mower	G19196			\$40.81	
107579	4075	Brenntag Mid-South					113262	\$15,075.53	

# **Board of Public Works and Safety**

Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	PO#	Check #	Amount	Memo
Annual of the Particular Advisory of the Annual of the Ann	Personal and the second	And the state of t	60603631 - 521212 Treatment & Disposal Operation - Institutional Supply-Chemicals	Sodium aluminate 3/3/23	BMS364066	23000186		\$15,07 <i>5.</i> 53	And the state of t
107718	2867	BrightView Landscape				- CE -	113263	\$14,878.55	
	The state of the s		13400000 - 535100 GF-Facilities - Rep/Main Svs-Buildings/Bdg Sys	MCH Spring Services Landscaping	383700073	23000234		\$14,878.55	And the second s
107687	5409	Capital					113264	\$76.00	
	The control of the co		17000000 - 521210 GF-Police - Institutional Supply-Household	Air Fresheners & drain cleaner	02698			\$41.66	Ordinal design of the control of the
	And the state of t		17000000 - 521218 GF-Police - Institutional Supply-Other		08127	and a halfver at the second and a second and	One of the state o	\$24.40	
	NAVA BRIGHA (AVARE		17000000 - 536220 GF-Police - Public Relations	Document Frame	09964	aj kiržy nemografian vžej drahalitensky	ALLAN COLONIA	\$9.94	
107565	2576	CDW Government		and the state of t	and the second of the second o		113265	\$613.76	
	1		13200000 - 521610 GF-Building Inspection - Other Operating Supplies & Mat	Canon DR-C240 document scanner	HH11586	23000193	THE PROPERTY OF THE PROPERTY O	\$613.76	
107471	2584	Center					113266	\$856.60	
<u> Anna Pira de Propando de Caración de Car</u>	Transportation with several series.		20100000 - 534010 Motor Vehicle Highway Fund - Natural Gas	Natural Gas- Street Dept. 03/13/23	260037054752240 623	23000037		\$495.88	Company of the control of the contro
	Total mayor Standard Ballah	Stronger Str	20100000 - 534010 Motor Vehicle Highway Fund - Natural Gas	Natural Gas- Street Dept. 03/13/23	260037054755950 975	23000037	manage of the second se	\$127.11	
-ragging-speed grounds (S) by the same of the speed ground ground ground ground ground ground ground ground gr	A to take the control of the control		60603650 - 534010 WW-Sanitation Oper - Natural Gas	Natural Gas- Street Dept. 03/13/23	260037054752240 623	23000037	Hardway and the second of the	\$185.95	And a factor of the second sec
	SOOT CATEFORN AND A SOUTH		60603650 - 534010 WW-Sanitation Oper - Natural Gas	Natural Gas- Street Dept. 03/13/23	260037054755950 975	23000037	A.P. (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	\$47.66	And the contract of the first state of the first st
107681	5095	Certified		A STATE OF THE PROPERTY OF THE			113267	\$21.74	Caratamantera tura mand demakarikan
	Control and Control and Control		20100000 - 531111 Motor Vehicle Highway Fund - Freight	Warranty Repair for #43- Freight	18421989	According to the control of	entra esta esta esta esta esta esta esta est	\$21.74	Control construction of the construction of th
		Cintas		and management and an experimental state of the contract of th	de franchistatatusinintalatinintalatinintalatinintalatinintalatinintalatinintalatinintalatinintalatinintalati		113268	\$840.02	<del>\</del>

# **Board of Public Works and Safety**

### Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	PO #	Check#	Amount	Memo
	Vision of the first transfer		13400000 - 535100 GF-Facilities - Rep/Main Svs-Buildings/Bdg Sys	2023 MCH mop/mat/cleaner service	4149964893	23000010		\$173.50	
	and the second s		13400000 - 535100 GF-Facilities - Rep/Main Svs-Buildings/Bdg Sys	2023 MCH mop/mat/cleaner service	4150706085	23000010		\$77.90	and the second s
			17000000 - 530017 GF-Police - Other Professional Services	Janitor rags, shop rags, mops & soap	4150303356			\$71.80	The second of the second of the second
			20100000 - 536300 Motor Vehicle Highway Fund - Contract Services	Mechanic Uniforms	4149283315	23000031		\$20.26	
TOTAL ORD THE	Carlo alice Practical Control		60603631 - 536300 Treatment & Disposal Operation - Contract Services	Mats, mops, uniform svc. 3/15/23	4149512427	23000032		\$224.74	
TOTAL THE STREET WHEN THE STREET WAS A STREET	October Management of the Control of		60603631 - 536300 Treatment & Disposal Operation - Contract Services	Mats, mops, uniform svc WWTU 3/22/23	4150145409	23000032		\$258.24	
		g and a first state of the stat	60603650 - 536300 WW-Sanitation Oper - Contract Services	Mechanic Uniforms	4149283315	23000031	o de la composição de l	\$2.72	
The second secon			63100000 - 536300 Stormwater Revenue Operating - Contract Services	Mechanic Uniforms	4149283315	23000031	a dan da managan da ma	\$10.86	Control of the Control of Control
107720	4461	Civic					113269	\$1,295.00	(
		A Control of the Cont	40200120 - 536406 CCD Information Technology - IT Annual Maintenance Fees	Online Code Hosting Premium Bundle	251617	23000243		\$971.25	
			60603641 - 536406 WW-Admin Plant - IT Annual Maintenance Fees	Online Code Hosting Premium Bundle	251617	23000243		\$323.75	
107648	3054	Cube Property Mgmt			for the manufacture of the manuf		113270	\$10,750.00	· · · · · · · · · · · · · · · · · · ·
			20900045 - 530017 EDIT-Wabash Landing Pkg Garage - Other Professional Services	WLPG Monthly Mgmt Fee	1590	23000075		\$10,750.00	
107500	101	Custom Cuts		000 A 1997 Service of 1990 A 1997 A 1		******************************	113271	\$35,140.00	

# **Board of Public Works and Safety**

### Claim Run BW040423

## Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	<b>PO</b> #	Check #	Amount	Memo
			20900050 - 535310 EDIT Parks - R/M Svcs- Medians	Median Maint. Cumberland	26574	23000178	The control of the co	\$7,275.00	
			20900050 - 535310 EDIT Parks - R/M Svcs- Medians	Median Maint. Cumberland West	26575	23000178	With the Control of t	\$9,450.00	
			20900050 - 535310 EDIT Parks - R/M Svcs- Medians	Median Maint, River Rd/State St	26571	23000178	And the Anti-Anti-Anti-Anti-Anti-Anti-Anti-Anti-	\$10,075.00	
***************************************			20900050 - 535310 EDIT Parks - R/M Svcs- Medians	Median Maint. Sagamore	26572	23000178	only in a construction of the construction of	\$4,375.00	
Section 1984 (France)	A Series Annual Annual Annual Series (Series Annual Series Annual Series Annual Series Annual Series Annual Se	THE STATE OF THE PARTY OF THE P	20900050 - 535310 EDIT Parks - R/M Svcs- Medians	Mulch for Northwest Ave	26573	23000206	NAME and A Conference of the State of the St	\$3,965.00	
107454	253	Custom Forms			1		113272	\$115.00	
107583			17000000 - 520011 GF-Police - Office Suppl- Stationery/Print	50 Grief Booklets printed	9916630			\$115.00	
	4299	Daily Laboratories	FACTOR STANDARD CONTRACTOR STANDARD STA	<ol> <li>Middle Contilled Victorial Community on the second Second Line or as second seco</li></ol>			113273	\$146.00	
	AND THE PROPERTY OF THE PROPER		60603633 - 530014 WW-Lab - Testing Services	Suitability teston deionized water	13932			\$146.00	
107582	1710	Dearing Group					113274	\$525.00	
	CONTRACTOR CONTRACTOR		69200000 - 536220 WW 22 Construction Fund - Public Relations	Public Relations-River Road CS	8590	22000405	Contraction or construction	\$525.00	
107434	2484	Duke Energy	NO THE PROPERTY OF THE PROPERT		A Comment of the Comm		113275	\$18,117.33	
			13400000 - 534001 GF-Facilities - Electricity	3/16/23 city buildings summary-elec	9300-0002-1117	23000019		\$5,276.56	
			13400000 - 534001 GF-Facilities - Electricity	3/16/23 city buildings, parks	9300-0002-2530	23000019		\$6,520.28	
			20900034 - 534001 EDIT Facillities - Electricity	3/17/23 101 Allison Rd- elec	9101-2172-9607	23000020	Action of the control	\$78.54	
	en comme e e e e e e e e e e e e e e e e e e		60603621 - 534001 WW-Pumping Operating - Electricity	Electric-251 Allison Rd. 3/17/23	9101 2062 0015	23000064		\$118.45	
NOTICE OF THE PROPERTY OF THE	1 / 200 ( ) 2 / 200	g menonoma na manunuka habadalahada dilik belandikan 1998 kenindahan belandik belandik belandik belandik belandik	60603621 - 534001 WW-Punping Operating - Electricity	Electric-Lift Stations 3/15/23	9300 0002 2192	23000064	a managara a	\$6,123.50	

# **Board of Public Works and Safety**

### Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor #	- Vendor Name	Account	Detail Description	Invoice #	PO#	Check #	Amount	Memo
107547	4726	Franciscan					113276	\$180.00	·
			20100000 - 530020 Motor Vehicle Highway Fund - Physical & Medical Exams	CDL Physicals	146363-00			\$90.00	
			60603612 - 530020 WW-Collection Maintenance - Physical & Medical Exams	CDL Physicals	146363-00			\$90.00	And the second s
107591	949	Grainger				į	113277	\$205.30	
	en de la companya de		60603632 - 521320 Treatment & Disposal Maint - Rep/Maint Parts- Equipment	Buna-n roll backing	9634168869			\$205.30	The second se
107584	878	Hach Company					113278	\$39.99	
			60603633 - 521610 WW-Lab - Other Operating Supplies & Mat	Tube desiccant	13502993			\$39.99	
107645	535	Haley's Lock Safe				et emple ethnik del minimu monum v em  -	113279	\$13.20	***************************************
			20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Spare keys for #30	123372	A commence of the Art		\$13.20	
107445	6079	Hammer Down Exterior					113280	\$1,500.00	
			18000000 - 535100 GF-Fire - Rep/Main Svs- Buildings/Bdg Sys	Station 2 roof leak repair	1038	23000212	Value of the state	\$1,500.00	
107585	937	Harrington Industria					113281	\$24.51	
	manufacture of the state of the		60603632 - 521320 Treatment & Disposal Maint - Rep/Maint Parts- Equipment	PVC pipe fittings for sodium aluminate system	027D8151		The second desired des	\$24.51	
107520	2324	IN American Water					113282	\$915.66	\ <u></u>
		THE PARTY OF THE P	13400000 - 534020 GF-Facilities - Water	3/16/23 100 N Tapawingo Skate off Collective bill	1010- 220031360784	23000011		\$242.47	
			13400000 - 534020 GF-Facilities - Water	3/16/23 1100 Kalberer off Collective bill	1010- 220031360692	23000011		\$96.37	}
			13400000 - 534020 GF-Facilities - Water	3/16/23 1301 Happy Hollow off Collective bill	1010- 220031360722	23000011		\$77.31	

# **Board of Public Works and Safety**

Claim Run BW040423

## Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	PO #	Check #	Amount	Memo
***************************************			13400000 - 534020 GF-Facilities - Water	3/16/23 2312 N Salisbury off Collective Bill	1010- 210006130232	23000011		\$82.46	
			13400000 - 534020 GF-Facilities - Water	3/16/23 711 W Navajo FS off Collective bill	1010- 220031360746	23000011		\$58.26	and the state of t
			13400000 - 534020 GF-Facilities - Water	3/16/23 Sports Complex- water	1010- 210006883529	23000011		\$61.86	Obstantial Personal
		-	13400000 - 534020 GF-Facilities - Water	3/21/23 1333 Endeavour Parks Barn-water	1010- 220037262284	23000011		\$55.46	and the second
			13400000 - 534020 GF-Facilities - Water	3/22/23 City Bldgs Collective-4 accts	1010- 210041045276	23000011		\$210.75	and the second s
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Street And approx 1		20900034 - 534020 EDIT Facillities - Water	3/16/23 230 N River Irrigation-water	1010- 220031360760	And a		\$30.72	Magazina de Paris
107467	2750	Interstate Battery	And the state of t	A STATE OF THE PARTY OF THE PAR			113283	\$127.80	340,
1440-1490-1991 (VIC-1304) (TEETS)			20200000 - 521340 Local Road & Street Fund - Signals & Signs Supplies	Battery for RRFB	1901701023913			\$91.80	
	Angele and the second s		60603632 - 521320 Treatment & Disposal Maint - Rep/Maint Parts- Equipment	Battery for centrifuge	1901701023946	report of the control and property and prope		\$36.00	And a contract of the Contract
107523	2551	J.L. Anderson Heat				THE COLUMN TWO IS NOT	113284	\$560.00	Charles from a constitution of the constitutio
	Construction of the Constr		40200050 - 535220 CCD Parks - Rep/Main Svs-Equip	Chiller service-2022 Rink season	72129139	22000658		\$560.00	
107643	4616	John Deere Finance					113285	\$131.97	
	And Administration and Practice		20100000 - 521320 Motor Vehicle Highway Fund - Rep/Maint Parts- Equipment	Battery for pressure washer	131837			\$81.98	Seed to 1990 of the demand on the seed of
	description and formula for the description of		20100000 - 521320 Motor Vehicle Highway Fund - Rep/Maint Parts- Equipment	Breakaway kit for trailer	5322	Annual Industrial Plantage		\$49.99	
107462	2019	Kantz's Auto & Trail				4	113286	\$523.01	Ì
and the second s	TO THE PARTY OF TH		20100000 - 521320 Motor Vehicle Highway Fund - Rep/Maint Parts- Equipment	Brakes for corn pro trailer	66764	opposite the control of the control		\$523.01	Description of the second of t
107723	6101	Kidwell Heather	***************************************		de la contrata de mandra de la contrata del contrata del contrata de la contrata del la contrata de la contrata del la contrata de la contrat	************************	113287	\$780.00	-

# **Board of Public Works and Safety**

### Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor #	- Vendor Name	Account	<b>Detail Description</b>	Invoice #	PO #	Check #	Amount	Memo
			11700000 - 536000 GF-Finance - Other Services and Charges	Consulting Services	2023-1			\$780.00	
107594	1474	Krohn					113288	\$11,503.75	
			11700000 - 530013 GF-Finance - Financial Advisor/Actuar Svcs	Input EOY into Gateway	February 2023	23000217		\$5,511.25	
			60603641 - 530013 WW-Admin Plant - Financial Advisor/Actuar Svcs	Financial svcFeb. 2023 WWTU	Feb. 2023	23000071		\$5,992.50	
107480	531152	Kull, Paul					113289	\$150.00	
***************************************	or the control of the		20100000 - 519500 Motor Vehicle Highway Fund - New Uniforms & Safety Clothing	Safety Toe Boots-P. Kuli	472973			\$75.00	
			63100000 - 519500 Stormwater Revenue Operating - New Uniforms & Safety Clothing	Safety Toe Boots- P. Kull	472973			\$75.00	
107460	17	Lafayette Auto					113290	\$341.65	
(Market kanala) Market (Albana) (Market kanala) (Market kanala) (Market kanala) (Market kanala) (Market kanala			20100000 - 521115 Motor Vehicle Highway Fund - Motor Oil	Oil & filter	02VO7772	23000021		\$15.56	
			20100000 - 521119 Motor Vehicle Highway Fund - Other Garage Supplies	Weld epoxy	02VO5946			\$4.79	
			20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Brakes for #30	02VO2529	23000021		\$288.61	
			20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Oil & filter	02VO7772	23000021		\$7.80	
			20100000 - 521330 Motor Vehicle Highway Fund - Rep/Maint Small Tool/Minor Eqp	Front hub remover tool	02VO5578			\$17.09	and the property of the second se

# **Board of Public Works and Safety**

Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	<b>PO</b> #	Check #	Amount	Memo
			60603650 - 521321 WW-Sanitation Oper - Rep/Maint Parts-Vehicle	Filter for stock	02VO7774	23000021	Section and the section of the secti	\$7.80	The Control of the Co
107661	3025	Lafayette Materials	and the state of t				113291	\$40.00	
			13400000 - 521310 GF-Facilities - Rep/Maint Building Mat/Supply	Master Key	24738		Opposite CAN Amendra CAN	\$40.00	The state of the s
107555	118	Lafayette Urban	777.7				113292	\$250.00	SQ Tables
	And the second s		11000000 - 536220 GF-Mayor - Public Relations	Gala of Hope Support	032023		Company of the specific of the	\$250.00	Control of the contro
107545	6045	Lindco					113293	\$9,908.24	
			20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Rocker Arm for #15	230126P	одосция (при в того дому в може до того в може до потово в може до потово в може до потово в може до потово в		\$194.06	Control of the second of the s
			20100000 - 535221 Motor Vehicle Highway Fund - Rep/Main Svs- Vehicles	Replacement controller for snow plow	2208671	22000804		\$272.09	
TO AND AND TO THE STATE OF THE			20100000 - 545800 Motor Vehicle Highway Fund - Other Equipment	Replacement controller for snow plow	2203871	22000804		\$4,857.09	
		And the state of t	20100000 - 545800 Motor Vehicle Highway Fund - Other Equipment	Replacement controller for snow plow	2208671	22000804		\$4,585.00	
107597	4845	LInde					113294	\$60.48	
			40200050 - 535510 CCD Parks - Equipment Rental	Propane cylinder rent	34877891			\$60.48	Account to the control of the contro
107629	1096	M.A.I.L. Inc	3		* Annual Confidence Constitution Constitution		113295	\$1,729.97	S. Proposition
дуурун ор ур			10900000 - 531100 GF-City Clerk - Postage	Weekly mail svc 3/6/23- 3/17/23	1740031823			\$93.80	
	A CONTRACTOR AND A CONT	Transchilarational residence via the described and chinesia durational described and control of the chinesia described and	11700000 - 531100 GF-Finance - Postage	Weekly mail svc 3/6/23- 3/17/23	1740031823			\$338.62	
			60603641 - 531100 WW-Admin Plant - Postage	Weekly mail svc 3/6/23- 3/17/23	1740031823			\$2.13	· ·

# **Board of Public Works and Safety**

### Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	PO #	Check #	Amount	Memo
		Towards and Lands by Add in considerance and Landson and Agraphic States and Agraphic	60603643 - 520011 WW-Cust Accounts - Office Suppl- Stationery/Print	Utility billing	310153258	23000070		\$48.57	
			60603643 - 531100 WW-Cust Accounts - Postage	Utility billing	310153258	23000070		\$890.45	
			60603643 - 536001 WW-Cust Accounts - Mail Prep Services	Utility billing	310153258	23000070		\$356.40	The second section is a second section of the section of the second section of the section
107563	164	Menards					113296	\$507.74	
			17000000 - 521310 GF-Police - Rep/Maint Building Mat/Supply	2-Outdoor timers (plug-in)	50105			\$49.98	
			18000000 - 521119 GF-Fire - Other Garage Supplies	24" floor squeegee-Sta 3	51024			\$24.99	
			18000000 - 521119 GF-Fire - Other Garage Supplies	Washers, nuts, clamps to mount RTV3 equipment	50612	A State of State of Valence to Assault and Valence to Assault and		\$10.52	
		-	20100000 - 521119 Motor Vehicle Highway Fund - Other Garage Supplies	Hardware for shop	50163		Common de constante	\$33.23	
			20100000 - 521610 Motor Vehicle Highway Fund - Other Operating Supplies & Mat	saw blade, elecrical tape, bolts, graffiti remover	46299		The state of the s	\$12.79	
			20200000 - 521330 Local Road & Street Fund - Rep/Maint Small Tool/Minor Eqp	saw blade, elecrical tape, bolts, graffiti remover	46299			\$40.98	***************************************
			20200000 - 521340 Local Road & Street Fund - Signals & Signs Supplies	saw blade, elecrical tape, bolts, graffiti remover	46299		The state of the s	\$34.47	
			60603612 - 521330 WW-Collection Maintenance - Rep/Maint Small Tool/Minor Eqp	Shovels	50308			\$98.94	

Installed by the City of West Lafayette, 2014

## City of West Lafayette Accounts Payable Voucher Register

# **Board of Public Works and Safety**

Claim Run BW040423

## Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	PO#	Check #	Amount	Memo
			60603632 - 521119 Treatment & Disposal Maint - Other Garage Supplies	2x6-8' for garage shelving	49674		Post flores were well to criticals	\$39.90	- Zimber and a desiration of the state of th
			60603632 - 521119 Treatment & Disposal Maint - Other Garage Supplies	Paint	50177		in exercimental instance in the contract of th	\$53,98	on plant control of the off
			60603632 - 521119 Treatment & Disposal Maint - Other Garage Supplies	Shop supplies: rags, acetone, brushes	49751		· redikted reconstruction of the Control of the Con	\$24.43	in the second of
·			60603632 - 521119 Treatment & Disposal Maint - Other Garage Supplies	Starting fluid, threadlocker, cable ties	50351			\$29.94	
			60603632 - 521210 Treatment & Disposal Maint - Institutional Supply-Household	Muriatic acid for chemical tank cleaning	49617		Appendix of Common of the Artistan	\$25.47	
		AND THE RESERVE OF THE PARTY OF	60603632 - 521610 Treatment & Disposal Maint - Other Operating Supplies & Mat	Lab light switch and drywall for repair	49863		THE ACT OF THE PARTY OF THE PAR	\$5.27	
		Account of the second of the s	60603633 - 521610 WW-Lab - Other Operating Supplies & Mat	Light switch for lab furnace room	49767			\$22.85	
107464	4185	Midwest	And the second s				113297	\$427.80	
			20100000 - 521610 Motor Vehicle Highway Fund - Other Operating Supplies & Mat	Paint for trucks	100849652		of the state of th	\$427.80	
107436	576	Move Over Outfitters					113298	\$555.31	The state of the s
	The forest and the first and t		17000000 - 535221 GF-Police - Rep/Main Svs-Vehicles	38: Replaced radar power cable	239			\$162.40	Company of the compan
	The state of the s	The state of the s	17000000 - 535221 GF-Police - Rep/Main Svs-Vehicles	45: Replaced emergency lights	306			\$392.91	Action (and charge)
107592	4812	Mulberry Cooperative	· · · · · · · · · · · · · · · · · · ·				113299	\$208.03	
			18000000 - 534050 GF-Fire - Cable	April 2023 Cable	187500	23000005		\$208.03	The second second second

# **Board of Public Works and Safety**

### Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	PO #	Check#	Amount	Memo
107461	2277	NAPA Auto Parts					113300	\$17.05	
		7 T T T T T T T T T T T T T T T T T T T	20100000 - 521320 Motor Vehicle Highway Fund - Rep/Maint Parts- Equipment	bearing cone for trailer	840799			\$20.89	
			20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Brake away kits	840394			\$119.69	
-			20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Exhaust gasket & sili for #30	840488			\$29.69	
			20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Fuel line hose	841297			\$2.60	
			20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Returned belt & brake away kit	841248			(\$155.82)	
107411	5810	National					113301	\$50.00	farmer and a traduction of the
			17000000 - 536210 GF-Police - Memberships & Dues	Harris: FBI Nat'l Command Course Assoc annual dues	Dues-2023			\$50.00	
107596	3983	North Central Labs		· · · · · · · · · · · · · · · · · · ·			113302	\$560.21	***************************************
			60603633 - 521610 WW-Lab - Other Operating Supplies & Mat	Nutrification inhibitor, filters	484876			\$560.21	Assistante en
107544	6083	Nulife Municipal					113303	\$223.59	
			20100000 - 521320 Motor Vehicle Highway Fund - Rep/Maint Parts- Equipment	Proximity switch for #33	4348			\$223.59	
107556	789	Office Depot				frit a mitifal of comment and manager engineers and	113305	\$141.40	
			11000000 - 520010 GF-Mayor - Office Supplies-General	Copy Paper City Hall	301283411001			\$76.80	
			13200000 - 520010 GF-Building Inspection - Office Supplies-General	Stapler, Sharpie markers	304307978001			\$21.91	

# **Board of Public Works and Safety**

### Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	<b>PO</b> #	Check #	Amount	Memo
			60603641 - 520010 WW-Admin Plant - Office Supplies-General	Post-it flags, paper, highlighers, binder	300111691001			\$42.69	
107557	1882	OReilly Auto					113306	\$42.03	-
			13000000 - 521321 GF-Engineering - Rep/Maint Parts-Vehicle	Eng - Colorado cable splice	5395-229338			\$23.99	
			20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Flasher for #30	5395-229826		(vorgramos and depotent from Ten St.)	\$18.04	
107561	53	Ra-Comm					113307	\$125.00	on and the second
	- Company of the Control of the Cont		17000000 - 535220 GF-Police - Rep/Main Svs-Equip	APX6000 portable software update	250855			\$125.00	And the state of t
107479	810	Ray O'Herron Co					113308	\$37.80	
	el estado compresente en estado		17000000 - 519500 GF-Police - New Uniforms & Safety Clothing	E. Schwartz Gold Name Bars	2258612		CONTRACTOR OF THE	\$37.80	P <sub>ercent</sub> ion of the statement of the sta
107630	461	Reliable Exterminato					113309	\$135.00	
	A control of control of the control		13400000 - 536300 GF-Facilities - Contract Services	Fire Station #1 Pest Control	329621	23000068		\$45.00	
			13400000 - 536300 GF-Facilities - Contract Services	Fire Station #2 Pest Control	329487	23000068		\$45.00	Control from Survey (Control Survey)
	Production of the fact that		13400000 - 536300 GF-Facilities - Contract Services	Fire Station #3 Pest Control	329744	23000068		\$45.00	
107717	4961	Reliable Parts					113310	\$2.10	
	And the standing and the standing of the stand		60603633 - 521320 WW-Lab - Rep/Maint Parts-Equipment	Capacitor for lab furnace blower motor	512860	Control of the Contro		\$2.10	
107548	52	Rowe					113311	\$118.81	2
	And Strong Control of the Control of		20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Ram Assy	S9382-1	23000022		\$95.81	And the second s

# **Board of Public Works and Safety**

### Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor #	- Vendor Name	Account	<b>Detail Description</b>	Invoice #	PO#	Check #	Amount	Memo
			60603650 - 521321 WW-Sanitation Oper - Rep/Maint Parts-Vehicle	Fitting for #27	S12042	23000022		\$23.00	The state of the s
107694	1172	Safety					113312	\$534.70	
			60603650 - 536010 WW-Sanitation Oper - Waste Disposal	Dispose of used oil & oil filters	91265802			\$534.70	
107684	5418	Samsara					113313	\$743.97	
			20100000 - 536300 Motor Vehicle Highway Fund - Contract Services	GPS Service-MVH	31051955023944	23000052		\$316.73	
			60603612 - 536300 WW-Collection Maintenance - Contract Services	GPS Service-MVH	31051955023944	23000052		\$37.26	
			60603650 - 536300 WW-Sanitation Oper - Contract Services	GPS Service-MVH	31051955023944	23000052	The second secon	\$240.94	
			63100000 - 536300 Stormwater Revenue Operating - Contract Services	GPS Service-MVH	31051955023944	23000052	- the state of the	\$149.04	
107410	5412	Schug				***************************************	113314	\$8.50	
			17000000 - 535220 GF-Police - Rep/Main Svs-Equip	1 Flashlight engraved	8085			\$8.50	
107546	5	Steel	3 (10 (10 (10 (10 (10 (10 (10 (10 (10 (10	ing (Amininian Hamadan Aminingan andra pp. 1999) and Caracity and Research Aminingan program (			113315	\$200.00	
			20100000 - 521321 Motor Vehicle Highway Fund - Rep/Maint Parts- Vehicle	Metal for screens on #50	1976-IN			\$200.00	
107567	2648	Stericycle Inc			the state of the s	and and the second between the control of the contr	113316	\$88.59	the constituent solenamen
			17000000 - 536010 GF-Police - Waste Disposal	2nd Qtr Waste Disposal: April-June 2023	4011642840			\$88.59	***************************************
107440	5206	Taft	ana maning yang Tang kapanggapa, manggapanggapa (kapa) (kapa) (kapanan) di di ang manggapang papana papagapan Tanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapa Tanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapanggapan	<ol> <li>and other order of a broth this disc to a condition made advance procuring global and this physics.</li> </ol>	lai, de menera e entrata e en como france mener y el propi e escuenza e esta		113317	\$1,639.00	
			60603641 - 530010 WW-Admin Plant - Legal Services	Legal svcWES38/GN003 Baim Litigation-Feb. 2023	5972654	23000167		\$1,639.00	·
07670	1512	Tipment REMC			*		113318	\$751.21	`*************************************

# **Board of Public Works and Safety**

Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	PO#	Check #	Amount	Memo
100 MANAGEM - 127 - 177 MAY 1			20900034 - 534001 EDIT Facillities - Electricity	Electric-Lauren Lakes, Prophet 2/14/23-3/14/23	10312501	23000125		\$359.02	
			20900034 - 534001 EDIT Facillities - Electricity	Electric-Lauren Lakes, Prophet 2/14/23-3/14/23	10312500	23000125		\$392.19	
107628	4730	Travelers				100	113319	\$143,849.25	
			10900000 - 533005 GF-City Clerk - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	And the second s	\$247.40	
			10900000 - 533010 GF-City Clerk - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	Wood at the composite that the	\$25.89	And the second s
			11000000 - 533005 GF-Mayor - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	The state of the s	\$719.25	
		CONTRACTOR OF THE CONTRACTOR O	11000000 - 533010 GF-Mayor - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134		\$92.06	
			11400000 - 533005 GF-Human Resources - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	ender on the second	\$349.55	and the second s
			11400000 - 533010 GF-Human Resources - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	CONTRACTOR CONTRACTOR	\$25.89	
			11700000 - 533005 GF-Finance - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134		\$1,192.51	e y management and seem to demand
			11700000 - 533010 GF-Finance - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	Operation register (w	\$46.03	
			13000000 - 533005 GF-Engineering - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	Est um tarostum untitarostutati	\$267.56	
The state of the s			13000000 - 533010 GF-Engineering - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134		\$391.27	

# **Board of Public Works and Safety**

### Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor # - Vendor Name	Account	Detail Description	Invoice #	PO #	Check #	Amount	Memo
		13200000 - 533005 GF-Building Inspection - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	The second secon	\$349.55	
		13200000 - 533010 GF-Building Inspection - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134		\$473.26	
	and the second s	13400000 - 533005 GF-Facilities - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134		\$986.81	
		17000000 - 533005 GF-Police - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092 <b>-</b> 2	23000134		\$30,838.42	
		17000000 - 533010 GF-Police - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134		\$8,367.71	
		18000000 - 533005 GF-Fire - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092 <b>-</b> 2	23000134		\$6,785.37	
		18000000 - 533010 GF-Fire - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	1 - 100 MA Warranse M sie 100 M (	\$9,951.49	
		20100000 - 533005 Motor Vehicle Highway Fund - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	** The production of the control of	\$9,498.36	
		20100000 - 533010 Motor Vehicle Highway Fund - Workers Compensation Insurance	2023 Premium-GL, & Work Comp Insurance	1966R8092-2	23000134	The second secon	\$1,993.75	
		20400000 - 533005 Parks & Recreation Fund - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	Comment of the Comment of	\$8,593.56	
		20400000 - 533010 Parks & Recreation Fund - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134		\$1,993.75	
		20500000 - 533005 Parks WC Admin/Facility - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	The second secon	\$4,316.92	

## **Board of Public Works and Safety**

### Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor # - Vendor Name	Account	Detail Description	Invoice #	PO #	Check #	Amount	Memo
Act of the second secon		20500000 - 533010 Parks WC Admin/Facility - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	Transcription of the landscription of the landscrip	\$2,055.61	
		20900040 - 533005 EDIT Econ Develop Income Tax - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	en egeneral en entre	\$1,130.66	
The part of the pa		20900040 - 533010 EDIT Econ Develop Income Tax - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	And State of the S	\$339.48	
		25400000 - 533005 Rental Housing Inspection - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	edit sammataniigi 1 aminintaniigii ras	\$247.42	
The state of the s		25400000 - 533010 Rental Housing Inspection - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	And	\$163.99	
Indiget autographe man i province empai		40200120 - 533005 CCD Information Technology - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	Command the American State of the	\$801.24	
Section Transfer and Section S		40200120 - 533010 CCD Information Technology - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	Address of the Control of the Contro	\$205.70	
Principal Control Cont		60603631 - 533005 Treatment & Disposal Operation - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134		\$24,671.59	
		60603631 - 533010 Treatment & Disposal Operation - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	Albert Landschaft Comment Comments	\$10,279.47	Commence of the Commence of th
		60603650 - 533005 WW-Sanitation Oper - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134		\$3,084.13	
		60603650 - 533010 WW-Sanitation Oper - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134		\$8,223.86	

# **Board of Public Works and Safety**

### Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor #	- Vendor Name	Account	Detail Description	Invoice #	<b>PO</b> #	Check #	Amount	Memo
			63100000 - 533005 Stormwater Revenue Operating - Property & Liability Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	The state of the s	\$3,084.13	
			63100000 - 533010 Stormwater Revenue Operating - Workers Compensation Insurance	2023 Premium-GL & Work Comp Insurance	1966R8092-2	23000134	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$2,055.61	A STORY AND PROGRAM POR THE STORY AND A
107634	4945	TTG					113320	\$1,725.53	
			18000000 - 521115 GF-Fire - Motor Oil	Sta 2/3 lawnmower oil, filters, blades	9507523			\$88.66	
			18000000 - 521320 GF-Fire - Rep/Maint Parts-Equipment	Sta 2/3 lawnmower oil, filters, blades	9507523			\$147.28	A CONTRACTOR OF THE CONTRACTOR
			24900080 - 545800 Public Safety LIT-Fire - Other Equipment	Rescue chainsaw for new 1502	9506134	22000817		\$1,489.59	
107487	2393	Twin City Dodge	ok Mendeleksi (1901 Herika 1909 Malak Kentalia 1900 Alak 1900 Alak Kanada Kenada Kenada Kenada Kenada Kenada K T	g). If the children's children's children's because only a common public a software measures considered paging beginn - - - - - - - - - - - - -	Control to the control of the state of the s	ara, wa miningi mana amanamang a anasa, pana a pang atyung nganyang gaya	113321	\$87.50	al colonia anno a mar anno a mailtirea a an
ACCORDANGE			17000000 - 521321 GF-Police - Rep/Maint Parts-Vehicle	22: Right & left motor mounts	6126287			\$87.50	
107595	6086	USA Bluebook	and the first of an investment of the first of the second and the	With Affiliation and the continue to a primary to a property and an area (although a sea security), to a local section of a personal place again.		and a street of the street of	113322	\$39.35	l Monter en mobilisen mobilisen, and
			60603633 - 521610 WW-Lab - Other Operating Supplies & Mat	NaOH standard	285234		NO.	\$39.35	
107654	2728	Verizon Wireless					113323	\$1,627.92	·
			11000000 - 531300 GF-Mayor - Telephone	Cell, MiFi Svc-Mayor 03/23/23	9930872700			\$100.38	
			11400000 - 531300 GF-Human Resources - Telephone	Cell svc-HR 03/23/23	9930872705		Professional Confession Comment	\$40.36	
			11700000 - 531300 GF-Finance - Telephone	Cell Svc-Controller 03/23/23	9930872703			\$45.36	
			13200000 - 531300 GF-Building Inspection - Telephone	Cell Svc - Building 3/23/23	9930872697			\$115.89	
		To the second se	18000000 - 531300 GF-Fire - Telephone	3/23/23 modem svc-Fire	9930872696		The second secon	\$60.02	
			20100000 - 531300 Motor Vehicle Highway Fund - Telephone	Cell Phones, I-Pads- Street Dept.	9930872702	23000039		\$226.11	

## **Board of Public Works and Safety**

Claim Run BW040423

### Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	PO#	Check #	Amount	Memo
	-		20900040 - 531300 EDIT Econ Develop Income Tax - Telephone	Mobile Phone Service-EE	9930872698	23000040	And the first transport	\$70.37	
The state of the s			40200120 - 531300 CCD Information Technology - Telephone	Cell, Mifi Svc-IT 03/23/23	9930872701		Security on a limit following the security of	\$70.37	
Angula Ayunga Angula			60603641 - 531300 WW-Admin Plant - Telephone	Cell, ipad svcWWTU 03/23/23	9930881607		ended to the control of the control	\$899.06	
107441	2717	Walnut Creek Landfil	277				113324	\$2,046.53	
			60603631 - 536010 Treatment & Disposal Operation - Waste Disposal	Waste disposal-grit/street sweepings-3/8/23	3144-000002543	23000073	VAMA (All and the All and the	\$730.91	
			63100000 - 536010 Stormwater Revenue Operating - Waste Disposal	Waste disposal-grit/street sweepings-3/8/23	3144-000002543	23000073		\$1,315.62	
107593	3504	Wessler Engineering	www.min feet and the contract of the contract				113331	\$21,414.48	
	A THE STATE OF THE		69200000 - 530011 WW 22 Construction Fund - Engineering Services	Amend. 2- CSO Project 3	41154	22000391	- And Control of the	\$21,414.48	A Transfer Automobile of Reconstruction
107680	3140	Wiers International	**************************************			****	113325	\$959.68	
	Company of the control of the contro		60603650 - 535221 WW-Sanitation Oper - Rep/Main Svs-Vehicles	Repairs to #20	02041396		Topic Control of Contr	\$959.68	
107532	4957	Windstream	nen semilij. Met hich die en demakking men verschienen beschienen der men des Philippi A. A. A. A. (1997 (Philippi A.	e de la companie de l	man in the control of the state of the control of t		113326	\$611.93	
	And the second second	Common or all the common of th	10900000 - 531300 GF-City Clerk - Telephone	Local, Long Distance Svc 03/10/23	75534267		Constitution (Co. C.). T. C. C. C.	\$15.28	Accompany of the second
			11000000 - 531300 GF-Mayor - Telephone	Local, Long Distance Svc 03/10/23	75534267			\$48.69	
			11400000 - 531300 GF-Human Resources - Telephone	Local, Long Distance Svc 03/10/23	75534267			\$15.28	And the second s
and the state of t			11700000 - 531300 GF-Finance - Telephone	Local, Long Distance Svc 03/10/23	75534267		}	\$45.22	,
	-		13000000 - 531300 GF-Engineering - Telephone	Local, Long Distance Svc 03/10/23	75534267			\$30.56	AND

# **Board of Public Works and Safety**

#### Claim Run BW040423

#### Check Date 4/4/2023

Voucher	Vendor#-	Vendor Name	Account	Detail Description	Invoice #	PO #	Check#	Amount	Memo
			17000000 - 531300 GF-Police - Telephone	Local, Long Distance Svc 03/10/23	75534267			\$179.35	
			18000000 - 531300 GF-Fire - Telephone	Local, Long Distance Svc 03/10/23	75534267			\$30.21	***************************************
			20100000 - 531300 Motor Vehicle Highway Fund - Telephone	Local, Long Distance Svc 03/10/23	75534267	A valleti, M. V. (M. O. Franke, Sales a Market a market anniques		\$30.22	
			20400000 - 531300 Parks & Recreation Fund - Telephone	Local, Long Distance Svc 03/10/23	75534267			\$156.34	
			20900040 - 531300 EDIT Econ Develop Income Tax - Telephone	Local, Long Distance Svc 03/10/23	75534267			\$15.28	
	The state of the s		25400000 - 531300 Rental Housing Inspection - Telephone	Local, Long Distance Svc 03/10/23	75534267		- <del>V</del>	\$15.28	
THE PLAN SHOULD VERSION TO VERSIO		review with the many techniques to the second section of the many section of the second section of the second	60603650 - 531300 WW-Sanitation Oper - Telephone	Local, Long Distance Svc 03/10/23	75534267	A STATE OF THE STA		\$30.22	
107609	1442	Wintek					113327	\$3,345.13	}
			40200050 - 530017 CCD Parks - Other Professional Services	Fiber patch cables, attenuators, labor	214132	23000225		\$1,212.63	
		and of the second the State of the second	40200120 - 536300 CCD Information Technology - Contract Services	Consultant Services	214152	23000228	The first transfer of the second seco	\$37.50	
			40200120 - 536406 CCD Information Technology - IT Annual Maintenance Fees	Jan 2023: Fiber, Web, Main, Colo	210307	23000242	And the state of t	\$1,533.75	
			60603641 - 536400 WW-Admin Plant - IT Computer Services	Jan 2023: Fiber, Web, Main, Colo	210307	23000242	The second secon	\$561.25	
107533	4033	Withered Burns		and the secretary of the electrical homeographic and the matter, who previous the upper property of property of the electrical secretary of th	is a terbelika timono meningan menekan mangan	in a h-visite (a a h-visita a communicación communicación communicación com communicación com communicación com	113328	\$5,329.24	All honds remove an analysis and
e e e e e e e e e e e e e e e e e e e			10900000 - 530010 GF-City Clerk - Legal Services	Legal svcs-City Court 3/15/23	51227			\$473.00	
			11100000 - 530010 GF-Legal - Legal Services	Code Enforcement 2-22 to 3-15	51245			\$1,674.75	

## **Board of Public Works and Safety**

Claim Run BW040423

#### Check Date 4/4/2023

Voucher	Vendor # - Vendor Name		Account	Detail Description	Invoice #	<b>PO</b> #	Check #	Amount	Memo
			11100000 - 530010 GF-Legal - Legal Services	General Legal 2-16 to 3-15	51247			\$2,499.84	
And the same was a second state of the same stat			17500000 - 530010 GF-Police Merit - Legal Services	PMC Legal Services: March 2023	51217		Village of the Control of the Contro	\$222.00	
			60603641 - 530010 WW-Admin Plant - Legal Services		51244	23000076	Section of the section of	\$459.65	
107554	223	YWCA	Street Conference				113329	\$500.00	
			11000000 - 536220 GF-Mayor - Public Relations	Clay Bowl Sponsorship	22549	***************************************		\$500.00	
107669	6088	ZR Tactical Solution		Commence and a contract of the second of the			113330	\$494.00	
Table additional as a solin has a view down as			17000000 - 521330 GF-Police - Rep/Maint Small Tool/Minor Eqp	4-WLPD weapons repaired	43737	- Angeliging and a common of a polymetry provided by a common of the com		\$494.00	Office of the second seco
						Gr	and Total:	\$329,360.77	

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Installed by the City of West Lafayette, 2014

### City of West Lafayette Accounts Payable Voucher Register Summary by Fund

Claim Run BW040423

# **Board of Public Works and Safety**

3/30/2023 12:43 PM

Check Date 4/4/2023

Fund	Amount
General Fund	\$111,787.91
Motor Vehicle Highway	\$25,247.03
Local Road & Street	\$4,584.97
Parks and Recreation	\$10,743.65
Parks Wellness Center	\$6,372.53
Economic Develop Income Tax	\$48,306.26
Public Safety LIT	\$1,489.59
Rental Housing Inspection	\$426.69
Cumulative Capital Development	\$5,452.92
Wastewater Utility Operating	\$86,319.48
Stormwater Revenue	\$6,690.26
WW 2022 Construction Fund	\$21,939.48
GRAND TOTAL	\$329,360.77

# **Board of Public Works and Safety**

Claim Run BW033123

Check Date 3/31/2023

We have examined the vouchers listed on the foregoing vouch except for vouchers not allowed as shown on the register such	vouchers are hereby allowed in the total amount
of \$22,320.54 . Dated this day of	, 20
· In the second	
Signature of Governing Board	
I hereby certify that each of the above listed vouchers and invo	ices or hills attached thereto, are true and
correct and I have audited same in accordance with IC 5-11-10	)-1.6.
	, City Controller
Signature	
, 20	
, 20	
Markey Commencer	
er teknologie telepische in der	

Installed by the City of West Lafayette, 2014 Page 3 of 4

## City of West Lafayette Accounts Payable Voucher Register

# **Board of Public Works and Safety**

Claim Run BW033123

### Check Date 3/31/2023

Voucher	Vendor # - Vendor Name	Account	Detail Description	Invoice #	PO#	Check#	Amount	Memo
Andrew W 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		20900040 - 536650 EDIT Econ Develop Income Tax - Bank Fees- Credit Card Trans Fe	02/23 CC Fees	02/23 CC Fees			\$22.95	
					Gra	ınd Total:	\$22,320.54	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

# **Board of Public Works and Safety**

Claim Run BW033123

### Check Date 3/31/2023

Voucher	Vendor # - Vendor Name	e Account	Detail Description	Invoice #	PO #	Check #	Amount	Memo
107713	45009 AZ Dept of Reven	ue		- Constitution of the Cons	Comment of the Commen	113244	\$1,419.85	
		11700000 - 536640 GF-Finance - Bank Fees- Accounts	1st Qtr 2023 AZ Withholding	1st Qtr 2023	The state of the s		\$50.00	
		11700000 - 536640 GF-Finance - Bank Fees- Accounts	2nd Qtr 2022 AZ Withholding	2nd Qtr 2022	A CONTRACTOR OF THE PROPERTY O		\$77.99	
		11700000 - 536640 GF-Finance - Bank Fees- Accounts	3rd Qtr 2022 AZ Withholding	3rd Qtr 2022	ATTENDAMENT AND ADDRESS OF THE ADDRE	Offine Street Control of Control	\$50.00	
		11700000 - 536640 GF-Finance - Bank Fees- Accounts	3rd Qtr 2022 AZ Withholding	3rd Qtr 2022	TOTAL CANADA PARTIES AND A STATE OF THE STAT		\$74.50	
		11700000 - 536640 GF-Finance - Bank Fees- Accounts	4th Qtr 2022 AZ Withholding	4th Qtr 2022			\$50.00	
		11700000 - 536640 GF-Finance - Bank Fees- Accounts	4th Qtr 2022 AZ Withholding	4th Qtr 2022	AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA		\$29.86	
		8060 - 251102 Payroll Fund - State Withholding Tax	1st Qtr 2023 AZ Withholding	1st Qtr 2023	A debaute of the section of the		\$281.37	
And the second s		8060 - 251102 Payroll Fund - State Withholding Tax	2nd Qtr 2022 AZ Withholding	2nd Qtr 2022	Another half selection from Q		\$268.71	
		8060 - 251102 Payroll Fund - State Withholding Tax	3rd Qtr 2022 AZ Withholding	3rd Qtr 2022	Salar Managara Angara A		\$268.71	
		8060 - 251102 Payroll Fund - State Withholding Tax	4th Qtr 2022 AZ Withholding	4th Qtr 2022	Cold agents of the color of the		\$268.71	
107701	42003 Central Payment		A STATE OF THE PARTY OF THE PAR			113234	\$20,017.41	
		11700000 - 536650 GF-Finance - Bank Fees- Credit Card Trans Fe	01/23 CC Fees	01/23 CC Fees	The state of the s		\$247.02	Y44-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
		11700000 - 536650 GF-Finance - Bank Fees- Credit Card Trans Fe	02/23 CC Fees	02/23 CC Fees	A TOTAL DELICATION OF THE PARTY.		\$186.00	
		20900045 - 536650 EDIT-Wabash Landing Pkg Garage - Bank Fees- Credit Card Trans Fe	01/23 CC Fees	01/23 CC Fees	Villaines of Edition (Villaines)		\$104.41	

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Installed by the City of West Lafayette, 2014

## City of West Lafayette Accounts Payable Voucher Register

# **Board of Public Works and Safety**

#### Claim Run BW033123

### Check Date 3/31/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	PO#	Check #	Amount	Memo
	10 (10 m)		20900045 - 536650 EDIT-Wabash Landing Pkg Garage - Bank Fees- Credit Card Trans Fe	02/23 CC Fees	02/23 CC Fees			\$66.72	
			60603643 - 536650 WW-Cust Accounts - Bank Fees-Credit Card Trans Fe	01/23 CC Fees	01/23 CC Fees			\$411.71	er en
			60603643 - 536650 WW-Cust Accounts - Bank Fees-Credit Card Trans Fe	01/23 OL CC Fees	01/23 OL CC Fees			\$7,603.57	
			60603643 - 536650 WW-Cust Accounts - Bank Fees-Credit Card Trans Fe	02/23 CC Fees	02/23 CC Fees			\$310.00	The state of the s
			60603643 - 536650 WW-Cust Accounts - Bank Fees-Credit Card Trans Fe	02/23 OL CC Fees	02/23 OL CC Fees			\$6,751.99	
Commence of the Control of the Contr			84000000 - 536650 Online Convenience Fee - Bank Fees-Credit Card Trans Fe	01/23 OL CC Fees	01/23 OL CC Fees			\$2,025.49	
	Principal Control of the Park Control of the P	and annual medical and a transfer and annual annua	84000000 - 536650 Online Convenience Fee - Bank Fees-Credit Card Trans Fe	02/23 OL CC Fees	02/23 OL CC Fees			\$2,310.50	The state of the s
107704	40010	City WL Huntington					113236	\$837.38	
	Account account		11700000 - 536640 GF-Finance - Bank Fees- Accounts	01/23 Service Fees	01/23 Service Fees			\$337.53	100000000000000000000000000000000000000
	to the second se	akteriologia a André Anaratio Anaratio Anaratio (4 de minimo en empresa construir de minimo en empresa a compa	11700000 - 536640 GF-Finance - Bank Fees- Accounts	02/23 Service Fees	02/23 Service Fees	A CONTRACTOR OF THE PROPERTY O		\$499.85	a lan mando los construcios de la la
107700	42004	Merchant Bank	gaganggagan, ming ngalipungan mpakapunga palmak yang salam salah distriction salah distriction di A bilah dada distriction in 1995 (salah da	aalee aaleen kunse kunse kunse konsen kan soon on on on on konsen konsen kan on ond In on			113233	\$45.90	
	TO AND THE OWNERS OF THE OWNERS OF		20900040 - 536650 EDIT Econ Develop Income Tax - Bank Fees- Credit Card Trans Fe	01/23 CC Fees	01/23 CC Fees			\$22.95	The second secon

### City of West Lafayette Accounts Payable Voucher Register Summary by Fund

Claim Run BW033123

## **Board of Public Works and Safety**

3/30/2023 12:49 PM

Check Date 3/31/2023

Fund	Amount
General Fund	\$1,602.75
Economic Develop Income Tax	\$217.03
Wastewater Utility Operating	\$15,077.27
Payroll Fund	\$1,087.50
Online Convenience Fee	\$4,335.99
GRAND TOTAL	\$22,320.54

### 2023 Year Totals - Legal Budget and Expense

					Bose	Dentons Bingam			Varnum Riddering					
				Barnes &	McKinney	Greenebaum		Vonderheide	Schmidt &			% Budget	Budget	% Budget
Account	Department/Fund Cost Center	Budget	Withered Burns	Thornburg	Evans	LLP	Gutwein LLP	& Knecht	Howlett LLP	Pending	Total Expense		Remaining	Remaining
11100000-530010	Legal Dept Legal Services (Corporation Counsel bills)	150,000.00	11,916.56								11,916.56	8%	138,083.44	92%
	Legal Dept Travel										-	0%	-	0%
11100000-536210	Legal Dept Memberships & Dues		5,847.46								5,847.46		(5,847.46)	
	Total Legal Dept	150,000.00									17,764.02	12%	132,235.98	88%
10900000-530010	Clerk- Legal Services (City Court)	11,000.00	8,903.50								8,903.50			
17500000-530010	Police Merit Commission	7,500.00	1,068.50								1,068.50	14%	6,431.50	86%
20900040-530010	EDIT Legal Services (Economic Development)	75,000.00	6,971.50								<sup>2</sup> 6,971.50	9%	68,028.50	91%
25400000-530010	Rental Housing Inspection Legal Services	7,350.00									-	0%	7,350.00	100%
20400000-530010	Parks & Recreation Legal Services	12,000.00					1,081.00				1,081.00	9%	10,919.00	91%
29100040-530010	Sagamore Legal Services (Redevelopment Commission)	10,000.00									-	0%	10,000.00	100%
29200040-530010	KCB Legal Services (Redevelopment Commission)	25,000.00	7,356.10								2 7,356.10	29%	17,643.90	71%
29300040-530010	Levee/Village Legal Services (Redevelopment Commission)	25,000.00	1,464.89								1,464.89	6%	23,535.11	94%
29500040-530010	231 North Legal Services (Redevelopment Commission)	10,000.00									-	0%	10,000.00	100%
29600000-530010	231 Purdue Legal Services (Redevelopment Commission)	-									-	0%	-	0%
	Budgeted Subtotal	332,850.00									44,609.51	13%	286,143.99	86%
											-			
2860-530010	CDBG (Community Development Block Grant)	N/A									-			
32700000-530010	State Street Project - Joint Board Legal Services	N/A									-			
											-			
60603641-530010	Wastewater Treatment Utility Legal Services	40,000.00	5,277.90			5,433.00					10,710.90			
	Non-budgeted Subtotal Grand Total	372,850.00	+							-	10,710.90 55,320.41			
	Stand Total	0.12,000.00												
										NOTES:	5 Barnes & Thornburg 2 Withered Burns	g		
											4 Gutwein 1 Dentons Bingham			<del>                                     </del>
											3 Varnum			
											6 Vonderheide			

### Park Board

#### Claim Run PB033123

#### Check Date 3/31/2023

We have examined the vouchers listed on the foregoing vouclexcept for vouchers not allowed as shown on the register sucl of \$27,843.26. Dated this day of	n vouchers are hereby allowed in the total amount
	•
Signature of Governing Board	
I hereby certify that each of the above listed vouchers and invocorrect and I have audited same in accordance with IC 5-11-10	pices or bills attached thereto, are true and 0-1.6.
	, City Controller
Signature, 20	

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Installed by the City of West Lafayette, 2014

## City of West Lafayette Accounts Payable Voucher Register

## Park Board

#### Claim Run PB033123

### Check Date 3/31/2023

Voucher	Vendor #	- Vendor Name	Account	Detail Description	Invoice #	PO #	Check #	Amount	Memo
107714	42006 Ореп Edge		\(\frac{1}{2}\)				113245	\$27,843.26	
	The state of the s		20400000 - 536650 Parks & Recreation Fund - Bank Fees-Credit Card Trans Fe	01/23 CC Fees	01/23 CC Fees	The second secon		\$2,867.49	
	and the second s		20400000 - 536650 Parks & Recreation Fund - Bank Fees-Credit Card Trans Fe	02/23 CC Fees	02/23 CC Fees	Company of the compan		\$1,224.27	
	and the fact that the manufactor of the state of		20500000 - 536650 Parks WC Admin/Facility - Bank Fees-Credit Card Trans Fe	01/23 CC Fees	01/23 CC Fees	of the state of the state of the		\$10,871.63	
The state of the s			20500000 - 536650 Parks WC Admin/Facility - Bank Fees-Credit Card Trans Fe	02/23 CC Fees	02/23 CC Fees			\$10,814.42	
~	Transactor (127 to 60 to		21100000 - 536650 Parks NRO Nonreverting Oper - Bank Fees-Credit Card Trans Fe	01/23 CC Fees	01/23 CC Fees			\$1,291.95	
	And the second s		21100000 - 536650 Parks NRO Nonreverting Oper - Bank Fees-Credit Card Trans Fe	02/23 CC Fees	02/23 CC Fees			\$773.50	
				THE PROPERTY OF THE PROPERTY O			Grand Total:	\$27,843.26	

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### City of West Lafayette Accounts Payable Voucher Register Summary by Fund Park Board

Claim Run PB033123

Check Date 3/31/2023

3/30/2023 12:51 PM

Fund	Amount
Parks and Recreation	\$4,091.76
Parks Wellness Center	\$21,686.05
Parks Nonreverting Operating	\$2,065.45
GRAND TOTAL	\$27,843.26

## Park Board

#### Claim Run PB040423

### Check Date 4/4/2023

We have examined the vouchers listed on the foregoing vouchexcept for vouchers not allowed as shown on the register such of \$18,955.09. Dated this day of	vouchers are hereby allowed in the total amount
THE STATE OF THE S	
Signature of Governing Board	
I hereby certify that each of the above listed vouchers and invoicorrect and I have audited same in accordance with IC 5-11-10	ices or bills attached thereto, are true and -1.6.
Signature	, City Controller
, 20 .	

## Park Board

Claim Run PB040423

### Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice #	PO #	Check #	Amount	Memo
107511	5204	ASHI		1 de la companya del companya de la companya del companya de la co	2 2 2 2 3 2 3 3 3		113332	\$108.85	r
			20502000 - 519600 Parks WC-Aquatics - Certifications & Exams	Lifeguard cert. card	1748824			\$7.25	
	A Andrews and the State of Sta		20502000 - 519600 Parks WC-Aquatics - Certifications & Exams	Lifeguard cert. cards	1748836	A A Charles of the state of the	oddinia alvom provova	\$101.60	
107505	388	Awards Unlimited			Company,	Conference on the conference o	113333	\$634.00	
	Orano de Colo		20500000 - 536220 Parks WC Admin/Facility - Public Relations	Logo pens	167049		The state of the s	\$634.00	
107512	2816	Batteries Plus Bulbs	n ut kalului. Vallistiin vaa muura mara mara vari teliminen kasia ardamanista varitiin valoolukuu aasa ameem			of all and a second sec	113334	\$33.95	
	Attornational Indiana Modernation		20500000 - 521213 Parks WC Admin/Facility - Institutional Supply- General	Battery	P60672522	The second secon	AND THE PROPERTY OF THE PROPER	\$33.95	
107599	5951	Billey, Jessica		THE REPORT BOTH AND A VARIOUS AND A SOUTH A SOUTH AS A		Anitotop	113335	\$210.00	
	Control Parisons		21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Tai Chi 12pm class	2367005	A control of the cont	100000000000000000000000000000000000000	\$210.00	
107695	5409	Capital	de manufación de del del de medica de la composição de la				113336	\$289.53	
	Control of the contro		20500000 - 521213 Parks WC Admin/Facility - Institutional Supply- General	Conditioner, streamers, com starch	00546	American State of the state of	A Comment of the Comm	\$83.86	
	Value of the state		20500000 - 521213 Parks WC Admin/Facility - Institutional Supply- General	Crates, ball pump, candy, water	09257	To the second se		\$205.67	
107657	2061	Cintas	A COLUMN TO THE PROPERTY OF TH				113337	\$551.10	
	**************************************		20400000 - 536300 Parks & Recreation Fund - Contract Services	Soap, paper towel, air freshner-HH Park	4150302931	23000079	To the second se	\$158.10	
	· · · · · · · · · · · · · · · · · · ·		20400000 - 536300 Parks & Recreation Fund - Contract Services	Towel svcRink	4149036212		Transferred June School to Assessed	\$6.12	
	Andreas de la constitución de la		20400000 - 536300 Parks & Recreation Fund - Contract Services	Towel svcRink	4150468179	Control Common C	And the second second	\$6.12	

### Park Board

#### Claim Run PB040423

### Check Date 4/4/2023

Voucher	Vendor #	- Vendor Name	Account	Detail Description	Invoice #	PO#	Check #	Amount	Memo
	Comment of the Commen		20500000 - 530017 Parks WC Admin/Facility - Other Professional Services	Mats, mops, cleaners, towels-WC	4149847966	23000078		\$191.43	And the manual varieties are a second of
	radium i maraf ta para lafakanan farif		20500000 - 530017 Parks WC Admin/Facility - Other Professional Services	Mats, mops, cleaners, towels-WC	4150572040	23000078		\$189.33	
107506	2484	Duke Energy					113338	\$12,803.57	
	The first factor and the first		20500000 - 534001 Parks WC Admin/Facility - Electricity	Electricity-1101 Kalberer WC 03/17/23	9101 2172 9508			\$12,803.57	Construction for the Advances for
107509	4747	Environmental Labs	A Salatan (1995) - A Maria de Arta (1995) - A Maria				113339	\$35.00	
	The state of the s		20502000 - 530014 Parks WC-Aquatics - Testing Services	Water samp. 03/13	20372874			\$35.00	
107503	4198	Fry, Rebecca		-		of Lasteria American Management Artificial Street America	113340	\$4.92	-
	And the second state of th		28202000 - 531100 NRG Community Trees - Postage	Postage for tree tags-Tree Friends	Reimburse postage			\$4.92	
107602	5832	Gery, Douglas			e a Defende e e montre a en entre de en enfant a promisione a entre en		113341	\$336.00	>
			21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Priv. music lessons- L.Childs	2364016			\$63.00	
	The second secon		21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Priv. music lessons- L.Hallberg	2364017			\$63.00	Committee or a second control of
e u u verse e de de de la companie d	Transfer of the state of the st		21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Priv. music lessons- L.Zaroura	2364018			\$63.00	Constitution of the Consti
	on the state of th		21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Priv.music lessons-J.Stein	2364019			\$63.00	Control of the Contro
			21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Priv.music lessons- M.Balian-Mann	2364020			\$63.00	Complete to the second of the
			21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Priv.music lessons- R.Gibson	2364021	P. Commission (Colombia)		\$21.00	
107507	2324	IN American Water					113342	\$796.95	

## Park Board

#### Claim Run PB040423

### Check Date 4/4/2023

Voucher	Vendor#	- Vendor Name	Account	Detail Description	Invoice#	PO #	Check #	Amount	Memo
	The bediese construction		20500000 - 534020 Parks WC Admin/Facility - Water	Private fire service-1101 Kalberer 03/16/23	1010- 220034792434		A H I A THE CONTROL OF THE CONTRO	\$128.12	
	Andrew or the control of the control		20500000 - 534020 Parks WC Admin/Facility - Water	Water-1101 Kalberer Rd 03/16/23	1010- 220034792427	A Company of the Comp		\$668.83	
107504	63	Mulhaupt's				NAME OF THE OWNER, WHEN THE OW	113343	\$62.12	
	is franchistor and some and the familiar delated		20500000 - 530017 Parks WC Admin/Facility - Other Professional Services	Commer.monitoring-panic button WC	0136160-IN		Confedence of A Company of A Co	\$62.12	
107600	4938	Nugent, Mark A					113344	\$252.00	
	recommended to Arthritis		21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Beg. Ballroom S3	2365002	m American de l'Arbatz d'Habb		\$252.00	
107607	1689	Rehmel, Jeannette					113345	\$1,648.50	
	The state of the s		21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Adv Paint/Draw Friday	2360031	A fee and the first fee and the second		\$378.00	And the second s
	A DAN BANK PANTANIAN AND AND AND AND AND AND AND AND AND A		21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Creat Paint/Draw Thursday	2360025	Construction of succession (Construction)		\$756.00	
	Andrew Control of the		21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Spring Break Art Camp- TSC	2320082			\$514.50	
107658	6087	Studio b Dance					113346	\$1,188.60	
	THE PROPERTY OF THE PROPERTY O		21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Intro to Tap	2365014	Constitution of the section of		\$197.40	
	Account in a second		21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Kiddie Jazz	2365015	on M. Amilton I Amilton (Mark		\$386.40	
	the and the state of the state		21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Tiny Tutu Princess	2365016	Control of the second		\$218.40	
a anamanandadadadada katina arang anaman ya hind	OPPORTUNE AND APPORTUNE PROPERTY.		21100000 - 536300 Parks NRO Nonreverting Oper - Contract Services	Tutu Princess	2365017	CONTROL OF THE PROPERTY AND ADDRESS OF THE PROPERTY OF THE PRO		\$386.40	
							Grand Total:	\$18,955.09	

Installed by the City of West Lafayette, 2014

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## City of West Lafayette Accounts Payable Voucher Register

Park Board

Claim Run PB040423

Check Date 4/4/2023

Installed by the City of West Lafayette, 2014

Page 1 of 1

## City of West Lafayette Accounts Payable Voucher Register Summary by Fund

Claim Run PB040423

Park Board

3/30/2023 12:46 PM

Check Date 4/4/2023

Fund	Amount
Parks and Recreation	\$170.34
Parks Weliness Center	\$15,144.73
Parks Nonreverting Operating	\$3,635.10
Parks Nonreverting Gift	\$4.92
GRAND TOTAL	\$18,955.09