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BILL NO. S-17-07-05

SPECIAL ORDINANCE NO. S-100-17

AN ORDINANCE approving CONSTRUCTION CONTRACT - TUNNEL SPOILS RECYCLING SERVICES - RESOLUTION/WORK ORDER NUMBER #75918 - \$1,404,559.00 between KREAGER GROUP, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONSTRUCTION CONTRACT - TUNNEL SPOILS RECYCLING SERVICES - RESOLUTION/WORK ORDER NUMBER #75918 by and between KREAGER GROUP, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for Processing and loading approximately 257,000 cubic yards of 3RPORT tunnel spoils;

involving a total cost of ONE MILLION FOUR HUNDRED FOUR THOUSAND FIVE HUNDRED FIFTY-NINE AND 00/100 DOLLARS - (\$1,404,559.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.



Council Member

APPROVED AS TO FORM AND LEGALITY



Carol Helton, City Attorney

Interoffice Memo

Date: July 5, 2017
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Tunnel Spoils Recycling Services
Resolution / Work Order Number 75918

*Michael Kiester
7-6-2017*

Council District # City Wide

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Tunnel Spoils Recycling Services as follows: Processing and loading approximately 257,000 cubic yards of 3RPORT tunnel spoils..

Implications of not being approved: This project will process the spoils generated by the 3RPORT tunneling operations to provide a useable limestone product for the City's use. Without this project, the City would have to look at alternate sites for stockpiling or give the spoils away without the benefit of use.

If Prior Approval is being Requested, Justify: N/A

This project was advertised to contractors on March 15, 2017 & March 22, 2017.

The contract for Resolution # 75918 awarded to Kreager Group, Inc. for \$ 1,404,559.00 was the lowest most responsive bidder of 4 bidders and 27 % below the Engineer's estimate of \$ 1,925,000.00. The second lowest bidder was \$ 300,441.00 above Kreager Group, Inc. bid.

The cost of said project funded by Sewer Utility.

Council Introduction Date: July 11, 2017

CC: BOW
Matthew Wirtz
Diane Brown
Construction Manager
Chrono
File



SERVICE AGREEMENT: ITB 4174

| | | | |
|--|-----|--|------------------------------|
| SUPPLIER NAME Kreager Group, Inc | | CITY DEPARTMENT City Utilities Engineering | |
| STREET ADDRESS 4614 Golfview Drive | | STREET ADDRESS 200 East Berry St., Suite 250 | |
| CITY, STATE, ZIP CODE Fort Wayne, IN 46818 | | CITY, STATE, ZIP CODE Fort Wayne, IN 46802 | |
| ATTENTION Lee Kreager | | INVOICE ADDRESS 200 East Berry St. Suite 250 | |
| TELEPHONE (260) 410-1498 | FAX | CITY, STATE, ZIP CODE Fort Wayne, IN 46802 | |
| REMIT-TO ADDRESS 4614 Golfview Dr. | | ATTENTION Eric Ruppert | |
| CITY, STATE, ZIP CODE Fort Wayne, IN 46818 | | TELEPHONE (260) 427-2148 | FAX (260) 427-5738 |

| Service Description | Rates |
|---|-----------------------|
| Tunnel Spoils Recycling Services | |
| Aggregate Price | \$1,404,559.00 |

The following Attachments are part of this Agreement:

ITB # 4174

| |
|---|
| SERVICE ADDRESS Dwenger Avenue – East Lagoon Site |
| CITY, STATE, ZIP CODE Fort Wayne, IN 46803 |
| AGREEMENT START DATE August 1, 2017 |
| AGREEMENT END DATE July 31, 2022 |

This Agreement is entered into between Supplier and the City as of July 12, 2017. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER: **Kreager Group, Inc.**

| |
|-----------------|
| By (Signature): |
| Printed Name: |
| Title: |
| Date: |
| |

Approval of Service Agreement between the City of Fort Wayne and Kreager Group, Inc. for Tunnel Spoils Recycling Services

CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS

BY: Absent
Robert P. Kennedy, Chair

BY: [Signature]
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: [Signature]
Lyndsey Richards, Clerk

DATE: 7/12/17

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment us attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

| | |
|------------------------------------|--|
| (a) Worker's Compensation | per statutory requirements. |
| (b) General Liability | \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the project exceeds \$10,000,000 then this shall be \$5,000,000 aggregate) |
| (c) Automobile Liability | \$1,000,000 minimum per occurrence |
| (d) Products Liability | \$1,000,000 minimum per occurrence |
| (e) Completed Operations Liability | \$1,000,000 minimum per occurrence |

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
230 East Berry St.
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
13. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
14. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
15. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
16. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
17. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
18. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
19. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
20. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
21. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
22. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
23. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

ITB #4174

City of Fort Wayne
Thomas C. Henry, Mayor
Purchasing Department
200 East Berry Street, Ste. 490
Fort Wayne, Indiana 46802-1804
Telephone (260) 427-1376 Fax (260) 427-1393




Bid Registration

Complete and email this document to gayle.cooper@cityoffortwayne.org or fax (260) 427-1393 to register your company for this bid. Registration allows the Purchasing Department to notify you of any possible changes to the bid package that may affect your response.

ITB #4174
Description **Tunnel Spoils Recycling Services**
ITB Due Date **Monday, April 3, 2017 at 11:00 am**

| Company Information | |
|-----------------------|-------------------------|
| Company Name | Kreager Group Inc. |
| Street Address | 4614 Golfview Drive |
| City, State, ZIP Code | Fort Wayne IN 46818 |
| Telephone | 260-410-1498 |
| Fax | NA |
| Contact Person | Lee Kreager |
| E-mail Address | lee.e.kreager@gmail.com |

Signature:  Printed Name: Lee E. Kreager
(Authorized Representative)
Title: Owner Date: 4/01/2017

ITB #4174

City of Fort Wayne
Thomas C. Henry, Mayor
Purchasing Department
200 East Berry Street, Ste. 490
Fort Wayne, Indiana 46802-1804
Telephone (260) 427-1376 Fax (260) 427-1393



Vendor Submission

ITB #4174
Description **Tunnel Spoils Recycling Services**
ITB Due Date **Monday, April 3, 2017 at 11:00 a.m.**

Sealed bids should be delivered to the Purchasing Department at the address specified above up to **11:00 a.m.** on or before the opening date. Sealed bids may be opened publicly at **11:01 a.m.** in the Purchasing Conference Room. **No bids will be accepted after 11:00 a.m. for any reason whatsoever.**

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional like or lesser time period. However, the agreement to extend must be completed in written form at the original price and under the original conditions governing the contract.

Prompt payment discounts will be allowed as follows: N/ % if paid within N/A days.

This Request for Quote is issued to establish a contract to supply the City of Fort Wayne with a commodity or service in accordance with accompanying specifications. The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of the bid for a period of ninety (90) days.

Company: Kreager Group Inc

Signature: *Lee Kreager*
(Authorized Representative)

Printed Name: Lee Kreager

Title: President

Date: 4/01/2017

Vendor Disclosure

CITY OF FORT WAYNE, INDIANA

Kreager Group Inc
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

- 1. FINANCIAL INTERESTS;**
- 2. POTENTIAL CONFLICTS OF INTEREST;**
- 3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

- (i) Equity ownership exceeding 5%
- (ii) Distributable income share exceeding 5%
- (iii) Not Applicable (If N/A, go to Section 2)

Name: Lee Kreager Name: _____
Address: 4614 Golfview Dr , Fort Wayne IN 46818 Address: _____

b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship stock
partnership interest units (LLC)
other explain) _____

ITB #4174

c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent): ownership interest:

Name: Lee Kreager 100 %
Name: _____ %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a. check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes ___ No x

b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years:
Yes ___ No x

c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes ___ No x

c. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:
Yes ___ No x

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

ITB #4174

a. Does Vendor have current contracts (including leases) with the City?

Yes ___ No X

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

N/A

b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City?

Yes ___ No X

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes ___ No X

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms: _____ N/A

Name / Position / Payment Terms: _____

Name / Position / Payment Terms: _____

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

e.

| Company | Name | Payment | Terms: |
|---------|------|---------|--------|
| N/A | | | |

| Company | Name | Payment | Terms: |
|---------|------|---------|--------|
| | | | |

ITB #4174

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.


The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

| | |
|--------------------------|--|
| <u>Kreager Group Inc</u> | <u>4614 Golfview Dr, Fort Wayne IN 46818</u> |
| (Name of Vendor) | Address |
| | <u>(260) 410 - 1498</u> |
| | Telephone |
| | <u>lee.e.kreager@gmail.com</u> |
| | E-Mail Address |

ITB #4174

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Lee E. Kreager Title President

Signature  Date 4/01/2017

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

ITB #4174

**CONTRACTORS BID FOR PUBLIC WORKS
PART I**

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

Date: 4/03/2017

1. Governmental Unit (Owner): City of Fort Wayne Purchasing Dept
2. County: Allen
3. Bidder (Firm): Kreager Group Inc
Address: 4614 Golfview Dr
City/State: Fort Wayne, IN
4. Telephone Number: 260 - 410 - 1498
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Tunnel Spoils Recycling Services ITB 4174

(Governmental Unit) in accordance with plans and specifications prepared by City of Fort Wayne
and dated March 15, 2017 for the sum of One Million Four Hundred Four Thousand Five Hundred Ninety-nine
and zero cents \$ 1,404,599.00

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

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

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

**CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(if applicable)**

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. 1 hereby certify that I and all

ITB #4174

subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

NON - COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at 3:00 pm this 1 st day of April, 2017

Kreager Group Inc

(Name of Organization)

By 

President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)

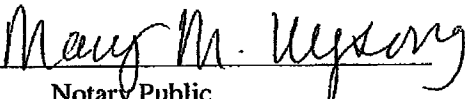
) SS:

COUNTY OF Noble)

Lee Kreager being duly sworn, deposes and says that he is
(Title) President of the above (Name of Organization) Kreager Group Inc and

that the statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this 1 st day of April, 2017


Notary Public

My Commission Expires: November 05, 2024

ITB #4174

County of Residence: Noble

ACCEPTANCE

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

Contracting Authority Members:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

PART II

(Complete sections I, II, III, and IV for all state and local public works projects as required by statutes if project is one hundred thousand dollars (\$100,000) or more. (IC 36-1-12-4))

Governmental

Unit: City of Fort Wayne Purchasing Dept

Bidder (Firm) Kreager Group Inc

Date: April, 03 2017

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

| Contract Amount | Class of Work | When Completed | Name & Address of |
|-----------------|---------------|----------------|-------------------|
| None | | | |
| | | | |
| | | | |
| | | | |

ITB #4174

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

| Contract Amount | Class of Work | When Completed | Name & Address of |
|-----------------|---------------|----------------|-------------------|
| None | | | |
| | | | |
| | | | |
| | | | |

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

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

Brooks Construction, E&B Paving, Harding Paving

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, completed the project, number of workers; etc. and any other information which you believe would enable the governmental unit consider your bid.)
Ready site for set up of scales and house. Then mob in crusher and conveyors and set up for running material.

2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond. However, if you are unable to currently provide a listing, please understand, a listing must be provided prior to contract approval.

N/A

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

All my equipment is leased through local suppliers and can have whatever is needed onsite

ITB #4174

4. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? Otherwise, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at 3:00 pm this 01 day of April, 2017.

Kreager Group Inc

(Name of Organization)

By 

President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)

) SS:

COUNTY OF Noble)

Lee Kreager

being duly sworn, deposes and says that

They are President

of the above Kreager Group Inc

(Title)

(Name of Organization)

ITB #4174

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

Subscribed and sworn to before me this 1 st day of April, 2017.

Notary Public

My Commission Expires: November 05, 2024

County of Residence: Noble

ITB #4174

Form No. 96 (Revised 2000)

BID OF

Kreager Group Inc

(Contractor)
4614 Golfview Dr

(Address)
Fort Wayne, IN 46818

FOR

PUBLIC WORKS PROJECTS

OF

ITB 4174

Tunnel Spoils Recycling Services

Fort Wayne IN

Filed _____, _____

Action
taken _____

ITB #4174

CURRENT CONTRACTUAL OBLIGATIONS

Entries on this sheet are to cover all construction work under contract or verbal performance agreement or pending award to the contractor signing, whether as principal or as sub-contractor and with any owner including the United States Government (see Qualification Regulations).

WORK NOW UNDER CONTRACT

| Contract Number | Contract Entered into with | Value of Work Unearned | Type of Work Yet to Perform | Est. Date Completion |
|-----------------|----------------------------|------------------------|-----------------------------|----------------------|
| N/A | Tiffanys Mulch | \$600,000 | Trucking | 12/31/2017 |
| N/A | Shawnee Construction | \$70,000 | site work | 6/30/2017 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Total under Contract and Unearned: \$ 670,000 SUBLET TO APPROVED QUALIFIED SUB-CONTRACTORS (COMMISSION CONTRACTS ONLY)

| Contract Number | Subcontractor | Value of Work Unearned | Type of Work Yet to Perform | Est. Date Completion |
|-----------------|---------------|------------------------|-----------------------------|----------------------|
| | N/A | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Total Sublet and Unearned: \$ LOW BIDS SUBMITTED, OPENED, AND NOT APPROVED

| Contract Number | Bids received by: | Amount of bids | Type of Work And other comments | Est. Date Completion |
|-----------------|-------------------|----------------|---------------------------------|----------------------|
| | N/A | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Total of Bids Pending Award: _____ (This Item Does Not Effect Bidding County)

I hereby certify that, to the best of my knowledge and belief, the above tabulations are true and complete and that my/our latest financial statement on file with the Commission continues to represent fairly and substantially my/our financial position as of this date.

Kreager Group Inc _____ (BIDDER)

N/A _____ (SUB-CONTRACTOR)

4/03/2017
Date

By: 
Signature
President
Title

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Fort Wayne must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, Lee Kreager, a duly authorized agent of Kreager Group Inc (name of Company), declare under penalties of perjury that Kreager Group Inc (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

Kreager Group Inc
(Name of Company)
By: [Signature]
(Authorized Representative of Company)

PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.

Subscribed and sworn to before me on this 1st day of April, 2017.

My Commission Expires: November 05, 2024

County of Residence: Noble

Mary M. Wysong
Notary Public - Signature

Mary M Wysong
Notary Public - Printed Name

QUALIFICATIONS OF BIDDERS

A. Open Questions:

OPEN QUESTION 1

Describe your approach to ensure the initial stockpile at the East Dwenger Ave. location will not exceed the maximum allowable volume.

Plan on staying on site full time

OPEN QUESTION 2

Describe one or more of your past experiences and/or projects that demonstrate your qualifications to perform these spoils processing services.

Ran operations for ACA Recycling and Indy Clean fill for 10 years
concrete and asphalt crushing operations

DEFINED TERMS

In-Place Volume – The volume of stone in the ground prior to tunnel excavation which does not include any bulking factor.

Mobilization – One-time fee for transportation of processing equipment and personnel.

Processing Equipment – All equipment required to process aggregate into owner specified products including, but not limited to #53's and stone sand.

11'x 70' Scale and office – Owner approved scale and office to be installed on site that a location to be approved by the Owner.

Operate office and scale – Provide staff or automation to operate office and provide load tickets.

In-Place Volume Calculation –

| | | |
|--------------|-------|---------------------------------------|
| 9.5 | FT | unfinished radius |
| 3.141592654 | pi | |
| 24500 | LF | Length of tunnel (Summary of Work) |
| | | |
| 6,946,453.80 | CF | Volume of tunnel muck (bank) |
| 27 | CY/CF | |
| 257,276.06 | CY | Volume of tunnel muck (bank) |
| 257,000.00 | CY | Rounded for Bid |

Scope of Work

The City of Fort Wayne (COFW) is seeking a qualified contractor to process and load the approximate 257,000 CY (**In-Place Volume Calculation**) of 3RPORT tunnel spoils. The bid schedule includes five base bid items. Contract award is based on total base bid amount (see attached Bid Schedule).

The limestone spoils are a byproduct of the 3RPORT project and will need to be processed on city property located east of Dwenger Ave in designated areas per attached drawing- Exhibit A. These services shall include, but not limited to: the crushing, screening, stockpiling and loading of the limestone product. The finished limestone product will need to meet gradation requirements for #53, #8, #2, or stone-sand product as determined by the COFW.

75,000 CY (**In-Place Volume**) of the material is available to the successful bidder to use at their discretion. The Contractor awarded this contract will process, stockpile, and haul their portion of the spoils at no expense to the COFW. The remaining processed spoils will be used on COFW projects.

This item is intended to generate a contractor that would be available to provide services as needed beginning in 2017. *It is the intent for the contractor selected under this item to be available to provide services for the duration of the 3RPORT Project – estimated duration 2017- 2021. This is the only ITB scheduled for the City Utilities Spoils Recycling project.*

ITB #4174

Tunnel Spoils Recycling Services - BID SCHEDULE

| Spoils Recycling Services - BASE BID | | | | | |
|---|---|--------------------|-------------|------------------------|----------------|
| ITEM# | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 1 | Mobilization Allowance | 1 | LS | \$10,000.00 /LS | \$10,000.00 |
| 2 | Processing of Limestone Spoils | 182,000* | CY in place | \$5.96 /CY | \$1,084,720.00 |
| 3 | Install 11' X 70' Scales and Office Trailer | 1 | LS | \$71,039 /LS | \$71,039.00 |
| 4 | Operate Scales and Office | 60 | Month | \$3980 /Mo. | \$238,800.00 |
| 5 | Loading of Spoils after Business Hours | 50,000 | Ton | No charge /Ton | No charge |
| TOTAL BASE BID | | | | \$ 1,404,559.00 | |

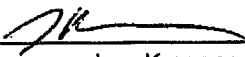
***Stone quantity represents in place volume and does not include any bulking factor of tunnel spoils. Contractor is to retain 75,000 CY (in-place) for use at their discretion. The quantity represents total 257,000 CY (in-place) less contractor owned 75,000 CY (in-place) resulting in a quantity of 182,000 CY in-place per Line Item #2.**

Bidder acknowledges that the estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and the final payment for all Unit Price Bid items will be based on actual quantities determined as indicated in Item #4 of the "Notice to Bidders".

See attached Line Item descriptions for details.

Proposal Submitted this 3rd day of April, 2017.

FROM Kreager Group Inc
Contractor

BY 
Lee Kreager

ITB #4174

ITEM No. 1 DESCRIPTION:

A. Mobilization Allowance

1. This one-time Payment shall be a lump sum price.
2. Includes all materials, equipment, labor, transportation, and work incidental to commence work for the spoils processing services at the East Dwenger processing site.
3. For the purpose of payment, the pay quantity for the mobilization portion of the Work will be included in the first payment application after equipment is on site.
4. No additional payment will be made for demobilization and remobilization, initiated by the Contractor due to shutdowns, suspensions of the Work, or for other mobilization activities.

ITEM No. 2 DESCRIPTION:

A. Processing of Limestone Spoils

1. Payment shall be based on a per cubic yard (in-place) unit price for processing. Monthly progress payment based on 3RPORT Contractor tunnel boring machine production per linear foot (see **In-Place Volume Calculation**) less unprocessed spoils.
2. Monthly applications for payment of processed spoils will be accepted and reviewed 60 days after the in-place cubic yards of limestone have been removed from the tunnel, drop-shafts, and adits (i.e. payment is measured by cubic yards in-place but there will be a 60-day delay in order to allow for processing).
3. Payment for this item does not include trucking of the tunnel muck from the working shaft area to the East Dwenger processing site.
4. Payment for this item is for processing of Owner spoils only; no payment will be made for the Contractor's spoils (75,000 CY).
5. Includes the operation and maintenance of on-site processing equipment for all crushing, screening, stockpiling, loading and material handling. Stockpiling processed stone shall be placed on COFW designated/approved areas (See attached map – Exhibit A).
6. Services shall include the setup, operation, and maintenance of a portable crushing/screening plant necessary to produce a finished product meeting the gradation requirements for #53, #8, #2 or stone sand product as directed by the COFW (the majority of finished product is expected to be #53 stone).
7. Services shall include the loading of spoils material by the contractor onto COFW maintenance trucks, COFW public works project contractor trucks, and other COFW designated users of the spoils during normal business hours.
8. Services shall include adequate resources to keep up with the volume of limestone transported from the tunnel shaft to the recycling area by the 3RPORT tunnel contractor. No more than 25,000 CY of unprocessed tunnel spoils will be allowed to be stockpiled on the East Dwenger processing site at any one time (See attached map – Exhibit A).

ITB #4174

9. Payment for this item is based upon processing (crushing and screening) of the in-place volume. For purposes of this Bid, it is assumed that 0.5% will be used to prepare the East Dwenger site without being processed.

ITEM No. 3 DESCRIPTION:

A. Installation of 11'X 70' Scales and Office Trailer

1. Payment shall be a lump sum price.
2. This item will be paid as a combined lump sum price for the installation of an 11'X70' truck scale and accompanying office trailer.
3. Includes the purchase, delivery, installation, foundation, scale deck (digital load cells required), junction boxes, control panel, cables, electrical service, equipment, and other work incidental to provide facilities for the weighing, record keeping, and operations in order to accurately record and monitor volumes of stone leaving the spoils processing site.
4. The location of the on-site scales and accompanying office trailer shall be approved by the COFW prior to setup.
5. Scales, office trailer, and all equipment included in the operations of the scales to remain on site and become the property of the COFW after the Spoils Recycling project is complete.

ITEM No. 4 DESCRIPTION:

A. Operation and Maintenance of Scales and Office

1. Payment shall be based on a per month unit price cost.
2. Payment to begin when scales and office are operational.
3. Includes adequate resources to provide staff or automation to operate office and provide load tickets and record keeping for all materials leaving the job site on a monthly basis.
4. Includes supplies, office maintenance, and electricity.
5. Includes maintenance and necessary scale calibration to ensure adequate measurement of quantities exiting the East Dwenger processing site. Calibration shall be performed once a year.

ITB #4174

ITEM No. 5 DESCRIPTION:

A. Loading of Spoils after Business Hours

1. Payment shall be based on a per ton unit cost for the use of Contractor equipment in the loading of trucks for COFW projects after normal business hours.
2. The operational business hours shall be negotiated by the COFW and the Contractor awarded this contract post Bid. For purposes of this Bid, business hours are assumed to be 7:00 am to 4:00 pm.
3. Includes spoils material loaded onto COFW maintenance trucks, COFW public works project contractor trucks, and other COFW designated users of the spoils after hours.
4. The COFW reserves the right to load tunnel spoils with COFW owned equipment or by other means not included in this pay item at no charge to the COFW. The scaled tonnage shall be recorded separately from the tonnage loaded by the Spoils Processing Contractor equipment included in this item.

KREAGER GROUP INC
 4614 GOLFVIEW DR
 Fort Wayne, IN 46818

Profit and loss

For the month of March, 2017

| | Current Transactions | Year To Date | % |
|---------------------------|----------------------|--------------|----------|
| INCOME | | | |
| CHECKING | (38,840.77) | (38,840.77) | 497.45 % |
| INCOME | 31,032.74 | 31,032.74 | 397.45 % |
| TOTAL INCOME: | (7,808.03) | (7,808.03) | 100.00 % |
| GROSS PROFIT: | (7,808.03) | (7,808.03) | 100.00 % |
| EXPENSES | | | |
| ACCOUNTING | (200.00) | (200.00) | 2.56 % |
| TOLLS AND SCALES | (11.00) | (11.00) | 0.14 % |
| OFFICE EXPENSE | (382.51) | (382.51) | 4.90 % |
| FINANCIAL FEES | (48.50) | (48.50) | 0.62 % |
| BANK FEES | (225.50) | (225.50) | 2.89 % |
| FUEL | (4,336.06) | (4,336.06) | 55.53 % |
| OFFICE AND BUILDING RENT | (500.00) | (500.00) | 6.40 % |
| REPAIRS AND MAINTENANCE | (1,132.74) | (1,132.74) | 14.51 % |
| INTERNET AND PHONE | (359.40) | (359.40) | 4.60 % |
| UTILITIES | (172.07) | (172.07) | 2.20 % |
| SUPPLIES | (160.00) | (160.00) | 2.05 % |
| LICENSE PLATES | (158.25) | (158.25) | 2.03 % |
| DRUG SCREENS | (122.00) | (122.00) | 1.56 % |
| TOTAL EXPENSES: | (7,808.03) | (7,808.03) | 100.00 % |
| NET PROFIT (LOSS): | 0.00 | 0.00 | 0.00 % |

March net Profit 23224.71

BILL NO. S-17-07-05

REPORT OF COMMITTEE ON CITY UTILITIES

July 18, 2017

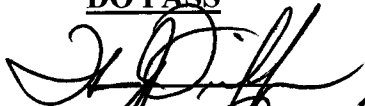


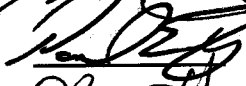

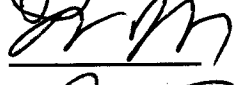

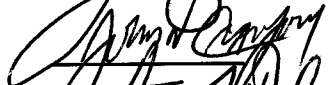

Tom Freistroffer Chair

Paul Ensley Co-Chair


All Council Members

An Ordinance approving Construction Contract – Tunnel Spoils Recycling Services – between Kreager Group, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

COMMITTEE ON CITY UTILITIES HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

| <u>DO PASS</u> | <u>DO NOT PASS</u> | <u>ABSTAIN</u> | <u>NO REC</u> |
|---|--------------------|----------------|---------------|
|  | _____ | _____ | _____ |
|  | _____ | _____ | _____ |
|  | _____ | _____ | _____ |
|  | _____ | _____ | _____ |
|  | _____ | _____ | _____ |
|  | _____ | _____ | _____ |
|  | _____ | _____ | _____ |
|  | _____ | _____ | _____ |
|  | _____ | _____ | _____ |

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A


Read the first time in full and on motion by Councilman Freistroffer.

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilman Freistroffer, placed on passage by the following vote:

| <u>TOTAL VOTES</u> | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> |
|--------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| ARP | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| BARRANDA | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| CRAWFORD | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DIDIER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ENSLEY | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| FREISTROFFER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| HINES | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JEHL | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PADDOCK | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |


DATED: July 25, 2017



 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
 Special Ordinance No. S-17-07-05 on the 25th day of July, 2017

ATTEST:



 LANA R. KEESLING
 CITY CLERK



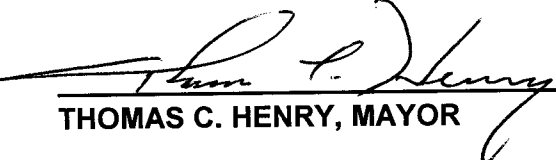
 THOMAS F. DIDIER
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th
 of July 2017, at the hour of 10:15 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 26TH day of JULY
 2017, at the hour of 10:30 O'clock AM . E.S.T.



 THOMAS C. HENRY, MAYOR