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BILL NO. S-15-11-17

SPECIAL ORDINANCE NO. S- 95-15

AN ORDINANCE approving SEWER CONSTRUCTION CONNECTION CHARGE ASSESSMENT CONTRACT, AND MANAGEMENT SERVICES AGREEMENT FOR LOWER HUNTINGTON ROAD-WHIPPOORWILL DRIVE AREA SANITARY, CONTRACT 2015-S-0074 between ALLEN COUNTY REGIONAL WATER & SEWER DDISTRICT 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 SEWER CONSTRUCTION CONNECTION CHARGE ASSESSMENT CONTRACT, AND MANAGEMENT SERVICES AGREEMENT FOR LOWER HUNTINGTON ROAD-WHIPPOORWILL DRIVE AREA SANITARY, CONTRACT 2015-S-0074 by and between ALLEN COUNTY REGIONAL WATER & SEWER DDISTRICT 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 construction of approximately 8,677 lineal feet of sanitary sewer and will provide sanitary sewer service/septic elimination to 41 properties. This project will extend Fort Wayne CU sanitary sewer system; CU will operate and maintain the sanitary sewer

involving a total cost of SIX HUNDRED SIXTY-THREE THOUSAND THREE

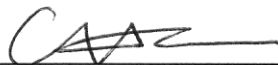
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HUNDRED EIGHTY-FOUR AND 00/100 DOLLARS - (\$663,384.00 - CITY UTILITIES CONTRIBUTION - \$131,200.00. A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

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

DIGEST SHEET

Department: City Utilities, Utility Administration & Development Services

Resolution Number: Board of Works Contract 2014-S-0074

Title of Ordinance: Sewer Construction Connection Charge Assessment Contract, and Management Services Agreement for Lower Huntington Road – Whippoorwill Drive Area Sanitary, Contract 2015-S-0074

Contractee: Allen County Regional Water & Sewer District (“District”)

Amount of Contract: Total Contract Value \$663,384; City Utilities contribution \$131,200

Number of Bidders: City Utilities (CU) contribution is based on number of septic systems to be eliminated. District implemented public work bidding process as set forth in Indiana Code.

Description of Project (Be Specific):

This Agreement calls for the construction of approximately 8,677 lineal feet of sanitary sewer and will provide sanitary sewer service/septic elimination to 41 properties. This project will extend Fort Wayne CU sanitary sewer system; CU will operate and maintain the sanitary sewer system.

What Are The Implications If Not Approved:

- Properties in this area with failed/failing septic systems will not have access to public sanitary sewer system; public health and safety and quality of life impacts will not be mitigated.

If Prior Approval Is Being Requested, Justify:

Not Applicable.

Additional Comments: City Utilities contributing toward the cost of the project, in line with existing Board of Public Works septic elimination policy, in order to promote and facilitate the elimination of failed/failing septic systems and to mitigate threats to the general health and safety of the area.

Nancy Townsend, 427-2691

Nov 4, 2015

Date

SEWER CONSTRUCTION
CONNECTION CHARGE ASSESSMENT CONTRACT,
AND MANAGEMENT SERVICES AGREEMENT
FOR LOWER HUNTINGTON ROAD – WHIPPOORWILL DRIVE AREA SANITARY

Sewer Contract # 2015-S-0074

Work Order # 76142

THIS AGREEMENT is made and entered into this 8th day of September, 2015, by and between the Allen County Regional Water and Sewer District (the "Sewer District") and the City Utilities of the City of Fort Wayne, by and through the Board of Public Works of the City of Fort Wayne ("Fort Wayne").

WHEREAS, the Real Estate described herein is outside the City limits of the City of Fort Wayne; and

WHEREAS, this Agreement is made and entered into by the Sewer District and Fort Wayne pursuant to both IND. CODE §§ 13-26-5-2(15) and (16) and 36-9-23;

WHEREAS, the Sewer District shall issue the Sewage Works Revenue Bonds of 2015, (the "Bonds") to the Indiana Finance Authority to finance the construction of the Lower Huntington Road – Whippoorwill Drive Area Sanitary Sewer System ("Project");

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Sewer District and Fort Wayne agree as follows:

1. The Sewer District shall proceed, dependent upon procurement of materials and labor and award of a contract, to construct a 2" (two-inch) and 3" (three-inch) underground sanitary sewer line and individual grinder pump stations (hereinafter the "Lower Huntington Road – Whippoorwill Drive Area Sanitary Sewer System") in accordance with plans and specifications prepared by Wessler Engineering dated August 24, 2015 approved by Fort Wayne on September 2015 (hereinafter the "Project"). The Project shall be constructed in accordance with said plans and specifications prepared by Wessler Engineering and are now on file in the office of Development Services of Fort Wayne, and are incorporated herein and made a part hereof by reference. Said sewer is described as follows:

Lower Huntington Road Sanitary Main A

Beginning by tapping an existing Manhole (D31 001) at Sta 66+06 located 20± feet South and 15± feet East of the Centerline of the Intersection of Lower Huntington Road and Covington Road; thence Westerly along the South right of way of Lower Huntington Road, 222± L.F. of 3" HDPE DR 11 pipe to Str A-9 at Sta 63+84; thence Westerly 625± L.F. to Str A-8 at Sta 57+59; thence Southwest 375± L.F. to Str A-7 at Sta 53+84; thence Southwest 1,000± L.F. to Str A-6 at Sta 43+84; thence Westerly 1,000± L.F. to Str A-5 at Sta 33+84; thence West 454± L.F. to Str A-4 at Sta 29+30; thence West, within an easement, 1,030± L.F. to Str A-3 at Sta 19+00; thence West 998± L.F. to Str A-2 at Sta 9+02; thence West 902± L.F. of 2" HDPE DR 11 pipe to Str A-1 at Sta 0+00 and terminating said Lower Huntington Road Sanitary Main A.

Whippoorwill Drive Sanitary Main B

Beginning at the aforementioned Str A-2 at Sta 0+00 (Sta 9+00) located 15± feet South and 20± feet East of the Centerline of Lower Huntington Road and Whippoorwill Drive; thence Southeasterly 1,325± L.F. of 2" HDPE DR 11 pipe to Str B-1 at Sta 13+25; thence Southeasterly 746± L.F. to Str B-2 at Sta 20+71 and terminating said Whippoorwill Drive Sanitary Main B.

Said sewer to include: 2,973± L.F. of 2" HDPE DR 11 force main pipe and 5,704± L.F. of 3" HDPE DR 11 force main pipe; 1 (One) Air release valve, 4 (Four) Inline flushing cleanout / ARV combo, 4 (Four) Inline flushing cleanout and 2 (Two) Terminal cleanout / ARV combo structures.

Project also includes the installation of individual grinder pump stations for each connected customer (anticipated to be 41). The individual grinder pump stations will remain under the ownership, operation and maintenance of the

District until December 31, 2040, and Fort Wayne will not be responsible for the operation, repair, maintenance, replacement, etc. of the grinder pump stations at any time.

2. Upon completion of the Project, Fort Wayne shall accept sewage therefrom, in accordance with the rules and regulations of Fort Wayne, and the laws, ordinances, and regulations applicable thereto, now in force, or that may hereafter be adopted; however, it is understood and agreed that Fort Wayne shall not accept any sewage from any part or parts of the Lower Huntington Road – Whippoorwill Drive Area Sanitary Sewer System covered hereunder unless and until the entire sewer system shall have been tested and accepted for maintenance, repair, and replacement by Fort Wayne.
3. It is further understood that Fort Wayne may approve the extension of additional sanitary sewer lines from the sanitary sewer system(s) covered in this contract without incurring financial obligations to the Sewer District under this contract. Public sanitary sewer lines are sewers that are installed by Fort Wayne or by others in the future that are or will be owned, operated and maintained by Fort Wayne upon acceptance.
4. It is understood and agreed that the Sewer District shall furnish and pay for all design services by **Wessler Engineering** at a cost of **Sixty seven thousand four hundred fifty dollars and no cents (\$67,450.00)**, and for materials, contractual labor, equipment, permits and/or licenses required for construction by **Rothenberger Company Inc.** for the Lower Huntington Road – Whippoorwill Drive Area Sanitary Sewer System at a cost of **Six hundred forty seven thousand seven hundred forty four dollars and five cents (\$647,744.05)**. It is also agreed that said Sewer District shall hold the Fort Wayne harmless from any liability for claims connected therewith, and that said Sewer District shall pay all expenses in connection with necessary inspection, and testing services estimated a cost of **Fifteen thousand six hundred and forty dollars and zero cents (\$15,640.00)**. The total value of said sanitary sewer system is **Six hundred sixty three thousand three hundred and eighty four dollars and five cents (\$663,384.05)**.
5. It is further agreed that in consideration of the environmental and community benefits resulting from the elimination of failed and/or failing septic systems, the City shall contribute a not to exceed amount of **One hundred thirty-one thousand two hundred dollars (\$131,200.00)** to the District toward the cost of the project. Said contribution shall be paid to the District based in an amount of **Three thousand two hundred dollars and no cents (\$3,200.00)** for each connection to the sewer system described in paragraph 1 that results in the elimination of a septic system. City shall make payments to the District on a monthly basis for those connections to the Project. The monthly payment shall be determined and begin based on the Acceptance Date of this contract. Payments shall be made forty-five (45) days following the end of the month in which a connection resulting in the elimination of a septic system is made.
6. The Lower Huntington Road – Whippoorwill Drive Area Sanitary Sewer System once installed and accepted by the Sewer District and Fort Wayne will immediately serve the parcels of Real Estate identified in attached **Exhibit A** (hereinafter the “Real Estate”). During the term of this Agreement, the Sewer District may, in its discretion, permit additional direct private sewer lateral connections to the Project facilities which additional connections are allowed and subject to the approval of Fort Wayne (such approval not to be unreasonably withheld or delayed) and shall be customers of the Sewer District during the term of this Agreement. The real estate being served by any such additional direct private sewer lateral connections to the Project during the term of this Agreement shall be subject to the rates and charges, including connection fees imposed by the Sewer District via the Sewer District’s rate ordinance that is in effect at the time of the connection.
7. Prior to connection, any lot, parcel, or building connecting to the Lower Huntington Road – Whippoorwill Drive Area Sanitary Sewer System, that does not result in the decommissioning and elimination of an existing septic system, shall be required to pay Fort Wayne its then applicable area connection charge (the “Area Connection Fee”). The Area Connection Fees shall be paid on or before building sewer connections are made to the sewer system in accordance with the applicable fee in effect at the time of connection. The City has agreed to and does hereby waive the Area Connection Fees associated with the elimination of an existing septic system for the Real Estate described on **Exhibit A**.
8. The Sewer District currently has enacted a rate ordinance imposing a Debt Service Charge, Replacement Charge and a monthly User Charge associated with the Project. Commencing upon issuance of a notice to proceed for the Project and for the remainder of the term of this Agreement, Fort Wayne will monthly bill each customer as agent for the Sewer District for the User Charge, Replacement Charge and Debt Service Charge, and shall remit the Replacement Charge, Debt Service Charge and the Sewer District’s portion of the User Charge directly to the Sewer District on a monthly basis. Except as provided in paragraph 10, nothing contained herein shall prohibit the Sewer District from modifying its rate ordinance applicable to the Project customers from time to time during the term of this Agreement up to the Transition Period as defined in paragraph 10,

as may be necessary to reflect changes in the Sewer District User Charge, Replacement Charge or the Debt Service Charge, changes in the applicable Fort Wayne rate ordinances, changes when a connection is metered or located within the city limits of Fort Wayne, and charges of the Sewer District for the Sewer District's cost of operations. It shall be the obligation of the Sewer District to advise Fort Wayne of changes in its rate ordinances as it relates to the Lower Huntington Road – Whippoorwill Drive Area Sanitary Sewer System.

9. Notwithstanding the terms of paragraph 8, during the period commencing January 1, 2036, and ending December 31, 2040 (the "Transition Period"), the Sewer District agrees, to the extent lawfully allowable, to enact a Rate Ordinance in effect during the Transition Period limited to:
 - (a) Fort Wayne's then applicable User Charges that Fort Wayne will retain as its portion of the User Charge;
 - (b) reasonable rates and charges for Sewer District administrative costs and expenses in an amount equal to the then prevailing Sewer District-wide administrative charges;
 - (c) reasonable rates and charges for Sewer District costs and expenses for operating, maintaining, repairing, rehabilitating or replacing the grinder system and its components in the Project, including any capital or debt charge allocated solely to grinder system replacement; and
 - (d) a monthly Capital Charge of \$10.00 (ten dollars and zero cents) per EDU per month in the Project.

At midnight on December 31, 2040, ownership of the grinder system in the Project will transfer to the property owner in normal working condition and repair.

10. Upon completion of the Project (which shall include testing and acceptance), the City of Fort Wayne will accept all responsibility and liability for maintenance, repair, and replacement of the sanitary sewer main lines installed as part of this Project. Fort Wayne shall not accept liability of any kind including maintenance, repair and replacement of the private building sewer laterals or grinder pump stations serving the real estate that connects to the sanitary sewer main lines. Upon completion and acceptance of the Project as provided in paragraph 2 of this Agreement with the exception of the individual grinder pump stations, the Sewer District shall transfer rights and responsibilities to access the sanitary sewer main lines in the Project to Fort Wayne, as it may require, to affect such maintenance, repair or replacement of the sanitary sewer main lines.
11. Upon completion of the Project, the City of Fort Wayne shall perform all inspections of customer tap-ins, and charge the customer its usual and customary tap-in inspection fee, currently in the amount of **Seventy five dollars and no cents (\$75.00)** per sanitary sewer lateral installed and inspected by City Utilities.
12. The Lower Huntington Road – Whippoorwill Drive Area Sanitary Sewer System shall be constructed for disposal of sanitary sewage only, and no one shall be permitted to discharge or flow into the sanitary sewer any water runoff caused by natural precipitation, or permit anything other than sanitary sewer to be discharged into the Lower Huntington Road – Whippoorwill Drive Area Sanitary Sewer System in violation of the ordinances of Fort Wayne now in effect, and as may be amended from time to time hereafter. All use of the sanitary sewer shall be subject to the ordinances of Fort Wayne upon completion and acceptance of the project.
13. It is further understood and agreed that, upon completion of the Project, the Sewer District or its contractor shall file a Completion Affidavit, a Maintenance Bond and Certified Record Drawings with the Board of Public Works of Fort Wayne. The Maintenance Bond shall run for a minimum period of one (1) year from the date that Fort Wayne accepts said sewer system and shall be in the minimum amount of **One hundred sixty one thousand nine hundred thirty six dollars and one cent (\$161,936.01)**.
14. Upon completion of the Project and the acceptance thereof by Fort Wayne, Fort Wayne shall issue a "Letter of Acceptance" of the Project and the sanitary sewer main lines installed pursuant to this contract and described in paragraph 1 shall be accepted by Fort Wayne for all repair, replacement, and maintenance. However, ownership of the sanitary sewer Project infrastructure including the main lines shall not transfer to or be a part of the sewer system of the City of Fort Wayne until December 31, 2040. At midnight on December 31, 2040, ownership of the Project Infrastructure including the main lines shall automatically transfer to Fort Wayne and upon transfer of ownership, all rights, title and interest whatsoever in the said sanitary sewer main lines shall forever remain in Fort Wayne ownership.

15. The Sewer District's imposition of the monthly Replacement Charge, Debt Service Charge and User Charge pursuant to its rate ordinance to be adopted is made pursuant to IND. CODE § 13-26-11-7(b) and shall be a lien upon any customers of the Sewer District that connects to the Project during the term of this Agreement.
16. This Agreement is binding upon the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Indiana in effect from time to time during the term of this Agreement.

DATED this 8th day of September, 2015

[Signature Page to Follow]

Exhibit "A"

Allen County Parcel No.: 02-11-36-426-002.000-067:

NE 2.052a N of Hunt Rd NE ¼ SE ¼ 36-30-11
Address: 6616 Lower Huntington Road
Current Owner: Nicolas R. Merrill & Sarah A. Bussard

Allen County Parcel No.: 02-11-36-451-006.000-067:

Lot 1 Ridgewood Acres & 1.63 A Tr Adj on E
Address: 7109 Lower Huntington Road
Current Owner: Betty Jean Carroll

Allen County Parcel No.: 02-11-36-451-004.000-067:

Ridgewood Acres Lot 3
Address: 7111 Lower Huntington Road
Current Owner: Taya Holmes

Allen County Parcel No.: 02-11-36-451-003.000-067:

Ridgewood Acres Lot 4
Address: 7129 Lower Huntington Road
Current Owner: Gordon J. & Tammy K. Alies

Allen County Parcel No.: 02-11-36-451-002.000-067:

Ridgewood Acres Lot 5
Address: 7209 Lower Huntington Road
Current Owner: David B. & Darlene A. Crowell

Allen County Parcel No.: 02-11-36-377-002.00-067:

Ridgewood Acres Lot 8
Address: 7237 Lower Huntington Road
Current Owner: Ezequiel & Lisa A. Herrera

Allen County Parcel No.: 02-11-36-401-002.000-067:

2.69a N of Lower Huntington Rd E of Branstrators Res S ½ 36-30-11 Tract 1g
Address: 7238 Lower Huntington Road
Current Owner: Trenton K. Ehinger

Allen County Parcel No.: 02-11-36-327-003.000-067:

.86a N of Lower Huntington Rd E of Brandstrators Res SE ¼ 36-30-11 Tract 1k
Address: 7320 Lower Huntington Road
Current Owner: Gary A. & Jane Coffee L/Est & Co-Trs U/D/T dtd 9/7/11 F/B/O The Gary & Jane Coffee Revocable Trust

Allen County Parcel No.: 02-11-36-377-001.000-067:

E 2.3a of W 16.03 E of Res Line S of Rd SW ¼ 36-30-11
Address: 7331 Lower Huntington Road
Current Owner: Laura M. Severin

Allen County Parcel No.: 02-11-36-376-005.000-067:

S 23.28 a of 29.38 a S & E of Lots 3 to 8 Incl Ridgewood Acres E of Res Line S of Rd S ½ 36-30-11
Address: 7409 Lower Huntington Road
Current Owner: William Theron Wright & Victoria Junk Wright

Allen County Parcel No.: 02-11-36-326-003.000-067:

SW 2 A of 7.72 A Tr W of Robinson Ditch N of Lower Huntington Rd SW ½ 36-30-11
Address: 7432 Lower Huntington Road
Current Owner: Hanson Aggregates Southeast Inc. 31% & Estals

Allen County Parcel No.: 02-11-36-376-001.000-048:

E 145.1 of N 614.7 Ft S of Hunt Rd Brans Res Sec 1
Address: 7605 Lower Huntington Road
Current Owner: Ronnie E. & Jenni M. Hoskins

Allen County Parcel No.: 02-11-36-352-006.000-048:

W 165.12 of E 310.2 of N 594 ft S of Hunt Rd Bran Res Sec 1
Address: 7611 Lower Huntington Road
Current Owner: Virginia Sauer

Allen County Parcel No.: 02-11-36-352-005.000-048:

W 165 of E 475.2 of N 632.4 ft S of Hunt Rd Bran Res Sec 1
Address: 7627 Lower Huntington Road
Current Owner: Abbey M. Worden

Allen County Parcel No.: 02-11-36-352-004.000-048048:

W 165 of E 640.25 of N 594 ft S of Hunt Rd Bran Res Sec 1
Address: 7701 Lower Huntington Road
Current Owner: Ben Jackley

Allen County Parcel No.: 02-11-36-352-002.000-048:

W 165 of E 805.2 of N 330 ft S of Hunt Rd Bran Res Sec 1
Address: 7713 Lower Huntington Road
Current Owner: James T. & Virginia A. Uecker Tr

Allen County Parcel No.: 02-11-36-352-001.000-048:

W 165 of E 970.2 of N 330 ft S of Hunt Rd Bran Res Sec 1
Address: 7729 Lower Huntington Road
Current Owner: Kevin D. & Carolyn Kay Simerman

Allen County Parcel No.: 02-11-35-400-008.000-048:

NE 90 A Branstrators Reserve
Address: 7804 Lower Huntington Road
Current Owner: Hardy Bros Real Estate LLC

Allen County Parcel No.: 02-11-36-351-003.000-048:

W 165 of E 1300 of N 594 ft S of Hunt Rd Bran Res Sec 1
Address: 7819 Lower Huntington Road
Current Owner: Kenton D. & Karen S. Baker

Allen County Parcel No.: 02-11-36-400-012.000-048:

W 165 of E 1465 of N 330 ft S of Hunt Rd-Bran Res Sec 1
Address: 7839 Lower Huntington Road
Current Owner: Brian L. Schocke

Allen County Parcel No.: 02-11-35-400-011.000-048:

W 165 of E 1630 of N 330 ft S of Hunt Rd Bran Res Sec 1
Address: 7911 Lower Huntington Road
Current Owner: Adam & Janelle Herber

Allen County Parcel No.: 02-11-35-400-010.000-048:

W 165.3 ft E 1795 of N 330 ft S of Hunt Rd Bran Res Sec 1
Address: 7931 Lower Huntington Road
Current Owner: Peter M. & Glenna J. Doak

Allen County Parcel No.: 02-11-35-400-009.000-048:

W 165 of E 1960 of N 330 ft S of Hunt Rd Bran Res Sec 1

Address: 8001 Lower Huntington Road

Current Owner: Ramona O. Sherbondy, Martin Galvan & Raul Delgado Jr.

Allen County Parcel No.: 02-11-36-352-003.000-048:

S 312.4 f N 642.4 f W 330 of E 970.2 Ft S of Lo Hunt Rd Branst Res Sec 1

Address: 9127 Whippoorwill Drive

Current Owner: Matthew T. & Jennifer A. Reeb

Allen County Parcel No.: 02-11-36-351-006.000-048:

W 530 of E 1500.2 of S 165 of N 759 Ft S of Hunt Rd Brans Res Sec 1

Address: 9204 Whippoorwill Drive

Current Owner: Wayne S. & Dolores J. Forst Trs of the Forst Family Trust dated 2-24-1998

Allen County Parcel No.: 02-11-36-351-007.000-048:

W 530 of E 1500.2 of S 165 of N 924 Ft S of Hunt Rd Brans Res Sec 1

Address: 9214 Whippoorwill Drive

Current Owner: Michael A Hale

Allen County Parcel No.: 02-11-36-352-007.000-048:

S 165 of N 807.4 of W 400 of E 970.2 S of Lo Hunt Rd Brans Sec 1

Address: 9217 Whippoorwill Drive

Current Owner: Kelly Mulhern

Allen County Parcel No.: 02-16-01-101-002.000-048:

Frl N 150 of S 1381 of W 466.3 of E 1210.3 Ft Brans Res Sec 1 ex Frl N 90.8 of Frl E 296.1 Ft

Address: 9300 Whippoorwill Drive

Current Owner: Daniel T. Mulhern

Allen County Parcel No.: 02-11-36-376-002.000-048:

3a Irr Tr Betw E Res Ln & Whippoorwill Dr 1275 Ft NW of S Res Ln Branst Res Sec 1

Address: 9301 Whippoorwill Drive

Current Owner: Bryan & Tiffany Heine

Allen County Parcel No.: 02-16-01-101-003.000-048:

N 151 of S 1231 of W 439.6 of E 1183.6 Ft Brans Res Sec 1 Ex S 449.74

Address: 9312 Whippoorwill Drive

Current Owner: Daniel Thomas Mulhern

Allen County Parcel No.: 02-11-36-352-008.000-048:

N 150 of S 1275 of W 375 of E 744 ft Brans Res Sec 1

Address: 9325 Whippoorwill Drive

Current Owner: Robert J. & Ann M. Gibson

Allen County Parcel No.: 02-16-01-101-004.000-048:

N 150 of S 1080 of W 436.3 of W 1180.3 Ft Brans Res Sec 1

Address: 9402 Whippoorwill Drive

Current Owner: Sarita Butler

Allen County Parcel No.: 02-11-36-376-003.000-048:

N 150 of S 1125 of W 375 of E 744 Ft Brans Res Sec 1

Address: 9407 Whippoorwill Drive

Current Owner: Michael O. & Pamara Willman

Allen County Parcel No.: 02-16-01-101-005.000-048:

N 165 of S 930 of W 436.3 of E 1180.3 Bran Res Sec 1
Address: 9420 Whippoorwill Drive
Current Owner: Richard L. & Bonnie S. Gillespie

Allen County Parcel No.: 02-16-01-102-001.000-048:

5.65 A Irr Tr Branstetter Res S of Lower Huntington & E. Whippoorwill Rds
Address: 9421 Whippoorwill Drive
Current Owner: Heather M. Klejnot

Allen County Parcel No.: 02-16-01-102-002.000-048:

N 125 of S 825 of W 250 of W 744 Bran Res Sec 1
Address: 9423 Whippoorwill Drive
Current Owner: Charles L. & Roberta M. Pickard

Allen County Parcel No.: 02-16-01-101-006.000-048:

N 165 of S 765 of W 436.3 of E 1180.3 Bran Res Sec 1
Address: 9424 Whippoorwill Drive
Current Owner: Michael D. & Devona J. Hendricks

Allen County Parcel No.: 02-16-01-151-004.000-048:

S 436.3 of N 1180.3 of W 300 of E 600 Ft Branst Res Sec 1
Address: 9528 Whippoorwill Drive
Current Owner: Lawrence F. Wuest & Kelli K. Elam-Wuest

Allen County Parcel No.: 02-16-01-126-002.000-048:

N 400.3' of S 700.3' NE 784' Branstetters Res Sec 1
Address: 9605 Whippoorwill Drive
Current Owner: Joseph L. & Carolyn A. Stemen

Allen County Parcel No.: 02-16-01-176-001.000-048:

S 436.3 of N 1180.3 of E 300 ft Bran Res Sec 1
Address: 9614 Whippoorwill Drive
Current Owner: Stephanos & Juatanne Gersos

Allen County Parcel No.: 02-16-01-126-003.000-048:

S 300 of NE 744 Brans Res Sec 1
Address: 9615 Whippoorwill Drive
Current Owner: Midas & Bonita L. Moore

Public Hearing Date, if applicable _____

Read the first time in full and on motion by Councilman Thomas Smith,
Read the second time by title and referred to the City Utilities
Committee. Read the third time in full and on motion by Councilman
_____, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>	_____	_____	<u>2</u>
BENDER	<u>✓</u>	_____	_____	_____
CRAWFORD	<u>✓</u>	_____	_____	_____
DIDIER	<u>✓</u>	_____	_____	_____
HARPER	_____	_____	_____	<u>✓</u>
HINES	_____	_____	_____	<u>✓</u>
JEHL	<u>✓</u>	_____	_____	_____
PADDOCK	<u>✓</u>	_____	_____	_____
SHOAFF	<u>✓</u>	_____	_____	_____
SMITH	<u>✓</u>	_____	_____	_____

DATED: 11-24-15 _____
Michelle D. Chambers
MICHELLE D. CHAMBERS, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE
(RESOLUTION) NO. S-95-15 on the 24th day of
November, 2015

Michelle D. Chambers ATTEST: John N. Crawford
MICHELLE D. CHAMBERS, PRESIDING OFFICER
CITY CLERK

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 30th day
of November, 2015, at the hour of 12:00 o'clock PM. E.S.T.

Michelle D. Chambers
MICHELLE D. CHAMBERS, CITY CLERK

Approved and signed by me this 1st day of December
2015, at the hour of 4:00 O'clock PM. E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR