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**BILL NO. S-17-03-38**

SPECIAL ORDINANCE NO. S-3947

AN ORDINANCE approving SEWER CONSTRUCTION CONNECTION CHARGE ASSESSMENT CONTRACT, AND MANAGEMENT SERVICES AGREEMENT FOR CARROLL ROAD - HAND ROAD AREA SANITARY SEWER - SEWER CONTRACT #2016-S-0322 - RESOLUTION/WORK ORDER #76222 (\$831,325.24) between the City of Fort Wayne, Indiana AND THE ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT 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 CARROLL ROAD - HAND ROAD AREA SANITARY SEWER - SEWER CONTRACT #2016-S-0322 - RESOLUTION/WORK ORDER #76222 by and between the City of Fort Wayne, Indiana AND THE ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All oversizing costs associated with the design and bidding, easement preparation and acquisition and construction of portions necessary for the septic elimination project being constructed by the Allen County Regional Water and Sewer District that shall serve the 24 single family homes located in the southeast corner of the intersection of Carroll Road and Hand Road. The project extends east along Carroll Road to Bethel Road where it shall connect to the existing sewer system. Project includes 8,269+/-L.F. of 2" and 8"



1 HDPE DR 11 force main pipe; 1,215+/-L.F. of 12" PVC  
2 SDR 35 gravity pipe; 4 Manholes, 8 Air release valves, 2  
3 flushing cleanouts; and 1 Lift Station.

4 involving a cost of EIGHT HUNDRED THIRTY ONE THOUSAND THREE  
5 HUNDRED TWENTY FIVE AND 24/100 DOLLARS (\$831,325.24). The  
6 Reimbursement Amount shall be finally determined based on the actual cost  
7 of the work performed associated with the oversizing items incorporated in  
8 the project. A copy of said Contract is on file with the Office of the City Clerk  
9 and made available for public inspection, according to law.

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

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14   
15 \_\_\_\_\_  
16 Council Member

17 APPROVED AS TO FORM AND LEGALITY

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19   
20 Carol Helton, City Attorney  
21   
22  
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## Interoffice Memo

**Date:** March 23, 2017  
**To:** Common Council Members  
**From:** DeWayne Nodine, Manager, Development Services  
**Re:** Sewer Construction Connection Charge Assessment Contract, and Management Services Agreement for Carroll Road – Hand Road Area Sanitary Sewer between the Allen County Regional Water and Sewer District and the City of Fort Wayne, in connection with the Board of Public Works - Sewer Contract #2016-S-0322 Resolution / Work Order #76222

Council District: #3 (along a northern boundary of District #3). The homeowners served are outside of the City.

Description of Project: This is a septic elimination project being constructed by the Allen County Regional Water and Sewer District (District) that shall serve the 24 single family homes located in the southeast corner of the intersection of Carroll Road and Hand Road. However, the project extends east along Carroll Road to Bethel Road where it shall connect to the existing sewer system. The sanitary sewer system being installed via this agreement has both local and regional service components. Through this Agreement, City Utilities shall fund a share of the regional service components of this project to allow for oversizing portions of the mains and lift station for future extensions in a growing area.

Major components of the project include the following:

- 8,269± L.F. of 2" and 8" HDPE DR 11 force main pipe;
- 1,215± L.F. of 12" PVC SDR 35 gravity pipe;
- 4 Manholes, 8 Air release valves, 2 flushing cleanouts; and
- 1 Lift station.

City Utilities Oversizing Share: \$831,325.24 (total contract value is \$1,328,179.95).

Implications of Not Being Approved: Several lost opportunities as follows:

- Unable to eliminate environmental threats due to failed/failing septic systems;
- Not able to remove concerns of homeowners about septic system performance and life;
- Missed economies of scale achieved by leveraging City funds with State Revolving Fund (SRF) monies for more cost-effective installation of the local and regional sewer system.

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




Bid Results: This project was advertised for competitive bidding according to State bidding requirements by the District. The contract for Resolution #76222 was awarded to Fleming Excavating for \$1,306,554.23 which was the lowest most responsive bidder of 4 bidders and was 33% below the Engineer's estimate of \$1,964,000.00. The second lowest bidder was \$43,952.77 above the Fleming Excavating bid.

Funding Source: Sewer Revenue

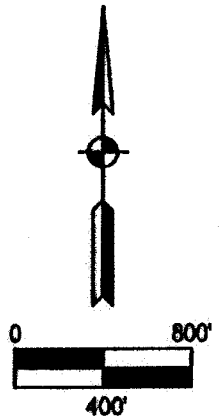
Council Introduction Date: March 28, 2017

cc: Matthew Wirtz, Diane Brown, Ken Neumeister (Allen County Regional Water and Sewer District)



- LEGEND**
-  PROPOSED FORCE MAIN W/  
GRINDER PUMP STATION
  -  LIFT STATION
  -  PROPOSED GRAVITY SEWER W/  
MANHOLE

REVISED 6/25/15  
 REVISED 10/15/15  
 REVISED 12/12/16



AME SOURCE  
 ALLEN COUNTY GIS - 2012 AERIAL IMAGE



**COMMONWEALTH  
 ENGINEERS, INC.**

7206 Company Dr. 1419 W. Lloyd Expressway, Ste 401 6004 Colwater Rd. Ste 203  
 Indianapolis, IN 46237 Evansville, IN 47715 Fort Wayne, IN 46825  
 (317) 858-1177 (317) 474-1127 (260) 494-3223

ACRWSD - PRELIMINARY ENGINEERING REPORT  
 ALLEN COUNTY REGIONAL WATER AND SEWER  
 DISTRICT - 2015

FIGURE

FIGURE 49A - CARROLL - HAND ROAD  
 PROPOSED SERVICE AREA

**49A**

**SEWER CONSTRUCTION**  
**CONNECTION CHARGE ASSESSMENT CONTRACT,**  
**AND MANAGEMENT SERVICES AGREEMENT**  
**FOR CARROLL ROAD – HAND ROAD AREA SANITARY SEWER**

Sewer Contract # 2016-S-0322

Work Order # 76222

THIS AGREEMENT is made and entered into this 22<sup>nd</sup> day of February, 2017, 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 2016, (the "Bonds") to the Indiana Finance Authority to finance the construction of the Carroll Road – Hand Road 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), 8" (eight-inch) and 12" (twelve-inch) underground sanitary sewer line, a lift station and individual grinder pump stations (hereinafter the "Carroll Road – Hand Road Area Sanitary Sewer System") in accordance with plans and specifications prepared by Wessler Engineering dated October 12, 2016 approved by Fort Wayne in December 2016 (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:

**Sanitary Main A – Lift Station to Gravity**

Beginning at a proposed lift station located 105± feet South of the North property line of 11508 Hand Road and 60± feet West of the Centerline of Hand Road; thence East, within a proposed easement, 19± L.F. of 12" PVC SDR 26 pipe to Str A-02; thence North, within a proposed easement, 400± L.F. to Str A-03; thence North 400± L.F. to Str A-04; thence North 396± L.F. to Str A-05 and terminating said Sanitary Main A – Lift Station to Gravity.

**Sanitary Main B – 2" Force Main**

Beginning at the aforementioned manhole Str A-05 at Sta 0+00 located 50± feet South and 35± feet West of the Centerline of the Intersection of Carroll Road and Hand Road; thence Northeast and running along the South right of way of Carroll Road and making a turn South and running along the West right of way of Carroll Lynn Drive, 675± L.F. of 2" HDPE DR 11 force main pipe to Str B-01 (Inline flushing cleanout at Sta 6+75); thence South 225± L.F. to Str B-02 (ARV at Sta 9+00); thence South 715± L.F. to Str B-03 (Terminal flushing cleanout at Sta 16+15) and terminating said Sanitary Main B – 2" Force Main.

**Sanitary Main C – Lift Station to 8" Force Main**

Beginning at the aforementioned proposed lift station at Sta 0+00 located 105± feet South of the North property line of 11508 Hand Road and 60± feet West of the Centerline of Hand Road; thence North, within a proposed easement, 18± L.F. of 8" HDPE DR 11 force main pipe to Str C-01 (ARV at Sta 0+18); thence North to Carroll Road and continuing East along the South right of way of Carroll Road, 1,945± L.F. to Str C-02 (ARV at Sta 19+63), thence East 1,150± L.F. to Str C-03 (ARV at Sta 31+13); thence East 1,274± L.F. to Str C-04 (ARV at Sta 43+87); thence East 1,560± L.F. to Str C-05 (ARV at Sta 59+47) thence East 707± L.F. to an existing manhole H66 002 at Sta 66+54 and terminating said Sanitary Main C – Lift Station to 8" Force Main.

Said sewer to include: 1,615± L.F. of 2" HDPE DR 11 force main pipe, 6,654± L.F. of 8" HDPE DR 11 force main pipe and 1,215± L.F. of 12" PVC SDR 26 pipe; 1 (One) Lift Station, 6 (Six) Air release valves, 1 (One) Inline flushing cleanout, 1 (One) Terminal cleanouts and 4 (Four) Manholes

Project also includes the installation of individual grinder pump stations for some of the connected customers (anticipated to be 16). The individual grinder pump stations will remain under the ownership, operation and maintenance of the District until December 31, 2042, 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 Carroll Road – Hand Road 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 Two hundred forty five thousand six hundred sixty seven dollars and no cents (\$245,667.00), and for materials, contractual labor, equipment, permits and/or licenses required for construction by Fleming Excavating Inc. for the Carroll Road – Hand Road Area Sanitary Sewer System at a cost of One million three hundred six thousand five hundred fifty four dollars and no cents (\$1,306,554.00). 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 Twenty one thousand six hundred twenty five dollars and ninety five cents (\$21,625.95). The total value of said sanitary sewer system is One million three hundred twenty eight thousand one hundred seventy nine dollars and ninety five cents (\$1,328,179.95).
  - (a) It is further agreed that Fort Wayne will reimburse the Sewer District oversizing costs associated with the design and bidding, easement preparation and acquisition and construction of portions of the described Project, as requested by Fort Wayne, together the "Reimbursement Amount." The Reimbursement Amount shall be finally determined based on the actual cost of the work performed associated with the oversizing items incorporated in the Project. The Total Reimbursement Amount, exclusive of the Contingent Reimbursement Amount (as defined hereinafter), is estimated to be Eight hundred thirty one thousand three hundred twenty five dollars and twenty four cents (\$831,325.24).
  - (b) Fort Wayne will reimburse the District for reimbursable costs and expenses as set forth in this Agreement based upon the following schedule:
    - i. Costs for Preconstruction items (project management, civil engineering and easement/property acquisition) and Construction Administration shall be paid to the District by Fort Wayne within thirty (30) calendar days of the District's issuance of the "Notice to Proceed" to each of the District's respective contractors in the estimated amount of One hundred thirty two thousand eight hundred thirty four dollars and forty eight cents (\$132,834.48).
    - ii. Fort Wayne shall pay the District its pro rata share of Monthly Draws for the balance of the Construction Costs to the District within 15 calendar days of the District's approval of each of the projects Monthly Pay Applications in the estimated amount of Six hundred ninety eight thousand four hundred ninety dollars and seventy six cents (\$698,490.76).
    - iii. Final settlement costs associated with change orders will be paid to the District within thirty (30) days of the approval of said change orders, said approvals not to be unreasonably withheld or delayed by Fort Wayne or the District. The final determination of the amount to be contributed to the Carroll-Hand Project by Fort

Wayne shall be based upon Fort Wayne's pro rata share of the final construction cost for the Project, including any and all applicable change orders in the work for the Project.

- (c) The Contingent Reimbursement Amount is the sum of Ninety thousand eight hundred eighty two dollars and sixty three cents (\$90,882.63), reduced, however, by any Contingent Reimbursement Amounts paid to the District pursuant to that certain Sewer Construction Connection Charge Assessment Contract And Agreement For Management Services For Glen Elm-Sonata Drive-Popp Road-The Prophets Pass Area Sanitary Sewer Project of even date herewith, it being the understanding and agreement that that the maximum combined Contingent Reimbursement Amount from both of these said contracts shall not exceed Ninety thousand eight hundred eighty two dollars and sixty three cents (\$90,882.63). As connections are made directly or indirectly by customers of the City that utilize any of the sewer capacity of the Project, Fort Wayne shall pay every six (6) months fifty percent (50%) of all Area Connection Fees so collected (or replacement fees imposed by Fort Wayne in lieu or replacement of existing Fort Wayne Area Connection Charges), up to the amount of the Contingent Reimbursement Amount, at which time no further contingent payments shall be due the District. If not sooner due and payable, any balance on the Contingent Reimbursement Amount shall lapse and expire on December 31, 2027.
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 Fifty four thousand four hundred dollars and no cents (\$54,400.00) to the District toward the cost of the project. Said contribution shall be paid to the District in the amount of Three thousand two hundred dollars and no cents (\$3,200.00) each for the first 17 (seventeen) connections 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 Carroll Road – Hand Road 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 Carroll Road – Hand Road 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 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, and shall remit the District's portion of the User Charge directly to the Sewer District on a monthly basis. For purposes of the foregoing, the District's portion is the difference between the monthly sewer rate the customer would have paid had the customer been a sewer customer of the City and the District's then applicable monthly sewer charge to such customer. For purposes of the foregoing, the City's monthly rate shall be determined and based upon the City's then sewage rate ordinance, including whether the customer would have been billed at the City's then applicable Flat Rate Monthly Charge or Retail Metered Rates and whether the customer is Inside City or Outside City as said terms are used and defined in the City's sewage rate ordinance from time to time. 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, 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 Carroll Road – Hand Road Area Sanitary Sewer System.

9. Notwithstanding the terms of paragraph 8, during the period commencing January 1, 2038, and ending December 31, 2042 (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, 2042, 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 District 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 full or partial inspection of each sanitary sewer lateral installed and inspected by the District and remit Twenty dollars and no cents (\$20.00) of this fee to City Utilities. In the event a tap-in does not pass the first inspection, the same fees shall be assessed against the customer for each additional re-inspection.
12. The Carroll Road – Hand Road 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 Carroll Road – Hand Road 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 Three hundred twenty six thousand six hundred thirty eight dollars and fifty cent (\$326,638.50).
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, 2042. At midnight on December 31, 2042, 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 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.

[Signature Page to Follow]



CITY OF FORT WAYNE BY AND THROUGH ITS BOARD OF PUBLIC WORKS

By: [Signature]  
Robert P. Kennedy, Chair

By: Absent  
Mike Avila, Member

By: [Signature]  
Kumar Menon, Member

ATTEST: [Signature]  
Lyndsey Richards, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF ALLEN )

Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Chair, Mike Avila and Kumar Menon as Members of the Board of Public Works of the City of Fort Wayne, and Lyndsey Richards, Clerk of the Board of Works and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 1 day of March, 2017.

My Commission Expires:  
12/04/2020

[Signature]  
Notary Public  
Resident of Allen  
Lindsony K Haggerty  
Printed Name of Notary

This instrument prepared by VINCENT J. HEINY (I.D. #7638-02), Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, IN 46802, Telephone: (260) 426-0444.

**Exhibit "A"**

**Allen County Parcel No.: 02-01-36-101-017.000-044:**

Fri S 151 ft of N 1308.6 of Fri E 200 of W 410 NW ¼ NW ¼ Sec 36

Address: 11512 Carroll Lynn Drive

Current Owner: Brian S. & Kristy A. Weidler

**Allen County Parcel No.: 02-01-36-101-016.000-044:**

S 120 ft of N 1157.6 of E 200 of W 410 NW ¼ NW ¼ Sec 36

Address: 11521 Carroll Lynn Drive

Current Owner: Michael A. & Karyn L. Wolfe

**Allen County Parcel No.: 02-01-36-102-007.000-044:**

Fri S 120 of N 1160 of E 200 of W 640 Ft NW ¼ & Vac St Adj & Spc N & S of Drain Sec 36

Address: 11522 Carroll Lynn Drive

Current Owner: Hanna Fettig

**Allen County Parcel No.: 02-01-36-101-015.000-044:**

E 170' of W 380' of S 120' of N 1040' NW ¼ Sec 36

Address: 11601 Carroll Lynn Drive

Current Owner: Ghazali Holdings Company LLC

**Allen County Parcel No.: 02-01-36-102-006.000-044:**

E 230 of W 640 of S 180 of N 1040 ft NW ¼ Sec 36

Address: 11606 Carroll Lynn Drive

Current Owner: Dennis L. & Sandra F. Richmond

**Allen County Parcel No.: 02-01-36-101-014.000-044:**

E 170 of W 380 of S 120 of N 920 Ft NW ¼ Sec 36

Address: 11611 Carroll Lynn Drive

Current Owner: Michael G. Dyer & Laura A. Wyss

**Allen County Parcel No.: 02-01-36-102-005.000-044:**

E 230 of W 640 of S 150 of N 860 Ft NW ¼ Sec 36

Address: 11616 Carroll Lynn Drive

Current Owner: George R. & Lela R. Dunn

**Allen County Parcel No.: 02-01-36-101-013.000-044:**

E 170 of W 380 of S 120 of N 800 Ft NW ¼ Sec 36

Address: 11617 Carroll Lynn Drive

Current Owner: James W. & Joyce M. Rowe

**Allen County Parcel No.: 02-01-36-102-004.000-044:**

S 150 of N 710 of E 200 of W 640 Ft NW ¼ Sec 36

Address: 11620 Carroll Lynn Drive

Current Owner: Jenoa & Theresa Bair

**Allen County Parcel No.: 02-01-36-101-012.000-044:**

E 170 of W 380 of S 120 of N 680 Ft NW ¼ Sec 36

Address: 11625 Carroll Lynn Drive

Current Owner: Sarah M. Rowe

**Allen County Parcel No.: 02-01-36-101-011.000-044:**

S 200 of N 560 of E 200 of W 410 Ft NW ¼ Sec 36

Address: 11701 Carroll Lynn Drive

Current Owner: Daniel A. & Brenda K. Hoover

**Allen County Parcel No.: 02-01-36-102-003.000-044:**

S 120 of N 560 of E 200 of W 640 Ft NW ¼ Sec 36

Address: 11704 Carroll Lynn Drive

Current Owner: Cullan S. Magnuson, Summer A. Sordelet & Dianne J. Smith

**Allen County Parcel No.: 02-01-36-102-002.000-044:**

E 400 of W 840 of S 120 of N 440 Ft NW ¼ Sec 36

Address: 11724 Carroll Lynn Drive

Current Owner: Jeff L. & Christine K. Heck

**Allen County Parcel No.: 02-01-36-101-010.000-044:**

E 200' of W 410' of S 160' of N 360' NW ¼ Sec 36 Ex Rd

Address: 11733 Carroll Lynn Drive

Current Owner: Paul A. & Mary A. Wyss L/Est & Laura A. Wyss Und ¼ Int Et Al

**Allen County Parcel No.: 02-01-36-102-001.000-044:**

E 200 of W 640 of N 320 Ft NW ¼ Sec 36

Address: 4913 Carroll Road

Current Owner: Richard D. & Pamela L. Marx

**Allen County Parcel No.: 02-01-36-101-009.000-044:**

E 200 of W 410 of N 200 NW ¼ NW ¼ Ex E 30 Sec 36

Address: 5003 Carroll Road

Current Owner: Erik L. & Jamie L. Rissner

**Allen County Parcel No.: 02-01-36-101-001.000-044:**

W 210 of N 200 Ft NW ¼ Sec 36

Address: 5029 Carroll Road

Current Owner: Gregory M. Coolman

**Allen County Parcel No.: 02-01-36-101-008.000-044:**

S 184.8 of N 1325.60 of W 210 ft NW ¼ Sec 36

Address: 11508 Hand Road

Current Owner: Edwin J. & Patricia A. Poorman

**Allen County Parcel No.: 02-01-36-101-007.000-044:**

S 115 of N 1140 of W 210 NW ¼ NW ¼ Sec 36

Address: 11520 Hand Road

Current Owner: Steven E. II & Jennifer J. Bennett

**Allen County Parcel No.: 02-01-36-101-006.000-044:**

Fri S 162.9 of N 1025.8 of W 210 NW ¼ Sec 36

Address: 11606 Hand Road

Current Owner: Bruce L. & Kimberly J. Bender

**Allen County Parcel No.: 02-01-36-101-005.000-044:**

S 162.9' of N 862.9' of W 210' NW ¼ Sec 36

Address: 11626 Hand Road

Current Owner: Nancy R. Harter & Annette E. Schmidt as Co-Trs of the Nancy R. Harter 2015 Revocable Trust dated 10-26-2015

**Allen County Parcel No.: 02-01-36-101-004.000-044:**

S 120 of N 700 of W 210 Ft NW ¼ Sec 36

Address: 11704 Hand Road

Current Owner: Thomas Eldon & Barbara J. Dice

**Allen County Parcel No.: 02-01-36-101-003.000-044:**

S 140 of N 580 of W 210 NW ¼ Sec 36

Address: 11718 Hand Road

Current Owner: Karen Kikly Trs

**Allen County Parcel No.: 02-01-36-101-002.000-044:**

S 240 of N 440 of W 210 Ft NW ¼ Sec 36

Address: 11802 Hand Road

Current Owner: Sergio & Brandi Saldivar

**BILL NO. S-17-03-38**

**REPORT OF COMMITTEE ON PUBLIC WORKS**

**April 11, 2017**

*Paul Ensley* **Chair**

*Tom Freistroffer* **Co-Chair**

**All Council Members**

An Ordinance approving Sewer Construction Connection Charge Assessment Contract, and Management Services Agreement for Carroll Road – Hand Road area Sanitary Sewer – Sewer Contract #2016-S-0322 – Resolution/Work Order #76222 between Fleming Excavating and the City of Fort Wayne, Indiana, and the Allen County Regional Water and Sewer District in connection with the Board of Public Works

*Involving a total cost of \$831,325.24*

**COMMITTEE ON PUBLIC WORKS 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>
<i>[Signature]</i>	_____	_____	_____
<i>[Signature]</i>	_____	_____	_____
<i>[Signature]</i>	_____	_____	_____
<i>[Signature]</i>	_____	_____	_____
<i>[Signature]</i>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**LANA R. KEESLING CITY CLERK**

*Lana R. Keesling*

Public Hearing Date: N/A

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

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

Read the third time in full and on motion by Councilman Ensley, 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: April 11, 2017



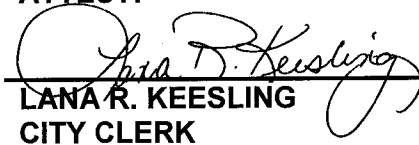

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LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-17-03-38 on the 11th day of April, 2017

ATTEST:




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LANA R. KEESLING  
CITY CLERK




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THOMAS F. DIDIER  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th of April 2017, at the hour of 10:00 o'clock A.M. E.S.T.




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LANA R. KEESLING, CITY CLERK

Approved and signed by me this 12<sup>TH</sup> day of APRIL

2017, at the hour of 2:00 O'clock PM E.S.T.




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THOMAS C. HENRY, MAYOR