

1
2 BILL NO. S-18-08-11

SPECIAL ORDINANCE NO. S-8518

3 AN ORDINANCE approving CSO OUTFALL
4 IMPROVEMENT AGREEMENT between Northern
5 Indiana Public Service Company, LLC ("NIPSCO") and
6 the City of Fort Wayne, Indiana in connection with the
Board of Public Works.

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

9 **SECTION 1.** That the CSO OUTFALL IMPROVEMENT AGREEMENT
10 between NIPSCO and the City of Fort Wayne, Indiana in connection with the
11 Board of Public Works, is hereby ratified, affirmed, and approved in all
12 respects, respectfully for:

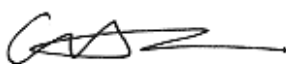
13 NIPSCO's improvement of CSO Outfall #29 in accordance with the
14 Plans and the City's covenant to cooperate as agreed;

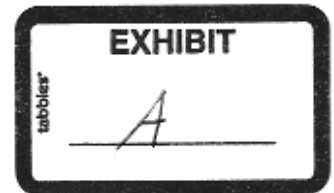
15 The Contract involves a cost that is not-to-exceed TWO HUNDRED SEVENTY
16 THOUSAND and 00/100 Dollars (\$270,000.00). A copy of said Contract is on
17 file with the Office of the City Clerk and made available for public inspection,
18 according to law.

19 **SECTION 2.** That this Ordinance shall be in full force and effect from
20 and after its passage and any and all necessary approval by the Mayor.
21

22 
23 _____
24 Council Member

25 APPROVED AS TO FORM AND LEGALITY:

26 
27 _____
28 Carol Helton, City Attorney
29
30



CSO OUTFALL IMPROVEMENT AGREEMENT

This CSO Outfall Improvement Agreement ("Agreement") is made and entered into as of the ___ day of August __, 2018, by and between the Northern Indiana Public Service Company, LLC, ("NIPSCO") and the City of Fort Wayne, by its Board of Public Works (the "City").

RECITALS

A. The City owns and operates the combined sewer outfall identified in the NPDES permit issued by the Indiana Department of Environmental Management ("IDEM") as CSO outfall #29 (the "Outfall"). The Outfall discharges to the St. Mary's River and is located within an easement through property owned by Hall's Gas House, LLC.

B. NIPSCO intends to complete certain remedial work within the St. Mary's River proximate to the Outfall beginning in September 2018. That remedial work will also include activities to stabilize areas of the bank of the St. Mary's River proximate to the Outfall.

C. NIPSCO believes that the Outfall and its associated river bank are in need of repair, and that, if not repaired, discharges from the Outfall will impair NIPSCO's intended remedial work in the St. Mary's River. The City agrees that improvements to the Outfall and its associated bank are warranted.

D. NIPSCO and the City have agreed that construction plans attached as Exhibit A (the "Plans") reflect the scope of appropriate improvements for the Outfall and its associated riverbank (the "Improvements").

E. Under certain terms and conditions, NIPSCO and the City wish to work cooperatively to cause the Improvements to be implemented between October 2018 and May 2019.

AGREEMENT

In consideration of the covenants, representations and agreements reflected below, the parties agree as follows.

1. ***Improvement Construction & Dedication.*** NIPSCO agrees to cause the Improvements to be constructed beginning in October 2018 in accordance with the Plans. Except as noted below, NIPSCO shall be solely responsible for the costs to construct the Improvements. The City agrees to cause City staff (at the City's sole cost) to (a) provide appropriate oversight to the construction work, (b) provide two of the three 12" pumps reflected on the Plans to redirect CSO flows on or before October 1, 2018 through December 1, 2018, (c) provide all hosing associated with the 12" pumps provided by the City necessary to redirect CSO flows as directed on the Plans, and, (d) following completion of the construction work, to (i) inspect and accept (dedicate) the constructed combined sewer improvements as part of the City's public sewer

system and (ii) thereafter maintain and repair the improved Outfall as the City deems appropriate. NIPSCO shall not be liable to the City for the Improvements thereafter.

2. **City Payment.** The City agrees to pay NIPSCO the sum of \$270,000.00 (the "Total Payment") in consideration for NIPSCO's work to complete the Improvements. An initial payment of \$120,000.00 from the Total Payment will be made by the City to NIPSCO in 2018 if Improvement construction work of at least \$120,000.00 is completed in 2018 and NIPSCO timely invoices the City in 2018 for that sum. The Total Payment shall be paid to NIPSCO in full in 2019 following completion of all Improvement construction and acceptance of the improved Outfall by the City.

3. **Outfall Activations During Construction.** The parties acknowledge that flows from the City's combined sewer system will be prevented from discharging through the Outfall while NIPSCO is completing the Improvements. As reflected on the Plans, NIPSCO will cause flows which would have otherwise been directed to the Outfall to instead be directed (using pumps and hosing reflected on the Plans and, in part, provided by the City pursuant to Section 1(b) and (c)) to a nearby stormwater sewer which also discharges to the St. Mary's River (the "Stormwater Outfall"). The City represents that it has obtained all necessary approvals from IDEM for the use of the Stormwater Outfall to receive and discharge such combined sewer flows. The parties also acknowledge that conditions may occur beyond the capacity of the aforementioned pumps or Stormwater Outfall which would require the use of high-capacity additional pumps or other means to address extreme combined sewer system discharges and that they will work cooperatively at their own costs to address extreme conditions if such arise.

4. **Approvals.** Except as noted above, NIPSCO shall be solely responsible to obtain all governmental and property owner approvals necessary to complete the Improvements. The parties acknowledge that modifications to the Plans may be proposed by NIPSCO following its selection of a contractor to implement the Improvements in August 2018 and agree to work expeditiously in good faith to propose and consider any such modification requests. Once approved by the City, any modified plans shall replace and supersede those attached as Exhibit A.

5. **Notices.** Any notice, designation, consent, approval, offer, acceptance, statement, request, or other communication (a "Notice") required or allowed under this Agreement shall be in writing. Notice to a party shall be given at the party's address stated below, or at such other address as a party may designate in a Notice to the other party: Any party may change the names of those to receive Notices by providing a Notice to the other parties clearly providing the modified contact information.

If to the City:

Anne Marie Smrchek
Fort Wayne City Utilities
200 E. Berry St., Ste. 270
Fort Wayne, IN 46814
Anne.Marie.Smrcek@cityoffortwayne.org

With a copy to:

Brandon J. Almas
Associate City Attorney—City Utilities
200 E. Berry St.
Fort Wayne, IN 46802
Brandon.Almas@cityoffortwayne.org

If to NIPSCO:

Marc Okin,
NiSource Corporate Services, Inc.
290 West Nationwide Blvd.
Columbus, OH 43215
mokin@nisource.com

With a copy to:

Daniel Deeb
Schiff Hardin LLP
233 S. Wacker Drive
Suite 7100
Chicago, IL 60606
ddeeb@schiffhardin.com

Notice shall be deemed given when: (i) personal service of the Notice is made on the party to be notified; (ii) the Notice is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid; or (iii) the Notice is sent to the party to be notified by express courier such as "Federal Express", or such other similar carrier guaranteeing next day delivery, fees prepaid. Refusal by a party to accept a Notice shall not affect the giving of the Notice. If agreed by the parties in a later writing, the parties may also accept email communications as a Notice under this Agreement.

6. ***Indemnification.***

6.1 ***Indemnification by NIPSCO.*** NIPSCO shall indemnify, defend, and hold the City harmless from and against any and all claims, liabilities, actions, demands, and causes of action asserted by any third party which arise as a result of the following:

- (a) NIPSCO's performance or failure to perform any of the obligations required of it under the terms of this Agreement, including a failure to construct the Improvements in accordance with the Plans; or
- (b) The condition or function of the Improvements prior to the City's acceptance of the Improvements as part of the public sewer system.

6.2 ***Indemnification by the City.*** The City shall indemnify, defend, and hold NIPSCO harmless from and against any and all claims, liabilities, actions, demands, and causes of action asserted by any third party which arise out of the following:

- (a) The City's performance or failure to perform any of the obligations required of it under the terms of this Agreement; or
- (b) The condition or function of the Improvements following the City's acceptance of the Improvements as part of the public sewer system.

7. ***Miscellaneous.***

7.1 ***Binding Agreement.*** This Agreement shall bind and apply to the City and NIPSCO and their respective successors and assigns.

7.2 ***Invalid Provision/Severability.*** The invalidity or unenforceability of any particular portion of this Agreement shall not affect the other provisions of it, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

7.3 ***Amendments.*** No amendments, modifications, alterations, or additions to this Agreement shall be binding unless made in writing and signed by the City and NIPSCO or their respective legal representatives.

7.4 ***Governing Law.*** This Agreement shall be governed in all respects by the laws of the State of Indiana.

7.5 ***Rule of Construction.*** The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interests of the document's maker or drafter shall not apply to this Agreement.

7.6 ***Headings.*** The section headings in this Agreement are included solely for convenience, and shall not affect or be used in connection with the interpretation of this Agreement

7.7 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document.

7.8 **Recitals.** All recitals set forth in this Agreement are incorporated by reference and are true.

7.9 **Entire Agreement.** This Agreement constitutes the entire agreement among the parties concerning Materials and supersedes any prior agreements and understandings, both written and oral, between the City and NIPSCO with respect to the subject matter contained herein.

7.10 **Agreement Subject to Approval by the Fort Wayne Board of Public Works and the Common Council of the City of Fort Wayne.** This Agreement is subject to approval by the City's Board of Public Works and the Common Council for the City. Should any required approval not be obtained, this Agreement shall be void, and the parties' respective obligations hereunder shall terminate. Notwithstanding the foregoing, nothing in this Section shall relieve either party of any obligation required of such party under local, state, or federal law.

7.11 **Review by Counsel and Authority to Sign.** The City and NIPSCO acknowledge that they have each had the opportunity to have this Agreement reviewed by their respective attorneys prior to its execution and that they each have the authority to execute this Agreement binding their respective entities.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed his Agreement as of the date first set forth above.

NOTHERN INDIANA PUBLIC SERVICE
COMPANY, LLC

By: Joe P. Ferry
Name: Joe P. Ferry
Title: Director Remediation

THE CITY OF FORT WAYNE, BY ITS
BOARD OF PUBLIC WORKS

By: _____
Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

ISSUED FOR BID

THIS IS A COLOR DRAWING. INFORMATION WILL BE LOST IF REPRODUCED IN BLACK AND WHITE.

DATE	2/27/2018
BY	DAVID W. HARRIS
SCALE	AS SHOWN
PROJECT	PORT WAYNE FORMER MGP SITE RESTORATION AND SOIL REMEDIATION IMPROVEMENT
CLIENT	PORT WAYNE INDUSTRIAL

NO.	DESCRIPTION	DATE
1	ISSUED FOR BID	2/27/2018

PORT WAYNE FORMER MGP SITE RESTORATION AND SOIL REMEDIATION IMPROVEMENT

PORT WAYNE INDUSTRIAL

TITLE SHEET AND DRAWING INDEX

G-100

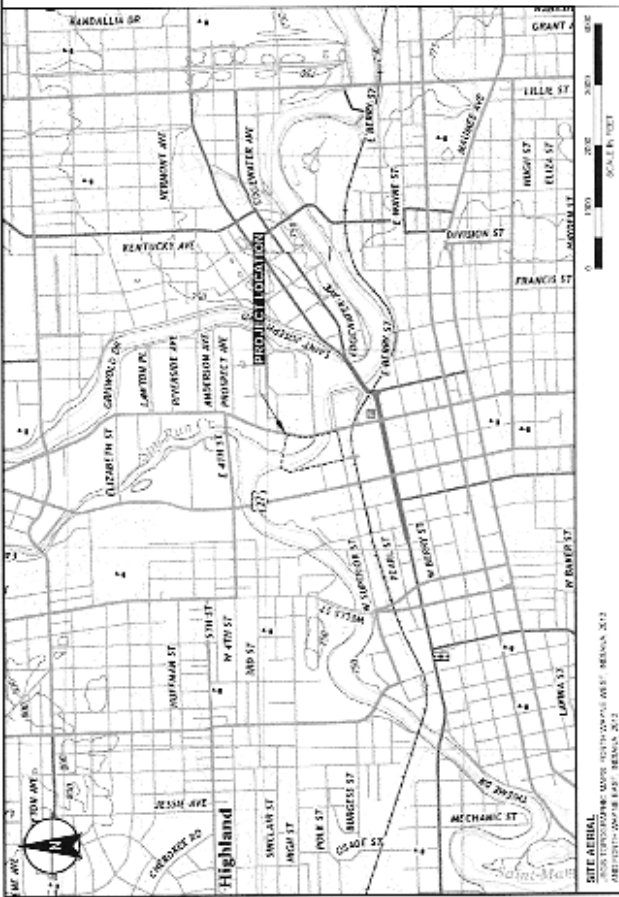
Sheet 1 of 36

FORT WAYNE FORMER MGP SEDIMENT REMEDIATION AND CSO OUTFALL IMPROVEMENT

FORT WAYNE, INDIANA

JULY 2018

SHEET NO.	DRAWING NO.	DRAWING TITLE
1	G-100	TITLE SHEET AND DRAWING INDEX
2	G-101	GENERAL NOTES AND LEGEND
3	G-102A	EXISTING CONDITIONS
4	G-102B	EXISTING CONDITIONS
5	G-101	LIMITS OF OLD TUMMID MAP - MATERIALS
6	G-102	DEMOLITION PLAN - OLD FORT AREA
7	G-103	DEMOLITION PLAN - FORMER MGP SITE
8	G-104	SITE PREPARATION & EROSION CONTROL PLAN - OLD DISTRICT AREA
9	G-105	SITE PREPARATION & EROSION CONTROL PLAN - FORMER MGP SITE
10	G-200A	DREDGING PLAN - EXISTING CONDITIONS
11	G-200B	DREDGED SURFACE
12	G-201	DREDGING CROSS SECTIONS A AND B
13	G-202	DREDGING CROSS SECTIONS C AND D
14	G-203	DREDGING CROSS SECTION E
15	G-206	FINAL CAP
16	G-300	SITE RESTORATION PLAN - OLD FORT AREA
17	G-301	SITE RESTORATION PLAN - FORMER MGP SITE
18	G-400	CSO PLAN
19	G-601	CSO PROFILE AND DETAILS
20	G-602	CONSTRUCTION DETAILS
21	G-603	CONSTRUCTION DETAILS
22	G-604	CONSTRUCTION DETAILS
23	G-605	BURIED CABLE PLAN AND DETAILS
24	G-606	CONSTRUCTION DETAILS
25	G-610	CSO PLAN - EXISTING CONDITIONS, PROPOSED SHEETING AND CULVERT, AND DETAILS
26	G-611	CSO PLAN - PROPOSED CONDITIONS AND DETAILS
27	G-612	CSO PLAN - SECTION A - A ELEVATION ALONG CULVERT
28	G-613	CSO PLAN - SECTION B - B ELEVATION ALONG SHEETING ADJUSTMENT
29	G-614	CULVERT DETAILS
30	G-700	RIVER STABILIZATION PLAN
31	G-701	RIVERBANK PLANTING PLAN
32	G-702	RIVERBANK LANDSCAPE PLAN
33	G-703	DETAILS
34	G-704	RIVER ACCESS PATH AREA DETAILS
35	G-705	RIVER ACCESS AREA DETAILS
36	G-706	WEST SWIMWAY & LAWTON PARKS LANDSCAPING PLANS



ISSUED FOR BID



NO.	DESCRIPTION	DATE
1	ISSUED FOR BID	08/14/2013
2	REVISED	08/14/2013
3	REVISED	08/14/2013
4	REVISED	08/14/2013
5	REVISED	08/14/2013
6	REVISED	08/14/2013
7	REVISED	08/14/2013
8	REVISED	08/14/2013
9	REVISED	08/14/2013
10	REVISED	08/14/2013

NO.	DESCRIPTION	DATE
1	ISSUED FOR BID	08/14/2013
2	REVISED	08/14/2013
3	REVISED	08/14/2013
4	REVISED	08/14/2013
5	REVISED	08/14/2013
6	REVISED	08/14/2013
7	REVISED	08/14/2013
8	REVISED	08/14/2013
9	REVISED	08/14/2013
10	REVISED	08/14/2013

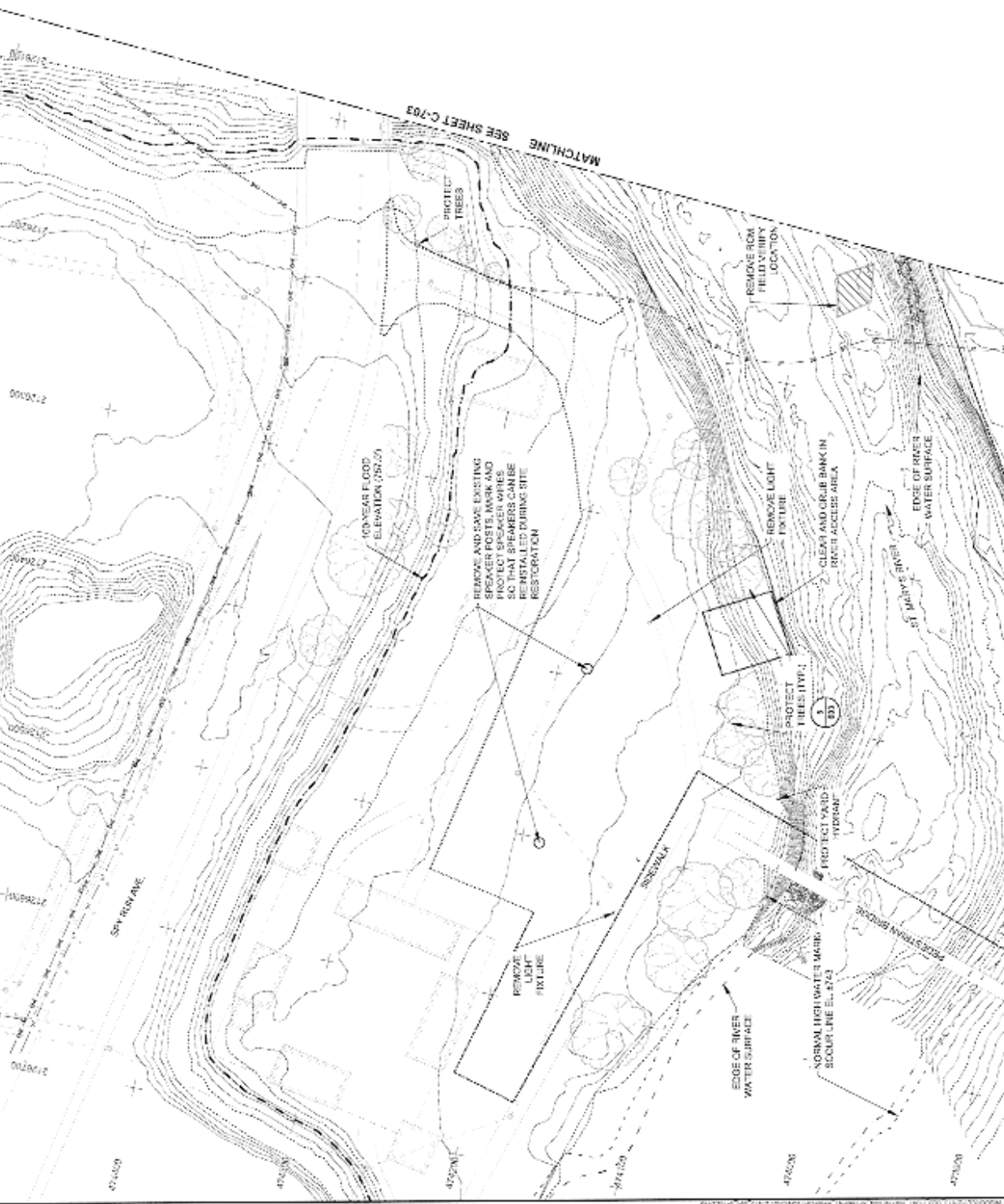
POST AVIABLE FORMER MSP
 SITE DEMOLITION
 AND RESTORATION
 IMPROVEMENT
 FORT WORTH, TEXAS

DEMOLITION PLAN
 - OLD FORT AREA

C-102
 SHEET 6 OF 28

LEGEND

- EXISTING 10% TERRACE
- EXISTING 5% TERRACE
- EXISTING 2% TERRACE
- EXISTING 1% TERRACE
- EXISTING 0% TERRACE
- EXISTING 1% TERRACE
- EXISTING 2% TERRACE
- EXISTING 5% TERRACE
- EXISTING 10% TERRACE
- EXISTING 15% TERRACE
- EXISTING 20% TERRACE
- EXISTING 25% TERRACE
- EXISTING 30% TERRACE
- EXISTING 35% TERRACE
- EXISTING 40% TERRACE
- EXISTING 45% TERRACE
- EXISTING 50% TERRACE
- EXISTING 55% TERRACE
- EXISTING 60% TERRACE
- EXISTING 65% TERRACE
- EXISTING 70% TERRACE
- EXISTING 75% TERRACE
- EXISTING 80% TERRACE
- EXISTING 85% TERRACE
- EXISTING 90% TERRACE
- EXISTING 95% TERRACE
- EXISTING 100% TERRACE



ISSUED FOR BID



NO.	DATE	DESCRIPTION
1	08/14/2013	ISSUED FOR BID
2	08/14/2013	ISSUED FOR BID
3	08/14/2013	ISSUED FOR BID
4	08/14/2013	ISSUED FOR BID
5	08/14/2013	ISSUED FOR BID
6	08/14/2013	ISSUED FOR BID
7	08/14/2013	ISSUED FOR BID
8	08/14/2013	ISSUED FOR BID
9	08/14/2013	ISSUED FOR BID
10	08/14/2013	ISSUED FOR BID

FOR WAIVER FORMS W/ PERMITS
SEE SHEET C-101
FOR PERMITS
FOR PERMITS

FORT MYERS, FLORIDA
SITE PREPARATION & EROSION CONTROL PLAN - OLD FORT AREA

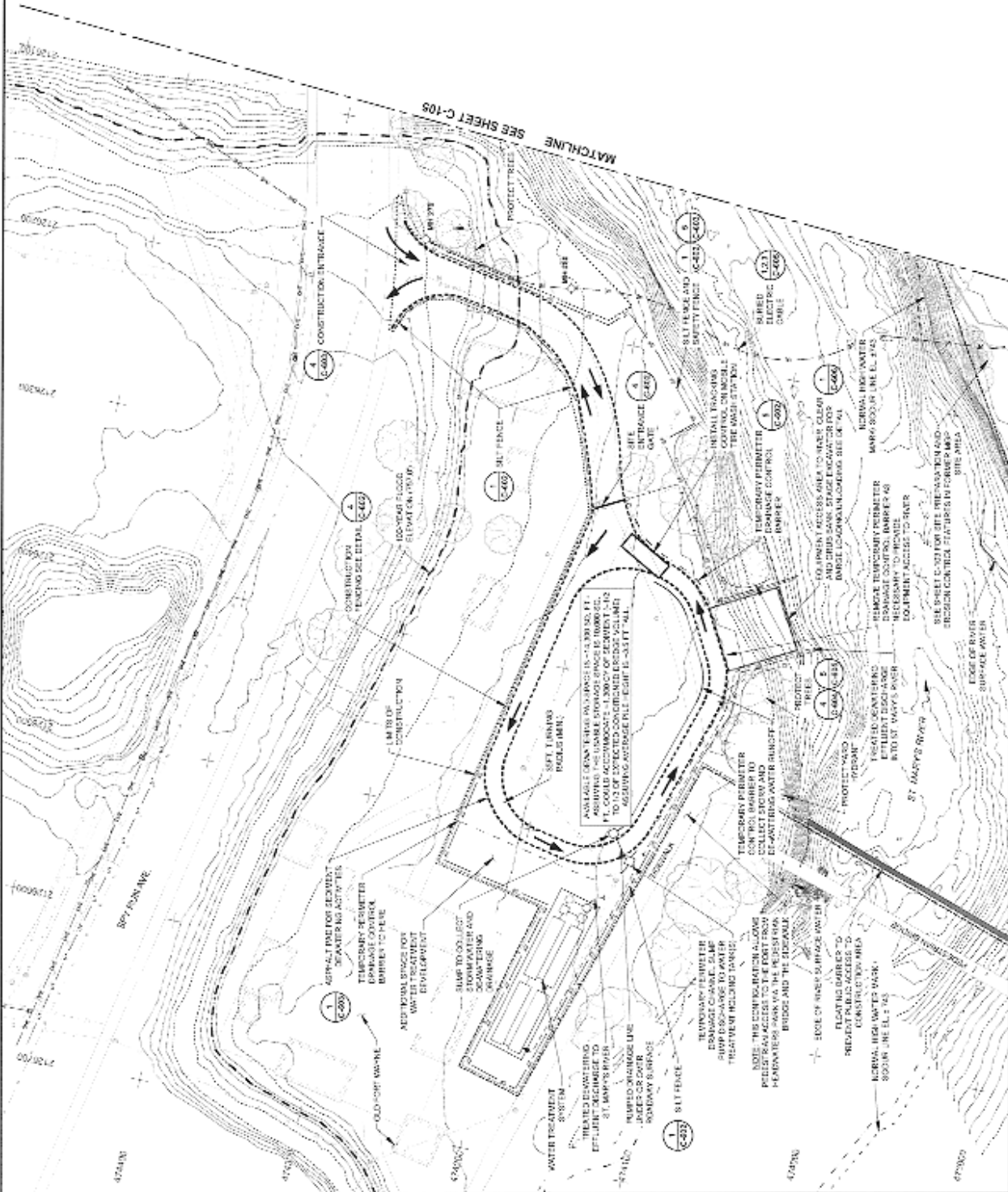
C-104

Scale: 1" = 40'

- LEGEND**
- EXISTING MAJOR ROADS
 - EXISTING ROADS
 - EXISTING DRIVEWAYS
 - EXISTING TRENCHES
 - EXISTING UTILITIES
 - EXISTING EROSION CONTROL
 - EXISTING TREES

NOTES

1. EXISTING UTILITIES: ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
2. EXISTING EROSION CONTROL: ALL EXISTING EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF THE PROJECT.
3. EXISTING TREES: ALL TREES WITH DBH 4" OR GREATER SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION. TREES WITH DBH 4" OR GREATER SHALL BE REMOVED ONLY IF NECESSARY FOR CONSTRUCTION AND REPLANTED WITH SIMILAR SPECIES AND SIZE TREES WITHIN 6 MONTHS OF COMPLETION OF THE PROJECT.



ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.

NOTE: THIS CONSTRUCTION PLAN IS SUBJECT TO THE PERMITS AND REGULATIONS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

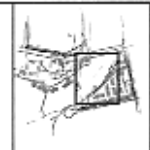
SEE SHEET C-103 FOR SITE PREPARATION AND EROSION CONTROL DETAILS IN FORMER MAP SITE AREA

EDGE OF ROOF SURFACE FINISH

EDGE OF NEW SURFACE WATER

EDGE OF EXISTING SURFACE FINISH

ISSUED FOR BID



KEY PLAN

1. PROJECT NO.	1500000000
2. SHEET NO.	001
3. TOTAL SHEETS	001
4. DATE	08/08/2018
5. DRAWN BY	W. J. BROWN
6. CHECKED BY	W. J. BROWN
7. APPROVED BY	W. J. BROWN
8. DATE APPROVED	08/08/2018

NO.	DATE	DESCRIPTION
1	08/08/2018	ISSUED FOR BID

**FORT WANE FORTNER MSP
 SEWER COLLECTION
 IMPROVEMENT**
 SHEET 001 OF 001

FINAL CAP

C-300
 DATE: 11.17.18

LEGEND
 --- DRAINAGE
 --- IMPROVEMENT

DRAINAGE AND CAPPING COORDINATES AND ELEVATIONS

PI	MCV (HDI)	STARTING ELEVATION	ENDING ELEVATION	GEOSIDE ELEVATION	MANHOLE ELEVATION	MANHOLE DIA.	MANHOLE TYPE
1	17018.276	4482.438	14.36	50.36	50.36	36.00	30" RCP
2	17018.287	4483.692	16.31	52.31	52.31	36.00	30" RCP
3	17018.297	4485.046	18.26	54.26	54.26	36.00	30" RCP
4	17018.308	4486.400	20.21	56.21	56.21	36.00	30" RCP
5	17018.318	4487.754	22.16	58.16	58.16	36.00	30" RCP
6	17018.329	4489.108	24.11	60.11	60.11	36.00	30" RCP
7	17018.339	4490.462	26.06	62.06	62.06	36.00	30" RCP
8	17018.350	4491.816	28.01	64.01	64.01	36.00	30" RCP
9	17018.360	4493.170	29.96	65.96	65.96	36.00	30" RCP
10	17018.371	4494.524	31.91	67.91	67.91	36.00	30" RCP
11	17018.381	4495.878	33.86	69.86	69.86	36.00	30" RCP
12	17018.392	4497.232	35.81	71.81	71.81	36.00	30" RCP
13	17018.402	4498.586	37.76	73.76	73.76	36.00	30" RCP
14	17018.413	4499.940	39.71	75.71	75.71	36.00	30" RCP
15	17018.423	4501.294	41.66	77.66	77.66	36.00	30" RCP
16	17018.434	4502.648	43.61	79.61	79.61	36.00	30" RCP
17	17018.444	4504.002	45.56	81.56	81.56	36.00	30" RCP
18	17018.455	4505.356	47.51	83.51	83.51	36.00	30" RCP
19	17018.465	4506.710	49.46	85.46	85.46	36.00	30" RCP
20	17018.476	4508.064	51.41	87.41	87.41	36.00	30" RCP
21	17018.486	4509.418	53.36	89.36	89.36	36.00	30" RCP
22	17018.497	4510.772	55.31	91.31	91.31	36.00	30" RCP
23	17018.507	4512.126	57.26	93.26	93.26	36.00	30" RCP
24	17018.518	4513.480	59.21	95.21	95.21	36.00	30" RCP
25	17018.528	4514.834	61.16	97.16	97.16	36.00	30" RCP
26	17018.539	4516.188	63.11	99.11	99.11	36.00	30" RCP
27	17018.549	4517.542	65.06	101.06	101.06	36.00	30" RCP
28	17018.560	4518.896	67.01	103.01	103.01	36.00	30" RCP
29	17018.570	4520.250	68.96	104.96	104.96	36.00	30" RCP
30	17018.581	4521.604	70.91	106.91	106.91	36.00	30" RCP
31	17018.591	4522.958	72.86	108.86	108.86	36.00	30" RCP
32	17018.602	4524.312	74.81	110.81	110.81	36.00	30" RCP
33	17018.612	4525.666	76.76	112.76	112.76	36.00	30" RCP
34	17018.623	4527.020	78.71	114.71	114.71	36.00	30" RCP
35	17018.633	4528.374	80.66	116.66	116.66	36.00	30" RCP
36	17018.644	4529.728	82.61	118.61	118.61	36.00	30" RCP
37	17018.654	4531.082	84.56	120.56	120.56	36.00	30" RCP
38	17018.665	4532.436	86.51	122.51	122.51	36.00	30" RCP
39	17018.675	4533.790	88.46	124.46	124.46	36.00	30" RCP
40	17018.686	4535.144	90.41	126.41	126.41	36.00	30" RCP
41	17018.696	4536.498	92.36	128.36	128.36	36.00	30" RCP
42	17018.707	4537.852	94.31	130.31	130.31	36.00	30" RCP
43	17018.717	4539.206	96.26	132.26	132.26	36.00	30" RCP
44	17018.728	4540.560	98.21	134.21	134.21	36.00	30" RCP
45	17018.738	4541.914	100.16	136.16	136.16	36.00	30" RCP
46	17018.749	4543.268	102.11	138.11	138.11	36.00	30" RCP
47	17018.759	4544.622	104.06	140.06	140.06	36.00	30" RCP
48	17018.770	4545.976	106.01	142.01	142.01	36.00	30" RCP
49	17018.780	4547.330	107.96	143.96	143.96	36.00	30" RCP
50	17018.791	4548.684	109.91	145.91	145.91	36.00	30" RCP
51	17018.801	4550.038	111.86	147.86	147.86	36.00	30" RCP
52	17018.812	4551.392	113.81	149.81	149.81	36.00	30" RCP
53	17018.822	4552.746	115.76	151.76	151.76	36.00	30" RCP
54	17018.833	4554.100	117.71	153.71	153.71	36.00	30" RCP
55	17018.843	4555.454	119.66	155.66	155.66	36.00	30" RCP
56	17018.854	4556.808	121.61	157.61	157.61	36.00	30" RCP
57	17018.864	4558.162	123.56	159.56	159.56	36.00	30" RCP
58	17018.875	4559.516	125.51	161.51	161.51	36.00	30" RCP
59	17018.885	4560.870	127.46	163.46	163.46	36.00	30" RCP
60	17018.896	4562.224	129.41	165.41	165.41	36.00	30" RCP
61	17018.906	4563.578	131.36	167.36	167.36	36.00	30" RCP
62	17018.917	4564.932	133.31	169.31	169.31	36.00	30" RCP
63	17018.927	4566.286	135.26	171.26	171.26	36.00	30" RCP
64	17018.938	4567.640	137.21	173.21	173.21	36.00	30" RCP
65	17018.948	4568.994	139.16	175.16	175.16	36.00	30" RCP
66	17018.959	4570.348	141.11	177.11	177.11	36.00	30" RCP
67	17018.969	4571.702	143.06	179.06	179.06	36.00	30" RCP
68	17018.980	4573.056	145.01	181.01	181.01	36.00	30" RCP
69	17018.990	4574.410	146.96	182.96	182.96	36.00	30" RCP
70	17019.001	4575.764	148.91	184.91	184.91	36.00	30" RCP
71	17019.011	4577.118	150.86	186.86	186.86	36.00	30" RCP
72	17019.022	4578.472	152.81	188.81	188.81	36.00	30" RCP
73	17019.032	4579.826	154.76	190.76	190.76	36.00	30" RCP
74	17019.043	4581.180	156.71	192.71	192.71	36.00	30" RCP
75	17019.053	4582.534	158.66	194.66	194.66	36.00	30" RCP
76	17019.064	4583.888	160.61	196.61	196.61	36.00	30" RCP
77	17019.074	4585.242	162.56	198.56	198.56	36.00	30" RCP
78	17019.085	4586.596	164.51	200.51	200.51	36.00	30" RCP
79	17019.095	4587.950	166.46	202.46	202.46	36.00	30" RCP
80	17019.106	4589.304	168.41	204.41	204.41	36.00	30" RCP
81	17019.116	4590.658	170.36	206.36	206.36	36.00	30" RCP
82	17019.127	4592.012	172.31	208.31	208.31	36.00	30" RCP
83	17019.137	4593.366	174.26	210.26	210.26	36.00	30" RCP
84	17019.148	4594.720	176.21	212.21	212.21	36.00	30" RCP
85	17019.158	4596.074	178.16	214.16	214.16	36.00	30" RCP
86	17019.169	4597.428	180.11	216.11	216.11	36.00	30" RCP
87	17019.179	4598.782	182.06	218.06	218.06	36.00	30" RCP
88	17019.190	4600.136	184.01	220.01	220.01	36.00	30" RCP
89	17019.200	4601.490	185.96	221.96	221.96	36.00	30" RCP
90	17019.211	4602.844	187.91	223.91	223.91	36.00	30" RCP
91	17019.221	4604.198	189.86	225.86	225.86	36.00	30" RCP
92	17019.232	4605.552	191.81	227.81	227.81	36.00	30" RCP
93	17019.242	4606.906	193.76	229.76	229.76	36.00	30" RCP
94	17019.253	4608.260	195.71	231.71	231.71	36.00	30" RCP
95	17019.263	4609.614	197.66	233.66	233.66	36.00	30" RCP
96	17019.274	4610.968	199.61	235.61	235.61	36.00	30" RCP
97	17019.284	4612.322	201.56	237.56	237.56	36.00	30" RCP
98	17019.295	4613.676	203.51	239.51	239.51	36.00	30" RCP
99	17019.305	4615.030	205.46	241.46	241.46	36.00	30" RCP
100	17019.316	4616.384	207.41	243.41	243.41	36.00	30" RCP



0 10 20 30 40
 SCALE: 1"=30'



ISSUED FOR BID

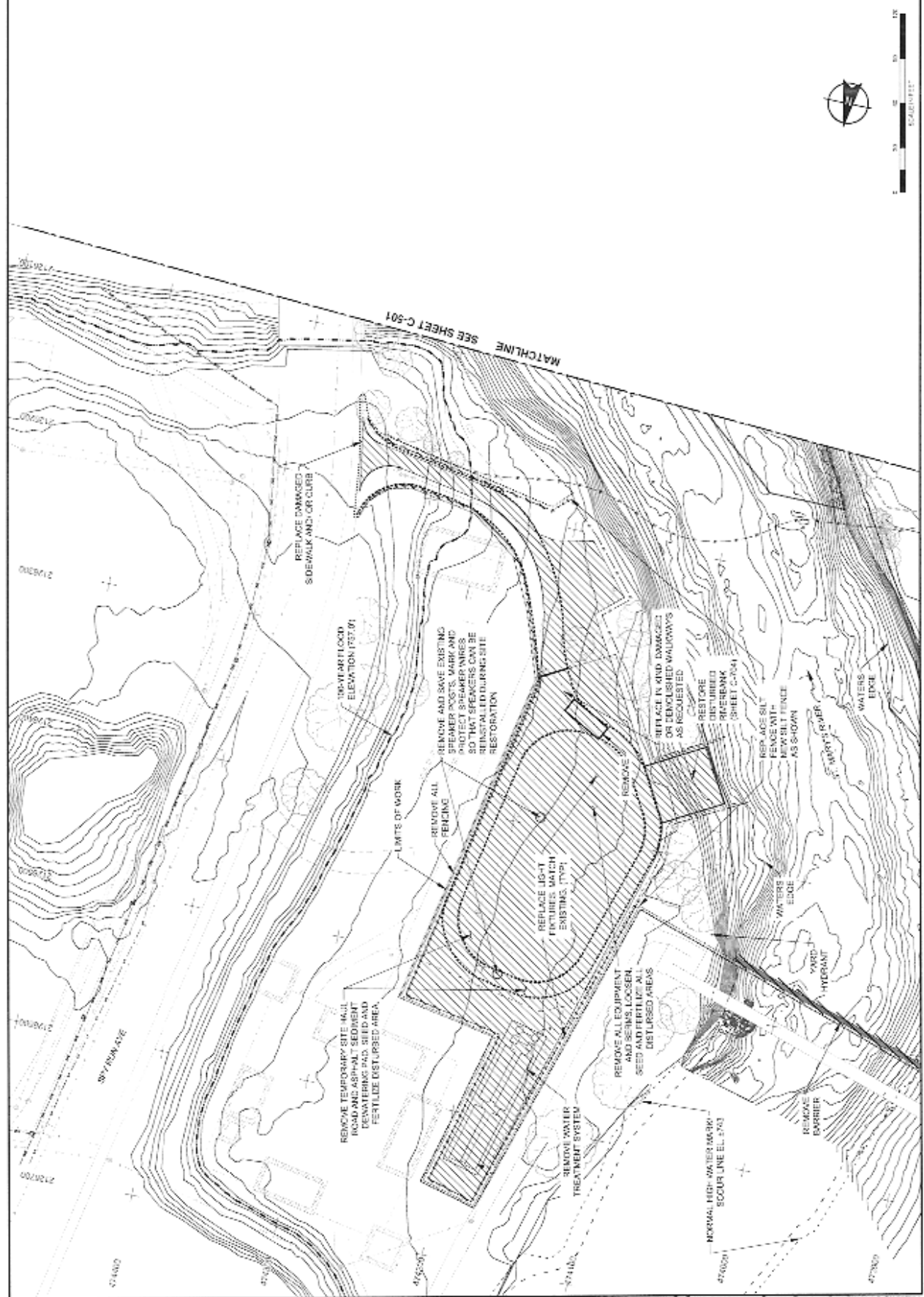


DATE: 08/11/2011
 TIME: 10:00 AM
 DRAWN BY: J. ALDRICH
 CHECKED BY: J. ALDRICH
 PROJECT: SITE RESTORATION
 SHEET: C-500

No.	Description	Date
1	POST WORKE FORNITE VOP SITE RESTORATION AND RECONSTRUCTION	08/11/2011
2	REVISIONS	

PORT WARE, INDIANA
 PORT WARE, INDIANA

C-500
 Sheet 18 of 28



ISSUED FOR BID

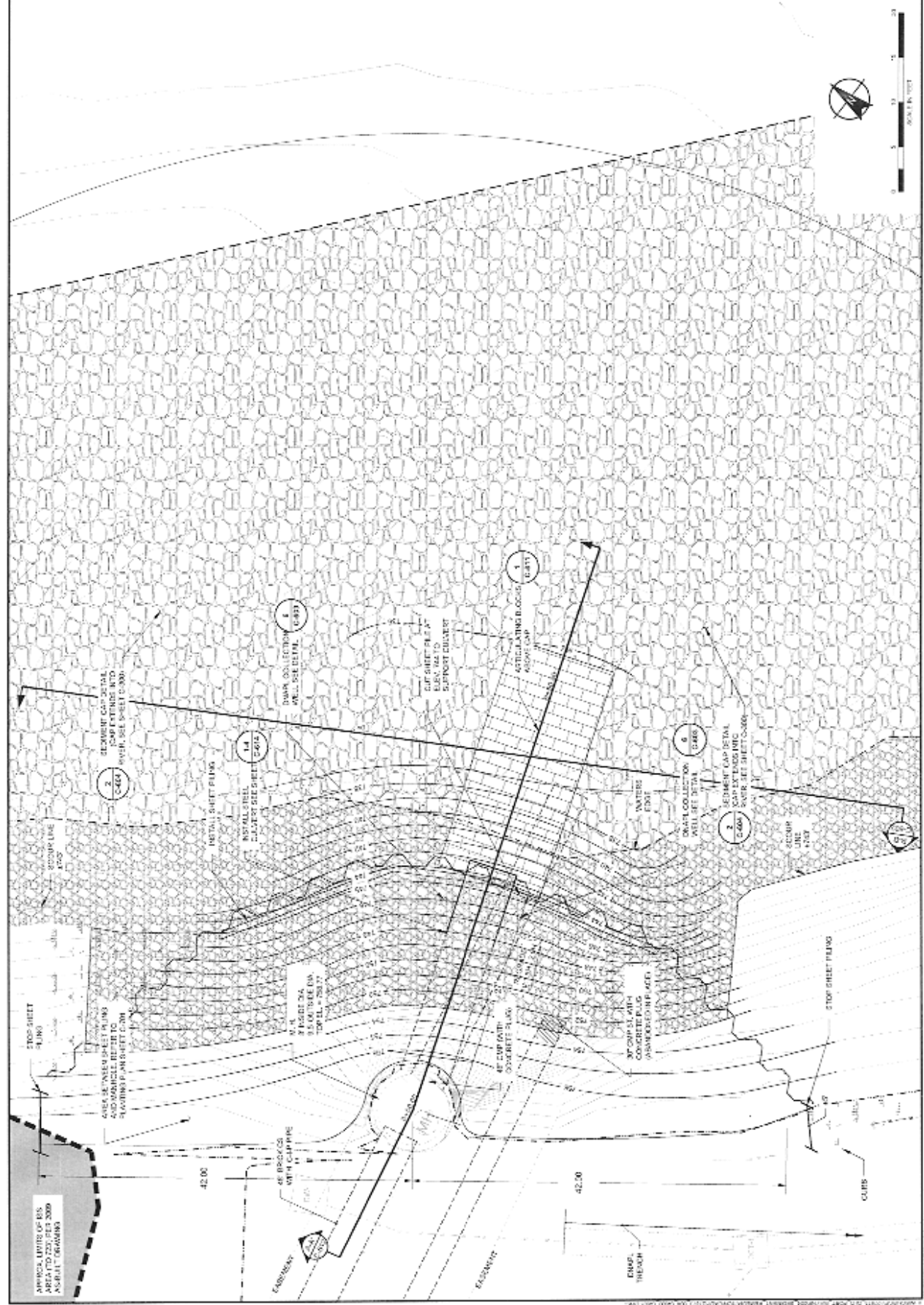
NO.	DESCRIPTION	DATE
1	ISSUED FOR BID	08/14/2008
2	REVISED	08/14/2008
3	REVISED	08/14/2008
4	REVISED	08/14/2008
5	REVISED	08/14/2008
6	REVISED	08/14/2008
7	REVISED	08/14/2008
8	REVISED	08/14/2008
9	REVISED	08/14/2008
10	REVISED	08/14/2008

FORT WAYNE FURBER MAP
 SEDIMENT SCHEDULE FOR
 FURBER MAP
 FURBER MAP
 FURBER MAP

FORT WAYNE INDIANA

CSO PLAN

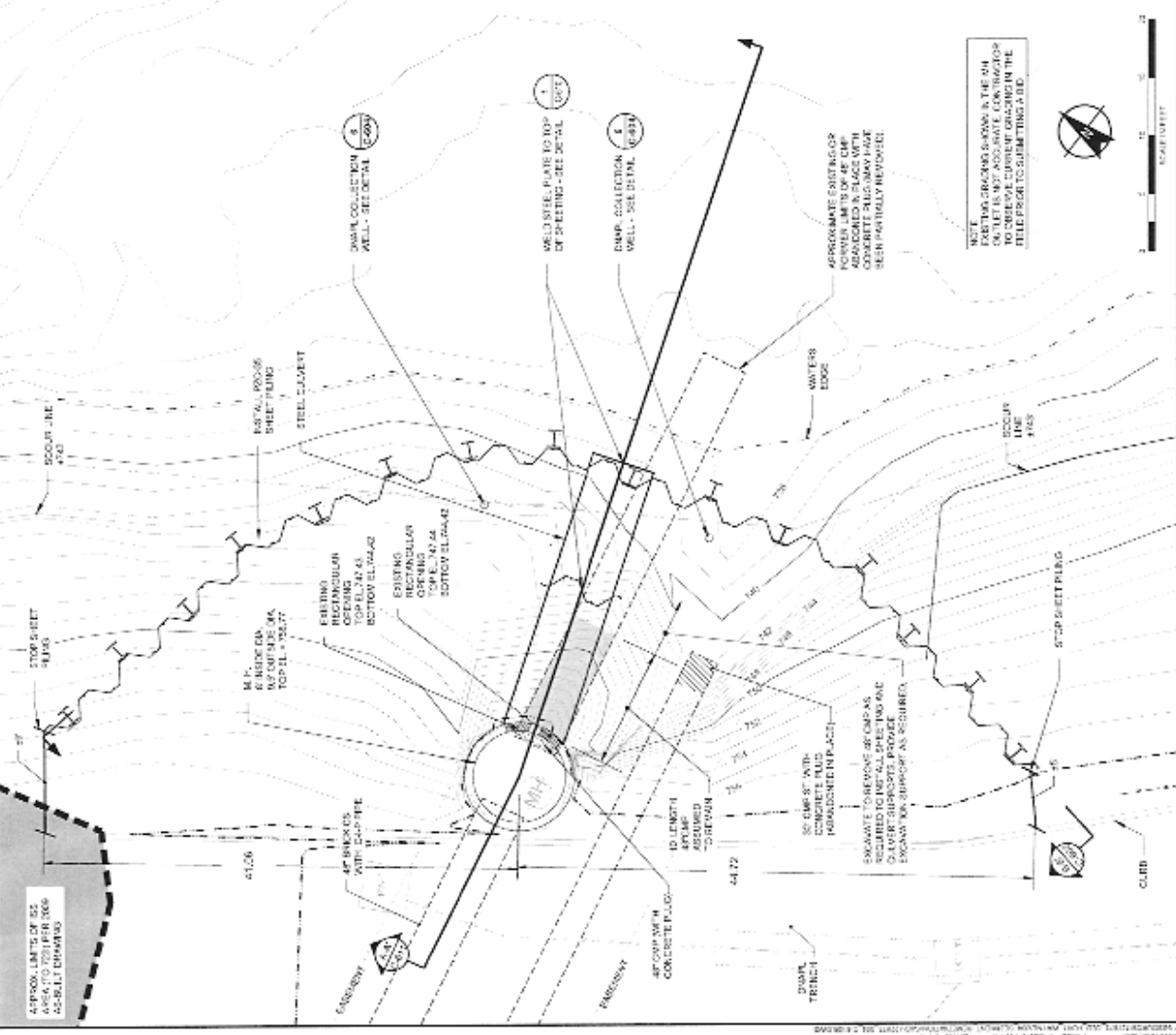
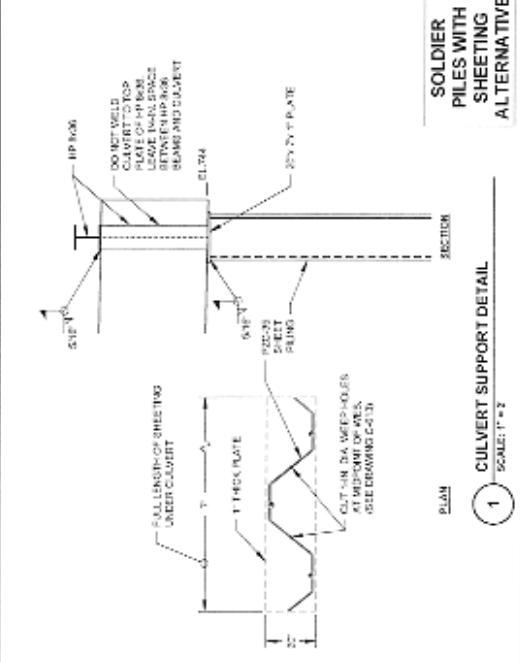
C-600
 Sheet 18 of 36



APPROX. LIMITS OF BSS AS BUILT (COURTESY OF THE CITY OF INDIANAPOLIS)

ISSUED FOR BID

- ANTICIPATED CONSTRUCTION SEQUENCE**
1. CLEAR AND GRUB THE 250' WORK AREA.
 2. CHECK THE LOCATION OF ALL UNDERGROUND UTILITIES FOR INTERFERENCE WITH THE PROPOSED WORK.
 3. CONDUCT ALL MEASUREMENTS AND DIMENSIONS PRIOR TO BEGINNING WORK OR BEGINNING FABRICATE PARTS.
 4. EXCAVATE A 6" ANCHOR BENCH AT THE TOP OF EACH PILE AS REQUIRED TO INSTALL SHEETING.
 5. EXCAVATE TO EXPOSE ANY PORTION OF THE INTERFERING UTILITY. THE SHEETING INSTALLATION OR INSTALLATION OF VERTICAL SUPPORTS FOR THE PROPOSED BOX CULVERT.
 6. PROVIDE TEMPORARY EXCAVATION SUPPORT AS REQUIRED TO SAFELY EXPOSE THE WORK IN THE 30' AND BACKFILL WITH STRUCTURAL FILL.
 7. DRIVE UP TO ALL ANCHOR PILES AT SET SPACING AND 10' LENGTH ASSUMED FOR CONSTRUCTION. PRE-DRILL WITH THE DIAMETER ANCHOR PILES PRIOR TO DRIVING PILES.
 8. INSTALL THE 30' ANCHOR PILES WITH THE DESIGN TOP ELUATIONS SHOWN ON DRAWING C-610. INSTALL SHEET PILES AGAINST EACH OTHER.
 9. CURVE SHEETING AT FINAL DESIGN GRADE.
 10. EXCAVATE ALONG THE ALIGNMENT OF THE CURVE TO A 10' WIDE ZONE. EXCAVATE TO THE CLAYVERT EXCAVATION DEPTH IF REQUIRED TO REMOVE UNDESIRABLE SOIL. FILL EXCAVATION WITH STRUCTURAL FILL TO THE DESIGN GRADE. EXCAVATE TO THE DESIGN GRADE WITH COMPACTED STRUCTURAL FILL.
 11. EXCAVATE TO THE 20' DEPTH OF THE INBOARD STABILIZATION GRADE OCCUR AFTER SHEETING INSTALLATION BUT BEFORE THE 10' IN-SLORE ABOVE THE SHEETING TO THE WORKHOLE IS CONSTRUCTED.
 12. SUBMIT ALL NOTES AND DRAWINGS TO THE ENGINEER FOR REVIEW AND APPROVAL.



SOLDIER PILES WITH SHEETING ALTERNATIVE

1 CULVERT SUPPORT DETAIL
 SCALE: 1" = 2'

NOTE:
 EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THE PLAN VIEW. VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING WORK.

NOTE:
 APPROXIMATE EXISTING GROUND SURFACE IS THE 10' ELEVATION. VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING WORK.

ISSUED FOR BID

NO.	DESCRIPTION	DATE
1	ISSUED FOR BID	11/11/10
2	REVISED	11/11/10
3	REVISED	11/11/10
4	REVISED	11/11/10
5	REVISED	11/11/10
6	REVISED	11/11/10
7	REVISED	11/11/10
8	REVISED	11/11/10
9	REVISED	11/11/10
10	REVISED	11/11/10

POST-WAVE NUMBER YOUR
 SUBMITTALS TO THE
 PROJECT IDENTIFICATION
 INFORMATION
 PORT ANTONIO, NEW MEXICO

CULVERT DETAILS

C-614

Sheet 26 of 38

SPECIALTY ENGINEERING

- The Contractor shall be responsible for completing all of the necessary permits and approvals for the project. The Engineer will not be responsible for obtaining any permits or approvals for the project. The Contractor shall be responsible for obtaining all of the necessary permits and approvals for the project. The Engineer will not be responsible for obtaining any permits or approvals for the project.
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GENERAL NOTES

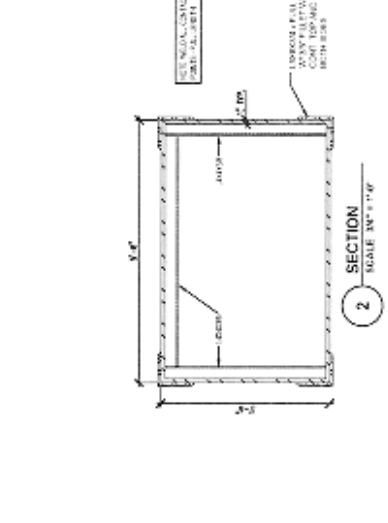
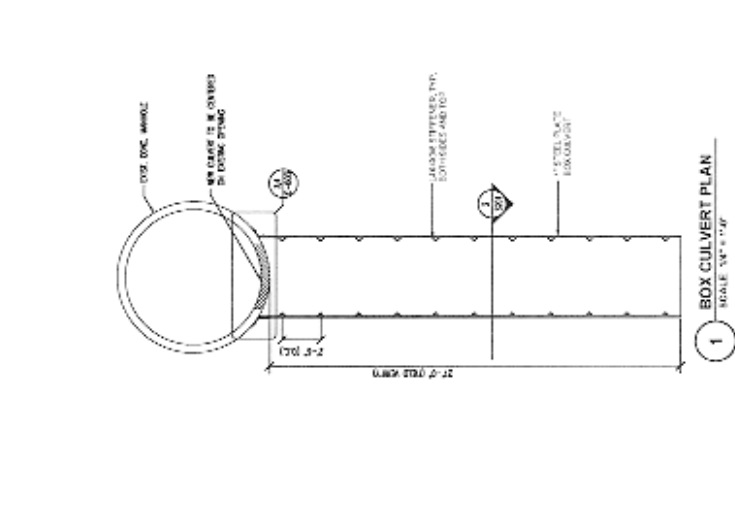
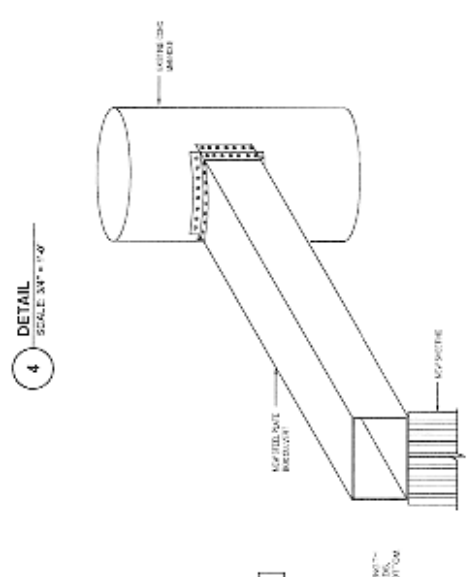
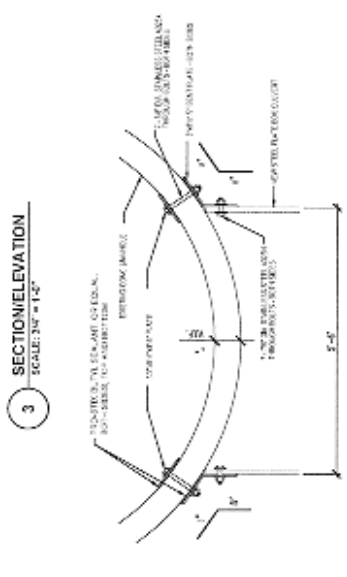
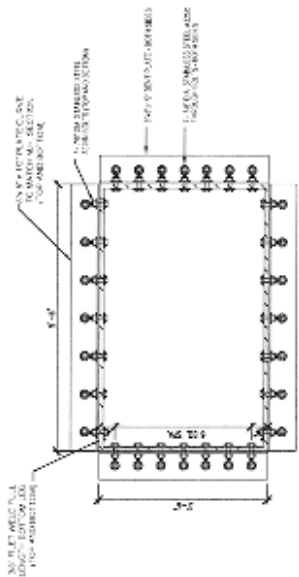
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STEEL CONNECTION NOTES

- Steel connections shall be fabricated in accordance with the American Institute of Steel Construction, Inc. (AISC) Specification for Structural Steel Buildings, 13th Edition, 2005.
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STRUCTURAL STEEL NOTES

- Structural steel shall be fabricated in accordance with the American Institute of Steel Construction, Inc. (AISC) Specification for Structural Steel Buildings, 13th Edition, 2005.
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DATE	08/20/18
BY	JAS
PROJECT	PORT WATNE FORMER MSP
DESCRIPTION	SEDIMENT EDUCATION
SCALE	AS SHOWN
PROJECT NO.	18-001
DATE	08/20/18
BY	JAS
PROJECT	PORT WATNE FORMER MSP
DESCRIPTION	SEDIMENT EDUCATION
SCALE	AS SHOWN
PROJECT NO.	18-001

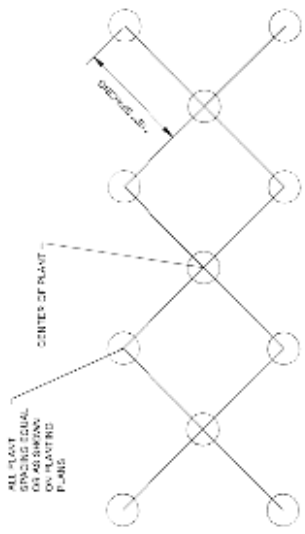


NO.	DATE	DESCRIPTION

PORT WATNE FORMER MSP
 SEDIMENT EDUCATION
 ALL INFORMATION
 SUBJECT TO ALL
 AMENDMENTS

PORT WATNE INDIANA
 RIVERBANK
 LANDSCAPE
 PLAN

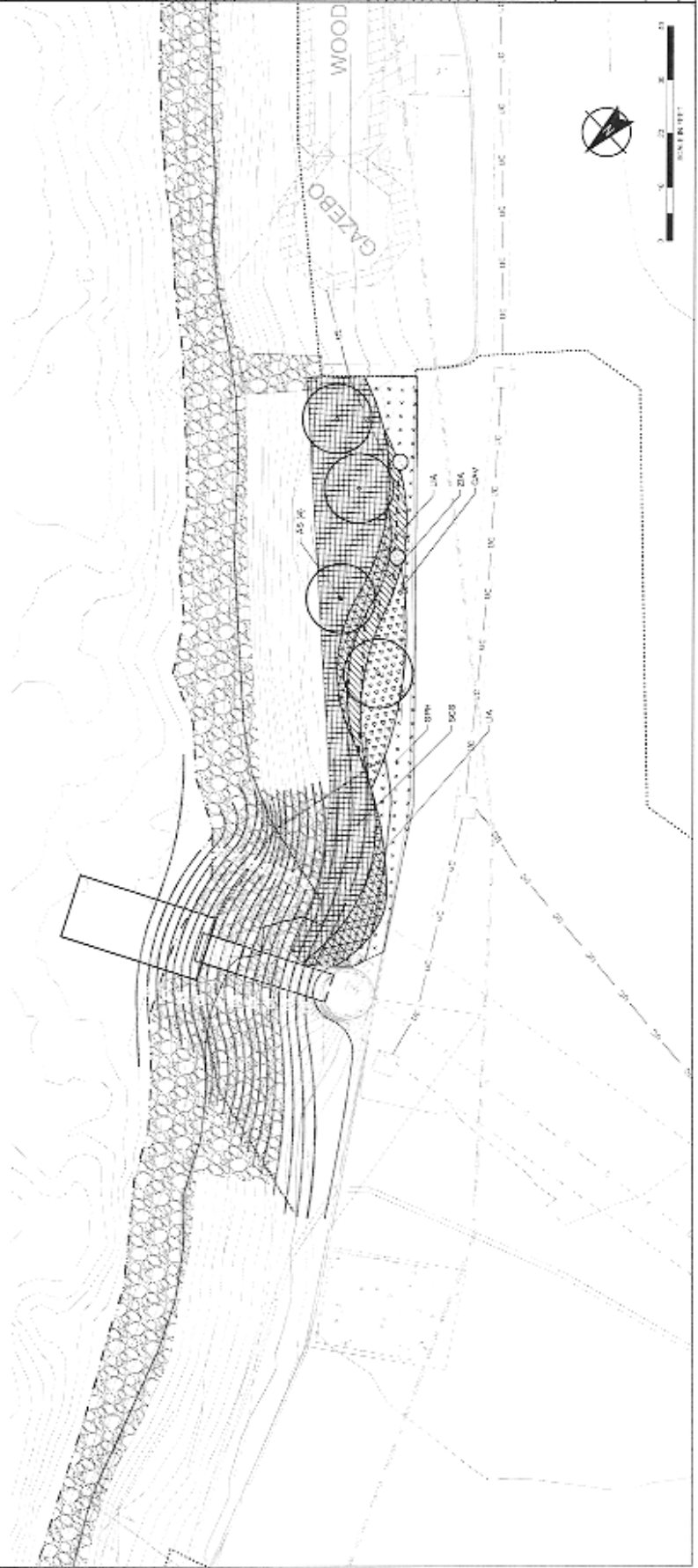
C-702
 SHEET



NOTE: 2" x 4" WOOD MULCH - APPLIED OVER ENTIRE
 PLANTING AREA

PLANT SPACING
 NOT TO SCALE

PLANTING SCHEDULE		COMMON NAME	SIZE	SPACING	QTY
TREES & SHRUBS					
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
AS	<i>Acer saccharum</i>	Sugar Maple	B&B		4
PERENNIALS					
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
LIA	<i>Liatris aspera</i>	Rough Blazing Star	Plugs	18" o.c.	95
CAV	<i>Carex vulpinoidea</i>	Fox Sedge	Plugs	18" o.c.	80
SPH	<i>Sporobolus heterolepis</i>	Prairie Dropseed	Plugs	18" o.c.	175
SCS	<i>Schizachyrium scoparium</i>	Little Bluestem	Plugs	18" o.c.	403
ZIA	<i>Zizia aurea</i>	Golden Alexanders	Plugs	18" o.c.	85





HALEY ALDRICH
 1407 S. 10TH AVENUE
 47203-1000
 TEL: 317-434-1000
 FAX: 317-434-1001
 WWW.HALEYALDRICH.COM

Geacchio
 CONSULTANTS
 1100 N. 10TH AVENUE
 INDIANAPOLIS, IN 46202
 TEL: 317-434-1000
 FAX: 317-434-1001
 WWW.GEACCHIOCONSULTANTS.COM

ISSUED FOR BID



DATE: 07/15/2011
 DRAWN BY: J. J. GEACCHIO
 CHECKED BY: J. J. GEACCHIO
 PROJECT NO.: 11-001
 SHEET NO.: 1 OF 2

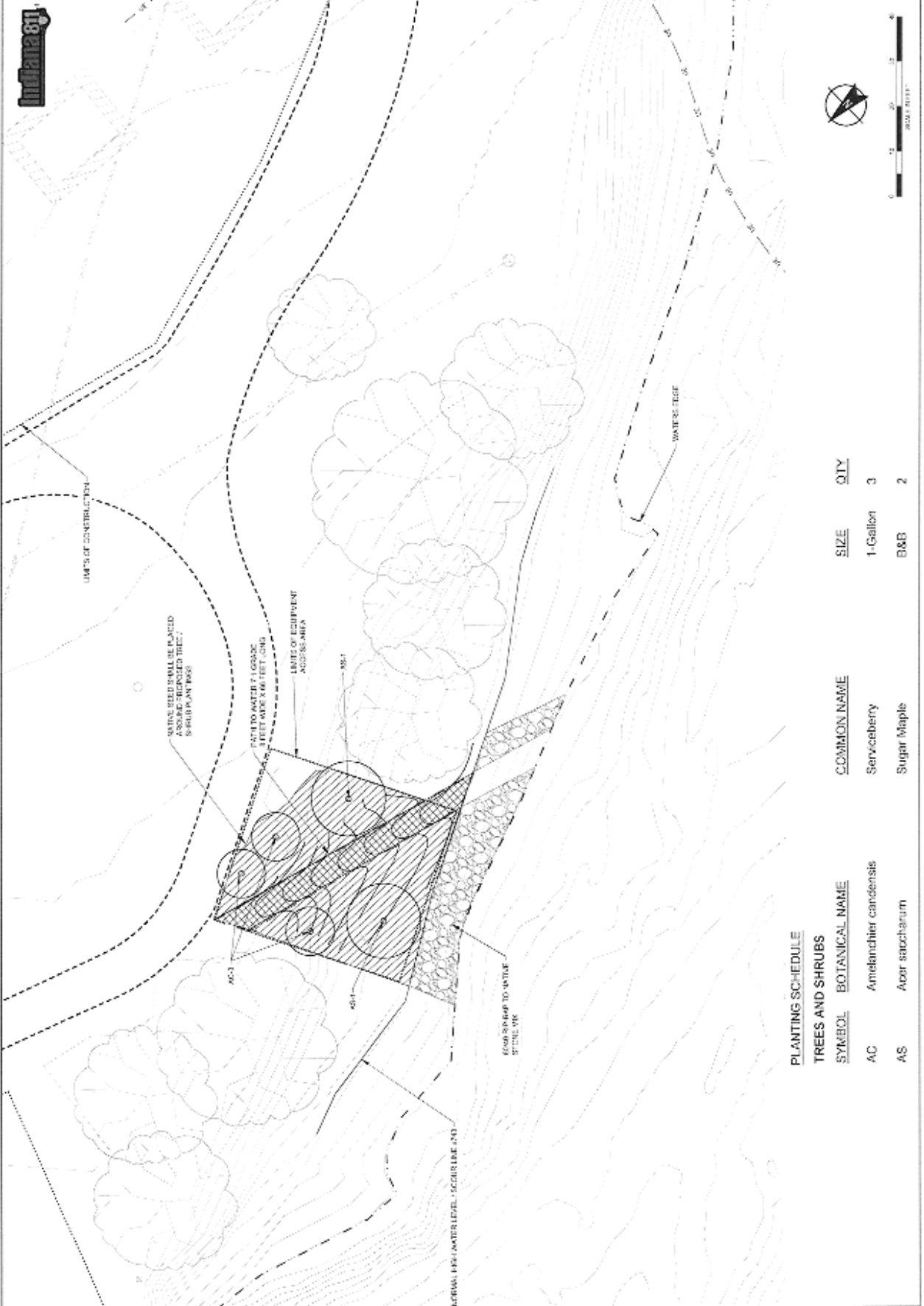


NO.	DESCRIPTION	DATE
1	ISSUED FOR BID	07/15/2011

FOR: WAYNE FORTNER WITH SCOTT'S LANDSCAPE ARCHITECTURE ON BEHALF OF THE CLIENT
 PROJECT: IMPROVEMENT
 LOCATION: FORT WAYNE, INDIANA

RIVER ACCESS PATH AREA DETAILS

C-704
 SHEET 2



PLANTING SCHEDULE

TREES AND SHRUBS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
AC	Ametandhier canadensis	Serviceberry	1-Gallon	3
AS	Acer spicatum	Sugar Maple	B&D	2

Interoffice Memo

Date: August 7, 2018
To: Common Council Members
From: Anne Marie Smrcek, Manager, City Utilities Engineering
RE: **CSO Outfall Improvement Agreement**
Res. #105-7-18-3

Council District # 5

Agreement between the NIPSCO and the City of Fort Wayne for CSO Outfall Improvements. As part of a larger project on the St. Mary's River, NIPSCO agrees to improve CSO Outfall 029 by stabilizing and armoring the existing CSO 029 Outfall through the use of sheet piling and riprap. NIPSCO is the lead entity for this project and is responsible for bidding the project, procuring permits, etc. The City of Fort Wayne agrees to reimburse NIPSCO a not-to-exceed fee of \$270,000 for this improvement, which is a substantially lower cost than if the City were to undertake this project on its own.

Implications of not being approved: CSO 029 is located on the St. Mary's River adjacent to Hall's Gashouse Restaurant parking lot and near Headwaters Park. The outfall structure for CSO 029 is in need of repair for continued long-term use. If the agreement with NIPSCO is not approved, CSO 029 will continue to deteriorate and increase the potential for failure. A future repair to the outfall would impact parking for Hall's Gashouse Restaurant and Headwaters Park. Additionally, City Utilities would incur full project costs of the project rather than cost sharing with another agency. The City considered doing this project alone in 2011. At that time, the engineer's estimate was \$470,000 and the bids came in substantially higher than the estimate. Accordingly, the City rejected all bids. Partnering with NIPSCO provides the best opportunity to complete the work at the lowest possible cost to the City.

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

The cost of said project funded by Sewer Utility.

Council Introduction Date: August 14, 2018

CC: BOW
Matthew Wirtz
Diane Brown
Mike Kiester
Chrono
File

BILL NO. S-18-08-11

**REPORT OF COMMITTEE ON CITY UTILITIES
August 21, 2018**

Russell Jehl Chair

Glynn Hines Co-Chair

All Council Members

An Ordinance approving CSO Outfall Improvement Agreement between Northern Indiana Public Service Company, LLC ("NIPSCO") and the City of Fort Wayne, Indiana in connection with the Board of Public Works

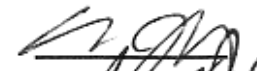
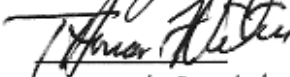
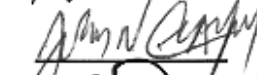

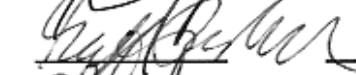
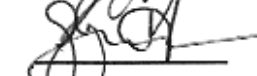
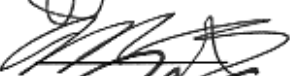


COMMITTEE ON CITY UTILITIES HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

DO PASS

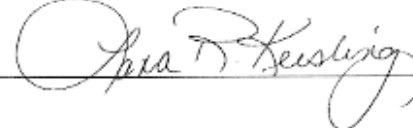
DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

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

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

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

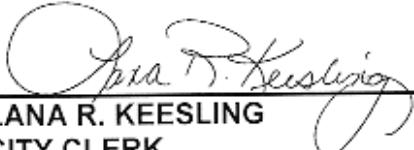
<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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: August 28, 2018

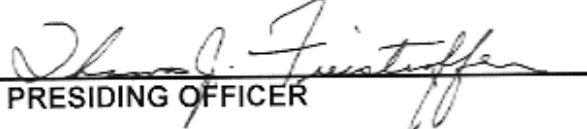
LANA R. KEESLING, CITY CLERK

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

Special Ordinance No. S-18-08-11 on the 28th day of August, 2018



LANA R. KEESLING
CITY CLERK



PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th
of August 2018, at the hour of 8:55 o'clock A.M. E.S.T.



LANA R. KEESLING, CITY CLERK

Approved and signed by me this 29th day of August
2018, at the hour of 12:30 O'clock Pm . E.S.T.



THOMAS C. HENRY, MAYOR

FORT WAYNE, INDIANA
RECEIVED
AUG 30 2018
LANA R. KEESLING
CITY CLERK