

3 AN ORDINANCE approving SANITARY SEWER  
4 CONTRACT #2022-S-0029 - TRADERS TRACE  
5 SANITARY - WORK ORDER #77101 (\$629,018.14)  
6 between TRADERS TRACE DEVELOPMENT LLC and the  
7 City of Fort Wayne, Indiana, by and through its Board of  
8 Public Works.

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

11 **SECTION 1.** That the SANITARY SEWER CONTRACT #2022-S-0029 -  
12 TRADERS TRACE SANITARY - WORK ORDER #77101 - between TRADERS TRACE  
13 DEVELOPMENT LLC and the City of Fort Wayne, Indiana, in connection with the Board of  
14 Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

15 All labor, insurance, material, equipment, tools, power, transportation,  
16 miscellaneous equipment, etc., necessary for completion of the  
17 project; INSTALLATION OF APPROXIMATELY 3,706 LF OF 8" AND  
18 15" SANITARY PIPE IN AND AROUND THE AREA OF TRADERS  
19 TRACE SUBDIVISION AT A COST OF \$629,018.14. INCLUDED IN  
20 THIS CONTRACT IS OVERSIZING THE 8" SEWER MAIN TO A 15"  
21 SEWER MAIN AND THE INFRASTRUCTURE TO ELIMINATE NINE  
22 PRIVATE SEPTIC SYSTEMS. OVERSIZING AND SEPTIC  
23 ELIMINATION COSTS ARE \$197,133.15;

24 involving a total cost of SIX HUNDRED TWENTY-NINE THOUSAND EIGHTEEN AND  
25 14/100 DOLLARS - (\$629,018.14). A copy of said Contract is on file with the Office of the  
26 City Clerk and made available for public inspection, according to law.

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

29   
30 \_\_\_\_\_  
Council Member

APPROVED AS TO FORM AND LEGALITY

31   
32 \_\_\_\_\_  
33 Malak Heiny, City Attorney

## SANITARY SEWER CONTRACT

*Cross Reference Document(s): 75-08200, 77-021021, 203115570, 2008025858, 2014011051, 2016053580, 2021026331, 2021056615, 2021078216 and 2023003496*

CONTRACT NO. 2022-S-0029

WORK ORDER NO. 77101

THIS SANITARY SEWER CONTRACT ("Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **Traders Trace Development LLC** ("Contributor"), and the **City of Fort Wayne Board of Public Works** ("City"), for the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to wit:

The said Contributor and the City for consideration hereinafter named, agree as follows:

1. That the City and the Contributor shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties, or as approved by the City, to construct a local sanitary sewer system to serve **Traders Trace** as follows:

### DESCRIPTION

#### Sanitary Main 800

Beginning by tapping an existing lift station located 25± feet North and 75± feet West of the Centerline of the Intersection of Schwartz Road and Kathy Drive; thence South 19± L.F. of 15" PVC SDR 35 pipe to Str 800; thence East and crossing Schwartz Road, 122± L.F. to Str 801; thence North, within a proposed 25 foot sanitary and water easement, 229± L.F. to Str 802; thence East 177± L.F. to Str 802A; thence North, within Traders Trace Common Area, 477± L.F. to str 802B; thence West 175± L.F. to Str 803; thence North 152± L.F. to Str 804; thence North 196± L.F. to Str 804A and terminating said Sanitary Main 800.

#### Sanitary Main 802

Beginning at the aforementioned manhole Str 801 located 12± feet North and 48± feet East of the Centerline of the Intersection of Schwartz Road and Kathy Drive; thence East 160± L.F. of 8" PVC SDR 21 pipe to Str 801A; thence Northeast 168± L.F. of 8" PVC SDR 35 pipe to Str 801B; thence East 217± L.F. of 8" PVC SDR 21 pipe to Str 801C and terminating said Sanitary Main 802.

#### Sanitary Main 804

Beginning at the aforementioned manhole Str 804 located 30± feet South and 48± feet East of the Centerline of the Intersection of Schwartz Road and the proposed Traders Trace Way; thence East, within a proposed 10 foot platted sanitary easement, 89± L.F. of 8" PVC SDR 35 pipe to Str 805; thence East 303± L.F. to Str 806; thence Easterly 319± L.F. to Str 807; thence East 400± L.F. to Str 808 thence East 20± L.F. to a Temporary cap and terminating said Sanitary Main 804.

#### Sanitary Main 806

Beginning at the aforementioned manhole Str 806 located 15± feet South and 10± feet East of the Centerline of the Intersection of the proposed Traders Trace Way and the proposed Cordovan Cove; thence Southeast, within a proposed platted 10 foot sanitary easement, 49± L.F. of 8" PVC SDR 35 pipe to Str 820; thence South 163± L.F. to Str 821; thence South 271± L.F. to Str 822 and terminating said Sanitary Main 806.

Said sewer to include: 377± L.F. of 8" PVC SDR 21 pipe, 1,782± L.F. of 8" PVC SDR 35 pipe and 1,547± L.F. of 15" PVC SDR 35 pipe; 18 (Eighteen) Manholes

2. That said sanitary sewer system shall be constructed in accordance with the standards, plans and specifications as approved by City, which are now on file in the office of Water Resources of the City, and by reference are incorporated herein and made a part thereof.
3. The City shall accept sewage therefrom when complete, in accordance with the rules and regulations of said City, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted; however, it is understood and agreed that the City shall not accept sewage from any part or parts of the sanitary sewer system covered hereunder unless and until the entire sewer system shall have been tested and accepted by said City.
4. It is understood and agreed by and between the parties to this Contract, that the Contributor shall furnish and pay for all materials, contractual labor, equipment, permits and/or licenses for the construction of said sanitary sewer system through **Liberty Developing, Inc.** at a cost of **\$613,575.80 (Six hundred thirteen thousand five hundred seventy five dollars and eighty cents)**, that said Contributor shall hold the City harmless from any liability for claims connected therewith, and that said Contributor shall pay all expenses in connection with necessary inspection and testing services estimated at a cost of **\$14,042.38 (Fourteen thousand forty two dollars and thirty eighty cents)** and City shall waive the inspection and testing for oversizing in the amount of **\$1,399.96 (One thousand three hundred ninety nine dollars and ninety six cents)**. Therefore, the total value of said sanitary sewer system is **\$629,018.14 (Six hundred twenty nine thousand eighteen dollars and fourteen cents)**.
5. It is further understood and agreed by and between the parties to this Contract that said Contributor shall bear the cost of the sanitary sewer mains on the basis of an 8" sewer main, including fees, the total cost of which is **\$533,265.03 (Five hundred thirty three thousand two hundred sixty five dollars and three cents)**. It is further understood and agreed by and between the parties to this Contract that said City shall bear the cost of material, contractual labor and equipment, as supplied by the Contractor for oversizing the sewer main from an 8" sewer main to a 15" sewer main, is **\$94,353.15 (Ninety four thousand three hundred fifty three dollars and fifteen cents)**.

It is further understood and agreed by and between the parties to this Contract that said City shall bear the cost of extra engineering services for oversizing the sewer main by **ForeSight Consulting, LLC** in the amount of **\$3,780.00 (Three thousand seven hundred eighty dollars and no cents)**.

It is agreed that upon completion and within 30 days after acceptance of said sewer system by said City, the City will pay to said Contributor the total oversizing cost of **\$98,133.15 (Ninety eight thousand one hundred thirty three dollars and fifteen cents)**.

It is further understood and agreed by and between the parties to this Contract that said City shall contribute **\$99,000.00 (Ninety nine thousand dollars and no cents)** towards the cost of eliminating 9 septic systems. It is agreed that upon completion and within 30 days after acceptance of said sewer system by said City, the City will pay to said Contributor the cost of **\$99,000.00 (Ninety nine thousand dollars and no cents)**.

6. Said sanitary sewer system, when accepted by the City, will serve the following described real estate herein referred to as follows:

#### **DESCRIPTION**

**Contributor Area**  
**Milan Township Section 7, T31N, R14E**

**Allen County Parcel No. 02-09-07-305-001.000-054:**

**This real estate description has been prepared as part of a boundary replacement survey performed by ForeSight Consulting, LLC and Todd R. Bauer, Indiana Registered Land Surveyor No. 29800007 dated February 2nd, 2021 as Commission No. 202958. A portion of the Southwest quarter of the fractional Section 7, Township 31 North, Range 14 East, Milan Civil Township, Allen County, Indiana, also being a portion of the lands of the Wall Family Trust as recoded in Document Number 207027670, and Document Number 94-037368 within the Office of the Recorder of Allen County, Indiana, being more particularly described as follows:**

Commencing at the Northwest corner of the Southwest quarter of said Section 7; thence South 02 degrees 25 minutes 36 seconds East (Indiana State plane East grid bearing and basis of bearings to follow) on and along the West line of said Southwest quarter of Section 7, a distance of 241.76 feet to the point of intersection of the Westerly extension of the North line of said lands of Wall Trust and the West line of said Southwest quarter of Section 7 being one and the same as the Northwest corner of the Plat of Monterey Villa Section 'A' as recorded in Plat Book 25, page 100, and partially vacated in Document Number 2021045605 within the Office of the Recorder of Allen County, Indiana; thence North 87 degrees 37 minutes 35 seconds East on and along said Westerly extension of the North line of said land of Wall Trust, a distance of 40.31 feet to the Northwest corner of Lot 10 of said Monterey Villa and the Point of Beginning of the herein described real estate, said Point of Beginning being marked by a 1" pinch pipe; thence continuing North 87 degrees 37 minutes 35 seconds East, on and along the North line of said lands of Wall Trust, a distance of 1288.48 feet to the point of intersection of the North line of said lands of Wall Trust and the approximate centerline of the Grice #2 Regulated Open Drain; the following three courses are on and along the approximate centerline of the Grice #2 Regulated Open Drain: thence South 01 degrees 58 minutes 43 seconds East, a distance of 119.05 feet; thence South 87 degrees 46 minutes 19 seconds West, a distance of 119.97 feet; thence South 04 degrees 23 minutes 51 seconds West, a distance of 242.95 feet; thence South 87 degrees 37 minutes 35 seconds West, a distance of 268.76 feet to a 5/8" x 24" rebar with "ForeSight Consulting, LLC – boundary" identification cap; thence South 14 degrees 00 minutes 49 seconds West, a distance of 269.40 feet to a 5/8" x 24" rebar with "ForeSight Consulting, LLC – boundary" identification cap; thence South 86 degrees 41 minutes 35 seconds West, a distance of 227.44 feet to a 5/8" x 24" rebar with "ForeSight Consulting, LLC – boundary" identification cap; thence South 14 degrees 14 minutes 30 seconds West, a distance of 29.03 feet to a 5/8" x 24" rebar with "ForeSight Consulting, LLC - boundary" identification cap; thence South 01 degrees 48 minutes 23 seconds West, a distance of 71.80 feet to a 5/8" x 24" rebar with "ForeSight Consulting, LLC - boundary" identification cap; thence South 01 degrees 10 minutes 09 seconds East, a distance of 134.46 feet to a 1/2" rebar marking the Northeast corner of Lot Number 25 in said Plat of Monterey Villa Section A; thence South 86 degrees 54 minutes 31 seconds West on and along the North line of said Lot 25, a distance of 175.01 feet to a 1" pipe marking the Northwest corner thereof; thence North 02 degrees 25 minutes 32 seconds West on and along the East right of way line of Kay Drive, a distance of 5.35 feet to a 5/8" x 24" rebar with "ForeSight Consulting, LLC - boundary" identification cap; thence South 87 degrees 34 minutes 28 seconds West, a distance of 50.00 feet to the Northeast corner of LOT 19 of said Monterey Villa, said corner being marked by to a 5/8" x 24" rebar with "ForeSight Consulting, LLC – boundary" identification cap; thence South 86 degrees 51 minutes 32 seconds West on and along the North line of said Lot 19, a distance of 150.09 feet to a pinch pipe marking the Northwest corner of said Lot 19; thence North 02 degrees 25 minutes 32 seconds West, on and along the East lines of Lots 3 through 7 of said Monterey Villa, a distance of 496.14 feet to a 1/2" rebar marking the Northeast corner of said Lot 7; thence South 86 degrees 54 minutes 36 seconds West on and along the North line of said Lot 7, a distance of 174.75 feet to a 1/2" rebar marking the Northwest corner of said Lot 7, said Northwest corner being on the East right of way line of Schwartz Road; thence North 02 degrees 24 minutes 44 seconds West on and along the East right of way line of said Schwartz Road, a distance of 360.97 feet to the Point of Beginning. Containing 15.870 acres of land, more or less, and being subject to rights of way and easements of record.

Parcel address: Schwartz Road, Fort Wayne, In 46835

Current owner of record: Traders Trace Development LLC

Mailing address: 5620 Thimlar Road, New Haven, In 46774

**Benefited Area**

**Milan Township Section 7, T31N, R14E**

**Allen County Parcel No. 02-09-07-351-001.000-054:**

Lot number one (1) in Monterey Villa, Section "A", in Milan Township, Allen County, Indiana

Parcel address: 10814 Kathy Drive, Fort Wayne, In 46835

Current owner of record: Davieon C. Wright

Mailing address: 10814 Kathy Drive, Fort Wayne, In 46835

**Allen County Parcel No. 02-09-07-351-002.000-054:**

Lot number 21 in Monterey Villas, Section "A", as recorded in Plat Record 25, page 100

Parcel address: 10824 Kathy Drive, Fort Wayne, In 46835

Current owner of record: Ronald D. Johnson (deceased 6/7/2022) & Connie S. Johnson

Mailing address: 10824 Kathy Drive, Fort Wayne, In 46835

**Allen County Parcel No. 02-09-07-351-003.000-054:**

Lot No. 22 Monterey Villa, Section "A" in Milan Township, Allen County, Indiana, said plat recorded in Plat Book 25, page 100 in the Allen County Records.

Parcel address: 10836 Kathy Drive, Fort Wayne, In 46835

Current owner of record: Michael J. Duch & Lisa C. Duch

Mailing address: 15903 Bayview Boulevard, Grabill, In 46741

**Allen County Parcel No. 02-09-07-351-003.000-054:**

Lot numbered 23 Monterey Villa, Section "A" in Milan Township, Allen County, Indiana

Parcel address: 10908 Kathy Drive, Fort Wayne, In 46835

Current owner of record: Marjorie E. Coe (deceased 7/20/2022) & Barry John Coe

Mailing address: 10908 Kathy Drive, Fort Wayne, In 46835

**Allen County Parcel No. 02-09-07-304-003.000-054:**

Lot numbered 25 in Monterey Villa, Section "A", in Milan Township, Allen County, Indiana

Parcel address: 7826 Kay Drive, Fort Wayne, In 46835

Current owner of record: Neal R. Rekeweg & Jacquelin J. Rekeweg

Mailing address: 7826 Kay Drive, Fort Wayne, In 46835

**Allen County Parcel No. 02-09-07-302-003.000-054:**

Monterey Villa Addition, Section A, Lot 7, more commonly known as 7712 Schwartz Road, Fort Wayne, Allen County, Indiana 46835

Parcel address: 7712 Schwartz Road, Fort Wayne, In 46835

Current owner of record: Lora A. Kline

Mailing address: 7712 Schwartz Road, Fort Wayne, In 46835

**Allen County Parcel No. 02-09-07-302-008.000-054:**

Lot number 2 in Monterey Villa, Section A, in Milan Township, as recorded in Plat Record 25, page 100, in the Office of the Recorder of Allen County, Indiana.

Parcel address: 7820 Schwartz Road, Fort Wayne, In 46835

Current owner of record: Rebecca J. Niccum

Mailing address: 7820 Schwartz Road, Fort Wayne, In 46835

**Allen County Parcel No. 02-09-07-302-006.000-054:**

Lot number 4 in Monterey Villas, Section A, as recorded in Plat Record 25, page 100, Recorder's Office, Allen County, Indiana

Parcel address: 7906 Schwartz Road, Fort Wayne, In 46835

Current owner of record: Paul M. Gordon

Mailing address: 7906 Schwartz Road, Fort Wayne, In 46835

**Allen County Parcel No. 02-09-07-302-005.000-054:**

Lot number 5 and the South 5 feet of Lot number 6 in Monterey Village, Section "A", in Allen County, Indiana, according to the recorded plat thereof.

Parcel address: 7918 Schwartz Road, Fort Wayne, In 46835

Current owner of record: Kenneth D. Gerbers (deceased 9/22/2020) & Kathy M. Gerbers

Mailing address: 7918 Schwartz Road, Fort Wayne, In 46835

7. Said sewer, when constructed, will serve the benefited areas as shown on **Exhibit "A."** In the event any present or future owners of said described benefited areas shall at any time within 15 years after the date of this Contract desire to use said sewer by direct tap to serve such land, City through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said benefited areas pay to City, a fee for connecting to the local sewer serving said property. Said fee shall be in addition to the cost of standard tap-in and inspection fees, and monthly sewage treatment charges as are customarily charged by City. The properties affected and the full amounts due per **parcel** are shown on attached **Exhibit "A."** The amounts so collected shall be refunded to City as partial reimbursement for amounts expended to extend local sewers until such time as one of the following events occur: a period of 15 years has passed from the date of this Contract or the Contributor has been reimbursed for the total amount subject to reimbursement, whichever event comes first. Thereafter, no reimbursements will be collected or paid.
8. It is understood and agreed that the area described above that does not result in the decommissioning and elimination of an existing septic system is subject to **Area Connection Fees** at the time of connection in accordance with agreements and/or resolutions on file in the Office of the Board of Public Works of said **CITY**. The area connection fees shall be paid on or before building sewer connections are made to the City sewer system in accordance with the applicable fees in effect at the time of connection. The area connection fees represent the installation and/or oversizing costs expended by **CITY** for downstream collection system and treatment facilities. **(Current Shed & Rate: Northeast at \$2,600.00 per ERU - Subject to adjustments)**

It is understood and agreed that the area connection fees **(Current Shed and Rate: Northeast at \$2,600.00 per ERU)** for the following will be waived pursuant to the City of Fort Wayne Septic Elimination Policy – Resolution # 96-12-02-09-03 so long as the following area connected to City sewer within 90 (Ninety) days from acceptance of the sewer by the City:

<b>10814 Kathy Drive</b>	<b>7712 Schwartz Road</b>
<b>10824 Kathy Drive</b>	<b>7820 Schwartz Road</b>
<b>10836 Kathy Drive</b>	<b>7906 Schwartz Road</b>
<b>10908 Kathy Drive</b>	<b>7918 Schwartz Road</b>
<b>7826 Kay Drive</b>	

9. The City 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 Contributor under this Contract.
10. Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors or assigns or any future owner of any land serviced by said sewer shall, at any time, discharge or permit to be discharged or to flow into said sanitary sewer any water runoff caused by natural precipitation, or anything other than sanitary sewage in accordance with the Fort Wayne Code of Ordinances.
11. Contributor represents that it is the owner of real estate described in Paragraph (6) – Contributor Area herein and for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by it as described in Paragraph (6) – Contributor Area or hereafter served by said sewer or any extension thereof.
12. In further consideration and to induce City to execute and ratify this Contract, Contributor for itself, its successors and assigns, agrees by this Contract to vest in City the permanent right, at its discretion, to annex to the City of Fort Wayne at any future time by duly authorized ordinance said real estate described in Paragraph (6) herein.
13. Contributor further agrees that any deeds, contracts, or other instruments of conveyance made by Contributor, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Paragraph (6) – Contributor Area herein, shall contain the waiver and release provisions contained in this Paragraph (13), which provision shall run with the land and the acceptance of delivery of any such instruments from Contributor, its successors and assigns to any grantee, vendor or contract purchaser shall be made subject to the terms of this Contract and shall constitute an acceptance of the foregoing provisions by said grantee, vendor or contract purchaser and their successors in title.
14. Any owner or owners of land which now or hereafter is located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its rights to remonstrate against or

otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory which it is located or of the area served by said sewer (I.C. 36-9-22-2, as Added by Acts 1981, P.L. 309, 395).

15. It is further understood and agreed that, upon completion of the sanitary sewer system, the Contributor or its contractor shall file a Completion Affidavit, a Maintenance Bond and Certified Record Drawings with the Board of Public Works of said City, and shall take such action as is necessary to transfer all rights, titles and interest in said system to the City. The Maintenance Bond shall run for a minimum period of one (1) year from date of acceptance of the said system by the City and shall be in the minimum amount of **\$153,393.95 (One hundred fifty three thousand three hundred ninety three dollars and ninety five cents)**.
16. Upon receipt of the Completion Affidavit, Maintenance Bond and Certified Record Drawings, and being provided with proof of dedicated easements or recorded easements, the City will make final inspection of the project. Upon finding the project to be acceptable and in full compliance with the Standards and Specifications of the Water Resources Department and the Board of Public Works, the City, through its Board of Public Works, shall issue a Letter of Acceptance of the project to **Liberty Developing, Inc.** and to the Contributor. Upon issuance of the Letter of Acceptance, and in accordance with the terms of said letter, the sanitary sewer installed under this Contract shall form and be a part of said City sewerage system, and all rights, title and interest whatsoever in said sanitary sewer system shall pass to and remain in the City of Fort Wayne, Indiana.
17. It is further understood and agreed that if the work described above is not initiated within twelve (12) months after the date of this Contract, said Contract shall be null and void.
18. E-Verify Affidavit. Pursuant to Indiana Code 22-5-1.7, Contributor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the Contributor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contributor is not required to verify the work eligibility status of all newly hired employees of Contributor through the E-verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contributor, being first duly sworn, deposes and states that the Contributor does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties have subscribed to the instrument the day and year first above written.

**CITY OF FORT WAYNE, INDIANA  
BOARD OF PUBLIC WORKS**

**CONTRIBUTOR  
Trades Trace Development LLC**

+

By \_\_\_\_\_  
Shan Gunawardena, Chair

By \_\_\_\_\_  
Duane Kees  
Partner  
5620 Thimlar Road  
New Haven, In 46774  
(260) 438-2524

By \_\_\_\_\_  
Kumar Menon, Member

By \_\_\_\_\_  
Chris Guerrero, Member

ATTEST: \_\_\_\_\_  
Michelle Fulk-Vondran, Clerk



Exhibit "A" (1 of 3)  
Traders Trace Sanitary  
Reimbursement to CITY

\*\*City, in accordance with the Board of Works approved policies, will contribute \$3,200 per property for septic elimination upon connection.

Benefited Area  
Milan Township Section 7, T31N, R14E

Allen County Parcel No. 02-09-07-351-001.000-054:

Monterey Villa Sec A Lot 1  
Parcel address: 10814 Kathy Drive, Fort Wayne, In 46835  
Current owner of record: Davieon C. Wright  
Mailing address: 10814 Kathy Drive, Fort Wayne, In 46835

1 Parcel = \$11,000.00  
Tap fee = Due

Allen County Parcel No. 02-09-07-351-002.000-054:

Monterey Villa Sec A Lot 21  
Parcel address: 10824 Kathy Drive, Fort Wayne, In 46835  
Current owner of record: Ronald D. Johnson (deceased 6/7/2022) & Connie S. Johnson  
Mailing address: 10824 Kathy Drive, Fort Wayne, In 46835

1 Parcel = \$11,000.00  
Tap fee = Due

Allen County Parcel No. 02-09-07-351-003.000-054:

Monterey Villa Sec A Lot 22  
Parcel address: 10836 Kathy Drive, Fort Wayne, In 46835  
Current owner of record: Michael J. Duch & Lisa C. Duch  
Mailing address: 15903 Bayview Boulevard, Grabill, In 46741

1 Parcel = \$11,000.00  
Tap fee = Due

Allen County Parcel No. 02-09-07-351-003.000-054:

Monterey Villa Sec A Lot 23  
Parcel address: 10908 Kathy Drive, Fort Wayne, In 46835  
Current owner of record: Marjorie E. Coe (deceased 7/20/2022) & Barry John Coe  
Mailing address: 10908 Kathy Drive, Fort Wayne, In 46835

1 Parcel = \$11,000.00  
Tap fee = Due

Allen County Parcel No. 02-09-07-304-003.000-054:

Monterey Villa Sec A Lot 25  
Parcel address: 7826 Kay Drive, Fort Wayne, In 46835  
Current owner of record: Neal R. Rekeweg & Jacquelin J. Rekeweg  
Mailing address: 7826 Kay Drive, Fort Wayne, In 46835

1 Parcel = \$11,000.00  
Tap fee = Due

Allen County Parcel No. 02-09-07-302-003.000-054:

Monterey Villa Sec A Lot 7  
Parcel address: 7712 Schwartz Road, Fort Wayne, In 46835  
Current owner of record: Lora A. Kline  
Mailing address: 7712 Schwartz Road, Fort Wayne, In 46835

1 Parcel = \$11,000.00  
Tap fee = Due

Allen County Parcel No. 02-09-07-302-008.000-054:

Monterey Villa Sec A Lot 2  
Parcel address: 7820 Schwartz Road, Fort Wayne, In 46835  
Current owner of record: Rebecca J. Niccum  
Mailing address: 7820 Schwartz Road, Fort Wayne, In 46835

1 Parcel = \$11,000.00  
Tap fee = Due

Exhibit "A" (2 of 3)

Allen County Parcel No. 02-09-07-302-006.000-054:

Monterey Villa Sec A Lot 4

Parcel address: 7906 Schwartz Road, Fort Wayne, In 46835

Current owner of record: Paul M. Gordon

Mailing address: 7906 Schwartz Road, Fort Wayne, In 46835

1 Parcel = \$11,000.00

Tap fee = Due

Allen County Parcel No. 02-09-07-302-005.000-054:

Monterey Villa Sec A Lot 5 and S 5 Ft Lot 6

Parcel address: 7918 Schwartz Road, Fort Wayne, In 46835

Current owner of record: Kenneth D. Gerbers (deceased 9/22/2020) & Kathy M. Gerbers

Mailing address: 7918 Schwartz Road, Fort Wayne, In 46835

1 Parcel = \$11,000.00

Tap fee = Due

# Interoffice Memo

Date: February 23, 2023  
To: Common Council Members  
From: Michael Kiester, Manager, City Utilities Engineering  
RE: Traders Trace Sanitary  
77101

## Council District # Northeast

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Installation of approximately 3,706 LF of 8" and 15" sanitary pipe.

Implications of not being approved: This Installation of Sanitary Sewer Service to East Schwartz Rd and South of Douglas Rd will provide for current and future growth in the area.

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

The Sanitary Sewer Developer contract for Work Order # 77101 with Traders Trace Development LLC for the installation of approximately 3,706 LF of 8" and 15" sanitary pipe in and around the area of Traders Trace Subdivision at a cost of \$629,018.14. Included in this Contract is oversizing the 8" Sewer Main to a 15" Sewer Main and the infrastructure to eliminate nine private Septic Systems. Elimination Costs are \$197,133.15.

The cost of said project funded by Sewer Revenue.

Council Introduction Date 2/28/2023

CC: Matthew Wirtz  
Jill Helfrich  
File

**BILL NO. S-23-02-50**

**REPORT OF COMMITTEE ON CITY UTILITIES**

**March 7, 2023**

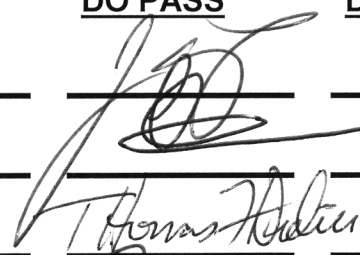
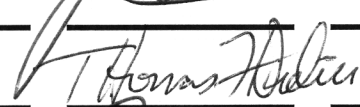
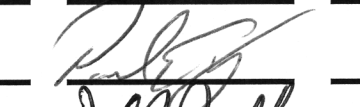

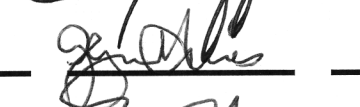
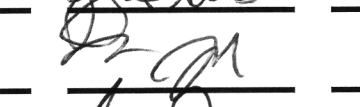
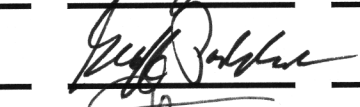

***Paul Ensley Chair***

***Russ Jehl Co-Chair***

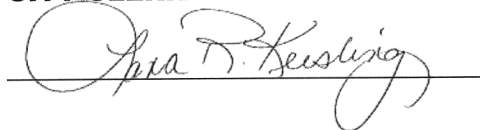
***All Council Members***

An Ordinance approving Sanitary Sewer Contract #2022-S-0029 – Traders Trace Sanitary - Work Order #77101 between Traders Trace Development LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works

*Involving a total cost of \$629,018.14*

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
<u>ARP</u>			
<u>CHAMBERS</u>			
<u>DIDIER</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HINES</u>			
<u>JEHL</u>			
<u>PADDOCK</u>			
<u>TUCKER</u>			

**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date: N/A

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

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

Read the third time in full and on motion by Councilperson 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"/>
CHAMBERS	<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"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


DATED: March 14, 2023

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-23-02-50 on the 14th day of March, 2023

ATTEST:

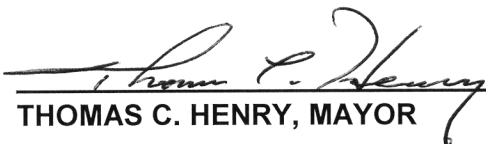
  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th of March 2023, at the hour of 10:35 o'clock A.M. E.S.T.

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 15<sup>th</sup> day of MARCH 2023, at the hour of 4:00 o'clock Pm E.S.T.

  
 \_\_\_\_\_  
 THOMAS C. HENRY, MAYOR

