

3 **AN ORDINANCE** approving PROFESSIONAL SERVICES
4 AGREEMENT FOR STELLHORN ROAD TRAIL:
5 MAPLECREST ROAD TO WHEELLOCK ROAD – (not to
6 exceed \$595,350.00) between DLZ INDIANA, LLC and the
7 City of Fort Wayne, Indiana, by and through its Board of
8 Public Works and the Fort Wayne Redevelopment
9 Commission.

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

12 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT FOR
13 STELLHORN ROAD TRAIL: MAPLECREST ROAD TO WHEELLOCK ROAD between DLZ
14 INDIANA, LLC and the City of Fort Wayne, Indiana, by and through its Board of Public
15 Works and the Fort Wayne Redevelopment, is hereby ratified, and affirmed and approved
16 in all respects, respectfully for:

17 All labor, insurance, material, equipment, tools, power, transportation,
18 miscellaneous equipment, etc., necessary for the SURVEY AND
19 DESIGN OF A 10-FOOT WIDE ASPHALT TRAIL (1.8 MILES IN
20 LENGTH) ON THE NORTH SIDE OF STELLHORN ROAD AND WILL
21 CONNECT TO THE MAYSVILLE ROAD AND WHEELLOCK ROAD
22 TRAILS ON THE EAST END AND THE MAPLECREST ROAD TRAIL
23 AND ULTIMATELY THE RIVERGREENWAY ON THE WEST END;

24 involving a total cost of not to exceed FIVE HUNDRED NINETY-FIVE THOUSAND THREE
25 HUNDRED FIFTY AND 00/100 DOLLARS - (\$595,350.00). A copy of said Contract is on
26 file with the Office of the City Clerk and made available for public inspection, according to
27 law.

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

30 
Council Member

APPROVED AS TO FORM AND LEGALITY


Malak Heiny, City Attorney

PROFESSIONAL SERVICES AGREEMENT

**STELLHORN ROAD TRAIL: MAPLECREST ROAD TO WHEELLOCK ROAD
("PROJECT")**

Work Order # 0838R

This Agreement is by and between

CITY OF FORT WAYNE ("CITY")

By and through its

Board of Public Works
Citizens Square
200 E Berry Street, Suite 210
Fort Wayne, IN 46802

And

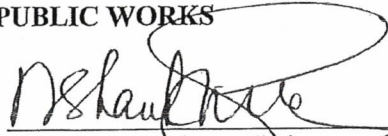
DLZ Indiana, LLC ("ENGINEER")
825 S. Barr Street
Fort Wayne, IN 46804
Phone: 260-420-3114
Fax: 260-420-0240

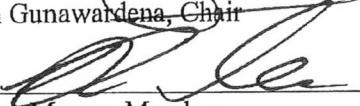
Who agrees as follows:

CITY hereby engages ENGINEER to perform the services set forth in Part I – Services ("SERVICES") and ENGINEER agrees to perform the SERVICES for the compensation set forth in Part III – Compensation ("COMPENSATION"). ENGINEER shall be authorized to commence the SERVICES upon execution of this Agreement and written authorization to proceed from CITY. CITY and ENGINEER agree that these signature pages, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement ("AGREEMENT") between them relating to the PROJECT.

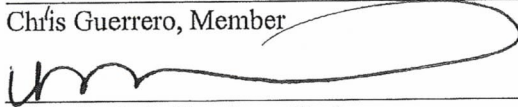
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: 
Shan Gunawardena, Chair

BY: 
Kumal Menon, Member

BY: ABSENT
Chris Guerrero, Member

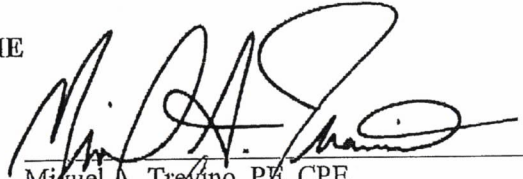
ATTEST: 
Michelle Fulk-Vondran, Clerk

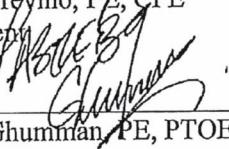
DATE: 4-23-24

APPROVED as to legality and form

APPROVED FOR ENGINEER

FIRM NAME

BY: 
Miguel A. Trevino, PE, CPE
Vice President

ATTEST: 
Haseeb A. Ghuman, PE, PTOE
Division Manager

DATE: 02/14/2024

PART I

SERVICES

A. GENERAL

ENGINEER shall provide the CITY professional engineering services in the design phase of the PROJECT. These services will include serving as CITY's professional representative for the PROJECT; providing professional engineering consultation and advice; and furnishing civil and other customary design services incidental thereto.

B. PROJECT DESCRIPTION

PROJECT consists of the survey and design of a 10-foot wide asphalt trail (1.8 miles in length) on the north side of Stellhorn Road from 266 feet east of Maplecrest Road to 510 feet west of Wheelock Road. Trail has already been constructed from Maplecrest Road to the entrance of Stellhorn Village and in front of the new Lutheran Medical Facility. Trail will be constructed from Wheelock Road to to the existing driveway at 8951 Stellhorn Road as part of the Wheelock Road Trail project. ENGINEER shall design the trail taking into account the future widening of Stellhorn Road. It is preferred to have a minimum 6-foot wide park strip. Drainage for trail and future road project will need to be considered. Crossings of the Bullerman Drain, Gerke Branch and Arlington Drain are needed.

Trail will be designed incorporating context sensitive design principles and include drainage, park benches every half mile approximately, retaining wall design, geotechnical, small structure design, MUTCD signage and traffic signal upgrades at Lahmeyer Road and Arlington Parkway South. Right-of-way engineering is needed for as many as 54 parcels. Land acquisition services will be performed by City of Fort Wayne personnel. Utility coordination, especially with regard to the AEP poles, will be critical. Permits include IDNR Construction in a Floodway, IDEM CSGP, IDEM 401 and USACE 404 permits, Allen County Drainage Board Permit and Department of Planning Services Floodway Permit. Construction will take place in 2027. Maintenance of Traffic will need coordinated with City of Fort Wayne Traffic Engineering. Two-way traffic will need maintained at all times.

C. SCOPE OF WORK

The ENGINEER shall design CITY approved improvements and prepare construction drawings, specifications and special provisions. The final construction documents shall be stamped by a Registered Professional Engineer, licensed in the State of Indiana and employed by the ENGINEER. The ENGINEER shall provide the following services:

Task 1 – Project Schedule and Review Meetings

- 1.1 Prepare project design schedule.
- 1.2 Provide three project review meetings with the CITY. Keep minutes of the review meetings and distribute these minutes within 7 days.

Task 2 – Data Collection

- 2.1 Topographic Survey
 - a. Acquire data (deeds, plats, railroad maps, utility plans, current projects within the project limits, etc.)
 - b. Analyze survey data
 - c. Recover established section corner benchmarks along or adjacent to trail route.
 - d. Notify and request Indiana One-Call (811) to have all utilities within the project corridor located. All visible markings will be surveyed.
 - e. Set up customary control points every 500 feet throughout entire PROJECT.
 - f. Establish temporary benchmarks every 500 feet throughout the trail route.
 - g. Establish cross sections every 50 feet.
 - h. Horizontal control shall be NAD 83 Indiana State Plane, East Zone, US foot (IN83-EF) grid coordinates. Vertical control shall be North American Vertical Datum, 1988 (NAV 88).
 - i. Locate and witness previously set and newly set control points.
 - j. The width of the survey limits shall be 75 feet from Stellhorn Road centerline.
 - k. Detail all marked and visible utility structures.
 - l. Survey all legal drains, streams and other bodies of water within 75 feet of future trail. Survey all low points.
 - m. Prepare final topographic drawing of existing conditions in AutoCad 2020 or newer.

Task 3-Preliminary Design

- 3.1 Prepare existing site drawings, including preliminary trail alignment.
- 3.2 Provide a utility location plan indicating apparent conflict areas.
- 3.3 Route the preliminary plans to utilities and address apparent utility conflicts. CITY will send out the routing to CITY Departments and Utilities. ENGINEER must provide CITY with a .pdf version of the plans for the routing. ENGINEER will provide Utility Coordination.
- 3.4 Hold a Field Check meeting onsite with utilities.

3.5 Meet with CITY to discuss preliminary route and utility conflicts.

3.6 Adjust preliminary route based upon comments from CITY.

3.7 Advise CITY of need for additional data relative to soil borings, potholing utilities and geotechnical evaluation. Provide CITY with a plan for any of this work. CITY must approve this additional work before it commences.

3.8 Deliver revised preliminary route plan (1"=20' or better) on field survey with aerial background. Include:

- a. Preliminary Title Sheet
- b. Preliminary Index Sheet
- c. Original cross sections (every 50 ft and at locations of significant cross section changes)
- d. Preliminary typical sections
- e. Preliminary alignment design (horizontal and vertical)
- f. Preliminary Plan and Profile Sheets depicting existing topography and proposed project improvements
- g. Drainage features and structures; storm water needs to be perpetuated to existing patterns.
- h. Design for Bullerman Ditch crossing, Gerke Branch crossing and Arlington Drain crossing
- i. Retaining wall design
- j. Project cost estimate and estimate of quantities
- k. Regulatory MUTCD signage
- l. Traffic signal upgrades at Lahmeyer and Arlington Parkway South
- m. Work with CITY on identifying locations for 4 park benches along the trail. CITY will provide bench specifications.
- n. Ideas for sustainability, green infrastructure and low impact development measures (no more than 10% of total project cost)
- o. Identify locations for bollards.
- p. Create Maintenance of Traffic Plan.

3.9 Determine the final location of the proposed improvements and any permanent or temporary right of way or easement requirements. This item should be completed in conjunction with CITY input.

3.10 Select construction materials and products to be used on this project. Local materials are CITY'S preference. Recycled concrete for sub-base is an option.

3.11 Attend preliminary design review meeting with CITY.

Task 4 – Public Information Meeting

4.1 Assist the CITY in facilitating two (2) Public Information Meetings that addresses the design and development of PROJECT. Services will include the development of enhanced project plans by amending the preliminary route plan

documents with color and notations; bringing maps, one (1) overall aerial view rendering, one (1) pedestrian perspective rendering, signs and/or drawings to the meeting; and participation in the meeting, including meeting minutes. ENGINEER will prepare a PowerPoint presentation. Any handouts for the public meeting will be provided by ENGINEER and CITY will make copies. An open comment period will follow the presentation.

Task 5 – Right of Way Engineering

5.1 ENGINEER will provide right of way engineering in accordance with the procedures and standards as indicated in the Indiana Department of Transportation, Land Acquisition Division, Right of Way Engineering Procedures Manual utilizing the City-provided Location Control Route Survey and including the following:

- A. Prepare legal descriptions and individual parcel plats for each property interest being acquired. The descriptions shall be prepared and certified by an Indiana Registered Land Surveyor. Provide fee per each legal description and each parcel plat.
- B. Provide area computation sheets for each parcel and include in fee for each parcel plat.
- C. CITY shall provide Title & Encumbrance Reports. ENGINEER shall thoroughly read and analyze all legal descriptions contained within the Title & Encumbrance Reports for parcels of land from which property interests are being acquired.
- D. Provide a short summary on a per parcel basis that references what the existing ROW is based upon (parcel report). Please provide a per parcel fee for this report and include in fee of each parcel plat.
- E. Provide a ROW report that details what the existing ROW is based off of for the project as a whole (recorded deeds/plats, edge of pavement, etc.)
- F. Right of way plans are not necessary as information needed for acquisition can be provided in the construction drawings with right of way details on them.
- G. Assign each parcel a number and create parcel packets for each property owner. Parcel packets will include the legal description, a plat, the computation sheet and the parcel report.
- H. Field monument each new property corner of parcels being acquired by providing in the field a stake-out (one time) locating the new right of way line (including temporary and permanent right of way and trail easements) for the partial takings of all parcels. The stake-out shall be made using 5/8" x 24" rebars and lathe for permanent takings per state law and using wooden hubs and lathe for temporary takings. These shall be located at changes in bearing and other points necessary to show the location of the proposed right of way takings.
- I. Calculate state plane coordinates for each property corner to be set.
- J. CITY will provide Land Acquisition Services (appraising and buying).
- K. ENGINEER will meet with CITY to review draft Right of Way Engineering documents.

Task 6 – Final Design

- 6.1 Route the final plans to utilities and secure relocation work plans.. CITY will send out the routing to CITY Departments. ENGINEER will address comments and conflicts.
- 6.2 Revise preliminary trail plans as directed by CITY based upon input from all agencies and utilities.
- 6.3 Prepare final design drawings.
- 6.4 Prepare draft special provisions and necessary details to supplement CITY standards.
- 6.5 Attend review meeting with CITY to discuss final plans and make final revisions.
- 6.6 Update summary of project quantities and cost estimate.
- 6.7 Upon approval of final design drawings and project specifications, prepare and submit itemized bid with engineer's estimate, special provisions and one (1) electronic version of the project drawings.
- 6.8 ENGINEER shall obtain all necessary permits prior to completion of design services. Required permits as follows:
 - a. IDEM Construction Stormwater General Permit
 - b. Department of Planning Services Floodway Permit
 - c. Allen County Drainage Board Permit
 - d. IDNR Construction in a Floodway Permit
 - e. IDEM 401 Permit
 - f. USACE 404 Permit

Task 7 – Bidding

- 7.1 Attend pre-bid meeting. CITY will prepare meeting minutes.
- 7.2 Respond to questions from bidders and manufacturer representatives during bidding as requested by CITY. Responses requiring additional information or clarification not found within bid documents shall ONLY be addressed by addendum.

Task 8 – Construction Services

- 8.1 ENGINEER shall attend the pre-construction meeting.

8.2 ENGINEER shall be available during construction to review shop drawings and to answer questions posed by contractor or by CITY regarding the construction plans and constructability concerns.

D. SCHEDULE

The PROJECT will be completed per attached design schedule. Please provide schedule for letting in November 2026.

PART II

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the SERVICES:

A. INFORMATION REPORTS/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS

Make available to ENGINEER reports, studies, regulatory decisions and similar information relating to the SERVICES that ENGINEER may rely upon without independent verification unless specifically identified as requiring such verification.

B. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define CITY's requirements and make decisions with respect to the SERVICES. The CITY representative for this AGREEMENT will be Dawn Ritchie, Greenways Manager.

C. DECISIONS

Provide all criteria and full information as to CITY's requirements for the SERVICES and make timely decisions on matters relating to the SERVICES.

D. LAND ACQUISITION SERVICES

PART III
COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – SERVICES of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of \$595,350.00.

ENGINEER's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel, per Attachment 1 – Hourly Rate Schedule. All Reimbursable costs incurred for the project will be invoiced at cost plus 10 percent to cover administrative costs.

B. BILLING AND PAYMENT

1. Timing and Format

- a. ENGINEER shall invoice the CITY monthly for SERVICES completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as CITY may reasonably require.
- b. CITY shall pay ENGINEER within 30 days of receipt of approved invoice.

2. Billing Records

ENGINEER shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV

STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and CITY. ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. **SAFETY.** ENGINEER shall establish and maintain programs and procedures for the safety of its employees. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. **DELAYS.** If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

ENGINEER or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CITY only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and ENGINEER business, requirements. Certificates evidencing such coverage will be provided to CITY upon request. For projects involving construction, CITY agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

13. **LIMITATIONS OF LIABILITY.** No employee or agent of ENGINEER shall have individual liability to CITY. CITY agrees that, to the fullest extent permitted by law, ENGINEER's total liability to CITY for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received

by ENGINEER under this Agreement except for personal injury or property damage which shall be limited to the extent of ENGINEER insurance coverage (minimum \$250,000.00). If CITY desires a limit of liability greater than that provided above, CITY and ENGINEER shall include in this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

14. ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. ACCESS. CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. PREVAILING PARTY LITIGATION COSTS. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding ENGINEER's performance under this Agreement shall expire one year after Project Completion.

**RESOLUTION 2024-15
FORT WAYNE REDEVELOPMENT COMMISSION**

**APPROVING REIMBURSEMENT TO THE BOARD OF PUBLIC WORKS FOR
CONSTRUCTION AND RIGHT-OF-WAY ENGINEERING**

WHEREAS, Redevelopment staff is coordinating with the City of Fort Wayne Department of Public Works ("PW") to build a section of new trail along Stelhorn Road from Maplecrest Road to Wheelock Road that will connect the Wheelock Road Trail with the Maplecrest Road Trail; and

WHEREAS, the Fort Wayne Redevelopment Commission("Commission") and PW will both contribute funds for this trail with PW funding the section from Maplecrest to Lahmeyer Road and the Commission funding from Lahmeyer to Wheelock; and

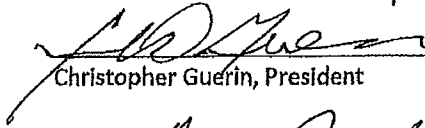
WHEREAS, PW, received two proposals for Right-of-Way Engineering, one from DLZ Indiana, LLC, included as Exhibit A, and one from BF&S Civil Engineers, included here as Exhibit B (collectively, the "Proposals") to complete Construction Engineering and Right-of-Way Engineering along the entire proposed trail location; and

WHEREAS, Redevelopment staff recommends that the Commission reimburse the Board for the actual costs of these services for the Commission's section of trail in the amount of \$450,000 as described in the Stelhorn Road Trail Cost Breakdown attached hereto as Exhibit C, subject to final approval by the Board of Public Works at a future public meeting;

NOW, THEREFORE, BE IT RESOLVED by the Fort Wayne Redevelopment Commission that:

1. Funds are hereby approved to reimburse the Board of Public Works for Construction & Right-of-Way Engineering for the Project as described herein, in the amount of not to exceed Four-Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00):
2. The Executive Director is authorized to execute the required documents on behalf of the Commission.
3. Payment shall be drawn from the Maysville/Stelhorn TIF Fund, no. 0318. The Executive Director and Community Development's Director of Finance are authorized to disburse the specified funds upon receipt of itemized invoices for work and deliverables actually completed pursuant to the terms of this Resolution.
4. This Resolution shall be effective upon adoption.

FORT WAYNE REDEVELOPMENT COMMISSION



Christopher Guérin, President



Greg Leatherman, Secretary

ADOPTED: 11 March 2024

DIGEST SHEET

Department: Greenways

Resolution Number: 0838R

Title of Ordinance: Approval of Professional Services Agreement between the City of Fort Wayne and DLZ Indiana, LLC for the design of the Stellhorn Road Trail: Maplecrest Road to Wheelock Road

Amount of Contract: Not to exceed \$595,350

Description of Project (Be Specific): Please see attached Memo to Council

What are the Implications If Not Approved: We will not be able to connect the neighborhoods along the Stellhorn Road corridor with business districts, restaurants, the YMCA, parks, ACRES nature preserve, the Rivergreenway and other destinations.

If Prior Approval Is Being Requested, Justify: n/a

Additional Comments: We followed the Competitive Sealed Proposal Process for consultant selection. We had eleven firms attend our information meeting. Six firms provided their qualifications. Three Public Works employees scored the six proposals and shortlisted the selection to two firms. We provided the detailed scope of services and reviewed the two firms' fees. We scored the two consultants and chose DLZ as the most responsive firm. They also had the lowest fee. The Agreement has been reviewed and approved by the Board of Public Works. Redevelopment and Public Works will be providing the funding for the engineering services.



CITY OF FORT WAYNE

Date: May 9, 2024

To: Common Council

From: Dawn Ritchie, Greenways Manager

A handwritten signature in black ink, appearing to be "DR", written over the name Dawn Ritchie.

Re: Stellhorn Road Trail: Maplecrest to Wheelock Engineering Agreement

Greetings! The City of Fort Wayne Public Works Division and Redevelopment Department recently utilized the Competitive Sealed Proposal Process (CSP) for consultant selection to determine the most qualified and most responsive engineering firm to design the Stellhorn Road Trail between Maplecrest Road and Wheelock Road.

The 10-foot wide asphalt trail will be designed on the north side of Stellhorn Road and will stretch for nearly 1.8 miles. The trail will connect to the Maysville Road and Wheelock Road Trails on the east end and the Maplecrest Road Trail and ultimately the Rivergreenway on the west end. This trail will provide connectivity for many neighborhoods in northeast Fort Wayne to shopping, restaurants, schools, parks, the YMCA, Downtown and other destinations.

Public Works hosted an informational meeting for engineering firms. Eleven firms attended the meeting. Six firms submitted their qualifications. Three members of the Public Works Team scored the submissions and narrowed the field down to two firms: DLZ and Butler Fairman & Seufert. In the second round, we put together a detailed scope and asked the firms for their proposal and fees. DLZ scored higher and had the lower fee by about \$9,000. We offered the engineering contract to DLZ. The Board of Works and the Redevelopment Commission have both approved the engineering of the project, including funding the project with TIF funds and LIT-ED.

Construction of the trail should begin in 2027 with completion in early 2028. Please let me know if you have any questions or concerns. I can be reached at 427-6002 or dawn.ritchie@cityoffortwayne.org. Thank you!

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CITIZENS SQUARE

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BILL NO. S-24-05-07

REPORT OF COMMITTEE ON PUBLIC WORKS

May 28, 2024

Geoff Paddock Chair

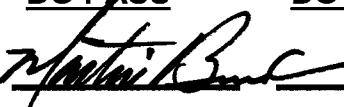



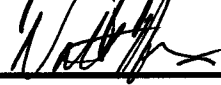

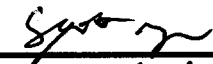

Nathan Hartman Co-Chair

All Council Members

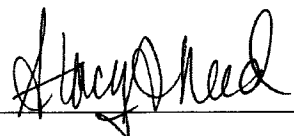
An Ordinance approving Professional Services Agreement for Stellhorn Road Trail: Maplecrest Road to Wheelock Road – between DLZ Indiana, LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works and the Fort Wayne Redevelopment Commission

Involving a total not to exceed \$595,350.00

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

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
<u>BENDER</u>			
<u>BOOKER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</u>			

**STACY REED
DEPUTY CITY CLERK**



Public Hearing Date: N/A

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

Read the second time by title and referred to the Public Works Committee.

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

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOOKER	<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"/>
ENSLEY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HARTMAN	<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"/>
MYERS	<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"/>

Stacy Reed

DATED: May 28, 2024

STACY REED, DEPUTY CITY CLERK

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

Special Resolution No. S-24-05-07 on the 28th day of May, 2024

ATTEST:

Stacy Reed

STACY REED
DEPUTY CITY CLERK

Sharon J. Freistoffer

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 31st of May 2024, at the hour of 4:03 o'clock A.M. E.S.T.

Stacy Reed

STACY REED, DEPUTY CITY CLERK

Approved and signed by me this 3rd day of June 2024, at the hour of 2:50 o'clock P.M. E.S.T.

SHARON TUCKER, MAYOR

