

BILL NO. S-12-11-32

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving SEWER
CONSTRUCTION CONNECTION CHARGE
ASSESSMENT CONTRACT AND
MANAGEMENT SERVICES AGREEMENT FOR
GREATER CEDAR CREEK AREA - CONTRACT
A: 2012-S-11 between ALLEN COUNTY
REGIONAL WATER & SEWER DISTRICT and
the City of Fort Wayne, Indiana, in connection with
the Board of Public Works.

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

SECTION 1. That the SEWER CONSTRUCTION
CONNECTION CHARGE ASSESSMENT CONTRACT AND MANAGEMENT
SERVICES AGREEMENT FOR GREATER CEDAR CREEK AREA -
CONTRACT A: 2012-S-11 by and between ALLEN COUNTY REGIONAL
WATER & SEWER DISTRICT and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works, is hereby ratified, and affirmed and
approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power,
transportation, miscellaneous equipment, etc., necessary for
Sewer Construction Connection Charge Assessment
Contract and Management Services Agreement for the
construction of a sanitary sewer interceptor and regional
sanitary sewer lift station and force main as part of the
Greatr Cedar Creek Septic Elimination Projects;

involving a total cost of ONE MILLION, NINE HUNDRED THIRTY-FIVE
THOUSAND, FIVE HUNDRED EIGHTY AND 00/100 DOLLARS -
(\$1,935,580.00) – City Utilities share. A copy said Contract is on file with the

1 Office of the City Clerk and made available for public inspection, according to
2 law.

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4 **SECTION 2.** That this Ordinance shall be in full force and effect
5 from and after its passage and any and all necessary approval by the Mayor.
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8 _____
9 Council Member

10 APPROVED AS TO FORM AND LEGALITY
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13 _____
14 Carol Helton, City Attorney
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SEWER CONSTRUCTION
CONNECTION CHARGE ASSESSMENT CONTRACT,
AND MANAGEMENT SERVICES AGREEMENT
FOR GREATER CEDAR CREEK AREA – CONTRACT “A”

Sewer Contract # 2012-S-11

Work Order # 75654

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of November, 2012, by and between the **Allen County Regional Water and Sewer District** (the “Sewer District”) and **City Utilities of the City of Fort Wayne**, by and through the Board of Public Works of the City of Fort Wayne (“Fort Wayne”).

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

WHEREAS, this Agreement is made and entered into by the Sewer District and Fort Wayne pursuant to both IND. CODE §§ 13-26-5-2(15) and (16) and 36-9-22-2;

WHEREAS, the Sewer District shall issue the Sewage Works Revenue Bonds of 2012, (the “Bonds”) to the Indiana Finance Authority to finance the construction of the **Greater Cedar Creek Area – Contract “A” Sanitary Sewer System** (“Project”);

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

1. The Sewer District shall proceed, dependent upon procurement of materials and labor and award of a contract, to construct an 8” (eight-inch), a 12” (twelve-inch), an 15” (fifteen-inch), an 18” (eighteen-inch), a 36” (thirty six-inch) and a 48” (forty eight-inch) underground sanitary sewer line (hereinafter the “Greater Cedar Creek Area – Contract “A” Sanitary Sewer System”) in accordance with plans and specifications prepared by **Commonwealth Engineers, Inc.** dated February 21, 2012 and approved by City Utilities on May 26, 2012, and subsequently amended (hereinafter the “Project”). The Project shall be constructed in accordance with said plans and specifications prepared by **Commonwealth Engineers, Inc.** which have been approved by Fort Wayne, and are now on file in the office of Development Services of Fort Wayne, and are incorporated herein and made a part hereof by reference. Said sewer is described as follows:

Sanitary Sewer Line A

Beginning by tapping an existing Manhole located 300± feet North of the North right-of-way line of Union Chapel Road and 960± feet East of the East right-of-way line of I-69 and being located on the West side of the Belot Drain; thence North, within a 40 foot easement, 315± L.F. of 48” FRP SN-46 pipe to MH 101; thence North 320± L.F. of 36” PVC PS-46 pipe to MH 102; thence West 360± L.F. to MH 103; thence Northwest 235± of 36” C-905 PVC DR-21 pipe to MH 104; thence North 200± L.F. of 36” PVC PS-46 to MH 105; thence West, and crossing under I-69, 390± L.F. to MH 106; thence Westerly, within a proposed 40 foot easement, 475± to MH 107; thence Northwest, 500± L.F. of 36” PVC PS-115 pipe to MH 108; thence West 415± L.F. to MH 109; thence Northwest 230± L.F. of 36” PVC PS-46 pipe to MH 110; thence Northwest 150± L.F. to MH 111; thence Southwest 105± L.F. to MH 112; thence Southwest 170± L.F. to MH 113; thence Westerly 200± L.F. to MH 114; thence Westerly 400± L.F. to MH 115; thence Southwest 165± L.F. to MH 116; thence Northwest 15± L.F. of 18” PVC PS-115 pipe to MH 117; thence North 245± L.F. to MH 118; thence North 245± L.F. to MH 119; thence North 500± L.F. to MH 120; thence 500± L.F. to MH 121; thence North 500± L.F. of 18” PCV PS-46 pipe to MH 122; thence North 265± L.F. to MH 123; thence Northerly, within a proposed 45 foot easement, 385± L.F. of 18” PVC PS-115 pipe to MH 124; thence Northeast 500± L.F. to MH 125; thence Northeast 450± L.F. of 15” PVC PS-46 pipe to MH 126; thence Northeasterly 500± L.F. to MH 127; thence Northeasterly 500± L.F. to MH 128; thence Northeasterly 500± L.F. to MH 129; thence Northeasterly, 500± L.F. of 15” PVC PS-46 pipe to MH 130; thence Northeasterly 500± L.F. to MH 131; thence 400± L.F. to MH 132; thence Northeasterly 340± L.F. to MH 133; thence Northeasterly 250± L.F. of 8” HDPE DR-11 Force Main pipe to A.R.V. MH at Sta. 2+50; thence Northeasterly 350± L.F. to a pipe transition at Sta. 6+00; thence West

1,745± L.F. to a Flow Meter at Sta. 23+45; thence East 15± L.F. of 6" D.I. pipe to a Valve Vault; thence East 15± L.F. to a Wet Well; thence East 15± L.F. of 12" PVC SDR 35 pipe to MH 134; thence East 15± L.F. and terminating said Sanitary Sewer Main A.

Said sewer to include: 30± L.F. of D.I. pipe, 1,745± L.F. of 8" HDPE DR-9 Force Main pipe, 600± L.F. of 8" HDPE DR-11 Force Main pipe, 30± L.F. of 12" PVC SDR 35 pipe, 3,690± L.F. of 15" PVC PS-46 pipe, 765± L.F. of 18" PVC PS-46 pipe, 2,390± L.F. of 18" PVC PS-115, 915± L.F. of 36" PVC PS-115, 235± L.F. of 36" C-905 PVC DR-21, 3,265± L.F. of 36" PVC PS-46 and 315± L.F. of 48" FRP SN-46 pipe; 34 (Thirty four) Manholes, 1 (One) Vault / Wet Well and 1 (One) ARV Manhole.

2. Upon completion of the Project, Fort Wayne shall accept sewage therefrom, in accordance with the rules and regulations of Fort Wayne, and the laws, ordinances, and regulations applicable thereto, now in force, or that may hereafter be adopted; however, it is understood and agreed that Fort Wayne shall not accept any sewage from any part or parts of the Greater Cedar Creek Area – Contract "A" Sanitary Sewer System covered hereunder unless and until the entire sewer system shall have been tested and accepted for maintenance, repair, and replacement by Fort Wayne.
3. It is further understood that Fort Wayne may approve the extension of additional public sanitary sewer lines from the sanitary sewer system(s) covered in this contract without incurring financial obligations to the Sewer District under this contract. Public sanitary sewer lines are sewers that are installed by Fort Wayne or by others in the future that are or will be owned, operated and maintained by Fort Wayne upon acceptance.
4. It is understood and agreed that the Sewer District shall furnish and pay for all design by **Commonwealth Engineers, Inc.** at a cost of **\$193,198.00 (One hundred ninety-three thousand one hundred ninety-eight dollars and zero cents)**, and for materials, contractual labor, equipment, permits and/or licenses required for construction by **Lykins Contracting, Inc.** for the Greater Cedar Creek Area – Contract "A" Sanitary Sewer System at a cost of **\$2,732,797.00 (Two million seven hundred thirty two thousand seven hundred ninety seven dollars and no cents)**. Sewer District shall hold Fort Wayne harmless from any liability for claims connected therewith, and that said Sewer District shall pay all expenses in connection with necessary construction management, inspection and testing services estimated a cost of **\$58,824.00 (Fifty eight thousand eight hundred twenty four dollars and zero cents)**. Said construction management, inspection and testing services are included in the construction cost identified above; therefore, the total value of said sanitary sewer system is **\$2,925,995.00 (Two million nine hundred twenty-five thousand nine hundred ninety-five dollars and zero cents)**.
5. If is further agreed that Fort Wayne will reimburse the Sewer District oversizing costs associated with the design and bidding, easement preparation and acquisition and construction of portions of the described Project, as requested by Fort Wayne, together the "Reimbursement Amount." The Reimbursement Amount shall be finally determined based on the actual cost of the work performed associated with the oversizing items incorporated in the Project. The Reimbursement Amount and is estimated to be \$1,935,580.
6. The Greater Cedar Creek Area – Contract "A" Sanitary Sewer System once installed and accepted by the Sewer District and Fort Wayne will immediately serve the parcels of Real Estate identified in attached Exhibit A (hereinafter the "Real Estate"). During the term of this Agreement, the Sewer District may, in its discretion, permit additional direct private sewer lateral connections to the Project facilities which additional connections are allowed and subject to the approval of Fort Wayne (such approval not to be unreasonably withheld or delayed) and shall be customers of the Sewer District during the term of this Agreement. The real estate being served by any such additional direct private sewer lateral connections to the Project during the term of this Agreement shall be subject to the rates and charges, including connection fees imposed by the Sewer District via the Sewer District's rate ordinance that is in effect at the time of the connection.
7. Prior to connection, any lot, parcel, or building connecting to the Greater Cedar Creek Area – Contract "A" Sanitary Sewer System, that does not result in the decommissioning and elimination of an existing septic system, shall be required to pay to Fort Wayne its then applicable area connection charge (the "Area Connection Fee"). The Area Connection Fees shall be paid on or before building sewer connections are made to the sewer system in accordance with the applicable fee in effect at the time of connection. The City has agreed to and does hereby

waive the Area Connection Fees associated with the elimination of an existing septic system for the Real Estate described on Exhibit A.

8. **Waivers of Annexation.** The Sewer District shall, to the extent lawfully allowable, require by its Rate Ordinance that owners of the Real Estate or any other real estate connected to or served by the Greater Cedar Creek Area – Contract “A” Sanitary Sewer System requesting new sanitary sewer service to sign a written waiver of the right to remonstrate against annexation (the “Waiver”) by Fort Wayne. Such signed, notarized and recorded waivers shall be delivered to Fort Wayne before service is commenced. An example of such a Waiver is included in **Exhibit B**. The Sewer District shall provide the necessary Waiver document to Fort Wayne at the time of service request by the owner of the connecting real estate. The Sewer District makes no warranty or representation that (i) it has the legal authority to require such Waiver; (ii) that it may lawfully refuse service if a Waiver is not provided; or (iii) that the Waiver are legally enforceable, all of which risks Fort Wayne fully assumes and accepts. In the event the Sewer District refuses to provide service due to a failure of the customer or potential customer to execute the Waiver, Fort Wayne shall indemnify, save and hold harmless the Sewer District, including reasonable attorney fees from any claim made against the Sewer District as a result of its refusal to provide service due to a lack of the signed Waiver. Fort Wayne understands that since the Sewer District has or will sell bonds and/or incur indebtedness to construct the Greater Cedar Creek Area – Contract “A” Sanitary Sewer System that should it ever be legally established that the Sewer District may not require the Waiver as a condition of providing sanitary sewer service that in such event the Sewer District may provide the sanitary sewer service without the Waiver so that the Sewer District can generate revenue to service its bonds.

In further consideration and to induce Fort Wayne to execute and ratify this contract, the Sewer District for itself, its successors and assigns, to the extent lawfully allowable, agrees by this contract to vest in Fort Wayne 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 4 herein.

Any owner or owners of real estate which now or hereafter is located outside the corporate limits of the City of Fort Wayne who connect into the Greater Cedar Creek Area – Contract “A” Sanitary Sewer System constructed hereunder shall be automatically 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 Fort Wayne 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).

9. The Sewer District currently has enacted a rate ordinance imposing a Debt Service Charge, Replacement Charge and a monthly User Charge associated with the Project. Commencing upon issuance of a notice to proceed for the Project and for the remainder of the term of this Agreement, Fort Wayne will monthly bill each customer as agent for the Sewer District for the User Charge, Replacement Charge and Debt Service Charge, and shall remit the Replacement Charge, Debt Service Charge and the Sewer District's portion of the User Charge directly to the Sewer District on a monthly basis. The Sewer District's portion of the User Charge is all amounts, if any, in excess of Fort Wayne's applicable flat rate sewer charge and monthly billing charge (currently \$57.05 per month per EDU). Except as provided in paragraph 10, nothing contained herein shall prohibit the Sewer District from modifying its rate ordinance applicable to the Project customers from time to time during the term of this Agreement up to the Transition Period as defined in paragraph 10, as may be necessary to reflect changes in the Sewer District User Charge, Replacement Charge or the Debt Service Charge, changes in the applicable Fort Wayne rate ordinances, changes when a connection is metered or located within the city limits of Fort Wayne, and charges of the Sewer District for the Sewer District's cost of operations. It shall be the obligation of the Sewer District to advise Fort Wayne of changes in its rate ordinances as it relates to the Greater Cedar Creek Area – Contract “A” Sanitary Sewer System.
10. Notwithstanding the terms of paragraph 9, during the period commencing January 1, 2034, and ending December 31, 2038 (the “Transition Period”), the Sewer District agrees, to the extent lawfully allowable, to enact a Rate Ordinance in effect during the Transition Period limited to:
 - (a) Fort Wayne's then applicable User Charges that Fort Wayne will retain as its portion of the User Charge;

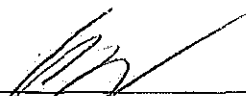
- (b) reasonable rates and charges for Sewer District administrative costs and expenses in an amount equal to the then prevailing Sewer District-wide administrative charges;
- (c) reasonable rates and charges for Sewer District costs and expenses for operating, maintaining, repairing, rehabilitating or replacing the grinder system and its components in the Project, including any capital or debt charge allocated solely to grinder system replacement; and
- (d) a monthly Capital Charge of \$10.00 (ten dollars and zero cents) per EDU per month in the Project.

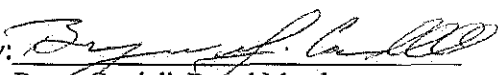
At midnight on December 31, 2038, ownership of the grinder system in the Project will transfer to the property owner in normal working condition and repair.

11. Upon completion of the Project (which shall include testing and acceptance), the City of Fort Wayne will accept all responsibility and liability for maintenance, repair, and replacement of the sanitary sewer main lines installed as part of this Project. Fort Wayne shall not accept liability of any kind including maintenance, repair and replacement of the private building sewer laterals or grinder pump stations serving the real estate that connects to the sanitary sewer main lines. Upon completion and acceptance of the Project as provided in paragraph 2 of this Agreement, the Sewer District shall transfer rights and responsibilities to access the sanitary sewer main lines in the Project to Fort Wayne, as it may require, to affect such maintenance, repair or replacement of the sanitary sewer main lines.
12. Upon completion of the Project, the City of Fort Wayne shall perform all inspections of customer tap-ins, and charge the customer its usual and customary tap-in inspection fee, currently in the amount of **\$50.00 (Fifty dollars and zero cents)** per sanitary sewer lateral installed and inspected by City Utilities.
13. The Greater Cedar Creek Area – Contract “A” Sanitary Sewer System shall be constructed for disposal of sanitary sewage only, and no one shall be permitted to discharge or flow into the sanitary sewer any water runoff caused by natural precipitation, or permit anything other than sanitary sewer to be discharged into the Greater Cedar Creek Area – Contract “A” Sanitary Sewer System in violation of the ordinances of Fort Wayne now in effect, and as may be amended from time to time hereafter. All use of the sanitary sewer shall be subject to the ordinances of Fort Wayne upon completion and acceptance of the project.
14. It is further understood and agreed that, upon completion of the Project, the Sewer District or its contractor shall file a Completion Affidavit, a Maintenance Bond and Certified Record Drawings with the Board of Public Works of Fort Wayne. The Maintenance Bond shall run for a minimum period of one (1) year from the date that Fort Wayne accepts said sewer system and shall be in the minimum amount of **\$683,199.25 (Six hundred eighty three thousand one hundred ninety nine dollars and twenty five cents)**.
15. Upon completion of the Project and the acceptance thereof by Fort Wayne, Fort Wayne shall issue a “Letter of Acceptance” of the Project and the sanitary sewer main lines installed pursuant to this contract and described in paragraph #1 shall be accepted by Fort Wayne for all repair, replacement, and maintenance. However, ownership of the sanitary sewer main lines shall not transfer to or be a part of the sewer system of the City of Fort Wayne until December 31, 2038. At midnight on December 31, 2038, ownership of the main lines shall automatically transfer to Fort Wayne and upon transfer of ownership, all rights, title and interest whatsoever in the said sanitary sewer main lines shall forever remain in Fort Wayne ownership.
16. The Sewer District’s imposition of the monthly Replacement Charge, Debt Service Charge and User Charge pursuant to its rate ordinance to be adopted is made pursuant to IND. CODE § 13-26-11-7(b) and shall be a lien upon any customers of the Sewer District that connects to the Project during the term of this Agreement.
17. This Agreement is binding upon the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Indiana in effect from time to time during the term of this Agreement.

DATED this ____ day of _____, 2012

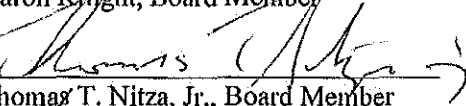
**ALLEN COUNTY REGIONAL WATER
AND SEWER DISTRICT**

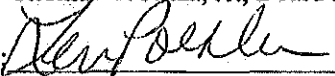
By: 
Ric Zehr, President and Board Member

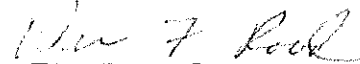
By: 
Bryce Cordell, Board Member

By: _____
Mark Herber, Board Member

By: 
Aaron Knight, Board Member

By: 
Thomas T. Nitz, Jr., Board Member

By: 
Len Poehler, Board Member

By: 
Win Rood, Board Member

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

By: _____
Robert P. Kennedy, Chairman

By: _____
Mike Avila, Member

By: _____
Kumar Menon, Member

Attest: _____
Victoria G. Edwards, Clerk

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

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared **Ric Zehr as President, Bryce Cordell, Mark Herber, Aaron Knight, Thomas T. Nitza Jr., Len Poehler and Win Rood Members of the Allen County Regional Water and Sewer District** and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this _____ day of _____ 2012

My Commission Expires:

Notary Public
Resident of _____ County

Printed Name of Notary

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

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

WITNESS my hand and notarial seal this _____ day of _____ 2012

My Commission Expires:

Notary Public
Resident of _____ County

Printed Name of Notary

EXHIBIT A

Allen County Parcel No.: 02-02-26-100-002.000-057:

3.17 A Tr 610.70 Ft S of NW corner NW ¼ Sec 26
Address: 13130 Auburn Road
Current Owner: Phillip A. & Lisa Ann Roser

Allen County Parcel No.: 02-02-27-230-002.000-057:

Frl N 308 of S 678 of E 1697.15 Ft N ½ NE ¼ Ex W 1196.15 Ft Sec 27
Address: 13211 Auburn Road
Current Owner: Thomas Keith & Elizabeth Ann Schlichter

Allen County Parcel No.: 02-02-26-100-003.000-057:

W 938.52 of S 358 of N 908.70 Ft & Ex Frl S 298 of W 438.52 Ft NW ¼ Sec 26
Address: 13226 Auburn Road
Current Owner: Victor L. Treadwell

Allen County Parcel No.: 02-02-22-477-001.000-057:

N 161.35 of S 404.05 of E 315 Ft SE ¼ Sec 22 Ex Tr
Address: 13515 Auburn Road
Current Owner: Timothy L. Hermann

Allen County Parcel No.: 02-02-23-300-004.000-057:

4.00A Irr Tr in N ½ SW ¼ Sec 23 S & E of Auburn Road
Address: 13906 Auburn Road
Current Owner: Steven C. & Kay J. Till

Allen County Parcel No.: 02-02-22-426-001.000-057:

NE ¼ SE ¼ Sec 22 & SE 5a Tr N ½ NW ¼ NE ¼ 7 5.75a Tr N ½ SW ¼ W of Auburn Rd Sec 23 Ex 2A
Address: 13907 Auburn Road
Current Owner: David J. & Beverly Ann Malcolm

Allen County Parcel No.: 02-02-23-300-003.000-057:

W 7 ½ Ch N ½ SW ¼ S of Rd Ex S 476.5 ft Sec 23
Address: 14004 Auburn Road
Current Owner: Norma Troutner

Allen County Parcel No.: 02-02-23-151-008.000-057:

S 10.653 A Tr W of Auburn Rd S ½ NW ¼ Ex Frl W 349 Ft Sec 23
Address: 14307 Auburn Road
Current Owner: Randall W. & Michela K. Glad

Allen County Parcel No.: 02-02-23-151-007.000-057:

Frl N 193.7 of Frl E 615.1 W of Auburn Rd S ½ S ½ NW ¼ Sec 23
Address: 14317 Auburn Road
Current Owner: Johnny J. Johnson

Allen County Parcel No.: 02-02-23-176-001.000-057: (Part of GCC Contract "C" Project)

Tulleevin Lake Add Lot 55
Address: 14507 Auburn Road
Current Owner: Julie Y. Chao

Allen County Parcel No.: 02-02-23-176-001.000-057:

Frl N 191.1 of S 1383.30 of Frl W 559.7 Fr E of Auburn Rd NW ¼ Sec 23
Address: 14514 Auburn Road
Current Owner: David L. Brock

Allen County Parcel No.: 02-02-23-101-011.000-057:

Tulleevin Lake Add Lots 52 & 53 & S ½ Lot 51 & 5.42A Spc Adj W NW ¼ Sec 23
Address: 14545 Auburn Road
Current Owner: Auburn Road Trust

Allen County Parcel No.: 02-02-23-101-006.000-057:

Tulleevin Lake Lot 51 S 20 ft of N ½ & Irr Tr Adj on W Sec 23
Address: 14611 Auburn Road
Current Owner: Patrick T. & Maureen R. Burns

Allen County Parcel No.: 02-02-23-101-002.000-057:

Tulleevin Lake Add Lots 46 & 47 & N ½ Lot 48 & Lot 45 Ex Frl N 50 Ft & 6.42 a Spc Adj on W NW ¼
Address: 14705 Auburn Road
Current Owner: Raymond E. & Judith D. Oliver

Allen County Parcel No.: 02-02-23-126-003.000-057:

Tulleevin Lake Add Lots 43 & 44 & Frl S 50 ft Lot 42 & Frl N 50 ft Lot 45 & 110 ft Spc Adj on W
Address: 14811 Auburn Road
Current Owner: James B. Jr. & Shelley L. Ohneck

Allen County Parcel No.: 02-02-14-352-010.000-057:

Irr Tr of Tulleevin Lake S ½ Sec 14 & Irr Tr W of Tulleevin Lake N ½ Sec 23 Ex Tr
Address: 14841 Auburn Road
Current Owner: Lloyd J. & Wanda Ray

Allen County Parcel No.: 02-02-23-300-005.000-057:

S 476.5 ft of W 7 1/2ch N ½ SW ¼ of Rd Sec 23 Ex Tr
Address: 2209 Crawford Road
Current Owner: Ronald L. & Pauline F. Cox

Allen County Parcel No.: 02-02-23-100-011.001-057:

N 380 Ft Of W 341 Ft SW 1/4 SW 1/4 Sec 23
Address: 13712 Auburn Road
Current Owner: Mark A. & Misty R. Markle

Allen County Parcel No.: 02-02-26-100-005.000-057:

N 1/2 NW 1/4 Ex S 89 Of N 1086.3 of W 289.5 Ft & Ex SW Pt
& Ex S358 of N908.7 Of W1226.5 Ft & Ex Trs Sec 26
Address: 13430 Auburn Road
Current Owner: Ronald W. & Sharon D. Hoot

Allen County Parcel No.: 02-02-26-100-001.000-057:

S 511 Of N 549.50 Ft of W 1238.28 Ft Nw1/4 Sec 26 Ex Frl N 21.5'
Address: 13410 Auburn Road
Current Owner: Jack A. & Rita A. Rhoades

EXHIBIT B

WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

Cross Reference to Document(s)

Address of Property Served

Legal Description

1. The undersigned is the owner ("Owner") of certain real estate, described above and recorded in the office of the Recorder of Allen County, Indiana, at the cross reference document(s) listed above ("Real Estate"), which Real Estate is located outside the City of Fort Wayne, Indiana.
2. For the benefit of and in consideration of having sewage from the Real Estate conveyed and treated by the City of Fort Wayne's sanitary sewer system, Owner hereby expressly waives the right to remonstrate against any pending or future annexation of any part or all of the Real Estate into the corporate limits of the City of Fort Wayne, Indiana.
3. The terms and provisions of this Waiver of Right to Remonstrate Against Annexation shall be binding upon Owner and its successors, nominees and assigns in title to the Real Estate, and shall run with the Real Estate.

(Company Name if Applicable) _____

By: _____

By: _____

STATE OF _____)
COUNTY OF _____) SS

ACKNOWLEDGEMENT

Before me, a Notary Public, in and for said State and County, personally appeared the within named _____, who being first duly sworn upon his/her oath states that he/she is the owner or authorized representative of the owner of the Real Estate described herein, and as such duly authorized to execute the foregoing Waiver of Right to Remonstrate Against Annexation.

WITNESS my hand and seal this _____ day of _____, 20____.

My Commission Expires _____

Signature _____

Resident of _____
County _____

Printed Name _____

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

This instrument prepared by Craig Berndt, Fort Wayne City Utilities March 2012

DIGEST SHEET

Department: City Utilities, Utility Administration

Resolution Number: Board of Works Contract 2012-S-11

Title of Ordinance: Sewer Construction Connection Charge Assessment Contract and Management Services Agreement for Greater Cedar Creek Area Contract A: 2012 – S – 11.

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

Amount of Contract: City Utilities share - \$1,935,580 (total project cost \$2,915,122)

Number of Bidders: Project was advertised for competitive bidding in compliance with State purchasing requirements by the District. The District received construction bids from seven (7) contractors for this work; contract was awarded to lowest bidder.

Description of Project (Be Specific):

This project – The Greater Cedar Creek Septic Elimination Contract A Area is one part of a three part project being completed by the District (all at this time) that will provide for the elimination of 356 existing failed or failing septic systems. The sanitary sewer system installed via this specific Agreement has both local and regional service components. This Agreement provides for the immediate installation of nearly 14,000 lineal feet of pipe, a sanitary sewer lift station and sanitary sewer service connections for the elimination of 17 existing sanitary sewer systems. This system also provides regional sanitary sewer service and will serve as the interceptor/backbone system to provide for the elimination of 356 existing failed/failing septic systems in the environmentally sensitive Cedar Creek Watershed and will implement an important phase of City Utilities Northern Area Sanitary Sewer Master Plan to properly plan for efficient and appropriate provision of sanitary sewer service in a growing area. Through this Agreement, City Utilities would fund a share of the regional service components of this Contract A project – oversizing portions of the sanitary sewer mains and the sanitary sewer lift station that allow for future/further sewer extensions in northern area.

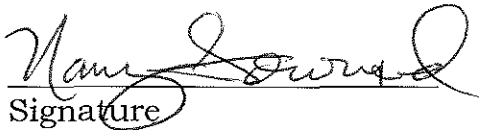
What Are The Implications If Not Approved:

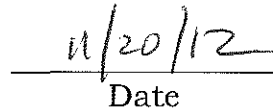
- Elimination of environmental threats to the Cedar Creek and St. Joseph River associated with failed or failing septic systems will not be completed – 356 septs to be eliminated overall.
- Opportunity for property owners to obtain municipal wastewater service and remove fear, uncertainty and doubt of septic system performance would be lost.
- The current opportunity to leverage non-City State and local funds for the cost effective and efficient installation the local and regional sanitary sewer piping would be missed.
- Regional Sewer District would not be able to complete the planned projects at this time.

If Prior Approval Is Being Requested, Justify:

Not Applicable.

Additional Comments: The Allen County Regional Sewer District is fully vested in the completion of this project and has approved this Agreement.


Signature


Date

Nancy Townsend, 427-2691

Interoffice Memo

Date: November 20, 2012
To: Common Council Members
From: Kumar Menon, Director of City Utilities
RE: Greater Cedar Creek Septic Elimination Project – Contract #2012-S-11

The Board of Public Works entered into an agreement with the Allen County Regional Water and Sewer District for the construction of a sanitary sewer interceptor and regional sanitary sewer lift station and force main as part of the Greater Cedar Creek Septic Elimination Projects (three different projects to be completed simultaneously). This project area and regional sanitary sewer system will provide service across the northern service area, generally from I-69 west to Coldwater Road, north of Union Chapel. This system is designed and will be constructed to collect and convey sanitary sewage from 356 existing homes on failed or failing septic systems as well as from future growth in this region. The septic systems in this region discharge into the Cedar Creek and the St. Joseph River, upstream from City Utilities water filtration plant. This installation coincides with the construction of two other interrelated septic elimination projects by the Sewer District in this same Cedar Creek region: in fact this system is required in order to complete the other two upstream projects. Combined, the Greater Cedar Creek projects will provide needed relief to 356 homeowners with failed or failing septic systems and will provide significant environmental improvements and sustained protection in the Cedar Creek and St. Joseph River. The Board's participation in this project calls for the structured reimbursement of an estimated \$1,935,580 for the design and construction costs for the regional components of these improvements; funds for project will come from Sewer Revenue.

The Board of Works and City Utilities seeks the Council's concurrence with the Board's action so that the Regional Sewer District and City Utilities may proceed with this environmental improvement and sewer system improvement opportunity.

Please contact Nancy Townsend at 427-2691 or at nancy.townsend@cityoffortwayne.org if you have any questions.

CC: Diane Brown
Molly McCray