

BILL NO. S-17-03-39

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving SEWER
CONSTRUCTION CONNECTION CHARGE
ASSESSMENT CONTRACT, AND
MANAGEMENT SERVICES AGREEMENT FOR
GLEN ELM DR. - SONATA DR. - POPP RD. -
THE PROPHET'S PASS AREA SANITARY
SEWER – SEWER CONTRACT # 2016-S-0435 -
RESOLUTION/WORK ORDER #76342
(\$172,917.58) between the City of Fort Wayne,
Indiana AND THE ALLEN COUNTY REGIONAL
WATER AND SEWER DISTRICT in connection
with the Board of Public Works.

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

SECTION 1. That the SEWER CONSTRUCTION
CONNECTION CHARGE ASSESSMENT CONTRACT, AND MANAGEMENT
SERVICES AGREEMENT FOR GLEN ELM DR. - SONATA DR. - POPP RD. -
THE PROPHET'S PASS AREA SANITARY SEWER – SEWER CONTRACT
#2016-0435 - RESOLUTION/WORK ORDER #76342 (\$172,917.58) by and
between the City of Fort Wayne, Indiana AND THE ALLEN COUNTY
REGIONAL WATER AND SEWER DISTRICT in connection with the Board of
Public Works, is hereby ratified, and affirmed and approved in all respects,
respectfully for:

All oversizing costs associated with the design and
bidding, easement preparation and acquisition and
construction of portions necessary for the septic elimination
project being constructed by the Allen County Regional
Water and Sewer District that shall serve the 67 single-
family homes located along both sides of Popp Road and

1 several neighborhoods south of Popp Road between Tonkel
2 Road and Leo Road. Project includes: 11,961+/-L.F. of 2",
3 3" and 8" HDPE DR 11 force main pipe; 40+/-L.F. of 12"
4 PVC SDR 35 gravity pipe; 1 Manhole, 9 Air release valves,
5 16 flushing cleanouts; and 1 Lift Station;

6 involving a cost of ONE HUNDRED SEVENTY TWO THOUSAND NINE
7 HUNDRED SEVENTEEN AND 58/100 DOLLARS – (\$172,917.58). The
8 Reimbursement Amount shall be finally determined based on the actual cost
9 of the work performed associated with the oversizing items incorporated in
10 the project. A copy of said Contract is on file with the Office of the City Clerk
11 and made available for public inspection, according to law.

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

14
15
16 _____
17 Council Member

18 APPROVED AS TO FORM AND LEGALITY

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20 _____
21 Carol Helton, City Attorney
22
23
24
25
26
27
28
29
30

Interoffice Memo

Date: March 23, 2017
To: Common Council Members
From: DeWayne Nodine, Manager, Development Services
Re: Sewer Construction Connection Charge Assessment Contract, and Management Services Agreement for Glen Elm Dr. – Sonata Dr. – Popp Rd. – The Prophet's Pass Area Sanitary Sewer between the Allen County Regional Water and Sewer District and the City of Fort Wayne, in connection with the Board of Public Works - Sewer Contract #2016-S-0435
Resolution / Work Order #76342

Council District: This project is completely outside of the City.

Description of Project: This is a septic elimination project being constructed by the Allen County Regional Water and Sewer District (District) that shall serve the 67 single-family homes located along both sides of Popp Road and several neighborhoods south of Popp Road between Tonkel Road and Leo Road. The sanitary sewer system being installed via this agreement has both local and regional service components. Through this Agreement, City Utilities shall fund a share of the regional service components of this project to allow for oversizing portions of the mains and lift station for future extensions in a growing area.

Major components of the project include the following:

- 11,961± L.F of 2", 3" and 8" HDPE DR 11 force main pipe;
- 40± L.F of 12" PVC SDR 35 gravity pipe;
- 1 Manhole, 9 Air release valves, 16 flushing cleanouts; and
- 1 Lift station.

City Utilities Oversizing Share: \$172,917.58 (total contract value is \$1,263,629.35).

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

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

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

Bid Results: This project was advertised for competitive bidding according to State bidding requirements by the District. The contract for Resolution #76342 was awarded to Rothenberger Company, Inc., for \$1,235,425.50 which was the lowest most responsive bidder of 5 bidders and was 14% below the Engineer's estimate of \$1,442,420.00. The second lowest bidder was \$25,899.50 above the Rothenberger Company, Inc., bid.

Funding Source: Sewer Revenue

Council Introduction Date: March 28, 2017

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

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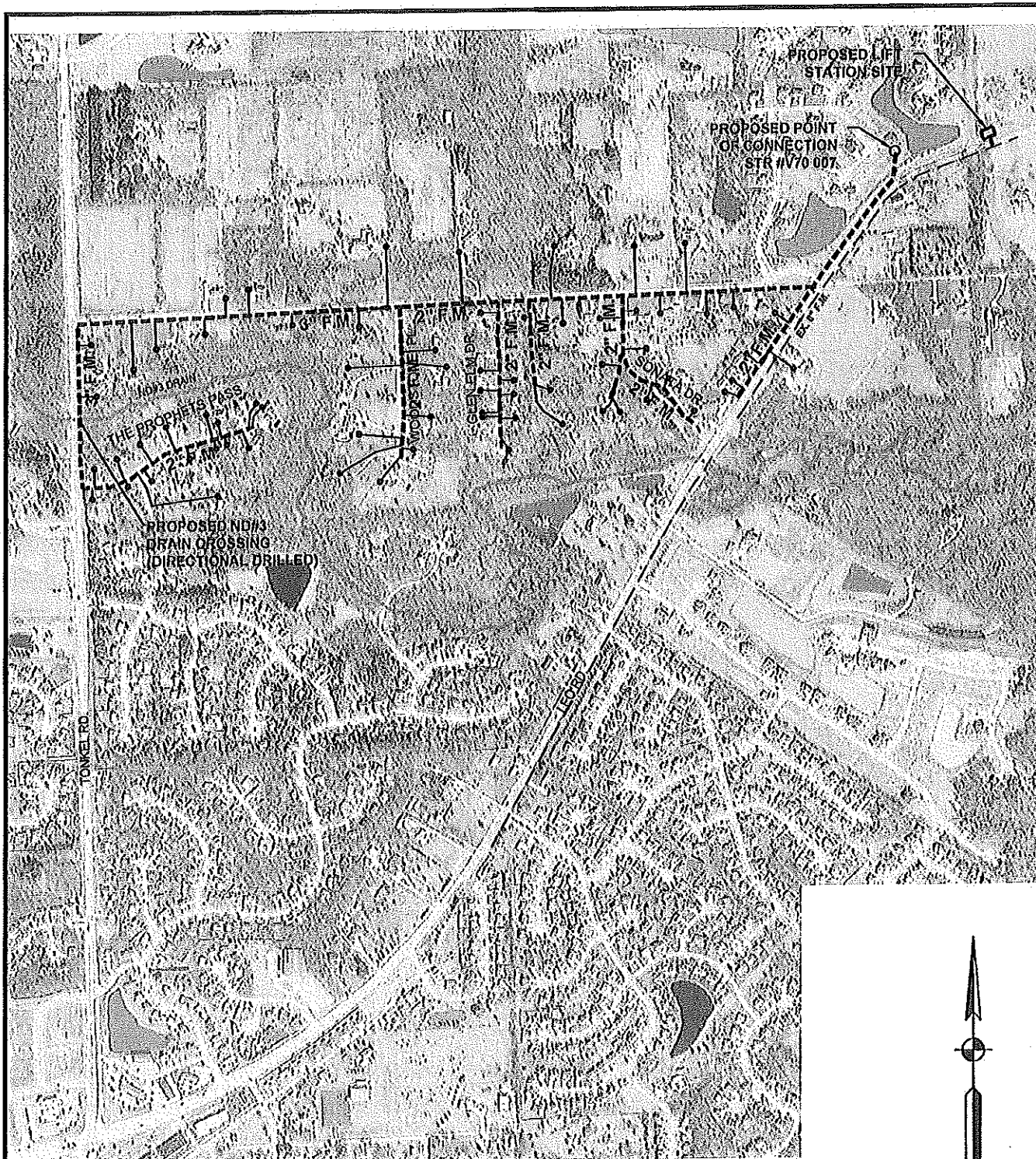
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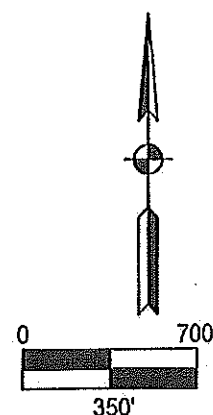
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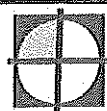


LEGEND

--- PROPOSED FORCE MAIN



REVISED 12/12/16



**COMMONWEALTH
ENGINEERS, INC.**

1228 Corporate Blvd. Suite 200
Ft. Worth, TX 76107
(817) 635-1111

14300 Lytlewood Dr. Suite 401
Dallas, TX 75244
(972) 414-1111

6501 Rockledge Rd. Suite 200
Ft. Worth, TX 76116
(817) 414-1111

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

FIGURE 46A - GLEN ELM DRIVE - SONATA DRIVE -
WOODSTONE PLACE & PROPHET'S PASS
PROPOSED SERVICE AREA

FIGURE

46A

SEWER CONSTRUCTION
CONNECTION CHARGE ASSESSMENT CONTRACT,
AND MANAGEMENT SERVICES AGREEMENT
FOR GLEN ELM DR. – SONATA DR. – POPP RD. – THE PROPHETS PASS AREA
SANITARY SEWER

Sewer Contract # 2016-S-0435

Work Order # 76342

THIS AGREEMENT is made and entered into this 22nd day of February, 2017, by and between the Allen County Regional Water and Sewer District (the "Sewer District") and the City Utilities of the City of Fort Wayne, by and through the Board of Public Works of the City of Fort Wayne ("Fort Wayne").

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

WHEREAS, this Agreement is made and entered into by the Sewer District and Fort Wayne pursuant to both IND. CODE §§ 13-26-5-2(15) and (16) and 36-9-23;

WHEREAS, the Sewer District shall issue the Sewage Works Revenue Bonds of 2016, (the "Bonds") to the Indiana Finance Authority to finance the construction of the Glen Elm Drive – Sonata Drive – Popp Road – The Prophets Pass Area Sanitary Sewer System ("Project");

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

1. The Sewer District shall proceed, dependent upon procurement of materials and labor and award of a contract, to construct a 2" (two-inch), 3" (three-inch), 8" (eight-inch) and 12" (twelve-inch) underground sanitary sewer line, a lift station and individual grinder pump stations (hereinafter the "Glen Elm Drive – Sonata Drive – Popp Road – The Prophets Pass Area Sanitary Sewer System") in accordance with plans and specifications prepared by Commonwealth Engineers, Inc. and Wessler Engineering dated October 28, 2016 approved by Fort Wayne in January 2017 (hereinafter the "Project"). The Project shall be constructed in accordance with said plans and specifications prepared by Commonwealth Engineers, Inc. and Wessler Engineering and are now on file in the office of Development Services of Fort Wayne, and are incorporated herein and made a part hereof by reference. Said sewer is described as follows:

Sanitary Line A – Popp / Tonkel

Beginning by tapping an existing manhole Str V70 007 located 5± feet South and 10± feet West of the Southeast corner of Lot 27 in Mallards Lake Subdivision; thence South 100± L.F. of 3" HDPE DR 11 force main pipe to ARV MH #1 at Sta 1+00; thence Southwest 900± L.F. to Inline flushing CO #1 at Sta 10+00; thence West 775± L.F. to Inline flushing CO #2 at Sta 17+75; thence West 805± L.F. to ARV MH #2 at Sta 25+80; thence West 220± L.F. to Inline flushing CO #3 at Sta 28+00; thence West 950± L.F. to Inline flushing CO #4 at Sta 37+50; thence West 290± L.F. to ARV MH #3 at Sta 40+40; thence West 645± L.F. to Inline flushing CO #5 at Sta 46+85; thence West and continuing South along the East right of way of Tonkel Road, 915± L.F. to Inline flushing CO #6 at Sta 56+00; thence South 8± L.F. to an Emergency isolation valve 1 at Sta 56+08; thence South 442± L.F. to an Emergency isolation valve 2 at Sta 60+50; thence South 11± L.F. to Inline flushing CO #8 at Sta 60+61; thence South 9± L.F. to ARV MH #4 at Sta 60+70; thence South 55± L.F. to a 3" x 2" Wye at Sta 61+25 and terminating said Sanitary Line A – Popp / Tonkel.

Sanitary Line B - Sonata

Beginning at the aforementioned 3" x 2" wye at Sta 0+00 (Line A – Sta 19+55) located 15± feet South and 15± feet West of the Centerline of the Intersection of Popp Road and Sonata Drive; thence South, along the East right of way of Sonata Drive, 225± L.F. of 2" HDPE DR 11 force main pipe to ARV MH #5 at Sta 2+25 thence Southerly 675± L.F. to Terminal flushing CO #2 at Sta 9+00 and terminating said Sanitary Line B – Sonata.

Sanitary Line C – Sonata

Beginning at a 2" wye at Sta 0+00 that ties into Sanitary Line B at Sta 3+25 located 90± feet South of the Southeast corner of 6324 Popp Road and being 5± feet East of the West right of way of Sonata Drive; thence Southwesterly, within an proposed easement, 335± L.F. of 2" HDPE DR 11 force main pipe to Terminal flushing CO #3 at Sta 3+35 and terminating said Sanitary Line C – Sonata.

Sanitary Line D

Beginning at a 3" x 2" wye at Sta 0+00 (Line A Sta 25+20) located 15± feet North and 10± feet East of the Northeast corner of 6208 Popp Road; thence, South, within an proposed easement, 615± L.F. of 2" HDPE DR 11 force main pipe to Terminal flushing CO #4 at Sta 6+15 and terminating said Sanitary Line D.

Sanitary Line E – Glen Elm Drive

Beginning at a 3" x 2" wye at Sta 0+00 (Line A – Sta 27+30) located 15± feet North and 15± feet West of the Centerline of Popp Road and Glen Elm Drive; thence South, along the West right of way of Glen Elm Drive, 165± L.F. of 2" HDPE DR 11 force main pipe to ARV MH #6 at Sta 1+65; thence South 615± L.F. to Terminal flushing CO #5 at Sta 7+80 and terminating said Sanitary Line E – Glen Elm Drive.

Sanitary Line F – Woodstone Place

Beginning at a 3" x 2" wye at Sta 0+00 (Line A – Sta 33+40) located 15± feet North and 23± feet West of the Centerline of the Intersection of Popp Road and Woodstone Place; thence South, along the West right of way of Woodstone Place, 185± L.F. of 2" HDPE DR 11 force main pipe to ARV MH #7 at Sta 1+85; thence South 765± L.F. to Terminal flushing CO #6 at Sta 9+50 and terminating said Sanitary Line F – Woodstone Place.

Sanitary Line G – The Prophets Pass

Beginning at a 3" x 2" wye at Sta 0+00 (Line A – Sta 61+25) located 35± feet North and 40± feet East of the Centerline of the Intersection of Tonkel Road and The Prophets Pass; thence East, along the North right of way of The Prophets Pass, 585± L.F. of 2" HDPE DR 11 force main pipe to Inline flushing CO #7 at Sta 5+85; thence Easterly 515± L.F. to Terminal flushing CO #7 at Sta 11+00 and terminating said Sanitary Line G – The Prophets Pass.

Sanitary Line H – SR 1

Beginning at a 3" x 2" wye at Sta 0+00 (Line A – Sta 8+35) located 5± feet South and 70± feet West of the Centerline of the Intersection of SR 1 (Leo Rd) and Popp Road; thence Southwesterly, along the West right of way of SR 1 (Leo Rd), 225± L.F. of 2" HDPE DR 11 force main pipe to ARV MH #8 at Sta 2+25; thence Southwesterly 575± L.F. to Terminal flushing CO #8 at Sta 8+00 and terminating said Sanitary Line H – SR 1.

Sanitary Line I – Shooting Star Trail

Beginning at a 2" x 2" wye at Sta 0+00 (Line G – Sta 3+33) located 25± feet North and 18± feet East of the Centerline of the Intersection of The Prophets Pass and Shooting Star Trail; thence South, along the East right of way of Shooting Star Trail, 250± L.F. of 2" HDPE DR 11 force main pipe to Terminal flushing cleanout #9 at Sta 2+50 and terminating said Sanitary Line I – Shooting Star Trail.

Sanitary Line J – SR 1

Beginning at a proposed wet well located 55± feet North of the North right of way of SR 1 (Leo Rd) and 45± feet East of the East boundary line of Mallards Lake Subdivision; thence Southeasterly 40± L.F. of 12" PVC SDR 35 pipe to Str J-01 and terminating said Sanitary Line J – SR 1.

Sanitary Line K – SR 1

Beginning at a proposed lift station at Sta 0+00 located 55± feet North of the North right of way of SR 1 (Leo Rd) and 80± feet East of the East boundary line of Mallards Lake Subdivision; thence Easterly 16± L.F. of 8" HDPE DR 11 force main pipe to Str K-01 (ARV) at Sta 0+16; thence Southeasterly 90± L.F. to the tie-in point to the existing force main at Sta 1+06 and terminating said Sanitary Line K – SR 1.

Said sewer to include: 5,730± L.F. of 2" HDPE DR 11 force main pipe, 6,125± L.F. of 3" HDPE DR 11 force main pipe, 106± L.F. of 8" HDPE DR 11 force main pipe and 40± L.F. of 12" PVC SDR 35 pipe; 1 (One) Manhole, 9 (Nine) Air release valves, 8 (Eight) Inline flushing cleanouts, 8 (Eight) Terminal flushing cleanouts, 1 (One) Wet well and 1 (One) Lift station.

Project also includes the installation of individual grinder pump stations for the connected customers (anticipated to be 67). The individual grinder pump stations will remain under the ownership, operation and maintenance of the District until December 31, 2042, and Fort Wayne will not be responsible for the operation, repair, maintenance, replacement, etc. of the grinder pump stations at any time.

2. Upon completion of the Project, Fort Wayne shall accept sewage therefrom, in accordance with the rules and regulations of Fort Wayne, and the laws, ordinances, and regulations applicable thereto, now in force, or that may hereafter be adopted; however, it is understood and agreed that Fort Wayne shall not accept any sewage from any part or parts of the Glen Elm Drive – Sonata Drive – Popp Road – The Prophets Pass Area Sanitary Sewer System covered hereunder unless and until the entire sewer system shall have been tested and accepted for maintenance, repair, and replacement by Fort Wayne.
3. It is further understood that Fort Wayne may approve the extension of additional sanitary sewer lines from the sanitary sewer system(s) covered in this contract without incurring financial obligations to the Sewer District under this contract. Public sanitary sewer lines are sewers that are installed by Fort Wayne or by others in the future that are or will be owned, operated and maintained by Fort Wayne upon acceptance.
4. It is understood and agreed that the Sewer District shall furnish and pay for all design services by Commonwealth Engineers, Inc. and Wessler Engineering at a cost of One hundred ninety nine thousand nine hundred forty eight dollars and no cents (\$199,948.00), and for materials, contractual labor, equipment, permits and/or licenses required for construction by Rothenberger Company, Inc. for the Glen Elm Drive – Sonata Drive – Popp Road – The Prophets Pass Area Sanitary Sewer System at a cost of One million two hundred thirty five thousand four hundred twenty five dollars and fifty cents (\$1,235,425.50). It is also agreed that said Sewer District shall hold the Fort Wayne harmless from any liability for claims connected therewith, and that said Sewer District shall pay all expenses in connection with necessary inspection, and testing services estimated a cost of Twenty eight thousand two hundred three dollars and eighty five cents (\$28,203.85). The total value of said sanitary sewer system is One million two hundred sixty three thousand six hundred twenty nine dollars and thirty five cents (\$1,263,629.35).
 - (a) It is further agreed that Fort Wayne will reimburse the Sewer District oversizing costs associated with the design and bidding, easement preparation and acquisition and construction of portions of the described Project, as requested by Fort Wayne, together the "Reimbursement Amount." The Reimbursement Amount shall be finally determined based on the actual cost of the work performed associated with the oversizing items incorporated in the Project. The Total Reimbursement Amount, exclusive of the Contingent Reimbursement Amount (as defined hereinafter), is estimated to be One hundred seventy two thousand nine hundred seventeen dollars and fifty eight cents (\$172,917.58).
 - (b) Fort Wayne will reimburse the District for reimbursable costs and expenses as set forth in this Agreement based upon the following schedule:
 - i. Costs for Preconstruction items (project management, civil engineering and easement/property acquisition) and Construction Administration shall be paid to the District by Fort Wayne within 30 calendar days of the District's issuance of the "Notice to Proceed" to each of the District's respective contractors in the estimated amount of Twenty nine thousand four hundred eighty five dollars and seventy six cents (\$29,485.76).
 - ii. Fort Wayne shall pay the District its pro rata share of Monthly Draws for the balance of the Construction Costs outlined in Paragraph 4(a), said amounts to be paid to the District within 15 calendar days of the District's approval of each of the projects Monthly Pay Applications in the estimated amount of One hundred forty three thousand four hundred thirty one dollars and eighty two cents (\$143,431.82).
 - iii. Final settlement costs associated with change orders will be paid to the District within 30 days of the formal approval by SRF of said change orders, said approvals not to be unreasonably withheld or delayed by Fort Wayne or the District. The final determination of the amount to be contributed to the Glen Elm Project by Fort Wayne shall be based upon Fort Wayne's pro rata share of the final construction cost for the Project, including any and all applicable change orders in the work for the Project.
 - (c) The Contingent Reimbursement Amount is the sum of Ninety thousand eight hundred eighty two dollars and sixty three cents (\$90,882.63), reduced, however, by any Contingent Reimbursement Amounts paid to the District

pursuant to that certain Sewer Construction Connection Charge Assessment Contract And Agreement For Management Services For Carroll Road – Hand Road Area Sanitary Sewer Project of even date herewith, it being the understanding and agreement that that the maximum combined Contingent Reimbursement Amount from both of these said contracts shall not exceed Ninety thousand eight hundred eighty two dollars and sixty three cents (\$90,882.63). As connections are made directly or indirectly by customers of the City that utilize any of the sewer capacity of the Project, Fort Wayne shall pay every six (6) months fifty percent (50%) of all Area Connection Fees so collected (or replacement fees imposed by Fort Wayne in lieu or replacement of existing Fort Wayne Area Connection Charges), up to the amount of the Contingent Reimbursement Amount, at which time no further contingent payments shall be due the District. If not sooner due and payable, any balance on the Contingent Reimbursement Amount shall lapse and expire on December 31, 2027.

5. It is further agreed that in consideration of the environmental and community benefits resulting from the elimination of failed and/or failing septic systems, the City shall contribute a not to exceed amount of One hundred sixty thousand dollars and no cents (\$160,000.00) to the District toward the cost of the project. Said contribution shall be paid to the District in the amount of Three thousand two hundred dollars and no cents (\$3,200.00) each for the first 50 (fifty) connections to the sewer system described in paragraph 1 that results in the elimination of a septic system. City shall make payments to the District on a monthly basis for those connections to the Project. The monthly payment shall be determined and begin based on the Acceptance Date of this contract. Payments shall be made forty-five (45) days following the end of the month in which a connection resulting in the elimination of a septic system is made.
6. The Glen Elm Drive – Sonata Drive – Popp Road – The Prophets Pass Area Sanitary Sewer System once installed and accepted by the Sewer District and Fort Wayne will immediately serve the parcels of Real Estate identified in attached Exhibit A (hereinafter the “Real Estate”). During the term of this Agreement, the Sewer District may, in its discretion, permit additional direct private sewer lateral connections to the Project facilities which additional connections are allowed and subject to the approval of Fort Wayne (such approval not to be unreasonably withheld or delayed) and shall be customers of the Sewer District during the term of this Agreement. The real estate being served by any such additional direct private sewer lateral connections to the Project during the term of this Agreement shall be subject to the rates and charges, including connection fees imposed by the Sewer District via the Sewer District’s rate ordinance that is in effect at the time of the connection.
7. Prior to connection, any lot, parcel, or building connecting to the Glen Elm Drive – Sonata Drive – Popp Road – The Prophets Pass Area Sanitary Sewer System, that does not result in the decommissioning and elimination of an existing septic system, shall be required to pay Fort Wayne its then applicable area connection charge (the “Area Connection Fee”). The Area Connection Fees shall be paid on or before building sewer connections are made to the sewer system in accordance with the applicable fee in effect at the time of connection. The City has agreed to and does hereby waive the Area Connection Fees associated with the elimination of an existing septic system for the Real Estate described on Exhibit A.
8. The Sewer District currently has enacted a rate ordinance imposing a monthly User Charge associated with the Project. Commencing upon issuance of a notice to proceed for the Project and for the remainder of the term of this Agreement, Fort Wayne will monthly bill each customer as agent for the Sewer District for the User Charge, and shall remit the District’s portion of the User Charge directly to the Sewer District on a monthly basis. For purposes of the foregoing, the District’s portion is the difference between the monthly sewer rate the customer would have paid had the customer been a sewer customer of the City and the District’s then applicable monthly sewer charge to such customer. For purposes of the foregoing, the City’s monthly rate shall be determined and based upon the City’s then sewage rate ordinance, including whether the customer would have been billed at the City’s then applicable Flat Rate Monthly Charge or Retail Metered Rates and whether the customer is Inside City or Outside City as said terms are used and defined in the City’s sewage rate ordinance from time to time. Except as provided in paragraph 10, nothing contained herein shall prohibit the Sewer District from modifying its rate ordinance applicable to the Project customers from time to time during the term of this Agreement up to the Transition Period as defined in paragraph 10, as may be necessary to reflect changes in the Sewer District User Charge, changes in the applicable Fort Wayne rate ordinances, changes when a connection is metered or located within the city limits of Fort Wayne, and charges of the Sewer District for the Sewer District’s cost of operations. It shall be the obligation of the Sewer District to advise Fort Wayne of changes in its rate ordinances as it relates to the Glen Elm Drive – Sonata Drive – Popp Road – The Prophets Pass Area Sanitary Sewer System.
9. Notwithstanding the terms of paragraph 8, during the period commencing January 1, 2038, and ending December 31, 2042 (the “Transition Period”), the Sewer District agrees, to the extent lawfully allowable, to enact a Rate Ordinance in effect during the Transition Period limited to:

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

At midnight on December 31, 2042, ownership of the grinder system in the Project will transfer to the property owner in normal working condition and repair.

- 10. Upon completion of the Project (which shall include testing and acceptance), the City of Fort Wayne will accept all responsibility and liability for maintenance, repair, and replacement of the sanitary sewer main lines installed as part of this Project. Fort Wayne shall not accept liability of any kind including maintenance, repair and replacement of the private building sewer laterals or grinder pump stations serving the real estate that connects to the sanitary sewer main lines. Upon completion and acceptance of the Project as provided in paragraph 2 of this Agreement with the exception of the individual grinder pump stations, the Sewer District shall transfer rights and responsibilities to access the sanitary sewer main lines in the Project to Fort Wayne, as it may require, to affect such maintenance, repair or replacement of the sanitary sewer main lines.
- 11. Upon completion of the Project, the District shall perform all inspections of customer tap-ins, and charge the customer its usual and customary tap-in inspection fee, currently in the amount of **Seventy five dollars and no cents (\$75.00)** per full or partial inspection of each sanitary sewer lateral installed and inspected by the District and remit **Twenty dollars and no cents (\$20.00)** of this fee to City Utilities. In the event a tap-in does not pass the first inspection, the same fees shall be assessed against the customer for each additional re-inspection.
- 12. The Glen Elm Drive – Sonata Drive – Popp Road – The Prophets Pass Area Sanitary Sewer System shall be constructed for disposal of sanitary sewage only, and no one shall be permitted to discharge or flow into the sanitary sewer any water runoff caused by natural precipitation, or permit anything other than sanitary sewer to be discharged into the Glen Elm Drive – Sonata Drive – Popp Road – The Prophets Pass Area Sanitary Sewer System in violation of the ordinances of Fort Wayne now in effect, and as may be amended from time to time hereafter. All use of the sanitary sewer shall be subject to the ordinances of Fort Wayne upon completion and acceptance of the project.
- 13. It is further understood and agreed that, upon completion of the Project, the Sewer District or its contractor shall file a Completion Affidavit, a Maintenance Bond and Certified Record Drawings with the Board of Public Works of Fort Wayne. The Maintenance Bond shall run for a minimum period of one (1) year from the date that Fort Wayne accepts said sewer system and shall be in the minimum amount of **Three hundred eight thousand eight hundred fifty six dollars and 38 cents (\$308,856.38)**.
- 14. Upon completion of the Project and the acceptance thereof by Fort Wayne, Fort Wayne shall issue a "Letter of Acceptance" of the Project and the sanitary sewer main lines installed pursuant to this contract and described in paragraph 1 shall be accepted by Fort Wayne for all repair, replacement, and maintenance. However, ownership of the sanitary sewer Project infrastructure including the main lines shall not transfer to or be a part of the sewer system of the City of Fort Wayne until December 31, 2042. At midnight on December 31, 2042, ownership of the Project Infrastructure including the main lines shall automatically transfer to Fort Wayne and upon transfer of ownership, all rights, title and interest whatsoever in the said sanitary sewer main lines shall forever remain in Fort Wayne ownership.
- 15. The Sewer District's imposition of the monthly User Charge pursuant to its rate ordinance to be adopted is made pursuant to IND. CODE § 13-26-11-7(b) and shall be a lien upon any customers of the Sewer District that connects to the Project during the term of this Agreement.
- 16. This Agreement is binding upon the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Indiana in effect from time to time during the term of this Agreement.

[Signature Page to Follow]

DATED this 22nd day of February, 2017

ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT

By: [Signature]
Justin Brugger, Vice President

By: [Signature]
MJ Klinker, Secretary

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Justin Brugger as Vice President and MJ Klinker as Secretary 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 22nd day of February, 2017.

My Commission Expires:

July 18, 2024

[Signature]

Notary Public
Resident of LaGrange County
Vincent J. Heiny

Printed Name of Notary



VINCENT J. HEINY, Notary Public
LaGrange County, State of Indiana
My Commission Expires July 18, 2024

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

By: [Signature]
Robert P. Kennedy, Chair

By: Absent
Mike Avila, Member

By: [Signature]
Kumar Menon, Member

ATTEST: [Signature]
Lyndsey Richards, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

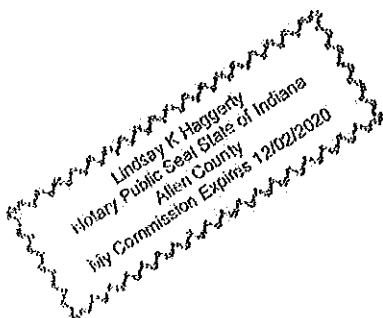
Before me, a Notary Public, in and for said County and State personally appeared Robert P. Kennedy, Chair, Mike Avila and Kumar Menon as Members of the Board of Public Works of the City of Fort Wayne, and Lyndsey Richards, Clerk of the Board of Works and acknowledged the execution of the foregoing Contract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

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

My Commission Expires:

12/02/2020

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



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

Exhibit "A"

Allen County Parcel No.: 02-03-31-127-010,000-042:

Glen Elm Lot 11

Address: 1701 Glen Elm Drive
Current Owner: Leona M. Bender

Allen County Parcel No.: 02-03-31-128-006,000-042:

Glen Elm Lot 12

Address: 1702 Glen Elm Drive
Current Owner: Susan A. Dwyer

Allen County Parcel No.: 02-03-31-127-009,000-042:

Glen Elm Lot 9

Address: 1711 Glen Elm Drive
Current Owner: Kerri J. Morningstar

Allen County Parcel No.: 02-03-31-128-005,000-042:

Glen Elm Lot 10

Address: 1712 Glen Elm Drive
Current Owner: Brett N. & Kayla J. Fox

Allen County Parcel No.: 02-03-31-127-008,000-042:

Glen Elm Lot 7

Address: 1723 Glen Elm Drive
Current Owner: David A. Beoger

Allen County Parcel No.: 02-03-31-128-004,000-042:

Glen Elm Lots 6 & 8

Address: 1724 Glen Elm Drive
Current Owner: Roland D. & Cynthia K. Stuckey

Allen County Parcel No.: 02-03-31-127-007,000-042:

Glen Elm Lot 5

Address: 1725 Glen Elm Drive
Current Owner: Dennis D. & Terez A. Zorger

Allen County Parcel No.: 02-03-31-128-001,000-042:

Glen Elm Lot 1

Address: 1827 Glen Elm Drive
Current Owner: Charles L. Christman

Allen County Parcel No.: 02-03-31-128-007,000-042:

S 435 Fr 1 N N 1235 of E 390 ft NE ¼ NW ¼ Sec 31

Address: 11634 Glen Elm Drive
Current Owner: Jared & Lacie Wehrle

Allen County Parcel No.: 02-03-31-101-004,000-042:

E 184.6 Ft of W 438 of Fr 1 N 450.59 N of Twin Tr NW ¼ Sec 31

Address: 5534 Popp Road
Current Owner: William H. & Karen D. Bougher

Allen County Parcel No.: 02-03-31-101-005,000-042:

E 229.7 of W 667.7 N of Twin Trails Add & S of Popp Rd NW ¼ Sec 31

Address: 5616 Popp Road
Current Owner: Nikkl E. & Vincent W. Davls

Allen County Parcel No.: 02-03-30-300-007,000-042:

W 255.06 of E 1954.06 of Frl S 683.66 Ft SW ¼ Sec 30

Address: 5701 Popp Road

Current Owner: Oscar F. & Amalia M. Cruz

Allen County Parcel No.: 02-03-31-101-006,000-042:

W 211.2 of E 2035.4 Ft of N of Twin Trails NW ¼ Sec 31

Address: 5706 Popp Road

Current Owner: Donna I. Nijak

Allen County Parcel No.: 02-03-30-300-008,000-042:

W 200 of E 1699 of S 580 Ft SW ¼ Sec 30

Address: 5733 Popp Road

Current Owner: Kenneth A. & Patsy A. Snyder

Allen County Parcel No.: 02-03-31-101-008,000-042:

W 340 of E 1613 of Frl N 330 Ft NW ¼ Sec 31

Address: 5816 Popp Road

Current Owner: David N. Brumm & Kimberly S. McDonald

Allen County Parcel No.: 02-03-30-300-013,000-042:

W 150 of E 400 Ft S ½ SW ¼ Ex N 580.8 Ft Sec 30

Address: 6121 Popp Road

Current Owner: Michael L. & Betsy J. Gibson

Allen County Parcel No.: 02-03-31-128-001,000-042:

Glen Elm Lot 2

Address: 6208 Popp Road

Current Owner: rJRoNvmCQI

Allen County Parcel No.: 02-03-31-201-003,000-042:

W 300 Ft Frl NE ¼ N of Parks Res Line Ex N 600 of E 265 Ft Sec 31

Address: 6220 Popp Road

Current Owner: James T. & Erika J. Monroe

Allen County Parcel No.: 02-03-31-201-002,000-042:

E 265 of W 300 of S 270 of N 600 Ft Frl NE ¼ Sec 31

Address: 6226 Popp Road

Current Owner: James E. & Jeanne Laitas Stump

Allen County Parcel No.: 02-03-31-201-001,000-042:

W 300 ft Frl NE ¼ N of Res Line Ex W 35 of N 330 & Ex Frl S 767.03 Ft Sec 31

Address: 6230 Popp Road

Current Owner: Eric & Kelly Bell

Allen County Parcel No.: 02:

13.74 A Tr SE Cor SE ¼ Sec 30 (12.24 A Classified Wildlands)

Address: 6309 Popp Road

Current Owner: Alan W. & Jeraldine L. Sidel

Allen County Parcel No.: 02-03-31-201-004,000-042:

E 247.6 of W 547.6 of N 250 Ft NE ¼ Sec 31

Address: 6324 Popp Road

Current Owner: Steven Lynn & Marlene Kay Smith

Allen County Parcel No.: 02-03-30-400-010,000-042:

Frl E 433 ft of W 899 ft of S 1151.6 ft SW ¼ SE ¼ Sec 30 & Ex E 50 & Frl 515.6 ft
Address: 6411 Popp Road
Current Owner: Dormire Douglas & Abigail Powers

Allen County Parcel No.: 02-03-31-202-001,000-042:

N 250 of W 175 of E 1170.8 Ft W of SR 1 NE ¼ Sec 31
Address: 6414 Popp Road
Current Owner: Robert C. & Denise Hayes

Allen County Parcel No.: 02-03-31-202-003,000-042:

N 250 of W 161.93 of E 995.8 Ft W of SR 1 NE ¼ Sec 31
Address: 6516 Popp Road
Current Owner: Phillip DeLong & Rhonda M. Boggs

Allen County Parcel No.: 02-03-31-202-003,000-042:

N 250 of W 161.93 of E 833.87 Ft W of SR 1 NE ¼ Sec 31
Address: 6530 Popp Road
Current Owner: John W. & Angelia C. Kochert

Allen County Parcel No.: 02-03-30-400-012,000-042:

W 1323.9 ft of S 1151.6 ft W ½ SE ¼ Ex W 899 ft Sec 30
Address: 6603 Popp Road
Current Owner: Gary M. & Patricia A. Washington

Allen County Parcel No.: 02-03-31-202-004,000-042:

N 275 of W 175 of E 671.94 Ft W of SR 1 NE ¼ Ex Frl E 6 Ft Sec 31
Address: 6614 Popp Road
Current Owner: Gary L. & Annette L. Witte

Allen County Parcel No.: 02-03-31-226-001,000-042:

N 275 of Frl E 502.94 Ft W of S.R. 1 NE ¼ Sec 31 Ex Pt to State
Address: 6704 Popp Road
Current Owner: Terry M. & Susan J. Kieffer

Allen County Parcel No.: 02-03-31-202-004,000-042:

N 275 of W 175 of E 671.94 Ft W of SR 1 NE ¼ Ex Frl E 6 Ft Sec 31
Address: 11616 Shooting Star Trail
Current Owner: Mary L. & Claudio A. Basilici

Allen County Parcel No.: 02-03-31-201-008-000-042:

NW cor NE ¼ N of Res Ex W 547.6 Ft & Ex Other Tracts & Ex Pt to State Sec 31
Address: 11615 Sonata Drive
Current Owner: Joshua B. & Beth A. Pranger

Allen County Parcel No.: 02-03-31-202-006,000-042:

W 423.86 of E 920.8 Ft W of SR 1 NE of Sonata Dr & S of N 250 Ft NE ¼ Sec 31
Address: 11720 Sonata Drive
Current Owner: Gary L. & Kim R. Brown

Allen County Parcel No.: 02-03-31-201-007,000-042:

Frl E 127 of W 547.6 of Frl S 378 of N 1060 Ft NE ¼ & 35 Ft Spc Adj on N Sec 31
Address: 11803 Sonata Drive
Current Owner: Christopher D. & Ruth M. Poppele

Allen County Parcel No.: 02-03-31-201-006.000-042:

Frl S 415 of N 1097 of Frl E 127 of W 547.6 Ft NE ¼ & 35 Ft Adj on N Sec 31

Address: 11807 Sonata Drive

Current Owner: Marlin B. & Margaret H. Reishus Co-Trs, Jean S. Marlin Trst Dtd 8/1/2006

Allen County Parcel No.: 02-03-31-202-005.000-042:

I.136a of Frl W 250 of E 1170.8 Ft W of SR 1 & S of N 250 Ft NE ¼ Sec 31

Address: 11808 Sonata Drive

Current Owner: Robert L. Havener

Allen County Parcel No.: 02-03-31-201-005.000-042:

E 247.6 of W 547.6 Ft N of Resline NE ¼ Ex W 123.8 of N 250 Ft & Ex SW 1.29ac & Ex SE-Ly

Address: 11811 Sonata Drive

Current Owner: Steven A. II & Mary E. Herendeen

Allen County Parcel No.: 02-03-31-202-010.000-042:

S 170 of N 998.5 of Frl E 224.5 Ft W of SR 1 NE ¼ Ex Pt to State & Rd & Ex E-Ly 61.3 Ft Sec 31

Address: 11535 S.R 1 (Leo Rd)

Current Owner: Diane E. Steury Trs.

Allen County Parcel No.: 02-03-31-202-009.000-042:

S 102.5 of N 889.8 of E 225.3 Ft NE ¼ W of S.R. 1 Sec 31 Ex Pt to Rd

Address: 11701 / 11703 S.R 1 (Leo Rd)

Current Owner: Frederick V. & Diane E. Steury

Allen County Parcel No.: 02-03-31-202-008.000-042:

S 81.5 of N 787.3 of E 225.3 Ft NE ¼ W of S.R. 1 Sec 31 Ex Pt to Rd

Address: 11705 / 11707 S.R 1 (Leo Rd)

Current Owner: Frederick V. & Diane Steury

Allen County Parcel No.: 02-03-31-202-007.000-042:

Frl S 357.3 of N 705.8 of Frl E 225.3 Ft NE ¼ W of S.R. 1 Sec 31 Ex Pt to Rd

Address: 11709 / 11711 S.R 1 (Leo Rd)

Current Owner: Frederick V. & Diane Steury

Allen County Parcel No.: 02-03-31-227-001.000-042:

S 150 of N 575.5 of W 225 ft S & E of S.R. 1 NE ¼ Sec 31 & Ex Pt to State

Address: 11736 S.R 1 (Leo Rd)

Current Owner: Joan D. Shoaff

Allen County Parcel No.: 02-03-31-103-001.000-042:

Twin Trails Sec I Lot 1

Address: 5514 The Prophets Pass

Current Owner: Kenneth E. & Margaret M. Hartman

Allen County Parcel No.: 02-03-31-102-001.000-042:

Twin Trails Sec I Lot 16

Address: 5515 The Prophets Pass

Current Owner: James D. & Marsha M. Wulpi

Allen County Parcel No.: 02-03-31-103-002.000-042:

Twin Trails Sec I Lot 2

Address: 5528 The Prophets Pass

Current Owner: Donald E. Sailer Trs of the Donald E. Sailer Revocable Trust U/D/T did 6/17/08 Int & Mary E. Sailer Trs of the Mary E. Sailer Revocable Trust U/D/T did 6/17/08 ½ Int

Allen County Parcel No.: 02-03-31-102-002.000-042:

Twin Trails Sec I Lot 15

Address: 5533 The Prophets Pass

Current Owner: Scott & Jada Alexander Sackschewsky

Allen County Parcel No.: 02-03-31-104-001.000-042:

Twin Trails Sec I Lot 4

Address: 5616 The Prophets Pass

Current Owner: Kevin C. Cogdell Trs

Allen County Parcel No.: 02-03-31-102-003.000-042:

Twin Trails Sec I Lot 14

Address: 5619 The Prophets Pass

Current Owner: Loren M. & Rhonda J. Woody

Allen County Parcel No.: 02-03-31-104-002.000-042:

Twin Trails Sec I Lot 5

Address: 5630 The Prophets Pass

Current Owner: Donald J. & Mary Lisa Barta

Allen County Parcel No.: 02-03-31-102-003.000-042:

Twin Trails Sec I Lot 14

Address: 5631 The Prophets Pass

Current Owner: Tracy & Jonelle A. Witte

Allen County Parcel No.: 02-03-31-102-005.000-042:

Twin Trails Sec I Lot 12

Address: 5707 The Prophets Pass

Current Owner: Gregory T. Vance

Allen County Parcel No.: 02-03-31-102-004.000-042:

Twin Trails Sec I Lot 13

Address: 5710 The Prophets Pass

Current Owner: Dana L. Furthmiller

Allen County Parcel No.: 02-03-31-102-006.000-042:

Twin Trails Sec I Lot 11

Address: 5719 The Prophets Pass

Current Owner: John Riser

Allen County Parcel No.: 02-03-31-104-004.000-042:

Twin Trails Sec I Lot 7

Address: 5722 The Prophets Pass

Current Owner: Thomas E. Hall & Linda M. Jackson

Allen County Parcel No.: 02-03-31-102-007.000-042:

Twin Trails Sec I Lot 10

Address: 5725 The Prophets Pass

Current Owner: Karl Wilson

Allen County Parcel No.: 02-03-31-104-005.000-042:

Twin Trails Sec I Lot 8 Ex Frls 242.4

Address: 5728 The Prophets Pass

Current Owner: Chung Seng Lee & Shui Shih

Allen County Parcel No.: 02-03-31-102-008.000-042:

Twin Trails Sec I Lot 9

Address: 5734 The Prophets Pass

Current Owner: Alfred Stovall

Allen County Parcel No.: 02-03-31-101-002.000-042:

S 120 of N 292 of W 253.4 Ft NW ¼ Sec 31 Ex .16 A Tr

Address: 11714 Tonkel Road

Current Owner: Diane E. Steury Trs.

Allen County Parcel No.: 02-03-31-126-005.000-042:

Woodstone Valley Lot 4

Address: 11610 Woodstone Place

Current Owner: Donald D. & Velma J. Maier L/Est & Co-Trs

Allen County Parcel No.: 02-03-31-126-004.000-042:

Woodstone Valley Lot 5

Address: 11615 Woodstone Place

Current Owner: Fred J. & Kay R. Dittmann

Allen County Parcel No.: 02-03-31-127-004.000-042:

Woodstone Valley Lot 3

Address: 11620 Woodstone Place

Current Owner: Gary L. & Deborah Joan Gotsch

Allen County Parcel No.: 02-03-31-126-003.000-042:

Woodstone Valley Lot 6

Address: 11625 Woodstone Place

Current Owner: David & Michelle A. Bailey

Allen County Parcel No.: 02-03-31-127-003.000-042:

Woodstone Valley Lot 2

Address: 11630 Woodstone Place

Current Owner: Eric C. & Sonnie E. Lamb

Allen County Parcel No.: 02-03-31-126-002.000-042:

Woodstone Valley Lot 7

Address: 11717 Woodstone Place

Current Owner: Troy D. & Abby M. Slattery

Allen County Parcel No.: 02-03-31-127-002.000-042:

Woodstone Valley Lot 1

Address: 11726 Woodstone Place

Current Owner: James K. Davison Trs of the Davison Trust Dtd 9/2/2003

Allen County Parcel No.: 02-03-31-126-001.000-042:

N 330 Ft of W 462 ft of E 1273 ft NE ¼ NW ¼ Sec 31

Address: 11727 Woodstone Place

Current Owner: Scott W. Harrold

Allen County Parcel No.: 02-03-31-127-001.000-042:

W 361 ft pf E 751 Ft of S 290 of N 330 Ft NW ¼ Sec 31

Address: 11730 Woodstone Place

Current Owner: Jeffrey S. & Amy D. Oehler