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2	BILL NO. S-18-09-06
3	SPECIAL ORDINANCE NO. S
4	AN ORDINANCE approving REIMBURSEMENT
5	AGREEMENT FOR STATE BLVD PHASE II (\$808,944.00) between INDIANA MICHIGAN
6	POWER COMPANY and the City of Fort Wayne, Indiana.
7	mana.
8	NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
9	COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:
10	COUNCIL OF THE CITT OF FORT WATNE, INDIANA.
11	SECTION 1. That the REIMBURSEMENT AGREEMENT FOR
12	STATE BLVD PHASE II by and between INDIANA MICHIGAN POWER
13	COMPANY and the City of Fort Wayne, Indiana, is hereby ratified, and
14	affirmed and approved in all respects, respectfully for:
15	All labor, material, equipment, preliminary and construction
16	engineering costs, administrative costs, eligible property costs, and/or contracted services, etc., necessary for the
17	relocation of transmission power poles and lines associated
18	with the State Blvd. Phase II Road Improvements project between Clinton and Cass Streets;
19	involving a total cost of EIGHT HUNDRED EIGHT THOUSAND NINE
20	HUNDRED FORTY-FOUR AND 00/100 DOLLARS - (\$808,944.00).
21	A copy of said Agreement is on file with the Office of the City Clerk and made
22	available for public inspection, according to law.
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SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor. Council Member APPROVED AS TO FORM AND LEGALITY Carol Helton, City Attorney

DIGEST SHEET

Department: Transportation Engineering
Resolution Number: N/A (W/O# 12030)
<u>Title of Ordinance:</u> I&M Power Reimbursement Agreement – State Blvd Phase II
Awarded To: Indiana Michigan Power Power Company
Amount of Contract: Original contract amount of \$808,944 (80% Federally funded)
Number of Bidders: N/A
Description of Project (Be Specific): Contract is between the City of Fort Wayne and I&M for the relocation of transmission power poles and lines associated with the State Blvd Phase II Road Improvements project between Clinton and Cass Sts. The fees represent the following:
 138 kV overhead transmission line relocation 69 kV overhead transmission line relocation 34 kV overhead transmission line relocation, and Construction Engineering
What Are The Implications If Not Approved: The improvements to State Blvd will not occur.
If Prior Approval Is Being Requested, Justify: N/A
Additional Comments:
Patrick Zaharako 8/14/18
Signature Date

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT

Agreement Amount \$808,944.00	Des No. <u>1005154</u>		
Agreement Type Standard	Project No. <u>1005154</u>		
Work Description Relocating existing	Road State Boulevard		
Transmission electric facilities	County Allen		
THIS AGREEMENT, made and entered into this	1th day of Jule		
20 \(\frac{\beta}{D} \), by and between Indiana Michigan Power Company, an Indiana corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio, 43215			

City of Fort Wayne
Citizens Square
200 East Berry Street, Suite 425

(hereinafter referred to as the "Utility"), and

Fort Wayne, Indiana 46802

Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

WITNESSETH:

WHEREAS, the Local Public Agency desires to improve and/or maintain the condition of the above referenced road and has determined that the construction designated by the above project number (hereinafter referred to as the "project") is necessary for the improvement and/or maintenance of the roadway;

WHEREAS, the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as "State") has agreed to recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, the State will advertise for bids for construction of the project, award the contract, supervise the construction of the project and act as liaison agent for the Local Public Agency with the Federal Highway Administration;

S, the project will require certain adjustments, removals, alterations s of the existing facilities of the Utility will have to be made as shown at Exhibit "A", attached hereto and incorporated by reference;

<u>an againe sa alla againe al again aire againn tagh a againthiúir al 1776 casan an forail ag bha againtí aga ag 1775</u>

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide), dated December 9, 1991, and 23 CFR 645 Subpart A, incorporated by reference, in order to receive reimbursement for the costs of the adjustments, removals, alterations and/or relocations of the existing facilities of the Utility;

WHEREAS, it is in the best interests of the Utility and the Local Public Agency, for the Utility to make the necessary adjustments, removals, alterations and/or relocations of its existing facilities as shown on Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANT HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION I - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall make the necessary adjustments, removals, alterations and/or relocations to its existing facilities in the following manner:

[Circle (1) and/or (2)]

- (1) With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.
- (2) By an approved contractor as set forth in 23 CFR 645.109, 645.111 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached Exhibit "B", incorporated by reference, and prepared in accordance with 23 CFR 645.113.

Exhibit "B" shall include an itemized estimate of all anticipated costs, including but not limited to, materials, labor, equipment costs, preliminary and construction engineering costs, administrative costs, eligible property costs, and or contracted services. Each item shall be shown as a 'per unit' cost. Professional services cannot be listed as a percentage of the total cost.

SECTION II - WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this agreement until written authorization has been given the Utility by the Local Public Agency or until a satisfactory starting date has been established with the Local Public Agency's project coordinator.

SECTION III - SUBORDINATION OF RIGHTS

The existing facilities (are) (are not) located on public right of way. If such facilities are located on property, other than public right of way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this agreement, shall subordinate the Utility's rights to those of the Local-Public Agency in the highway right of way prior to final payment by executing an individual subordination agreement.

SECTION IV - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by the Local Public Agency.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans, and estimate the Utility shall inform the Local Public Agency as soon as practical upon discovery. The Utility shall also notify the Local Public Agency of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the address of the Local Public Agency listed on Page 1 of this agreement

Notification shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

SECTION V - STANDARD PAYMENT METHOD / PROGRESS BILLING

The Utility may, once the Utility has accumulated \$1,000.00 of expenses, submit one request for payment per calendar month for work covered by this agreement. The utility shall attach an itemization of costs incurred with each request for payment. This itemization of costs shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B"

The Local Public Agency will reimburse the utility for any item of worth or expense involved if performed at the written direction of the Local Public Agency. The Utility will be reimbursed for its actual costs of the work described in Exhibit "A" upon presentation of itemized bills to the Local Public Agency from the Utility.

. Na nakang katang katang palimbanda Pitata i Kinatalan pitata nakatah di natatah pagapa nakatang (tabu pitatah natata)

Progress payments made by the Local Public Agency to the Utility shall not exceed ninety-seven percent (97%) of the estimated cost of the completed work. Reimbursement for progress billings shall be paid within sixty (60) days of receipt.

Partial payment shall not abrogate the Local Public Agency's or the State's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final request for payment and the resolution of any audit performed in accordance with Section IX of this agreement.

SECTION VI - LUMP SUM PAYMENT METHOD

The Utility may elect to petition the Local Public Agency for payment of its expenses by Lump Sum. Such petition shall include Exhibits "A" and "B" along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by this payment method.

The Local Public Agency may make payment to the utility by lump sum if the total cost for the adjustments, removals, alterations, and/or relocations do not exceed \$25,000.00. Lump sum payments in excess of \$25,000 will be made only if in the best interests of the public in accordance with 23 CFR 645.113(f) and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one request for payment no later than ninety (90) days after the work is completed. No amount in excess of the agreed amount in Exhibit "B" shall be reimbursed.

SECTION VII - FINAL BILL

The Utility shall present its final itemized bill accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final itemized bill. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed by the State to support such invoice.

Upon receipt of a final bill, the Utility shall be reimbursed for such items of project work, expense and retainage within ninety (90) days after the resolution and issuance of any audit performed in accordance with Section IX.

SECTION VIII - RECORDS

The Utility accounts and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available for audit by auditors of the State, the Federal Highway Administration, and/or the Local Public Agency for a period of not less than three (3) years from the date final payment has been received by the Utility In accordance with 23 CFR 645.117.

Upon completion of the Utility's work, the Indiana Department of Transportation's Division of Accounting and Control may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR Part 31.

If the audit resolution shows that the Utility has been overpaid, the Local Public Agency shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay the Local Public Agency within thirty-five (35) days after receipt of such bill and the Local Public Agency shall remit the Federal share to the State.

SECTION IX - DISCRIMINATION

Pursuant to IC 22-9-1-10, the Utility, its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

The Utility shall comply with the Regulations relative to Nondiscrimination in federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, incorporated by reference.

SECTION X - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where said Department of Transportation and/or the Local Public Agency his been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect

to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation, the State, or the Local Public Agency.

SECTION XI - INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION XII - PENALTIES/INTEREST/ATTORNEY'S FEES

The Local Public Agency will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 at seq.

SECTION XIII - GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION XIV - BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION XV - NON-COLLUSION AFFIDAVIT

The Utility shall execute a Non-Collusion Affidavit, notarized with a seal, which is attached hereto and incorporated by reference. If the Utility is a governmental entity, the execution of a Non-Collusion affidavit shall not be required.

SECTION XVI - MAINTAINING A DRUG-FREE WORKPLACE

- (A) The Utility and its subcontractors, if any, covenant and agree to make a good faith effort to provide and maintain during the term of this agreement a drug-free workplace, and that written notice will be given to the contracting Local Public Agency and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Utility has been convicted of a criminal drug violation occurring in the Utility's workplace.
- (B) In addition to the provisions of paragraph (A) above, if the total contract amount set forth in this agreement is in excess of \$25,000.00, the Utility and its subcontractors, If any, hereby further agree that this agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free

Workplace certification executed by the Utility in conjunction with this agreement and which is appended as an attachment hereto.

(C) It is further expressly agreed that the failure of the Utility and its subcontractors, if any, to in good faith comply with the terms of paragraph (A) above, or falsifying or otherwise violating the terms of the certification referenced in paragraph (B) above, shall constitute a material breach of this agreement, and shall entitle the State and the Local Public Agency to impose sanctions against the Utility and its subcontractors, if any, including, but not limited to, suspension of contract payments, termination of this agreement and/or debarment of the Utility and its subcontractors, if any, from doing business with the State and the Local Public Agency for up to three (3) years.

SECTION XVI - BUY AMERICAN CERTIFICATION

The Utility agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of Indiana Code 5-16-8-1, et al. and 23 CFR 635.410.

March 26, 2013

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IN WITNESS HEREOF the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTLITY:	ATTEST:
thomas SH	1/1/
American Electric Power	(Secretary of Utility-Signature)
Thomas Schaffer Manager, Transmission Right of Way	Thomas G. Berkemever
(Sign Arried Parties Power Service Corporation	(Secretary's Name, Printed or Typed)
(Officer's Name, Printed or Typed)	
(Officer's Position)	
ACKNOWLE	EDGEMENT
State of Ohio County of F	ranklin ss:
Before me, the undersigned Notary Public in	and for said County and State, personally
appeared Thomas Schaffe (Names and offices)	of signers of Utility)
(Name o	wer Company f Utility)
and acknowledged the execution of the foreg	going contract on this 4 day of 4
2018.	J
Witness my hand and seal the said last day.	. A
My Commission Expires 100 172021	Octoria & Dunfoe (Signature)
VICTORIA L DUNFEE NOTARY PUBLIC FOR THE STATE OF OHIO COMMISSION EXPIRES APRIL 17, 2021	(Printed or Typed) (Notary Public)

FOR:			
City of Fort Wayne			
Shaw Gunavardena (Typed or Printed Name)	Michelle Walk (Typed or Printed Name)		
Kumae Mewow (Typed or Printed Name)			
Mike Chila			
Mile Anila			
(Typed or Printed Name)			
ACKNOWLED	OGEMENT		
State of Indiana, County of <u>Ludiana</u> , SS:			
Before me, the undersigned Notary Public in and for the County and State, personally			
appeared Stan Gruna Wardena, Kumer	Henon Mike Aula, Michelle Fulk		
and acknowledged the execution of the foregoing contract on this $1 \le T$ day of $1 \le T$			
MICHELLE R NELSON My Commission Explayer Public - Seal State of Indiana Allen County My Commission Expires Nov 6 20	Michelle R. Wolson (Signature)		
(a.c.)	Michelle In. Welson		
(seal)	(Printed or Typed) (Notary Public)		
This document prepared by:			

EXHIBIT "A" SHEET 1 of 16



Date: 09/31/17

Subject:

Utility Relocation Work Plan for:	Indiana Michigan Power Company
Facility Type:	Electric

Section 1: General information

A. INDOT/LPA Project Information

1. DES NO.:	1005154
2. Route Number:	State Blvd.
3. Location:	Cass Street to Clinton Street
4. Work Type:	Road Reconstruction
5. Letting Date:	11/15/18
6. Date Work Plan Needed	01/01/18
7. Target Date for Utility to be out of conflict with INDOT Project	9/10/18
Intermediate Phase	N/a
Intermediate Phase	N/a

B. Utility Designated Contact - Information

1.	Designated Contact Name:	Nick Parente
2.	Office telephone:	614-933-2030
3.	Mobile telephone:	419-618-6019
4.	Email address:	nzparente@aep.com
้เก๋	Agency name	American Electric Power
6.	Address:	8500 Smith's Mill Road
7.	City, State, Zip Code:	New Albany, Ohlo,
8.	Construction Emergency Contact:	7
	Name:	James Pauley
	Number:	260-408-1383

C.	By signing here, the Utility has determined to the best of their ability that they do not have facilities within
	the project area:

Signature of Utility Representative	Print Name	Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

1 | Page

Revised 02/11/2015

EXHIBIT "A" SHEET 2 of 16



D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Natalle Parks, P.E.
2.	Office Telephone:	(317)547-5580
3.	Mobile Telephone:	(317)523-7517
4.	Email Address:	nparks@structurecoint.com utilitycoordination@structurepoint.com
5.	Agency Name:	American Structurepoint, inc.
6.	Address:	7260 Shadeland Station
7.	City, State, Zip Code	Indianapolis, IN 46256

Section 2: A narrative description of the facility relocation that will be required. (IAC 13-3-3(c))

- A. Describe what types of existing active and inactive facilities are present.
 - 1.) Active
 - a. 138 kV overhead transmission line.
 - 69 kV overhead transmission line.
 - c. 34 kV overhead transmission line.
- B. Describe the location of existing active and inactive facilities.
 - 1.) Active
 - a. 138 kV overhead transmission line. Line primarily runs south to north between Cass and North Wells Street. One span runs east to west just north of West State Bivd. The line Crosses W. State Bivd. just west of Cass Street
 - 69 kV overhead transmission line. Runs primarily north to south between Westbrook Drive and Cass St. Line Crosses W. State Blvd approximately 275 feet west of Westbrook Drive.
 - c. 34 kV overhead transmission line. Runs primarily north to south between Westbrook Orive and Cass St. Line Crosses W. State Bivd approximately 225 feet west of Westbrook Drive.
- C. Describe what will be done with existing active and inactive facilities.
 - 1.) Active
 - a. 138 kV overhead transmission line. Remove one (1) pole(Structure 58B) from the northwest corner of Cass and W. State Blvd. Remove one (1) Stub guy pole from the Northeast corner of Cass St. and W. State Blvd. Remove one (1) Sub guy pole from the southwest corner of Cass St. and W. State Blvd.
 - 69 kV overhead transmission line. Remove one (1) pole immediately north of W. State Blvd.
 - c. 34 kV overhead transmission line. Remove one (2) poles immediately north of W. State Blvd (Structure 112, 113). Structure 112 will need to be replaced due to the new required location of Structure 113.

EXHIBIT "A" SHEET 3 of 16



- D. Describe the details of the proposed new facilities.
 - a. 138 kV overhead transmission line. A new steel pole and custom concrete caisson foundation will be constructed in the northwest corner of Cass St. and W. State Bivd. The new pole will also carry existing distribution and communication lines.
 - 69 kV overhead transmission line. A new direct embedded steel pole will be constructed.
 Pole will also carry existing communication lines.
 - 34 kV overhead transmission line. (2) Two new direct embedded steel poles will be constructed. Poles will also carry existing distribution and communication lines.
- E. Describe the proposed location of the new facilities.
 - a. 138 kV overhead transmission line. Pole will be placed approx. 30 feet north of W. State Bivd and 10 feet West of Cass St. north and west of the proposed/existing road Right-of-Way.
 - 69 kV overhead transmission line. Pole will be placed approx. 70 feet North of W. State Blvd. beyond the proposed road Right-of-Way within existing utility easement.
 - 34 kV overhead transmission line. Poles will be placed, approx. 70 and 180 feet North of W. State Blvd. beyond the proposed road Right-of-Way within existing utility easement.
- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received 01/06/2017

Signature of Utility Representative	Print Name	Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. (IAC 13-3-3(c) (2) (B)).

The existing 138 kV transmission line will require a supplemental easement from property owner(s) as a result of the proposed relocation.

The existing 69 kV transmission line will require a supplemental easement from property owner(s) as a result of the proposed relocation.

The existing 34 kV transmission line will require a supplemental easement from property owner(s) as a result of the proposed relocation.

EXHIBIT "A" SHEET 4 of 16



POUNDLIST INE FOR

<u>Section 4:</u> A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

AEP requires pre-screened, qualified electrical workers to perform AEP line work. Due to safety concerns of working with energized lines, AEP (Indiana Michigan Power) is not willing to allow INDOT contractor to do the required work.

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	90
В.	The expected lead time in calendar days to obtain materials:	180
C.	The expected lead time in calendar days to schedule work crews:	60
D.	If the contractor is being selected by competitive bid what is the date of selection?	N/a - Decision to bid has not been determined.
E.	The expected lead time in calendar days to obtain new property interests:	180
F.	The earliest date when the utility could begin to implement the pre- construction activities of the work plan:	09/01/17
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	180

Section 6: The Utility Construction Scheduling Information. (IAC 13-3-3(c) (4), IAC 13-3-3(c) (5))

A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. (IAC 13-3-3(c)(2)[A)(i)]

Required work requires the relocation of AEP distribution wires and AEP and Non-AEP communications wires,

B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]

AEP Transmission requires the proposed new INDOT/City of Fort Wayne public road right of way to be defined and committed, or secured, and may require pre-construction staking by the INDOT/City of Fort Wayne surveyor. AEP Transmission requires the location and height of all proposed street light poles and traffic signal support pole and masts to be provided and committed prior to transmission line design.

C. How many calendar days after the events identified in Sec 6 A and 8 are completed can the utility begin construction:

30

D. The number of calendar days to complete the relocation work:

90 – Could vary depending on electrical demand in the area and the availability of time to take the line out of service for construction.

EXHIBIT "A" SHEET 5 of 16



Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

See attached

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3[d]]

a. 138 kV overhead transmission line.
 b. 69 kV overhead transmission line.
 c. 34 kV overhead transmission line.
 5178,237
 TOTAL:
 \$808,944

<u>Section 9</u>: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

See attached.

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:		
A relocation permit from INDOT/LPA:	X	
(Note: Double-click on box in Yes or NA to mark it with an "X") Submitter Signature	10/2/17 Date	
Nick Parente Submitter Name Printed		

EXHIBIT "A" SHEET 6 of 16



AMPC COLUMN (NEED) FOUNDITIES I CHEED! INDOT/LPA use only below this point	DOT/i PA use only h	olow this poir	nt
· · · · · · · · · · · · · · · · · · ·	•	·	
INDOI/LPA use only below this point ————————————————————————————————————	DOI/LPA use only be	iow this poir	ıt
.a) is compatible with department permit requirements .b) is compatible with the project plans .c) is compatible with the construction schedule .d) is compatible with other utility relocation work plans .a) has reasonable relocation scheme			
Section 11: The Department shall review the work plan to ensure the	aat lt: [IAC 13-3-3(e)]		
Description	Yes	No	Initials
(1.a) is compatible with department permit requirements	鳌	2	
(1.b) is compatible with the project plans	<u> </u>		
(1.c) is compatible with the construction schedule	, 8		
(1.d) is compatible with other utility relocation work plans		<u>s</u>	
(2.a) has reasonable relocation scheme	盟	2	""
(2.b) has a reasonable cost for compensable work	8		
(Note: Double-click on box under Yes or No to mark it with an "X"			
Comments on any sections (1,a – 2.b) that were marked No:			
Reviewer Signature	Date		

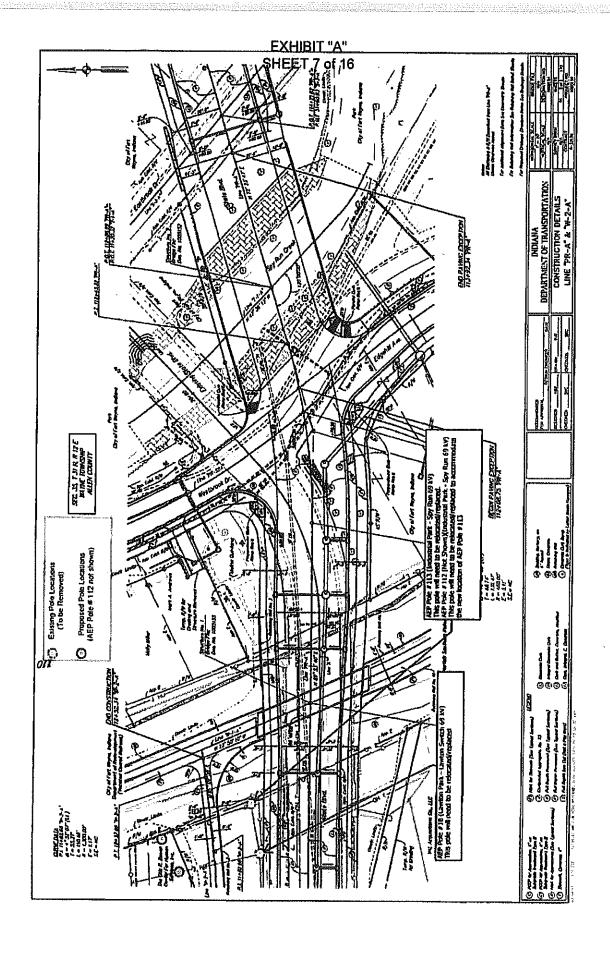
Section 12: Approved Work Plan. [IAC 13-3-3(f)]

Reviewer Name Printed

I have reviewed the work plan and found it acceptable.

Project Manager Signature Date

Project Manager Name Printed



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THIS INDERTURE WITHINGTH That Indians Service Corporation, An Indiana Corporation (bersin first referred to as "granter") quitolaims to Perry E. Canfield, of Allan Gounty, in the State efferred to as "granter") for and in consideration of the sum of the of Indiana (hersinattor referred to as "grantes"), for and in consideration of the sum of the of Indiana (hersinate) as a sum of the sum of the bollar (DI.00) and other good and valuable considerations, in the State of Indiana, to-ultimo-following described real estate situated in Allen County, in the State of Indiana, to-ultimo-following described real estate situated in Allen County, in the State of Indiana, to-ultimo-following described real estate situated in Allen County, in the State of Indiana. The Front of Magnetic States of the Service Corporation of the State of Indiana, to-vit;

All the right of way of the Indiana Service Corporation of North Mivision (now abandoned)
attuate in the city of Fort Mayne, immediately adjoining and abutting on the westerly side of the
of way of the Fort Mayne, Jankson and Magnet Railroad (now a part of the New York Control Line
of way of the Fort Mayne, Jankson and Magnet Railroad (now a part of the New York Control Line
of May of the Fort Wayne, Jankson and Magnet Railroad (now a part of the New York Control Line
of the Present of the Property line of State Squievard to the north line of Low You of
and extending from the north property line of State Squievard to the recorded plat thereof
Present Place Second Addition to the city of Fort Mayne, according to the recorded plat thereof
Present Place Second Addition to the city of Fort Mayne, according to the recorded plat thereof
The Grideland Flowing and city of the Second Seco intropresental and unaward a survey continue to F. Freiffer and Charlotte E. Pfeiffer, his wife, 1266, 7ngs 190, and 1900 and 1866 and 1866. Page 193, and in the resorted of the Recorder producted Hovemberg 1900 and the second product of the Country Indiana.

The showe described real ontate is conveyed subject to, and the grantor saves, excepts and the showed described real ontate is conveyed subject to, and the grantor of the bregoing conveyed to the grantor of the bregoing conveyed to the grantor, its successors and assigns, a right of way and perpetual casement to construct to the grantor, its successors and assigns, a right of way and perpetual casement to construct to the grantor, its successors and assigns, a right of way and perpetual casement to construct to the grantor, its successors and assigns, a right of way and perpetual casement to construct the towers, pales, a traditional and selly of clockrical energy, and a line of lines of pipe with the towers, pales, a traditional and selly of clockrical energy, and a line of lines of pipe with the towers, pales, a traditional and selly of clockrical energy, and a line of lines of pipe with the towers, pales, a traditional and selly of clockrical energy, and a line of lines of pipe with the towers, pales, and the product of the grantor is a reserved and granted for the product of privileges hereomore, but instead and seasons that it was a subject to the product of the 21703
This Indenture Witnesseth, That Lieya 5; Grodrian and Ruth H: Grodrian, husband and wife; Allen County, in the State of Indiana Convey and Warrent to Marion F. Sickel, unmarried and ovat of an order of the nige of the property on years, of Allen County, in the State of Indiana, for and in consideration of the County of the State of Indiana, for and in consideration the following described Real Estate in Allen County in the State of Indiana, to-Witt. Lot 16 Enthopriss Third Addition in the City of Fort Wayns, according to the plat thereof, recorded in Plat Record B, page 25, in the office of the Recorder, of said county; Subject to the tares for the year 1945, due and payable in the year 1946 and all subsequentaxes and assessments.

All Grantors represent and state that they ere elitizens of the United States of America, and it is residing continuously within the United States of America, and it end residing continuously within the United States of America, and it end residing continuously within the United States of America, 1940; that they have been desired of America, 21 and prior to April 8, 1940; the country or asid Grantors is suting directly or indirectly in any opposity whatsoever for any for

White is a set of the control of the set one-half (1/2) of Lot \$639 in Flat B. in sinks to set the filt of fort Wayne, according to the recorded plet thereof. If Witness independ, The seld Carl/Rayler and Carldina kayer, husband and wife, has here in the third hands and scale, this list day of Warely 1948.

(Revenue Stamps 555)

(Revenue Stamps 556)

(Revenue Stamps 556) ild id ų į 200 Mile Mile (IF BE ishi:

This indisture wirescipt ther indiene Service Corporation, an Indiene Corporation (hereininterinferred to as "granter"); quitoleine to Minnesota Linesed oil Faint ("Or. of Allen
Obinty, in the State of Indiane (hereinefter referred to as "grantee"), for and in some ideration of the sum of one Bollar (\$1.00) and other good and valuable counterations, the receipt
whereof is berbby schnowledged, the following described real estate situated in Allen County,
In the State of Indiana, to wit: MAIL In the State of Indians, to wit:

All the right-of-way of the Indiana Service Corporation a North Division (now shandoned)
insellately adjoining had abutting on the westerly side of the right-of-way of the Fort Wayns,
Isekan, and Saginaw Saliroad Company (now a part of the New York Bentral Lines) extending
from the north property line of Jacobe Avenus to the south property line of State Souleward
and Salir Right-of-way being more particularly described in the following deeds to the Tolsdo
and Chicago Interurban Relivey Company, to-wit:

Farnal 1. Astrip of land situate in Section Thirty-five (35), Township Thirty-one (31)
North, of Manny, Towns of 19 Section and Seginaw Relived Company, and the north line of
the Jacobs. Road, and running thenge west on the north line of and road to a point fifty (50)
feet distant from said right-of-way one, hundred sixty-five (165) feet, to the north line of a
liter, west line, of anid right-of-way one, hundred sixty-five (165) feet, to the north line of a
litter, (15) Loot alley; thence select on the north of alley to the west line of said rightof-way to the place of beginning, being the same strip of land se was deceded to the Toldo
and Chicago Interurban Mailway Company by John H. Jacoba in a deed recorded Hovembor 27, 1905
lin Deed Record Book 1868, Page 437 of the recorde of Aller County, Indiana. HEALT. 10年10日 mil. and Onloses in Services Mailway Company by John H. Jamoba into deed reported November 27, 1908 in Deed Record Book 185, Page 437 of the resorde of Allen County, Indiana.

Persel & A strip of Land of a uniform width or fifty (80) feet, situate in and being a pert of Section Thirty-five (35), Township Thirty-one (31) Morth, of Hange Twelve (12) East, immediately edds of the right-of-way of the Port Nayne, James and Claudium Brownwam and Claudium Brownwam on the managery, and extending from the land farmerly would by Thomas and Claudium Brownwam on the beauty of the same strip of land as was deaded to the Toledo and Chitago Interurban Railway Company by Lavi H. Meafes, et al. in a deed recorded November 27,1005 in Deed Record Book 186, Fage 439 of the records of Allan County, Indians.

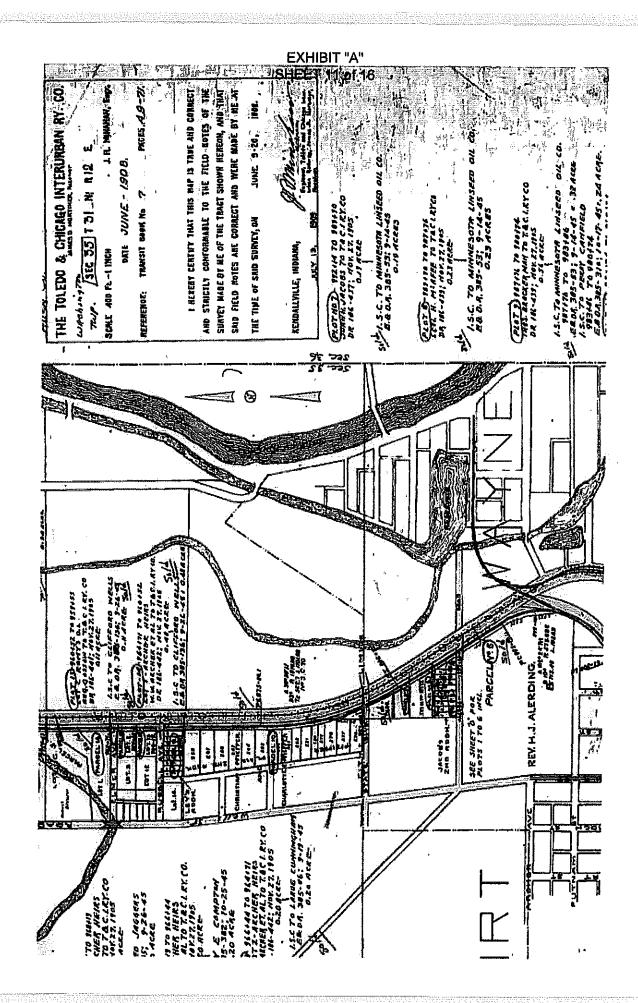
Farely S. A strip of lard mibuate in and being a part of the southeast quarter of Rabtion Thirty-five (18), Township Thirty-one (31) North, of Range Twelve (11) East, Immediately Adjoining and abutting on the weaterly side of the land formerly comed by Christian C. Faiffer by the incrtiwest; saibhest triy across granter's land to a point three hundred fifty (130) feet on the continuent of the southeast will be said strip of land being of a uniform which of the right-of way of the Fort Wayne, Jackson and langing Rost the continuent, and the northwest; saibhest triy across granter's land to a point three hundred fifty (150) feet northwesterly from the survey on the southeast, said strip of land being of a uniform which of thirty-three (33) feet from the northwesterly filed point one hundred fifty (150) feet northwesterly from the survey of the season arrap of land see a strip of land see and dead to the right of the granter and the filed point one hundred fifty (150) feet northwesterly from the survey of the season of the records of Allan Goupty, Indians.

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EXHIBIT "A" SHEET 12 of 16

PATRICIA J CRICK
RLLEH COUNTY, IN

Doc. Ho. 202031464
Receipt Ho. 11897

DCFD 3.00
DEED 14.00
DEED 5.00
MIGL 1.00
Tabai 33.00

DEED OF EASEMENT

Easement No. 041-AD Map No. 1803 WO No. 047501658

THIS EASEMENT is granted this day of level 2002, by Anchor Indiana, LLC, a limited liability company whose address is: 30 West 3rd Street, Cincinnati, Ohio 45202, hereinafter called AGranton (whether one or more persons) to INDIANA MICHIGAN POWER COMPANY, an Indiana Corporation, whose post office address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana 46801 (hereinafter called the "Grantee").

WITNESSETH:

That in consideration of One Dollar, and other valuable consideration, the receipt of which is hereby acknowledged, and covenants hereinafter set forth, Grantor hereby grants, conveys, and warrants to the Grantee, a permanent easement for an electric transmission line or lines and communication lines, on, over, and through the lands of the Grantor, situated in the State of Indiana, County of Allen, Wayne Township and City of Fort Wayne, Section 35, Township 31-N, Range 12-E.

Grantor claims title by the following instruments recorded in the Allen County Recorders Office.

Document Numbers: 202020119, 202020120, 202007906, 202020116 and 202020122

The easement is described as follows:

"Being more described and shown on Exhibit "A", a copy of which is attached hereto and made a part hereof."

TOGETHER WITH THE FOLLOWING RIGHTS: FACILITIES: The right of the Grantee to construct, reconstruct, operate, maintain, inspect, protect, repair, replace, renew, relocate along the centerline and remove poles with cross arms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and string wires and cables, adding thereto from time to time, on and across said lands. TREES AND OBSTRUCTIONS IN EASEMENT: The right to cut down, trim and otherwise control, and at the Grantee s option, remove from said easement any and all trees, overhanging branches, brush, buildings, structures, or other obstructions except as shown on Exhibit "B", a copy of which is attached hereto and made a part hereof, together with the right to cut down, trim, and otherwise control, and, at the Grantee's option, to remove from the lands of the Granter adjoining said easement any and all other trees which in the opinion of the Grantee may endanger the safety of, or interfere with the construction, operation or maintenance of, said facilities. INGRESS AND EGRESS: Giving the Grantee the right of ingress and egress in and over existing or future roads and lanes and other reasonable routes on said lands, and any of the adjoining lands of the Grantors, for the purpose of exercising and enjoying the rights granted.

AUDITORS OFFICE Duly onlessed for leavalion, Subject to Brus exceptance for transfer.

EXHIBIT "A"

- 1. The Grantor reserves the right to cultivate, partific of therwise use said lands in any way not inconsistent with the rights herein granted. However, no building, structure, advertising device, swimming pool or deep well shall be erected or placed by the Grantor within the easement herein granted.
- 2. The permanent easement shall be 60 feet in width.
- 3. The Grantee agrees to repair or pay the Grantor for damage to stock, growing crops, fences, gates, field tile, drainage ways, drives, lawns, or structures caused by the Grantee in the exercise of the rights herein granted. Grantee agrees to pay the standing timber value, based on Board Measure, at the market price in the vicinity, for any trees cut outside the easement, which are marketable as timber. All claims for damages shall be made at the office of the Grantee at P.O. Box 60, One Summit Square, Fort Wayne, Indiana, 46801, within thirty (30) days after such damages accrue.
- 4. This instrument contains all agreements expressed or implied between the parties herein and shall inure to the benefit of and be binding upon their respective heirs, executors, administrators, lessees, tenants, successors, and assigns.

Signed and Acknowledged in the Presence Of:	ANCHOR ASSOCIATES, LLC, a limited liability company	Indiana				
WENDY BOYER	By: DOUGLAS S. HYNDEN Its: Authorized Member					
State of Ohio, County of Hemelton, ss:						
The foregoing instrument was acknowledged before me this						
	Many marie Rhoads	<u>ر</u>				
	NANCY MARIE RHODES	Notary Public				
My commission expires Octabur 22, 2005. I am a resident of Hamilton County.						
This instrument was prepared by J. F. Quinn, Agent	t for Indiana Michigan Power Company,	on its behalf.				
H-INTERNAL\RW\EAS\cas41AD.doc	• .					
•	NANCY MARIE R Notery Public - State My Commission E Patrober 22, 20	a of Ohio Expires				

EXHIBIT "A" SHEET 14 of 16

EAS 41-AD MAY 1803

Easement No. 41-AD Map No. 1803 Line No. 95-063 Industrial Park-Spy Rnn 138 kV Line

EXHIBIT "A"

<u>LEGAL DESCRIPTION:</u> A 60 foot wide easement over Lots Numbered 313 THRU 318 and the alley laying west of said Lot Number 313 in Pfeiffer Place Second Addition to the City of Fort Wayne, according to the recorded plat thereof, the centerline described as follows:

Starting at the Southwest corner of said Lot Numbered 318; thence northerly, 15.12 feet along the west line of said Lot Numbered 318 to the place of beginning; thence easterly, deflecting right 97 degrees 19 minutes 51 seconds, 145.00 feet parallel with the south line of said Lot Number 318 to the east line of said Lot Number 318; thence northerly, deflecting left 97 degrees 19 minutes 51 seconds, 226.71 feet along the east line of said Lots Numbered 313 TFRU 318; thence westerly, deflecting left 82 degrees 40 minutes 09 seconds, 150 feet parallel with the north line of said Lot Number 313 to the point of terminus. Containing 0.44 acres more or left.

The side lines of said 60 foot wide easement are to be shortened or extended to meet at angle points and to terminate on the north line of said Lot Numbered 313 and the south and west lines of said Lot Number 318.

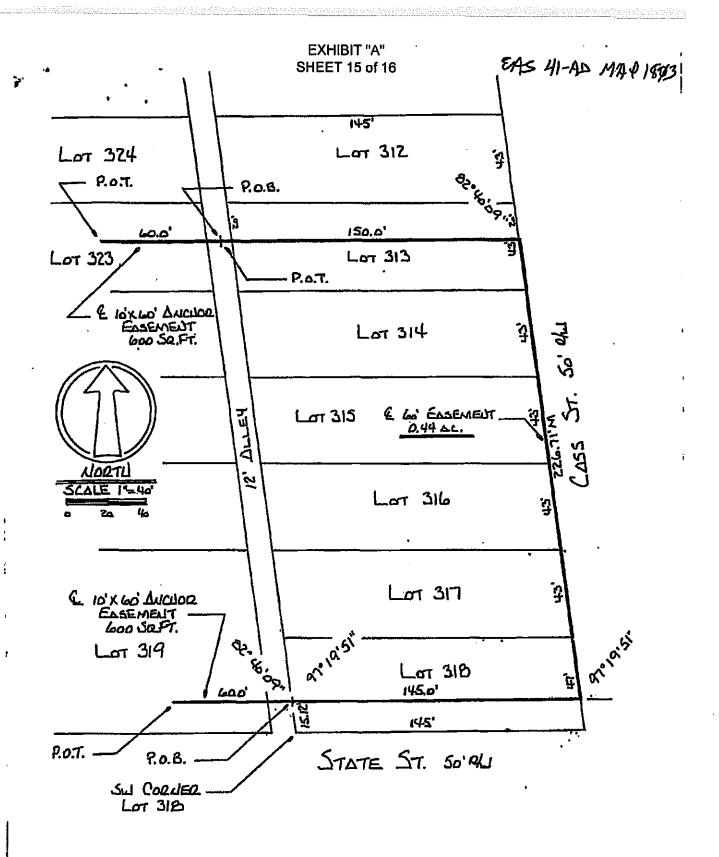
<u>LEGAL DESCRIPTION:</u> A 10 foot wide anchor essement over Lot Numbered 319 and the alley laying east of said Lot Number 319 in Pfeiffer Place Second Addition to the City of Fort Wayne, according to the recorded plat thereof, the centerline described as follows:

Starting at the Southwest corner of Lot Numbered 318 in said Pfeiffer Place Second Addition; thence northerly, 15.12 feet along the west line of said Lot Numbered 318 to the place of beginning; thence westerly, deflecting left 82 degrees 40 minutes 09 seconds, 60.00 feet parallel with the south line of said Lot Number 319 to the point of terminus. Containing 600 square feet more or less.

<u>LEGAL DESCRIPTION:</u> A 10 foot wide anchor easement over Lot Numbered 323 and the alley laying east of said Lot Number 323 in Pfeiffer Place Second Addition to the City of Fort Wayne, according to the recorded plat thereof, the centerline described as follows:

Starting at the Southwest corner of Let Numbered 318 in said Pfeiffer Place Second Addition; thence northerly, 15,12 feet along the west line of said Let Numbered 318; thence easterly, deflecting right 97 degrees 19 minutes 51 seconds, 145,00 feet parallel with the south line of said Let Number 318 to the east line of said Let Number 318; thence northerly, deflecting left 97 degrees 19 minutes 51 seconds, 226,71 feet along the east line of Lets Numbered 313 THRU 318 in said Pfeiffer Place Second Addition; thence westerly, deflecting left 82 degrees 40 minutes 09 seconds, 150 feet parallel with the north line of said Let Number 313 to the place of beginning; thence continuing westerly, 60,00 feet along an extension of the last described line to the point of terminus. Containing 600 square feet more or less.

This description was prepared on February 19, 2002 by Stoody Associates, Professional Land Surveyors, 121 E. Market St., Blufflon, In. at the request of Indiana Michigan Company..



LUDIAND MICHIGAN POLIER CO.

FILE No. 129_41 AD

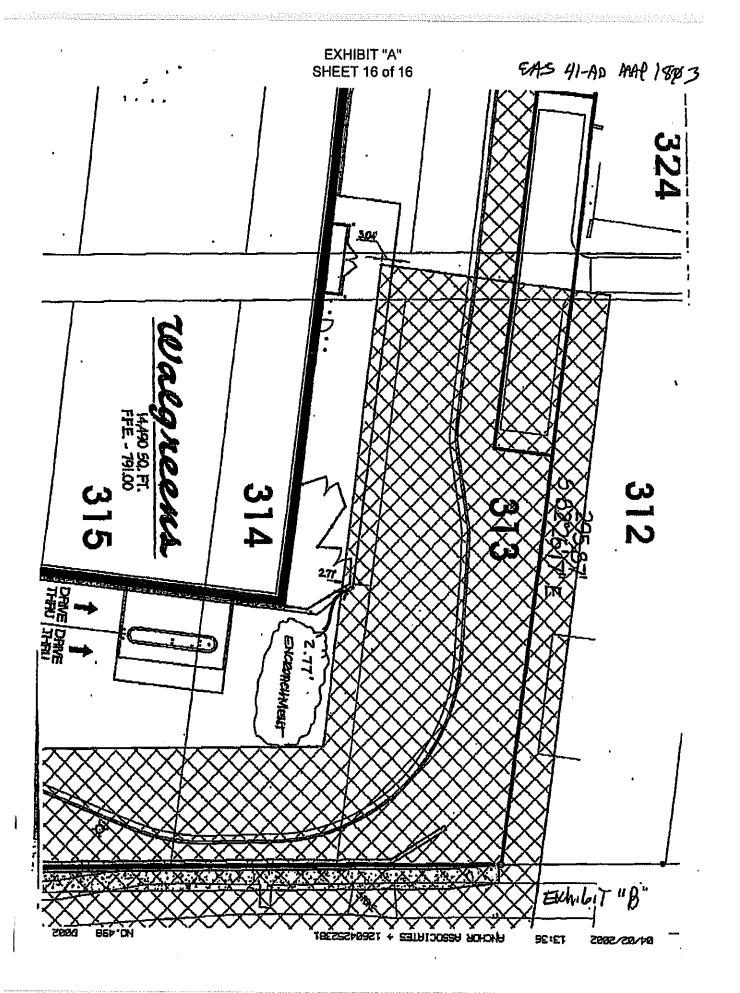


EXHIBIT "B" SHEET 1 of 4

SUMMARY OF COST ESTIMATE

DES NO

1005154

ROUTE NO

State Boulevard, Phase 2

LOCATION

Fort Wayne, Allen County, Indiana

COUNTY

Allen

PROJECT OWNER City of Fort Wayne

UTILITY NAME

American Electric Power TYPE OF FACILITY Transmission Electric

\$	70,568.00
\$	302,628.00
\$	153,722.00
\$	31,615.00
\$	220,761.00
\$	•
\$	-
\$	29,650.00
\$	
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

TOTAL RELOCATION COST

\$ 808,944.00

SUMMARY OF EXPENSES:

Cost to be Borne by Utility Cost to be Borne by Project Owner

\$ 808,944.00

For LPA Projects:

Cost to be Borne by INDOT Cost to be Borne by LPA

80% 20% \$ 647,155.20 \$ 161,788.80

METHOD OF COST ASSIGNMENT:

Work By Utility

Work By Project Contractor

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EXHIBIT "B" SHEET 2 of 4 AEP CUSTOMER REPORT



Phase (Detail) BPID: A17008001 CI: TA1700801 Estimate Title: 138kV_A17008001_Class 3_Relocate 1 Str Industrial Park · Spy Run 1 CPP: Operating Company: Indiana Michigan Power Company Super Project: TA2017008 **COST CATEGORIES** ESTIMATED COSTS / \$ Right of Way \$111,170 Engineering & Project Management \$70,710 Material \$44,937 Construction \$170,157 **AFUDC** (1 Month) \$17,148 CIAC Gross-Up O&M Expense Retirement \$13,488 Distribution Associated Costs Total Estimated Cost of Work to be Approved \$427,610 **ESTIMATED ASSUMPTIONS** Scope/Comments Estimate Creation Date: 06/21/2017 Print Date: 10/02/2017 Estimate Modified Date: Print Time: 11:30:18 AM

10/02/2017

05/08/2017

Engineering Start Date: Construction Start Date:

04/01/2018

In-Service Date:

04/02/2018

EXHIBIT "B" SHEET 3 of 4 AEP CUSTOMER REPORT

Phase (Detail)

BPID: A17008004 CI: TA1700801 Estimate Title: 69kV_A17008004_Class 3_Rebuild 0.1 mi Industrial Park - Spy Run 69 CPP: Operating Company: Indiana Michigan Power Company Super Project: TA2017008 **COST CATEGORIES** ESTIMATED COSTS / \$ Right of Way \$54,796 Engineering & Project Management \$42,770 Material \$17,020 Construction \$70,793 **AFUDC** (1 Month) \$7,835 CIAC Gross-Up **O&M Expense** Retirement \$9,883 Distribution Associated Costs Total Estimated Cost of Work to be Approved \$203,097 **ESTIMATED ASSUMPTIONS** Scope/Comments

Estimate Creation Date: Estimate Modified Date: 06/23/2017

10/02/2017

Print Date: Print Time: 10/02/2017 1:02:15 PM

Engineering Start Date:

05/08/2017

Construction Start Date:

04/01/2018

In-Service Date:

04/02/2018

EXHIBIT "B" SHEET 4 OF 4 AEP CUSTOMER REPORT

Phase (Detail)

BPID: A17008003 Ci: TA1700801 Estimate Title: 69kV_A17008003_Class 3_Rebuild 0.1 mi Lawton Park - Lawton Switci CPP: Operating Company: Indiana Michigan Power Company Super Project: TA2017008 **COST CATEGORIES** ESTIMATED COSTS / \$ Right of Way \$54,795 Engineering & Project Management \$40,242 Material \$8,611 Construction \$61,678 **AFUDC** (1 Month) \$6,632 CIAC Gross-Up **O&M Expense** Retirement \$6,279 Distribution Associated Costs Total Estimated Cost of Work to be Approved \$178,237 **ESTIMATED ASSUMPTIONS** Scope/Comments Estimate Creation Date: 06/23/2017 Print Date: 10/02/2017 Estimate Modified Date: 10/02/2017 Print Time: 12:44:31 PM Engineering Start Date:

05/08/2017

04/01/2018

04/02/2018

Construction Start Date:

In-Service Date: