

1 **BILL NO. S-24-03-30**

2 SPECIAL ORDINANCE NO. S-_____

3 AN ORDINANCE approving SANITARY SEWER
4 CONTRACT #2023-S-0712 – OAKLYNN RESERVE
5 SECTION I & OFFSITE SANITARY - WORK ORDER
6 #77314 (\$790,874.86) between OAKLYNN RESERVE, LLC
7 and the City of Fort Wayne, Indiana, by and through its
8 Board of Public Works.

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

11 **SECTION 1.** That the SANITARY SEWER CONTRACT #2023-S-0712 –
12 OAKLYNN RESERVE SECTION I & OFFSITE SANITARY - WORK ORDER #77314
13 between OAKLYNN RESERVE, LLC and the City of Fort Wayne, Indiana, in connection
14 with the Board of Public Works, is hereby ratified, and affirmed and approved in all
15 respects, respectfully for:

16 All labor, insurance, material, equipment, tools, power, transportation,
17 miscellaneous equipment, etc., necessary for completion of the
18 project; INSTALLATION OF APPROXIMATELY 3,875 LF OF 8" AND
19 15" SANITARY PIPE AND 17 MANHOLES IN AND AROUND THE
20 AREA OF OAKLYNN RESERVE SECTION I SUBDIVISION AT A
21 COST OF \$790,874.86. INCLUDED IN THIS CONTRACT IS
22 OVERSIZING OF 1,790 LF OF 8" SEWER MAIN TO A 15" SEWER
23 MAIN AND 705 LF OF ADDITIONAL 8" SEWER MAIN. THIS
24 INFRASTRUCTURE WILL PROVIDE FOR THE ELIMINATION OF
25 PRIVATE SEPTIC SYSTEMS AS WELL AS SANITARY SEWERS
26 FOR FUTURE GROWTH. COSTS FOR THE OVERSIZING AND
27 ADDITIONAL SEWER MAIN ARE \$478,476.00;

28 involving a total cost of SEVEN HUNDRED NINETY THOUSAND EIGHT HUNDRED
29 SEVENTY-FOUR AND 86/100 DOLLARS - (\$790,874.86). A copy of said Contract is on
30 file with the Office of the City Clerk and made available for public inspection, according to
law.

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

Malak Heiny, City Attorney

SANITARY SEWER CONTRACT

*Cross Reference Document(s): 200045814, 200045817, 2012010081, 2020048528,
2023024716, 2023028645, 2023033507 and 2024014020*

CONTRACT NO. 2023-S-0712

WORK ORDER NO. 77314

THIS SANITARY SEWER CONTRACT ("Contract") is made and entered into this _____ day of _____, 2024, by and between Oaklynn Reserve, LLC, an Indiana limited liability company ("Contributor"), and the City of Fort Wayne Board of Public Works ("City"), for the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to wit:

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

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

DESCRIPTION

Sanitary Main A

Beginning by tapping existing manhole YY46-005 located 380± feet North and 63± feet East of the Centerline of the Intersection of Schwartz Road and the proposed Oaklynn Reserve Boulevard; thence Northerly, along the East right-of-way of Schwartz Road, 200± L.F. of 15" PVC SDR 35 pipe to MH-A1; thence North 215± L.F. to MH-A2; thence East, within a proposed platted 20 foot utility easement, 185± L.F. to MH-A3; thence East 165± L.F. to MH-A4; thence Southeast 245± L.F. to MH-A5; thence Southeast 95± L.F. of 8" PVC SDR 35 pipe to MH-A6; thence East 355± L.F. to MH-A7; thence Easterly 165± L.F. to MH-A8 and terminating said Sanitary Main A.

Sanitary Main B

Beginning at the aforementioned manhole MH-A3 located 35± feet North and 25± feet West of the Centerline of the Intersection of the proposed Oaklynn Reserve Boulevard and Feliz Run; thence South, within a proposed platted 20 foot utility easement, 290± L.F. of 8" PVC SDR 35 pipe to MH-B1 and terminating said Sanitary Main B.

Sanitary Main C

Beginning at the aforementioned manhole MH-A4 located 50± feet North and 30± feet West of the Centerline of the Intersection of the proposed Oaklynn Reserve Boulevard and Choice Court; thence Northeasterly, within a proposed platted 20 foot utility easement, 130± L.F. of 8" PVC SDR 35 pipe to MH-C1; thence North 165± L.F. to MH-C2 and terminating said Sanitary Main C.

Sanitary Main D

Beginning at the aforementioned manhole MH-A5 located 35± feet North and 35± feet West of the Centerline of the Intersection of the proposed Oaklynn Reserve Boulevard and Priya Pass; thence Northeast, within a proposed platted 20 utility easement and proposed 30 foot utility easement, 390± L.F. of 15" PVC SDR 35 pipe to MH-D1 and terminating said Sanitary Main D.

Sanitary Main Offsite Z

Beginning at the aforementioned manhole MH-A2 located 30± feet North and 65± feet East of the Centerline of the Intersection of Schwartz Road and the proposed Oaklynn Reserve Boulevard; thence Northwesterly, along the East right-of-way of Schwartz Road, 140± L.F. of 15" PVC SDR 35 pipe to MH-Z1; thence North, within a proposed 20

foot utility easement, 295± L.F. to MH-Z2; thence North 135± L.F. to MH-Z3; thence West and crossing Schwartz Road and being within an existing 20 foot sanitary easement, 400± L.F. of 8" PVC SDR 35 pipe to MH-Y1; thence West 305± L.F. to MH-Y2 and terminating said Sanitary Main Offsite Z.

Said sewer to include: 1,905± L.F. of 8" PVC SDR 35 pipe and 1,970± L.F. of 15" PVC SDR 35 pipe; 17 (Seventeen) Manholes

2. That said sanitary sewer system shall be constructed in accordance with the standards, plans and specifications as approved by City, which are now on file in the office of Water Resources of the City, and by reference are incorporated herein and made a part thereof.
3. The City shall accept sewage therefrom when complete, in accordance with the rules and regulations of said City, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted; however, it is understood and agreed that the City shall not accept sewage from any part or parts of the sanitary sewer system covered hereunder unless and until the entire sewer system shall have been tested and accepted by said City.
4. It is understood and agreed by and between the parties to this Contract, that the Contributor shall furnish and pay for all materials, contractual labor, equipment, permits and/or licenses for the construction of said sanitary sewer system through Fox Contractors Corp. at a cost of \$775,559.00 (Seven hundred seventy five thousand five hundred fifty nine dollars and no cents), that said Contributor shall hold the City harmless from any liability for claims connected therewith, and that said Contributor shall pay all expenses in connection with necessary inspection and testing services estimated at a cost of \$10,470.56 (Ten thousand four hundred seventy dollars and fifty six cents) and City shall waive the inspection and testing for oversizing in the amount of \$4,845.30 (Four thousand eight hundred forty five dollars and thirty cents). Therefore, the total value of said sanitary sewer system is \$790,874.86 (Seven hundred ninety thousand eight hundred seventy four dollars and eighty six cents).
5. It is further understood and agreed by and between the parties to this Contract that said Contributor shall bear the cost of 2,600± L.F. of sanitary sewer main on the basis of an 8" sewer main, including fees, the total cost of which is \$307,553.56 (Three hundred seven thousand five hundred fifty three dollars and fifty six cents). It is further understood and agreed by and between the parties to this Contract that said City shall bear the cost of material, contractual labor and equipment, as supplied by the Contractor for additional 705± L.F. of 8" sewer main and oversizing 1,970± L.F. of sewer main from an 8" sewer main to a 15" sewer main, is \$478,476.00 (Four hundred seventy eight thousand four hundred seventy six dollars and no cents). It is agreed that upon completion and within 30 days after acceptance of said sewer system by said City, the City will pay to said Fox Contractors Corp. the oversizing cost \$478,476.00 (Four hundred seventy eight thousand four hundred seventy six dollars and no cents) and shall waive the inspection and testing fees in the amount of \$4,845.30 (Four thousand eight hundred forty five dollars and thirty cents).
6. Said sanitary sewer system, when accepted by the City, will serve the following described real estate herein referred to as follows:

DESCRIPTION

Contributor Area
Milan Township Section 7, T31N, R14E

Allen County Parcel No. 02-09-07-100-011.000-054:

Part of the Fractional Northwest Quarter, together with part of the Fractional Southwest Quarter, all in Section 7, Township 31 North, Range 14 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at the West closing Quarter corner of said Section 7; thence North 02 degrees 25 minutes 36 seconds West (GPS grid bearing and basis for all bearings in this description), on and along the West line of said Fractional Southwest Quarter, being within the right-of-way of Schwartz Road, a distance of 311.30 feet to a survey nail at the Southwest corner of a tract of real estate described in a deed to LIR, LP, in Document Number 2012010881 in the Office of the Recorder of Allen County, Indiana; thence North 87 degrees 34 minutes 24 seconds East, on and along the South line of said LIR, LP tract, a distance of 35.00 feet to a #5 rebar on the East right-of-way line of Schwartz Road, as described in a deed to the County of Allen, State of Indiana in Document Number 960014880, also being a

West corner of a 42.512 acre base tract of real estate described in a deed to Granite Ridge Builders, Inc., in Document Number 2022036091 in the Office of said Recorder, this being the true point of beginning; thence North 87 degrees 34 minutes 24 seconds East, on and along a North line of said 42.512 acre base tract, a distance of 255.40 feet to a #5 rebar; thence North 02 degrees 25 minutes 36 seconds West, on and along a West line of said 42.512 acre base tract, a distance of 300.00 feet to a #5 rebar; thence North 87 degrees 33 minutes 59 seconds East, on and along a North line of said 42.512 acre base tract, a distance of 349.27 feet to a #5 rebar; thence South 22 degrees 50 minutes 24 seconds East, a distance of 183.58 feet to a #5 rebar; thence South 24 degrees 14 minutes 37 seconds West, a distance of 240.77 feet to a #5 rebar; thence South 54 degrees 56 minutes 01 seconds East, a distance of 140.00 feet to a #5 rebar; thence North 35 degrees 03 minutes 59 seconds East, a distance of 4.80 feet to a #5 rebar; thence South 54 degrees 56 minutes 01 seconds East, a distance of 50.00 feet to a #5 rebar; thence North 87 degrees 37 minutes 35 seconds East, a distance of 250.39 feet to a #5 rebar; thence South 83 degrees 52 minutes 25 seconds East, a distance of 169.14 feet to a #5 rebar; thence North 87 degrees 37 minutes 35 seconds East, a distance of 91.51 feet to a #5 rebar; thence South 35 degrees 22 minutes 53 seconds West, a distance of 132.41 feet to a #5 rebar; thence South 01 degrees 58 minutes 43 seconds East, a distance of 218.97 feet to a #5 rebar at the Northeast corner of Trader's Trace, Section I, as recorded in Document Number 2023008396 in the Office of said Recorder; thence South 87 degrees 37 minutes 35 seconds West, on and along the North line of said Trader's Trace, Section I and its Westerly projection, a distance of 1293.77 feet to a #5 rebar at the Southwest corner of said 42.512 acre base tract, being a point on said East right-of-way line of Schwartz Road; thence North 02 degrees 25 minutes 36 seconds West, on and along said East right-of-way line, a distance of 553.35 feet to the true point of beginning, containing 15.738 acres of land, and subject to all easements of record.

Parcel address: Schwartz Road, Fort Wayne, In 46835

Current owner of record: Granite Ridge Builders, Inc., an Indiana corporation

Mailing address: 1020 Woodland Place Run, Fort Wayne, In 46825

Benefited Area

St. Joseph Township Section 12, T31N, R13E

Allen County Parcel No. 02-08-12-400-007.000-063:

Northeast ¼ of Southeast ¼ Ex part to County, Section 12, Township 31 North, Range 12 East, Allen County, Indiana, containing 38.89 acres.

Parcel address: Schwartz Road, Fort Wayne, In 46835

Current owner of record: Bethany Lynne & Christian John Beebe and Evan V. Beebe

Mailing address: 7114 Schwartz Road, Fort Wayne, In 46835

Allen County Parcel No. 02-08-12-200-018.000-063:

Part of the East half of the Northeast quarter of Section 12, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at a railroad spike set on the South line of said Northeast quarter (as referenced by the Allen County Surveyor's Office) South 85 degrees 38 minutes 11 seconds West (assumed bearing of North 00 degrees 00 minutes 00 seconds West for the East line of said Northeast quarter is utilized as the basis for all bearings relative this description) a distance of 250.00 feet from a railroad spike found monumenting the Southeast corner of said Northeast quarter (as referenced by the Allen County Surveyor's Office); thence South 85 degrees 38 minutes 11 seconds West along said South line, being within the right of way of Douglass Road, a distance of 416.78 feet to a railroad spike set, said railroad spike being located North 85 degrees 38 minutes 11 seconds East, a distance of 664.80 feet from a P.K. Nail found monumenting the Southwest corner of the East half of said Northeast quarter (as referenced by the Allen County Surveyor's Office); thence North 00 degrees 00 minutes 00 seconds West and parallel with the East line of said Northeast quarter, a distance of 333.85 feet to a rebar set; thence North 85 degrees 38 minutes 11 seconds East and parallel with the South line of said Northeast quarter, a distance of 416.78 feet to a rebar set; thence South 00 degrees 00 minutes 00 seconds East, a distance of 333.85 feet to the point of beginning, said in previous deed to contain 3.185 acres of land, more or less.

Parcel address: Douglass Road, Fort Wayne, In 46835

Current owner of record: Troy A. & Donna L. Lengacher

Mailing address: 11829 Vervain Way, Fort Wayne, In 46845

Allen County Parcel No. 02-08-12-200-017.000-063:

The real estate located in Allen County, Indiana, to wit:

That part of the East half of the Northeast quarter of Section 12, Township 31 North, Range 13 East, more particularly described as follows:

Beginning at a point in the South line of said half quarter, which is 667.00 feet West from the Southeast corner of said Northeast quarter, thence continuing West along the quarter section line a distance of 300.0 feet; thence North and parallel to the East line of said Northeast quarter a distance of 333.85 feet; thence East and parallel to the South line of said Northeast quarter a distance of 300.0 feet to the centerline of the Tierman Ditch; thence South and parallel to the East line of said Northeast quarter a distance of 333.85 feet to the place of beginning, containing 2.29 acres of land, more or less.

ALSO

Part of the Northeast quarter of Section 12, Township 31 North, Range 13 East, more particularly described as follows:

Commencing at the Southeast corner of the Northeast quarter of Section 12, Township 31 North, Range 13 East; thence Southwestwardly along the South line of the Northeast quarter of Section 12, a distance of 967.0 feet to the point of beginning for the tract of land herein described; thence continuing Southwestwardly along the South line of the Northeast quarter of Section 12, a distance of 364.8 feet to the West line of the East half of the Northeast quarter of Section 12; thence North along the West line of the East half of the Northeast quarter of said Section 12, a distance of 333.85 feet; thence Northeastwardly and parallel to the South line of the Northeast quarter of Section 12, a distance of 365.2 feet; thence South 333.85 feet to the place of beginning.

EXCEPTING THEREFROM:

Part of the Southeast quarter of the Northeast quarter of Section 12, Township 31 North, Range 13 East in Allen County, Indiana, more specifically described as follows:

Commencing at a point on the South line of the Northeast quarter of Section 12, Township 31 North, Range 13 East, located South 86 degrees West a distance of 1201.3 feet from the Southeast corner of Section 12, Township 31 North, Range 13 East; thence continuing Sout 86 degrees West along said South quarter section line 130.5 feet to the Southwest corner of said Southwest quarter of the Northeast quarter of Section 12, Township 31 North, Range 13 East; thence North 0 degrees 30 minutes East along said West quarter section line a distance of 333.85 feet to a point; thence North 86 degrees East a distance of 130.5 feet to a point; thence South 0 degrees 30 minutes West a distance of 333.85 feet to the point of beginning, containing 1.0 acres, more or less.

Parcel address: 10415 Douglass Road, Fort Wayne, In 46835

Current owner of record: Zhodison Patricio Vazquez

Mailing address: 10415 Douglass Road, Fort Wayne, In 46835

Allen County Parcel No. 02-08-12-200-019.000-063:

Part of the Northeast quarter of Section 12, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Northeast quarter of Section 12, Township 31 North, Range 13 East; thence Southwestwardly, along the South line of the Northeast quarter of Section 12, a distance of 250.00 feet; thence North and parallel to the East line of the Northeast quarter of Section 12, a distance of 333.85 feet; thence Northeastwardly and parallel to the South line of the Northeast quarter of Section 12, a distance of 250.0 feet to the East line of the Northeast quarter of Section 12; thence South along the East line of Section 12, a distance of 333.85 feet to the place of beginning.

EXCEPTING THEREFROM a part of the Northeast quarter of Section 12, Township 31 North, Range 13 East, Allen County, Indiana, described as follows:

Beginning on the Southeast corner of said quarter section; thence South 83 degrees 16 minutes 01 second West (assumed bearing) 84.03 feet along the Southern line of said quarter section; thence North 6 degrees 43 minutes 59 seconds West 6.50 feet to the Northern boundary of Douglass Road; thence North 59 degrees 44 minutes 27 seconds East 56.45 feet; thence North 2 degrees 36 minutes 39 seconds West 294.30 feet to the Northern line of the Owner's land; thence North 82 degrees 34 minutes 31 seconds East 35.04 feet along said Northern line to the East line of said Section; thence South 2 degrees 37 minutes 29 seconds East 333.85 feet along said East line to the point of beginning and said in previous deed to contain 0.299 acres, more or less. The portion of the above described real estate which is not already embraced within public right of way is said to contain 0.085 acres, more or less.

Parcel address: 10727 Douglass Road, Fort Wayne, In 46835

Current owner of record: Jared & Clara M. Graber

Mailing address: 10727 Douglass Road, Fort Wayne, In 46835

Benefited Area

Milan Township Section 7, T31N, R14E

Allen County Parcel No. 02-09-07-100-010.000-054:

Part of the fractional Southwest quarter of the Northwest quarter of Section 7, Township 31 North, Range 14 East, in Allen County, Indiana, more particularly described as follows, to-wit:

Beginning at the West line of said Northwest quarter at a point situated 311.3 feet North of the West quarter corner of said Section 7; thence North on and along said West line, being within the right-of-way of Schwartz Road, a distance of 300.0 feet; thence East by an interior angle of 90 degrees 00 minutes, a distance of 290.4 feet; thence South and parallel to said West line a distance of 300.0 feet; thence West by an interior angle of 90 degrees 00 minutes, a distance of 290.4 feet to the point of beginning.

Except therefrom:

A part of the fractional Southwest quarter of the Northwest quarter of Section 7, Township 31 North, Range 14 East, Allen County, Indiana, described as follows:

Beginning at a point on the West line of said section, north 2 degrees 35 minutes 59 seconds West (assumed bearing) 311.30 feet from the Southwest corner of said quarter section; thence North 2 degrees 35 minutes 59 seconds West, 300.0 feet; thence North 87 degrees 24 minutes 01 seconds East, 35.00 feet; thence South 2 degrees 35 minutes 59 seconds East, 300.0 feet; thence South 87 degrees 24 minutes 01 seconds West, 35.00 feet to the point of beginning.

Parcel address: 8130 Schwartz Road, Fort Wayne, In 46835

Current owner of record: LJR, LP, an Indiana limited partnership

Mailing address: 8130 Schwartz Road, Fort Wayne, In 46835

Allen County Parcel No. 02-09-07-100-011.001-054:

Part of the fractional Northwest quarter of Section 7, Township 31 North, Range 14 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at the West quarter corner of said Section 7, being marked by a survey nail; thence North 00 degrees 00 minutes 25 seconds East (Deed bearing and basis of all bearings in this description), on and along the West line of the fractional Northwest quarter of said Section 7; being within the right-of-way of Schwartz Road, a distance of 611.30 feet to a survey nail at the Northwest corner of a tract of real estate described in a deed to LJR, LP, in Document Number 2012010081 in the Office of the Recorder of Allen County, Indiana; thence South 89 degrees 59 minutes 35 seconds East, on and along the North line of said LJR, LP tract, a distance of 35.00 feet to a #5 rebar on the East right-of-way line of Schwartz Road, as described in Deed to the County of Allen State of Indiana in Document Number 960014880 in the Office of said Recorder, this being the true point of beginning; thence South 89 degrees 59 minutes 35 seconds East, continuing on and along said North line, a distance of 255.40 feet to a #5 rebar at the Northeast corner thereof, thence North 00 degrees 00 minutes 00 seconds East, a distance of 352.04 feet to a #5 rebar; thence South 90 degrees 00 minutes 00 seconds West, a distance of 255.32 feet to a #5 rebar on the

East right-of-way line of Schwartz Road; thence South 00 degrees 00 minutes 50 seconds West, on and along said East right-of-way line, a distance of 26.64 feet; thence South 00 degrees 01 minutes 02 seconds West, continuing on and along said East right-of-way line, a distance of 300.01 feet; thence South 00 degrees 02 minutes 51 seconds East, continuing on and along said East right-of-way line, a distance of 25.35 feet to the true point of beginning, containing 2.064 acres of land.

Parcel address: 8306 Schwartz Road, Fort Wayne, In 46835

Current owner of record: Shelley & Patrick K. Tippmann, Sr.

Mailing address: 8306 Schwartz Road, Fort Wayne, In 46835

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

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

10415 Douglass Road
10727 Douglass Road

8130 Schwartz Road
8306 Schwartz Road (no 90 days)

9. The City may approve the extension of additional sanitary sewer lines from the sanitary sewer system(s) covered in this Contract without incurring financial obligations to the Contributor under this Contract.
10. Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors or assigns or any future owner of any land serviced by said sewer shall, at any time, discharge or permit to be discharged or to flow into said sanitary sewer any water runoff caused by natural precipitation, or anything other than sanitary sewage in accordance with the Fort Wayne Code of Ordinances.
11. Contributor represents that it is the owner of real estate described in Paragraph (6) -- Contributor Area herein and for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by it as described in Paragraph (6) -- Contributor Area or hereafter served by said sewer or any extension thereof.
12. In further consideration and to induce City to execute and ratify this Contract, Contributor for itself, its successors and assigns, agrees by this Contract to vest in City the permanent right, at its discretion, to annex to the City of Fort Wayne at any future time by duly authorized ordinance said real estate described in Paragraph (6) herein.
13. Contributor further agrees that any deeds, contracts, or other instruments of conveyance made by Contributor, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Paragraph (6) -- Contributor Area herein, shall contain the waiver and release provisions contained in this Paragraph (13), which provision

shall run with the land and the acceptance of delivery of any such instruments from Contributor, its successors and assigns to any grantee, vendor or contract purchaser shall be made subject to the terms of this Contract and shall constitute an acceptance of the foregoing provisions by said grantee, vendor or contract purchaser and their successors in title.

14. Any owner or owners of land which now or hereafter is located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its rights to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory which it is located or of the area served by said sewer (I.C. 36-9-22-2, as Added by Acts 1981, P.L. 309, 395).
15. It is further understood and agreed that, upon completion of the sanitary sewer system, the Contributor or its contractor shall file a Completion Affidavit, a Maintenance Bond and Certified Record Drawings with the Board of Public Works of said City, and shall take such action as is necessary to transfer all rights, titles and interest in said system to the City. The Maintenance Bond shall run for a minimum period of one (1) year from date of acceptance of the said system by the City and shall be in the minimum amount of \$193,889.75 (One hundred ninety three thousand eight hundred eighty nine dollars and seventy five cents).
16. Upon receipt of the Completion Affidavit, Maintenance Bond and Certified Record Drawings, and being provided with proof of dedicated easements or recorded easements, the City will make final inspection of the project. Upon finding the project to be acceptable and in full compliance with the Standards and Specifications of the Water Resources Department and the Board of Public Works, the City, through its Board of Public Works, shall issue a Letter of Acceptance of the project to Fox Contractors Corp. and to the Contributor. Upon issuance of the Letter of Acceptance, and in accordance with the terms of said letter, the sanitary sewer installed under this Contract shall form and be a part of said City sewerage system, and all rights, title and interest whatsoever in said sanitary sewer system shall pass to and remain in the City of Fort Wayne, Indiana.
17. It is further understood and agreed that if the work described above is not initiated within twelve (12) months after the date of this Contract, said Contract shall be null and void.
18. E-Verify Affidavit. Pursuant to Indiana Code 22-5-1.7, Contributor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the Contributor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contributor is not required to verify the work eligibility status of all newly hired employees of Contributor through the E-verify program if the E-Verify program no longer exists.

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

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

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

CONTRIBUTOR
Oaklynn Reserve, LLC,
an Indiana limited liability company

By _____
Shan Gunawardena, Chair

By Kathleen M. Hartman
Kathleen M. Hartman
Manager
1020 Woodland Plaza Run
Fort Wayne, In 46825
(260) 469-6451

By _____
Kumar Menon, Member

By _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

ACKNOWLEDGEMENT
CONTRIBUTOR

STATE OF INDIANA)
COUNTY OF ALLEN) SS

Before me, a Notary Public in and for said State and County personally appeared Kathleen M. Hartman as Manager on behalf of Oaklynn Reserve, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing Contract as and for her voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 20th day of MARCH, 2024.

My Commission Expires: _____

Resident of _____ County



Notary Public Signature

Printed Name

ACKNOWLEDGEMENT
CITY

STATE OF INDIANA)
COUNTY OF ALLEN) SS

Before me, a Notary Public in and for said State and County personally appeared Shan Gunawardena, Kumar Menon and Chris Guerrero as Members of the Board of Public Works, and Michelle Fulk-Vondran, Clerk of the Board, and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this _____ day of _____, 2024.

My Commission Expires: _____

Resident of _____ County

Notary Public Signature

Printed Name

I affirm, under penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Maria Gomez-Espino.
This instrument prepared by Maria Gomez-Espino, Fort Wayne City Utilities,
Form date September 27, 2023.

Exhibit "A" (1 of 2)
Oaklynn Reserve Section I and Offsite Sanitary
Reimbursement to CITY

**City, in accordance with the Board of Works approved policies, will contribute \$4,800 per property for septic elimination upon connection.

Benefited Area
Per Parcel Assessment
St. Joseph Township Section 12, T31N, R13E

Allen County Parcel No. 02-08-12-200-018.000-063:

E ½ E ½ NE ¼ Ex Tracts Sec 12

Parcel address: Douglass Road, Fort Wayne, In 46835

Current owner of record: Troy A. & Donna L. Lengacher

Mailing address: 11829 Vervain Way, Fort Wayne, In 46845

1 Parcel = \$15,000.00
Area connection fee = Due
Tap fee = Due

Allen County Parcel No. 02-08-12-200-017.000-063:

S 333.85 of W 664.8 of E 1331.8 Ft NE ¼ Ex W 130.5 Ft Sec 12

Parcel address: 10415 Douglass Road, Fort Wayne, In 46835

Current owner of record: Zhodison Patricio Vazquez

Mailing address: 10415 Douglass Road, Fort Wayne, In 46835

1 Parcel = \$15,000.00
ACF = Waived
Tap fee = Due

Allen County Parcel No. 02-08-12-200-019.000-063:

S 333.85 of E 250 Ft NE ¼ Ex Pt to County Sec 12

Parcel address: 10727 Douglass Road, Fort Wayne, In 46835

Current owner of record: Jared & Clara M. Graber

Mailing address: 10727 Douglass Road, Fort Wayne, In 46835

1 Parcel = \$15,000.00
ACF = Waived
Tap fee = Due

Benefited Area
Per Parcel Assessment
Milan Township Section 7, T31N, R14E

Allen County Parcel No. 02-09-07-100-010.000-054:

N 300 of S 611.3 of W 290.4 SW ¼ NW ¼ Sec 7 Ex Pt to County

Parcel address: 8130 Schwartz Road, Fort Wayne, In 46835

Current owner of record: LIR, LP, an Indiana limited partnership

Mailing address: 8130 Schwartz Road, Fort Wayne, In 46835

1 Parcel = \$15,000.00
ACF = Waived
Tap fee = Due

Allen County Parcel No. 02-09-07-100-011.001-054:

N 352.04 of S 963.34 of E 255.4 of W 290.4 NW ¼ Sec 7

Parcel address: 8306 Schwartz Road, Fort Wayne, In 46835

Current owner of record: Shelley & Patrick K. Tippmann, Sr.

Mailing address: 8306 Schwartz Road, Fort Wayne, In 46835

1 Parcel = \$15,000.00
ACF = Waived
Tap fee = Due

Benefited Area
Per Acre Assessment
St. Joseph Township Section 12, T31N, R13E

Allen County Parcel No. 02-08-12-400-007.000-063:

NE ¼ SE ¼ Ex Pt to County Sec 12, 38.89 acres

Parcel address: Schwartz Road, Fort Wayne, In 46835

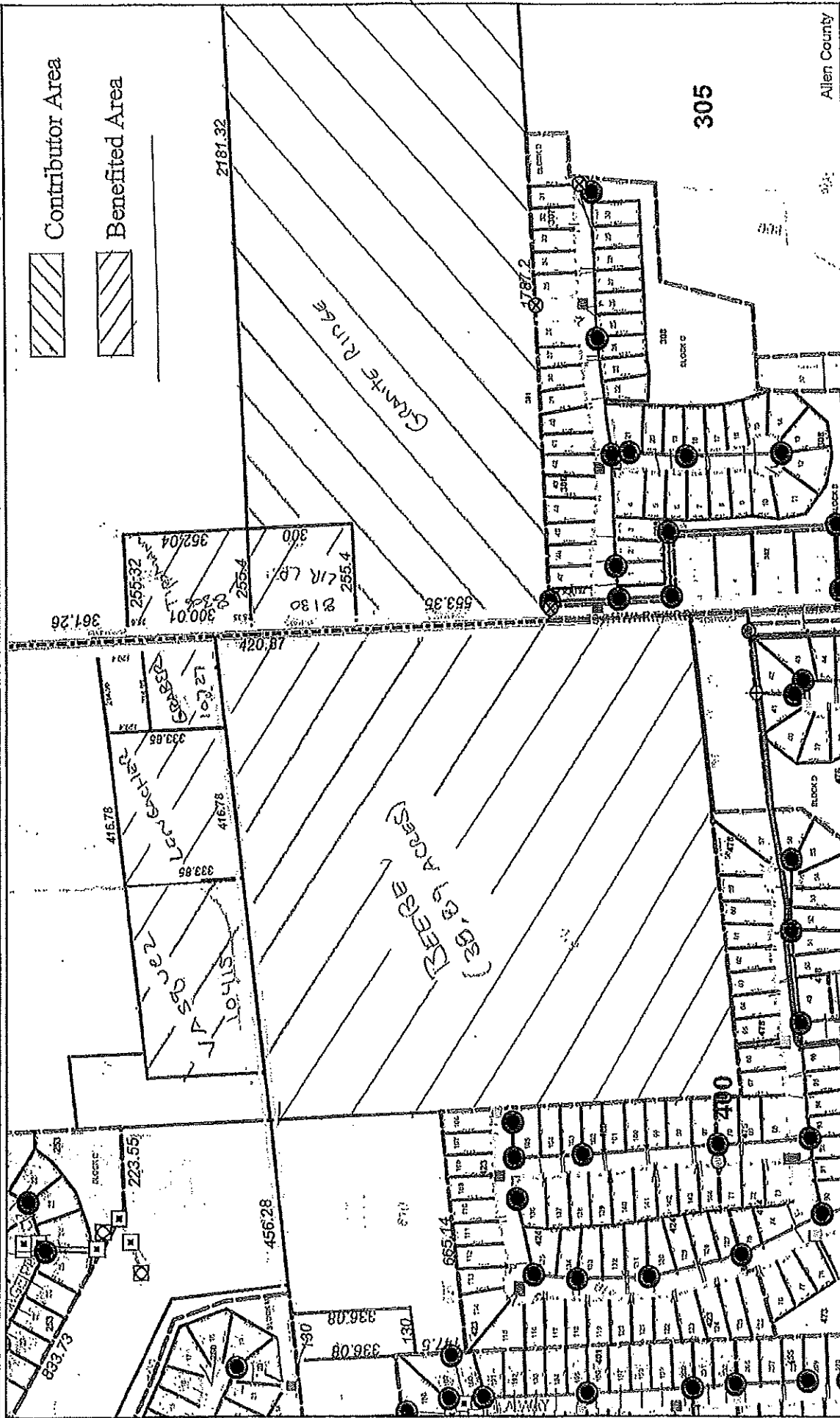
Current owner of record: Bethany Lynne & Christlan John Beebe and Evan V. Beebe

Mailing address: 7114 Schwartz Road, Fort Wayne, In 46835

\$4,715.76 per Acre
38.89 acres = \$183,395.91

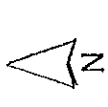


Exhibit A (2 of 2)



Although certain accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

© 2004 Board of Commissioners of the County of Allen
North American Datum 1983
State Plane Coordinate System, Indiana East



Date: 3/14/2024 1" = 375'

Interoffice Memo

Date: March 20, 2024
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: Oaklynn Reserve Section I & Offsite Sanitary
Work Order 77314

Michael Kiester
3.20.2024

Council District # Northeast

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: Installation of approximately 3,875 LF of 8" and 15" sanitary pipe and Seventeen Manholes.

Implications of not being approved: This Installation of Sanitary Sewer Service on the East Side of Schwartz Rd, South of Douglas Rd will provide Sanitary Sewer Service to the current residents and Oaklynn Development along with providing for future growth in the area.

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

The Sanitary Sewer Developer contract for Work Order # 77314 with Oaklynn Reserve, LLC for the installation of approximately 3,875 LF of 8" and 15" sanitary pipe and 17 manholes in and around the area of Oaklynn Reserve Section I Subdivision at a cost of \$790,874.86. Included in this Contract is oversizing the of 1,790 LF of 8" Sewer Main to a 15" Sewer Main and 705 LF of additional 8" Sewer Main. This infrastructure will provide for the elimination of private Septic Systems as well as sanitary sewers for future growth. Costs for the oversizing and additional Sewer Main are \$478,476.00.

The cost of said project funded by Sewer Revenue.

Council Introduction Date 3/26/2024

CC: Matthew Wirtz
Jill Helfrich
File