

1 **BILL NO. S-25-11-38**

2 SPECIAL ORDINANCE NO. S-\_\_\_\_\_

3 **AN ORDINANCE** approving STORMWATER  
4 DRAINAGE CONTRACT FOR 6015 ADAMS CENTER  
5 ROAD CULVERT-PROJECT ZODIAC - WO #84008 -  
6 between HATCHWORKS, LLC and the City of Fort  
7 Wayne, Indiana, by and through its Board of  
8 Stormwater Management.

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

11 **SECTION 1.** That the STORMWATER DRAINAGE CONTRACT  
12 FOR 6015 ADAMS CENTER ROAD CULVERT-PROJECT ZODIAC - WO #84008  
13 - between HATCHWORKS, LLC and the City of Fort Wayne, Indiana, by and  
14 through its Board of Stormwater Management, is hereby ratified, and affirmed and  
15 approved in all respects, respectfully for:

16 All labor, insurance, material, equipment, tools, power,  
17 transportation, miscellaneous equipment, etc., necessary for  
18 completion of the project;

19 involving a total cost of ONE HUNDRED NINETY-SEVEN THOUSAND NINE  
20 HUNDRED EIGHTY-SIX AND 20/100 DOLLARS (\$197,986.20). A copy said  
21 Contract is on file with the Office of the City Clerk and made available for public  
22 inspection, according to law.

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

25 \_\_\_\_\_  
26 Council Member

27 APPROVED AS TO FORM AND LEGALITY

28 \_\_\_\_\_  
29 Malak Heiny, City Attorney  
30

**STORMWATER DRAINAGE CONTRACT**  
for Construction of Public Facilities

CONTRACT NO. 2025-ST-0395

WORK ORDER NO. 84008

THIS STORMWATER DRAINAGE CONTRACT ("Contract") is made and entered into this 21 day of October, 2025, by and between Hatchworks, LLC ("Contributor") and the City of Fort Wayne Board of Stormwater Management ("City"), for the following and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to wit:

1. 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 the following stormwater drainage improvements to serve 6015 Adams Center Road-Project Zoljac Culvert Replacement.

Adams Center Road Culvert

Beginning at Concrete End Section located 295± feet north and 40± feet west of the intersection of Paulding Road & Adams Center Road. Thence easterly 79.81 lineal feet of 72-inch diameter RCP to Concrete End Section.

The stormwater drainage improvements consist of:

79.81 LF 72-inch diameter RCP

(2) Two Structures

(the foregoing being collectively referred to herein as the "Stormwater Improvements").

2. The Stormwater Improvements shall be constructed in accordance with the standards, plans and specifications as approved by City, which are on file in City's Development Services office and are incorporated herein by reference and made a part hereof (the "Approved Plans").
3. For projects involving the projected land disturbance of one (1) acre or more or a land disturbance of less than one (1) acre that is part of a larger common plan of development that will ultimately disturb one (1) acre or more of land area, Owner must submit a Notice of Intent ("NOI") to the Indiana Department of Environmental Management and provide a copy to City's Development Services Department. Owner must also submit a Stormwater Pollution Prevention Plan ("SWPPP") to the Development Services office to determine the plan sufficiently meets the requirements of the Indiana Construction Stormwater General Permit. The SWPPP must have been determined sufficient and a copy of the NOI must be provided to the Development Services office prior to Owner undertaking any land disturbing activity on the Real Estate. For projects involving a land disturbing activity of less than one (1) acre of land area that is not part of a larger common plan of development, Owner must still meet the minimum erosion and sediment control measures contained in the Fort Wayne Stormwater Utility General Rules and Regulations. Failure to comply with these requirements may delay approval of the Stormwater Facilities and cause Owner to incur additional inspection fees. Owner may also be subject to enforcement action by City's Department of Stormwater Management in accordance with Chapter 53 of the Fort Wayne, Indiana Code of Ordinances or applicable Rules and Regulations.
4. Contributor shall pay all expenses associated with stormwater utility plan submittal review (the "Stormwater/SWPPP Review Fees") in accordance with the rate structure set forth in Exhibit A attached hereto.
5. Contributor shall also pay all SWPPP inspection fees (the "SWPPP Inspection Fees"), in accordance with the rate structure set forth in Exhibit A attached hereto. If an approved SWPPP must be amended, construction of the Stormwater Improvements is not completed within six (6) months after completion of the first SWPPP inspection, or the Real Estate is not maintained in compliance with the approved SWPPP, additional Review Fees and/or SWPPP Inspection Fees will apply. Such additional fees are also outlined in Exhibit A.

6. In addition to the Review Fees and SWPPP Inspection Fees, Contributor shall also pay a fee for necessary labor for inspection and engineering services provided by the City with respect to the Stormwater Improvements (the "Construction Inspection & Testing Fee"). The Construction Inspection & Testing Fee is \$521.25 (five hundred twenty-one dollars and twenty-five cents), as calculated in the Developer Cost Sheet attached hereto as Exhibit B is hereby waived. The Review Fees, SWPPP Inspection Fees, and the Construction Inspection & Testing Fee are collectively referred to herein as the "City Development Fees."
7. Contributor shall furnish and pay for all materials, contractual labor, equipment, permits and/or licenses required for the construction of said Stormwater Improvements through The Beaver Excavating Company at a cost of \$293,226.00 (two hundred ninety-three thousand two hundred twenty-six dollars and no cents) (the "Construction Cost"), and the Contributor shall hold City harmless from any liability for claims connected therewith. Therefore, the total value of the Stormwater Improvements, including the City Development Fees and the Construction Cost, is \$293,747.25 (two hundred ninety-three thousand seven hundred forty-seven dollars and twenty-five cents). This amount is the "Contract Price" of this Contract.

#### Oversize

8. As requested by the City, the Stormwater Improvements include additional capacity to address stormwater drainage issues beyond the Contributor's requirements. Upon completion and acceptance of the Stormwater Improvements, the City will pay the Contributor \$197,986.20 (one hundred ninety-seven thousand nine hundred eighty-six dollars and twenty cents) which is the amount equal to the difference between the cost of constructing stormwater Improvements to serve only the Contributor's development and the cost of constructing the Stormwater Improvements.

#### Construction

9. Contributor shall notify the City at least forty-eight (48) hours prior to commencement of work in order to allow City to assemble an inspection team to monitor the construction of the Stormwater Improvements. The City shall be entitled to recover any and all costs incurred as a result of Contributor's failure to comply with this Section. In addition, Contributor may be required to provide documentation and records and/or re-excavate trenches of installed Infrastructure to confirm that any work completed prior to notice was in compliance with the Approved Plans. Contributor will be charged \$140/day, as shown in Exhibit C for every hour spent requesting, reviewing, and meeting with Contributor to determine work started without notification was performed in accordance with the Approved Plans. If found to be not in compliance with the Approved Plans, then the Contributor shall bring the project into compliance with the Approved Plans. Failure to bring the Stormwater Improvements in compliance to the Approved Plans may result in additional enforcement in accordance with Stormwater Rules and Regulations, City Ordinances and State Law.
10. Construction of the Stormwater Improvements shall begin within twelve (12) months following approval of the utility plan submittal(s). If construction does not begin within twelve (12) months, or if construction begins and then remains idle for a period exceeding twelve (12) months, a new submittal shall be required and approved prior to commencement or recommencement of construction, as the case may be. Failure to provide a new submittal before expiration of the twelve (12) month period of inactivity may result in termination of this Contract in the City's discretion.
11. The City may approve the extension of additional storm sewers from the Stormwater Improvements without incurring any financial obligations to the Contributor under this Contract.
12. Upon final completion of the Stormwater Improvements, the Contributor or its contractor shall submit all required project closeout documents, including, without limitation, an as-built survey (stamped and signed by an Indiana-licensed surveyor or licensed engineer), Completion Affidavit, Certified Record Drawings in Adobe PDF file format and .DWG CAD file format, GPS obtained Record Drawing data, the most recent plat, all necessary easement agreements, and CADD files in standard .DWG CAD format (collectively, the "Closeout Documents") to the City and shall take such action as is necessary to transfer all rights, titles, and interest in said Stormwater Improvements and easement agreements to the City. CAD .DWG files are preferred in Autodesk Civil 3D .dwg CAD file format, but standard .dwg CAD file format is required at a minimum.



13. Upon receipt of all required Closeout Documents, the City will make final inspection of the Stormwater Improvements. Upon finding the Stormwater Improvements to be acceptable and in full compliance with the Approved Plans, the City shall issue its Letter of Acceptance to the Contributor. Upon issuance of the Letter of Acceptance, and in accordance with the terms of said letter, the Stormwater Improvements shall form and become and be a part of the City's public stormwater management system, and all right, title, and interest whatsoever in said Stormwater Improvements shall pass to and remain in the City of Fort Wayne, Indiana.
14. Failure to provide all required Closeout Documents will delay acceptance of the Stormwater Improvements. In addition, Contributor may be prohibited from making use of Stormwater Improvements. Beginning on the sixtieth (60<sup>th</sup>) day after Final Completion of the work, if Contributor has not provided all required Closeout Documents, Contributor will be assessed liquidated damages in the amount of \$140/day, as shown in Exhibit C until all required Closeout Documents are provided and the Stormwater Improvements are accepted by the City as provided under Section 11. These liquidated damages are intended to compensate the City for additional inspection and administrative costs incurred until acceptance of the Stormwater Improvements, and Contributor agrees that the liquidated damages provided in this Section constitute a reasonable estimate of those costs. For purposes of this Section, "Final Completion" means the Stormwater Improvements may be used for the purpose for which they were constructed, and all punch list items have been fully resolved to the City's satisfaction.
15. If Contributor makes any changes to the plat after the Stormwater Improvements are accepted, Contributor shall provide City with copies of all documents reflecting the changes, including, without limitation, the updated plat, as-built survey(s), CAD files and other similar documents with fifteen (15) days after the date such changes are made. If the Contributor fails to provide documents as outlined in this section, the City may bill the Contributor for all time incurred by the City and all additional expenses for services provided by a third party to assemble any required documents as outlined in this section.
16. 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.

17. The laws of the State of Indiana shall govern this Contract.

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

CITY OF FORT WAYNE, INDIANA  
BOARD OF STORMWATER MANAGEMENT

By   
Matthew Wirtz, Chair

By   
Shan Gunawardena, Member

By   
Chris Guerrero, Member

Attest:   
Michelle Fulk-Vondran, Clerk

CONTRIBUTOR

Hatchworks, LLC

By 

Printed: Aaron McGarry

Title: Authorized Signatory

Address: 11 South Meridian Street  
Indianapolis, Indiana 46204

Phone: (317) 231-7759

ACKNOWLEDGEMENT  
CONTRIBUTOR

STATE OF Texas )  
COUNTY OF Travis ) SS

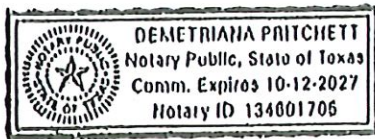
BEFORE ME, a Notary Public in and for said State and County personally appeared Aaron McGarry, as Authorized Signatory, on behalf of Hatchworks, LLC, and acknowledged the execution of the foregoing Contract as a voluntary act and deed.

WITNESS my hand and notarial seal this 13th day of October 2025.

My Commission Expires: 10-12-2027

Demetriana Pritchett  
Notary Public Signature

Resident of Travis County Demetriana Pritchett  
Printed Name



ACKNOWLEDGEMENT  
CITY

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS

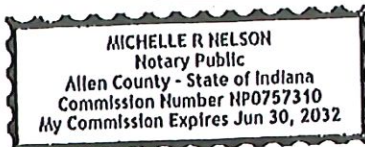
BEFORE ME, a Notary Public in and for said State and County personally appeared Matthew Wirtz, Shan Gunawardena, and Chris Guerrero as Members of the Board of Public Stormwater Management, and Michelle Full-Vondran, Clerk of the Board, and acknowledged the execution of the foregoing Contract as their voluntary act and deed.

WITNESS my hand and notarial seal this 21st day of October 2025.

My Commission Expires: \_\_\_\_\_

Michelle R. Nelson  
Notary Public Signature

Resident of \_\_\_\_\_ County Michelle R. Nelson  
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. Marla Gomez-Esplino  
This instrument prepared by Marla Gomez-Esplino, Fort Wayne City Utilities,  
Form date March 2025.

## EXHIBIT A

### Stormwater Pollution Prevention Plan (SWPPP) Submittal Reviews and Inspections

Permit / Fee Type	Extra Submittal Review - Rate per Hour <sup>1</sup>	Standard SWPPP Inspection Fee <sup>2</sup>	Extra SWPPP Inspection - Rate per Hour <sup>3</sup>
Single Residential Lot	\$140.00	\$240.00	\$80.00
Development (0 - 0.00 acres) <sup>4</sup>	\$205.00	\$1,440.00	\$220.00
Development (10 - 10.00 acres) <sup>4</sup>	\$285.00	\$1,920.00	\$220.00
Development (20+ acres)	\$355.00	\$2,400.00	\$220.00

<sup>1</sup> Each development will be charged based on the additional time incurred by staff or consultants on plan reviews (water, sewer, storm, SWPPP) needed beyond the standard initial submittal and two (2) resubmittal reviews, until the submittal is approved. For projects involving only CU staff, the time charged will be on the basis of CU review staff time spent. For projects involving staff and consultants, the time charged will be on the basis of the senior consultant review time spent. These reviews do not include review of a primary vs. review of secondary. Those would each be treated as separate reviews. Projects previously reviewed and/or approved that need an amendment/revision or that have not started construction been idle for 12 months or more since the initial review will require a new submittal and approval prior to starting construction.

<sup>2</sup> The first SWPPP inspection shall occur at the beginning of the project prior to construction beginning and that cost is not included in this fee. This fee pays for monthly inspections after construction begins for first 180 days and/or up to a Notice of Termination that occurs in first 180 days. For projects involving only CU staff, the time measurement will be on the basis of CU engineer time spent on the review. For projects involving staff and consultants, the time measurement will be on the basis of the senior consultant engineer review time spent on the review.

<sup>3</sup> Sites with a Notice of Violation (NOV) will incur a re-inspection cost calculated as noted in the table per each inspection until the site is brought into compliance. Additional costs for construction improvements/fines that may be incurred will be charged back to the developer.

<sup>4</sup> All fees will be rounded to the nearest hundredth for purposes of determining permit and SWPPP inspection fees.

# CITY UTILITIES

200 E. Berry Street Suite 250  
Fort Wayne, IN 46802



## Stormwater Contract Inspection, Testing & Connection Fees

0/10/2020

Breakdown of cost for the following Project:

8015 Adams Center Road- Project Zodialac -Culvert Replacement

Contract Number: 2026-ST-0395

W.O.#: 04000

1. Inspection & Testing and Maintenance Cost:

\$521.25

Grand Total Due: = \$521.25

Submit payment to (Make checks payable to City Utilities):  
Development Services, 200 E. Berry Street - Suite 250, Fort Wayne, IN 46802  
(260) 427-1161



[cityoffortwayne.org/utilities](http://cityoffortwayne.org/utilities)



## EXHIBIT C

### Stormwater Liquidated Damages

Liquidated Damages \$140 / day

Liquidated Damages \$80 / day

# Interoffice Memo

Date: November 12, 2025  
To: Common Council Members  
From: Eric Ruppert, Manager, City Utilities Engineering  
Re: 6015 Adams Center Road Culvert-Project Zodiac-84008

*Eric Ruppert*  
11/20/2025

Council District: #6

The contractor shall furnish all labor, insurance, equipment and materials for the completion of the project: Installation of approximately 73.81 LF of 72 inch diameter RCP culvert. As part of the Developer project, the road will be widened.

Implications of not being approved: The existing culvert on Adams Center Road is deteriorating and needs replaced and additional costs for culvert replacement design.

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

The Storm Sewer Developer contract for WO# 84008 with Hatchworks, LLC for the replacement of the 72" culvert.

The Beaver Excavating Company is the Contractor for the Developer. The Contract amount is \$197,986.20, which is the amount equal to the difference between the cost of constructing stormwater improvements to serve only the Contributor's development and the cost of constructing the Stormwater Improvements. The Board of Public Works approved the contract October 21, 2025.

The Cost of said project funded by Stormwater Revenue

Council Introduction Date: November 25, 2025

CC: BOW  
Matthew Wirtz  
Chrono  
File