



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
Citizens Square Suite 410 · 200 East Berry Street · Fort Wayne, IN 46802
Phone: 260.449.7555 FAX: 260.449.7568

LINDA K. BLOOM THERESE M. BROWN NELSON PETERS

AGENDA

Commissioners' Legislative Session
10:00 AM Friday, April 7, 2017
Council Chambers Courtroom – Citizens Square

1. Consider approval of the minutes of March 31, 2017.
2. Consider approval of amendment no. 1 to service agreement between the Board of Commissioners and Kronos Talent Management on behalf of County IT.
3. Consider approval of Bid Award for Bid Ref # 03-17, Winters Rd Extension, Project # 1300116 to Primco, Inc. In the amount of \$3,686,039.83.
4. Consider approval of Agreement between the Board of Commissioners and Clark Dietz for Auburn Rd Site Management and Permit Reporting, Project #00-343. In the amount of \$17,980.00.
DEFERRED
5. Consider approval of Right of Entry between the Board of Commissioners and Indiana Department of Transportation for the Subcontractor, Fox Contractors Corp, to place asphalt millings at the North Maintenance Facility at 2234 Carroll Rd.
6. Consider approval of Warranty Deed for Washington Center Rd Bridge # 95 over Spy Run Creek, Project # 0100113.
 - a. Parcel 7 – Cook Land Group, LLC
7. Ratification of Deed of Gift from General Motors for Winter Rd Extension, Project # 1300116.
8. Consider approval of claims submitted for payment.
9. Other Business: Consider approval of Limited Professional Services Agreement between the Board of Commissioners and Lochmueller Group for the Hoagland Wastewater Improvements Project Review.
10. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of March April 7, 2017.
11. Comments from the Public
12. Motion to Adjourn.

Allen County does not discriminate because of disability in the admission to, or treatment or employment in, its programs or activities. The Human Resources Director has been designated to coordinate compliance with nondiscrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided therein, and Allen County's ADA policy is available from the ADA Coordinator. Suggestions on how the County can better meet the needs of persons with disabilities may be submitted to the ADA coordinator at: Human Resources Department, 200 East Berry Street, Suite 380, Fort Wayne, IN 46802, or by phone at (260) 449-7217.



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

Citizens Square Building Suite 410 · 200 E. Berry Street · Fort Wayne, IN 46802

Phone: 260.449.7555 FAX: 260.449.7568

NELSON PETERS LINDA K. BLOOM THERESE BROWN

MINUTES

Commissioners' Legislative Session
10:00 a.m., Friday, March 31, 2017
Council Chambers Courtroom – Citizens Square

Commissioners Present: Therese Brown, Linda Bloom and Nelson Peters

| | | |
|-----------------|------------------|------------------------------|
| Others Present: | Mike Green | Commissioners Office |
| | Chris Cloud | Commissioners Office |
| | Jenni Overman | Commissioners Office |
| | Bill Fishering | County Attorney |
| | Andrew Applegate | Intern, Commissioners Office |
| | Kris Myers | Prosecutor's Office |
| | Pat Fahey | DPS |
| | Kim Bowman | DPS |
| | Michelle Wood | DPS |
| | Bill Hartman | Highway Director |

Commissioner Brown called the meeting to order at 10:04 AM. Commissioner Brown led the meeting with the Pledge of Allegiance and a moment of silence.

- 1. Consider approval of the minutes of March 24, 2017.** Commissioner Bloom made a motion to approve the minute of March 24, 2017. Commissioner Peters seconded the motion. Motion carried 3-0.
- 2. Consider approval of agreement between the Board of Commissioners and Federal Records Management on behalf of the Allen County Prosecutor's Office.** Kris Myers, Director of Finance – Prosecutor's Office, presented this item. This is an annual contract for shredding of confidential documents. There is a 90 day notice. Commissioner Bloom made a motion to approve the agreement between the Board of Commissioners and Federal Records Management on behalf of the Allen County Prosecutor's Office. Commissioner Peters seconded the motion. Motion carried 3-0.
- 3. Consider approval of resolution amending the Allen County Comprehensive Plan.** Pat Fahey, Department of Planning Services, presented this item. He stated that last year the Commissioners directed the DPS staff to update the SW Allen County Land Use Study. This was done due to the significant new development, infrastructure improvements and community facility improvements that had taken place in the study area since the completion of the original study in 1985. A review committee for the study update was created by the Commissioners last April. DPS staff worked with the review committee to create a draft of updated policies. The updated study area was revised based on the changes that had taken place. In September of 2016 a community meeting was held to present and discuss the proposed updated policies. Plan Commission held a hearing on the draft updated study in December of last year and recommended approval of the updated study as submitted at its March 23rd, 2017 business meeting. The updated study is now being presented to the Commissioners for consideration as an amendment to the County portion of the Plan It Allen Joint Comprehensive Plan. Once adopted the updated study would supersede the SW Allen County Land Use Study and the Airport Expressway Plan. The updated study policies would affect only those areas located outside of the Fort Wayne city limits. The study would also amend the economic development provisions of the Comprehensive Plan relative to those previous two documents. This Comprehensive Plan amendment also requires an ordinance amendment since certain SW Study policies were also included in the Allen County Code. The ordinance amendment will be brought before the Commissioners after the Plan Commission makes its recommendation. The Commission will consider the ordinance amendment in April. Commissioner Peters stated he wanted to publically thank Pat and the

Department of Planning Services as well as the Committee that included Dan Avery, Dr. Phil Downs, Heather Drebenstedt, Ben Eisbart, Mike Glinski, Pat Hess, Scott Hinderman and Ric Zehr for their work. It's been a long process and we undertook that process really without any idea of what the outcome might be. He stated he believes the people that were on that committee were knowledgeable about the area, knowledgeable about economic development and knowledgeable about what was best for the citizens and industry. He stated there has probably been more due diligence in the time that he has been Commissioner gone into this particular project process plan than anything that he has undertaken. Commissioner Peters stated he truly believes there have been few stones left unturned and with that he made a motion to approve the resolution amending the Allen County Comprehensive Plan. Commissioner Bloom seconded the motion. Motion carried 3-0.

4. Consider approval of Warranty Deed for Hathaway/Corbin Curve Realignment, Project # 1300110.
a. **Parcel 1 – Northwest Allen County Schools**

Bill Hartman, Highway Director, stated that this is the second of four parcels so there are 2 left to acquire. Commissioner Peters made a motion to approve the Warranty Deed for Hathaway/Corbin Curve Realignment. Commissioner Bloom seconded the motion. Motion carried 3-0.

5. Consider approval of Perpetual Highway Easement for Dennis Rd
a. **Parcel 1 – Southwest Allen County Fire District**

Commissioner Bloom made a motion to approve the Perpetual Highway Easement for Dennis Rd. Commissioner Peters seconded the motion. Motion carried 3-0.

6. Consider approval of change order #2 on the Addition to Allen County Sheriff Range Building project. Chris Cloud, Executive Assistant, stated there was a \$10,000 contingency on this project. They had to include a dry hydrant as part of the project so this change order reflects the use of \$8,350 of the contingency. This is a change order to deduct \$1,650 from the contract because the contract is now over so we will not pay that to the contractor. Commissioner made a motion to approve change order #2 on the Addition to Allen County Sheriff Range Building project. Commissioner Bloom seconded the motion. Motion carried 3-0.

7. Consider approval of claims submitted for payment. Commissioner Peters made a motion to approve claims submitted for payment in the amount of \$698,957.64. Commissioner Bloom seconded the motion. Motion carried 3-0.

8. Other Business: Consider approval of agreement between the Board of Commissioners and Interstate Gas Supply, Inc. Chris Cloud, Executive Assistant, stated that we are part of a natural gas purchasing cooperative with Ft. Wayne Community Schools, the City of Ft. Wayne and some other folks. The company that we cooperatively purchase natural gas from has a new owner. They would like us to affirm a new contract with the exact same terms and price but the name of the company is different. It used to be Border Energy and it is now Interstate Gas Supply, Inc. Commissioner Peters made a motion to approve the contract. Commissioner Bloom seconded the motion. Motion carried 3-0.

9. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of March 31, 2017. Commissioner Peters made a motion to approve the waiving of the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of March 31, 2017. Commissioner Bloom seconded the motion. Motion carried 3-0.

10. Comments from the Public. Jane Lavalla 12116 Windmere Rd. in Roanoke inquired about an item that was pulled from the agenda. Tom Ewing, Lafayette Twp., wanted to thank the commissioners for the task force and plan amendment.

11. Motion to Adjourn. Meeting adjourned 10:18 a.m.

#2

Amendment One
to
Services Agreement

This Amendment One ("Amendment One") to the Services Agreement dated September 27, 2013 (the "Agreement") is entered into on 3.26.17 ("Amendment Effective Date") between Kronos Talent Management LLC, formerly Kronos Talent Management Inc. ("Kronos TM"), an Oregon limited liability company with a business address of 11850 SW 67th Avenue, Tigard, OR 97223 and The Board of Commissioners of the County of Allen ("Customer"), a Indiana corporation with a business address of 200 E Berry St, Ft. Wayne, IN 46802.

The parties agree as follows:

1. **Term.** Section 2 of the Agreement is deleted in its entirety and replaced with the following:

"2. **Term and Termination.** The term of this Agreement shall begin on the Effective Date and shall continue through March 25, 2018 (the "Minimum Service Term"). Following the Minimum Service Term, this Agreement shall automatically renew for consecutive one year periods unless terminated by either party with no less than ninety (90) days' notice."

2. **Pricing.** Notwithstanding the prior pricing terms in the Agreement, pricing as of this Amendment Effective Date is as follows:

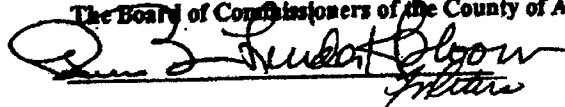
| |
|---|
| Monthly Service Fee – Effective March 26, 2017 |
| \$2,250 for up to 1664 Employees plus \$122 for each additional 100 Employees or fraction thereof |

*Customer will be invoiced for a minimum of one thousand six hundred sixty four (1664) employees per year during the minimum service term regardless of the actual number of employees activated or maintained.

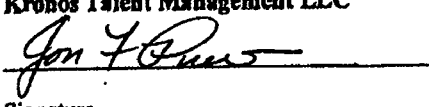
Except as expressly amended by the terms of this Amendment One the Agreement remains in full force and effect. The terms of this Amendment One apply as of the Amendment Effective Date and have no retroactive effect. To the extent that any term, condition or provision of this Amendment One conflicts with the terms or conditions of the Agreement or any amendment, change order, or service order thereto, the terms of this Amendment One shall control.

The parties have caused this Amendment One to be executed by their duly authorized representatives as follows:

The Board of Commissioners of the County of Allen


 Signature
 Therese Brown, Linda Bloom, F. Nelson Peters
 Printed Name
 Commissioners
 Title
 4/7/2017
 Date

Kronos Talent Management LLC


 Signature
 Jon F. Puckett
 Printed Name
 Sr. Dir. Services
 Title
 4.7.17
 Date

AGREEMENT

This Agreement, made and entered into this 04 day of April 2017 by and between the Board of Commissioners of the County of Allen, Allen County, Indiana, Party of the First Part, and Primco Inc., P.O. Box 9782, Fort Wayne, IN 46899 Party of the Second Part.

WITNESSETH:

WHEREAS, the said Party of the First Part has duly advertised for bids, as required by law, for the construction of:

Bid Reference #03-17 ACHD Construction of Winters Road Extension at General Motors, Allen County, Indiana.

For the bid amount of \$3,686,039.83 (Three-Million, Six-Hundred, Eighty-Six-Thousand, Thirty-Nine Dollars and 83/100 Cents) submitted March 28, 2017 and the purchase of the following materials and supplies therefore, to-wit: Bid Reference #03-17 and the Party of the Second Part has heretofore duly filed with the Purchasing Director of said County their bid for the construction of said Bid Reference #03-17 and the furnishing and sale of said materials and supplies therefore to said First Party, together with their Payment and Performance Bond with Ohio Farmers Insurance Company, One Park Circle, P.O. Box 5001, Westfield Center, OH 44251.

For 150% of Bid Amount \$5,529,059.75 (Five-Million, Five-Hundred Twenty-Nine Thousand, Fifty-Nine Dollars and 75/100 Cents) as surety thereon, conditioned that said Second Party, in the event he is awarded the contract there for, will enter into a contract whereby he agrees to construct

Bid Reference #03-17 ACHD Construction of Winters Road Extension at General Motors, Allen County, Indiana.

- and to furnish and sell said materials in accordance with the plans and specifications therefore heretofore adopted by the said Party of the First Part, which plans and specifications are on file with the Purchasing Director of said County, and for the faithful performance of said contract; and

WHEREAS, on the opening of all bids received by the said Party of the First Part, said Party of the first Part determined and found that the Party of the Second Part was the lowest and best bidder for the construction of

Bid Reference #03-17 ACHD Construction of Winters Road Extension at General Motors, Allen County, Indiana.

- and furnishing and sale of said supplies and materials therefore, said bid being as follows:

Bid Reference #03-17 ACHD Construction of Winters Road Extension at General Motors, Allen County, Indiana.

- and the said Party of the Second Part was duly awarded the contract for the construction of

Bid Reference #03-17 ACHD Construction of Winters Road Extension at General Motors, Allen County, Indiana.

- And for the furnishing of said supplies and materials to the Party of the First Part at and for the amount bid, as hereinbefore set forth;

NOW THEREFORE, for and in consideration of the premises and the agreements hereinafter contained, the said Party of the Second Part agrees to sell, and the Party of the first Part agrees to have

Bid Reference #03-17 ACHD Construction of Winters Road Extension at General Motors, Allen County, Indiana.

Constructed by the Party of the Second Part and agrees to buy from them the following materials and supplies at and for the price of Not to Exceed: \$3,686,039.83 (Three-Million, Six-Hundred, Eighty-Six-Thousand, Thirty-Nine Dollars and 83/100 Cents)

and it is understood and agreed that the construction and all of said supplies and materials are to comply with the plans and specifications therefore now on file with the Purchasing Director of said County, upon which plans and specifications the advertisement for bids has heretofore been made, and it is agreed between the Parties hereto that said plans and specifications are a part of this contract the same as if set out in detail herein; that the said Second Party shall, upon requisition and instruction from the First Party, deliver the said supplies and material to the First Party, and that the same shall be to the satisfaction of said First Party or its duly appointed and constituted superintendent or inspector in said matter; that in the event that the said First Party, by and through its lawful agents or representatives, determines that the said construction and supplies and materials do comply with the aforesaid plans and specifications, said First Party shall have the right to reject the same, and the right to reject may be exercised by the said Party of the First Part, either in whole or in part; and in the event that partial performance or delivery has been made and accepted, and the Party of the First Part thereafter discovers that said construction and supplies and materials do not comply with the aforesaid plans and specifications, the balance of said construction, supplies and materials herein contracted for may be rejected by the said First Party; provided, however, that the action of the Party of the First Part in rejecting said construction, supplies and materials, either in whole or in part, shall in no manner affect the liability of the Party of the Second Part hereunder, or under the aforesaid bond, either at law or in equity.

It is further stipulated and agreed that the delivery of the supplies and materials herein contracted for, shall be made as requisitioned by the Party of the First Part, by and through its lawful agent or agents, and that after delivery thereof the payment for the same, as well as any other types of claims, shall comply with the following:

GENERAL REQUIREMENTS

Claims may only be paid if the procedures for approving their payment as set out in the Indiana Code are followed and after appropriate requirements are strictly complied with as may from time to time be amended. Such procedures may include the following conditions and provisions:

1. The Claimant shall file the claim with the County Auditor on forms furnished for that purpose by the County Executive.
2. The Auditor shall present the claim to the County Executive, which shall examine the merits of the claim. The Executive may allow any part of the claim that it finds to be valid.
3. The County Auditor shall publish the claim which has been filed for the consideration of the County Executive and, as appropriate, shall publish the claim for allowance if made by the Courts of the County.
4. The claim filed for the consideration of the Executive shall be published at least three (3) days before the session of the Executive and, as appropriate, a Court claim for allowance shall be published at least three (3) days before the issuance of warrants in payment of those allowances.
5. A claim or allowance shall be published as prescribed by I.C. 5-3-1, and by I.C. 36-2-6-3, as follows: One (1) publication in two (2) newspapers of general circulation in the County of Allen, Indiana
6. If appropriate, in publication of itemized statements filed by highway (or assistant) supervisors for consideration of the Executive, the Auditor shall publish the name of each party and the total amount due each party named in the itemized statements.
7. If appropriate, the County Auditor shall publish one (1) time in accordance with I.C. 5-3-1 a notice of all allowances made by a Circuit or Superior Court. The notice must be published within sixty (60) days after petition for the allowances are made and must state their amount, to whom they are made, and for what purpose they are made.
8. Any contractor, person or party obtaining a bid from the county of Allen, or any of its subdivisions, shall pay, on time and in full, all of its subcontractors, laborers, material suppliers, and those performing services. The board shall withhold money from the contract price in a sufficient amount to pay the subcontractors, laborers, material suppliers and those furnishing services, if necessary, as follows:
 - a. When a public work project is to be performed, the board shall withhold final payment to the contractor until the contractor has paid the subcontractors, material suppliers, laborers, or those furnishing services. However, if there is not a sufficient sum owed to the contractor to pay those bills, the sum owed to the contractor shall be prorated in payment of the bills among the parties entitled.
 - b. To receive payment the subcontractor or subcontractors, material suppliers, laborers, or those furnishing services shall file their claims with the board within sixty (60) days after the labor performed, last material furnished, or last service rendered by them, as provided in section I.C 36-1-12-13.
 - c. If there is no dispute between the parties claiming to be entitled to the money withheld, the board shall pay the claim from the money due the contractor and deduct it from the contract price. The board shall take a receipt for payment made on a claim.
 - d. If there is a dispute between the parties claiming to be entitled to the money withheld, the board shall retain sufficient money to pay the claims until the dispute is settled and the correct amount is determined. However, the board may make a final and complete settlement with the contractor after thirty (30) days after the date for the completion and acceptance of the public work if the board is furnished with satisfactory evidence indicating the payment in full of all subcontractors, material suppliers, laborers, or those furnishing services.
 - e. A claim form must be signed by an individual from the political subdivision or agency who is directly responsible for the project and who can verify:
 1. The quantity of a purchased item; or
 2. The weight or volume of the material applied, in the case of a road, street or bridge project.

REGARDING SUPPLIES:

1. A County officer or employee authorized to receive supplies contracted for by the County shall review the invoice or bill for the supplies item by item and certify in writing on the invoice or bill:
 - a. The fact that the supplies listed on the invoice or bill have been delivered in compliance with the contract; or,
 - b. The facts showing a breach of contract. If the officer or employee discovers a breach of contract on receipt of the supplies, he shall deduct a just amount from the invoice or bill. The officer or employee shall immediately file his certificate and the bill or invoice with the County Auditor.

2. The County Executive may approve a claim or contract for supplies only if:

- a. It finds that the claimant has complied with the contract; and
- b. The County Auditor certifies in writing that the invoice or bill for the supplies corresponds with the contract.

REGARDING WORK SUPERVISED BY COUNTY SURVEYOR:

The County Executive may allow a contract claim for work that was to be conducted under the supervisions of the County Surveyor, Engineer, Superintendent or Inspector appointed by the Executive, only if that Supervisor certifies in writing on the claim that the work listed in the claim has been performed according to the intent and that the claim is due and owing under the contract. The supervisor's certificate must be filed with the claim.

REQUIREMENTS FOR ISSUANCE OF WARRANTS:

The County Auditor may issue a warrant for money to be paid out of the County Treasury in payment of a claim only if the claim is:

- A. Fully itemized
- B. Verified by the claimant or someone acting in his behalf; and,
- C. filed with the Auditor more than five (5) days before the first day of the meeting of the County Executive at which it is allowed.

COMPLIANCE REQUIRED:

The County Auditor may issue a warrant for money to be paid out of the County Treasury in payment of a claim:

- A. For Supplies; or
- B. On a contract with the County Executive for the execution of a public work; only if the supplies were purchased or the contract was made in compliance with the Indiana Code.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names the day and year hereinabove first written.

ATTEST:

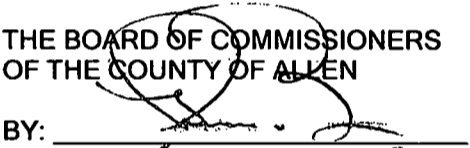
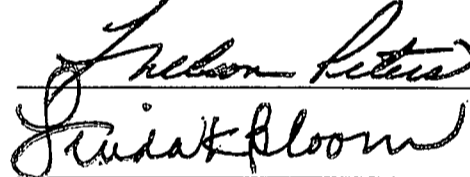
BY:



Auditor

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF ALLEN

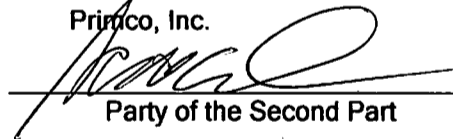
BY:

Party of the First Part

Princo, Inc.

BY:



Party of the Second Part

#5

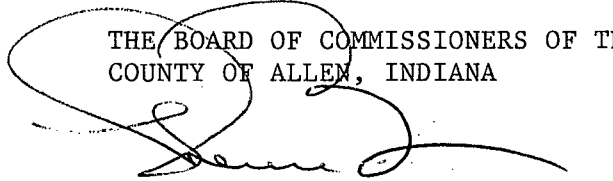
INDIANA DEPARTMENT OF TRANSPORTATION

RIGHT OF ENTRY AND PROPERTY RELEASE FROM LANDOWNER

CONTRACT NO. R34146 Allen County, Indiana
 PROJECT NO. 0901973 03-13-17
date
 STRUCTURE NO. N/A

We (or I), the undersigned, owners (or owner) of land along Carroll Road, adjacent to the above noted contract constructed by Fox Contractors Corp., hereby grant permission for Fox Contractors Corp. to place the asphalt millings from the Carroll Road project at the Allen County Highway Garage east of the project. The asphalt millings shall become the property of the Allen County Highway Department.

THE BOARD OF COMMISSIONERS OF THE
 COUNTY OF ALLEN, INDIANA



 Therese M. Brown, President

F. Nelson Peters

 F. Nelson Peters, Vice President

Linda K. Bloom

 Linda K. Bloom, Secretary



We (or I), the undersigned, owners (or owner) of land referenced above hereby state that my property has been left in a satisfactory condition and I release the Contractor from any claim for use or damage to said property.

THE BOARD OF COMMISSIONERS OF THE
 COUNTY OF ALLEN, INDIANA

 Therese M. Brown, President

 F. Nelson Peters, Vice President

cc: Project Engineer
 Property Owner
 Contractor

 Linda K. Bloom, Secretary

INDOT right of entry/property release R-34146 Carroll Road

Adamson, Don

To: Bill Hartman**Date:** 3/14/2017 8:56:59 AM**Attachments:** [20170314074852.pdf](#)

Bill

Per our conversation attached is the Right of Entry and Property release form INDOT requires. This is for INDOT Contract R-34146 Carroll Road where Fox Contractors will be delivering the asphalt millings to ACHD North Barn. As you know at this point I only need the top portion the right of entry signed then at completion of the project you will need to sign the property release portion stating Fox fulfilled our commitment. please let me know if you have any questions. Please return one signed copy to me.

Thank you

Don Adamson
Fox Contractors Corp
(260) 410-2982 cell
(260) 755-7905 direct
dadamson@foxcontractors.com e-mail

9
H

WARRANTY DEED

Form WD-1
Revised 07/2014

| | |
|----------|----------------|
| Project: | <u>1382497</u> |
| Code: | <u>N/A</u> |
| Parcel: | <u>7</u> |
| Page: | <u>1 of 4</u> |

THIS INDENTURE WITNESSETH, That Cook Land Group, LLC, an Indiana limited liability company, the Grantor(s) of Jefferson County, State of Kentucky Convey(s) and Warrant(s) to **THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA**, the Grantee, for and in consideration of the sum of Twenty-one thousand nine hundred ninety-five and 00/100 Dollars (\$21,995.00) (of which said sum \$18,825.00 represents land and improvements acquired and \$3,170.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Allen, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

The undersigned represents and warrants that he is the Managing Member of the Grantor; that the Grantor is a limited liability company validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full company capacity to convey the real estate interest described; that pursuant to a resolution of the Members of the Grantor or the Operating Agreement of the Grantor he has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that he is therefore, fully authorized and empowered to convey to The Board of Commissioners of the County of Allen, Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments he had full authority to so act; and that all necessary company action for the making of this conveyance has been duly taken.

The grantor(s) assume(s) and agree(s) to pay the 2016 payable 2017 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the County in the event of any non-payment.

Interests in land acquired by The Board of
Commissioners of the County of Allen, Indiana
Grantee mailing address:
200 E. Berry Street, Suite 410
Fort Wayne, IN 46802
I.C. 8-23-7-31

Form WD-1
Revised 07/2014

Project: 1382497
Code: N/A
Parcel: 7
Page: 2 of 4

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this 30TH day of JANUARY, 2017. *WD*

Cook Land Group, LLC, an Indiana limited liability company

By [Signature] (Seal) _____ (Seal)
Signature

Signature

Samuel R. Cook, Managing Member
Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

STATE OF KENTUCKY:

SS:

COUNTY OF JEFFERSON:

Before me, a Notary Public in and for said State and County, personally appeared Samuel R. Cook, Managing Member of Cook Land Group, LLC, an Indiana limited liability company, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

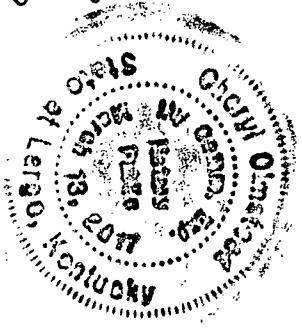
Witness my hand and Notarial Seal this January day of 30th, 2017. *WD*

Signature [Signature]

Printed Name Cheryl Olmstead

My Commission expires March 13, 2017

I am a resident of Jefferson County.



Form WD-1
Revised 07/2014

| | |
|----------|----------------|
| Project: | <u>1382497</u> |
| Code: | <u>N/A</u> |
| Parcel: | <u>7</u> |
| Page: | <u>3 of 4</u> |

This instrument prepared by: G. William Fishing (6854-02), Beers, Mallers, Backs & Salin, LLP
110 W. Berry St., Suite 1100, Fort Wayne, IN 46802

This instrument prepared by and I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Lara Dorsett

Form WD-1
Revised 07/2014

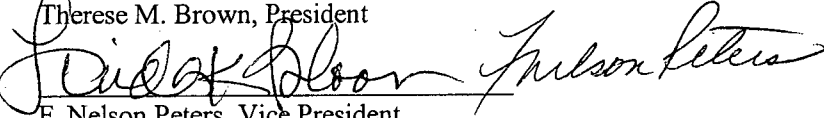
| | |
|----------|----------------|
| Project: | <u>1382497</u> |
| Code: | <u>N/A</u> |
| Parcel: | <u>7</u> |
| Page: | <u>4 of 4</u> |

The forgoing Warranty Deed is hereby accepted by:

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF ALLEN, INDIANA



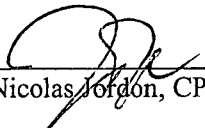
Therese M. Brown, President



F. Nelson Peters, Vice President

Linda K. Bloom, Secretary

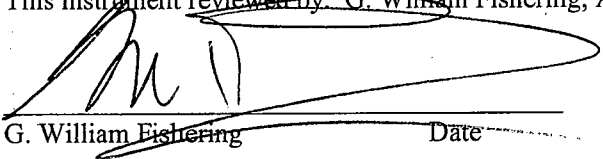
ATTEST:



Nicolas Jordan, CPA, Allen County Auditor

Date: _____

This instrument reviewed by ~~G. William Fishering~~, Attorney at Law.



G. William Fishering Date

EXHIBIT "A"

WDT

Project: 1382497
Tax I.D. 02-07-22-102-002.000-073

Parcel: 7
Sheet: 1 of 1

A part of Lot 15 of Cross Creek Commons Section II, a subdivision in the Northwest Quarter of Section 22, Township 31 North, Range 12 East, Allen County, Indiana, the plat of which is recorded in Plat Cabinet "C", page 129 in the Office of the Allen County Recorder and being a part of the grantor's land described in Instrument No. 2009015056 in the Office of said Recorder, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the northeast corner of said Lot 15: thence South 18 degrees 35 minutes 51 seconds East (bearings based on the Location Control Route Survey Plat for this project recorded as Instrument No. 2015000809 in the Office of said Recorder) 10.50 feet along the eastern line of said lot to the point designated as "6029" on said plat; thence South 77 degrees 40 minutes 23 seconds West 74.88 feet to the point designated as "6028" on said plat; thence South 89 degrees 13 minutes 45 seconds West 187.80 feet to the west line of the grantor's land; thence North 0 degrees 47 minutes 41 seconds West 25.00 feet along said west line to the northwest corner of the grantor's land; thence North 89 degrees 13 minutes 45 seconds East 257.96 feet along the north line of said lot to the point of beginning and containing 0.137 acres, more or less.



Certified this 29th day of June, 2016.

Jason N. McCort

Jason N. McCort, P.S.
Professional Surveyor
State of Indiana, Surveyor No. 20300004

PARCEL NO. : 7
 PROJECT NO. : 1382497
 BRIDGE NAME : ALLEN 95
 COUNTY : ALLEN
 SECTION : 22
 TOWNSHIP : 31 N.
 RANGE : 12 E.

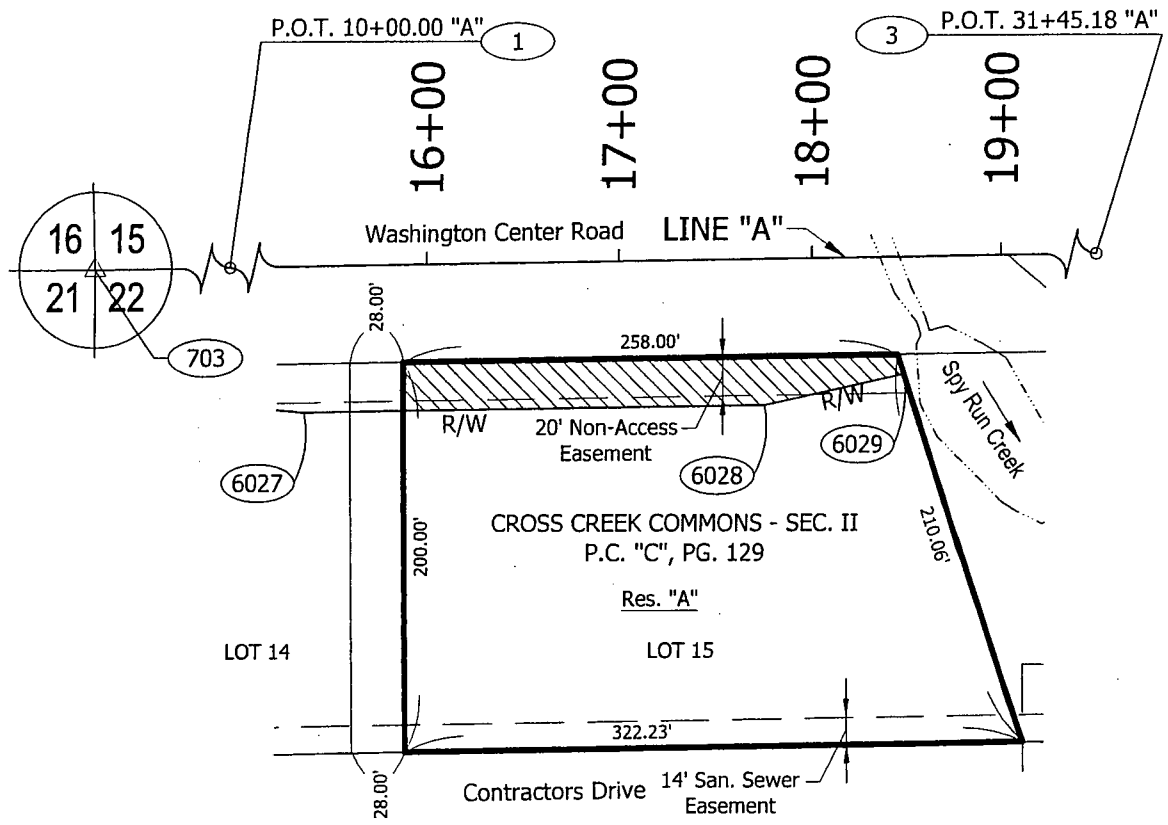
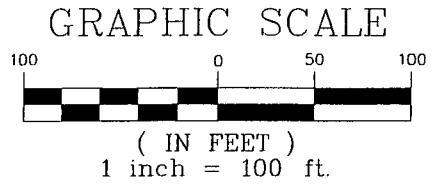
OWNER: COOK LAND GROUP, LLC
 INSTRUMENT NO. 2009015056, DATED 03/30/2009

DRAWN BY: CVS 06/20/2016
 CHECKED BY: JNM 06/29/2016
 SCALE: 1" = 100'
 SHEET 1 OF 1

 HATCHED AREA IS THE APPROXIMATE TAKING

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

EXHIBIT "B"



PARCEL COORDINATE CHART

| POINT | STATION | OFFSET | CL | NORTH | EAST |
|-------|---------------|-----------|-----|--------------|-------------|
| 6027 | 15+35.00 | 75.00 Rt. | "A" | 2143524.5478 | 464846.6255 |
| 6028 | 17+75.00 | 75.00 Rt. | "A" | 2143527.7769 | 465086.6038 |
| 6029 | +PL(18+48.36) | 60.00 Rt. | "A" | 2143543.7626 | 465159.7550 |

SEE LOCATION CONTROL ROUTE SURVEY PLAT FOR POINTS: 1, 3 & 703

NOTE: STATIONS AND OFFSETS CONTROL OVER BOTH NORTH AND EAST COORDINATES AND BEARINGS AND DISTANCES

SURVEYORS STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey Plat" recorded as Instrument #2015000809 in the Office of the Recorder of ALLEN County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

RIGHT-OF-WAY PARCEL PLAT

Prepared for - ALLEN COUNTY BOARD OF COMMISSIONERS
 by Butler, Fairman and Seufert, Inc. (Job #5682.06)



Jason N. McCort
 Jason N. McCort
 Date

6/29/2016



Tx:4273497

2017028957

RECORDED: 06/08/2017 11:43:13 AM

ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

a portion of:

Tax Parcel ID No.: 02-16-17-100-003.000-048

COUNTY: Allen

DEED OF GIFT

THIS DEED OF GIFT, executed this 7th day of APRIL, 2017, between GENERAL MOTORS LLC, a Delaware limited liability company, with its principal address at 300 Renaissance Center, Mail Code 482-C19-GRE, Detroit, Michigan 48265, hereinafter referred to as Grantor, and THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, with its principal address at 200 E. Berry Street, Suite 410, Fort Wayne, Indiana 46802, hereinafter referred to as Grantee,

WHEREAS, Grantee desires the tract of land hereinafter more particularly described to be used for a public access road, and Grantor, as owner of such tract, is agreeable to conveying such tract to Grantee as a gift.

NOW, THEREFORE, WITNESSETH, for and in consideration of No Dollars (\$0), Grantor's willingness to convey the described tract of land as a gift to Grantee, and Grantee's acceptance of the delivery of this Deed of Gift of such tract of land as a public access road, Grantor does by these presents GRANT, BARGAIN, SELL, REMISE, RELEASE, AND FOREVER QUITCLAIM unto Grantee, its successors and assigns, land situated in Allen County, Indiana (the "Property"), described as follows:

SEE ATTACHED EXHIBIT A

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever, as provided herein.

This conveyance is subject to existing easements and restrictions (of record or unrecorded), those matters which would be shown by a survey or would be evident by a personal inspection of the Property and the following restrictions, which restrictions shall run with the Property. The use of groundwater at, in, or under the Property by any person or entity for any purpose, including potable and non-potable uses, shall be strictly prohibited.

No person or entity may "treat," "store" or "dispose" of any "hazardous substances," "hazardous wastes" or "toxic substances" as those terms are defined under CERCLA, 42 U.S.C. 9601 et. seq., RCRA, 42 U.S.C. 6901 et. seq., or TSCA, 15 U.S.C. 2601 et. seq.

UPS
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Env

AUDITOR'S OFFICE
Duly entered for taxation
Subject to final
acceptance for transfer

JUN - 8 - 2017

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