



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 13th, 2012
Council Chambers Courtroom – Citizens Square

1. Approval of the minutes of April 6th, 2012.
2. Bid Award for Bid Reference #07-12 – Bluffton Rd auxiliary lanes and construction of New Road from Bluffton rd to ± 1,419' East – bid is awarded to Primco, Inc with a bid of \$478,484.15.
3. Quit Claim Deed – Flutter Rd – St Joe Rd to Schwartz Rd – Project 05-276
 - a. Parcel 102 – Indiana Michigan Power Company
4. Stormwater Pollution Prevention Plan to obtain an IDEM Rule 5 permit for Road Conversions on behalf of the Highway Department.
5. Other Business:
6. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of April 13th, 2012.
7. Comments from the Public.
8. 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, April 6, 2012

Council Chambers Courtroom – Citizens Square

Commissioners Present: Nelson Peters, Linda Bloom and Therese Brown

Others Present:	Chris Cloud	Commissioners Office
	Bill Fishering	County Attorney
	Beth Dlug	Election Board
	Dave Estes	GIS – County IT
	Nikki Liter	Economic Development
	Bill Hartman	AC Highway Dept.
	Vivian Sade	Journal Gazette

Commissioner Peters called the meeting to order at 10:03AM. Commissioner Peters led the meeting with the Pledge of Allegiance and a moment of silence.

- 1. Approval of the minutes of March 30, 2012.** Commissioner Brown made a motion to approve the minutes. Commissioner Bloom seconded the motion. Motion carried 3-0.
- 2. Services Agreement between the Board of Commissioners and Konnech, Inc for election management software on behalf of the Election Board.** Beth Dlug, Election Board, presented this item and stated that a process was started back in 2009 trying to consolidate a lot of their data which is disbursed over many different databases. After some time and discussions they realized that it would be very hard to get that done on a local basis plus they would not really have any kind of idea how much the cost would be to put it together plus the maintenance on it ongoing. Last year, with Tracy Ripplinger's help, they started looking on the outside and they found PollChief which is with Konnech. They will consolidate several areas of our data, mostly poll workers polling locations. It also gives us new opportunities to communicate and share information with the political parties using a lot of the poll worker assignments and also allow mass communications at the last minute. The contract is a \$40,000 to get the software implemented. It is a web based election consolidation program. It will be \$8,000 a year for a maintenance contract which will remain flat for the next 5 years. If we decide it is not what we want, we have a yearly option out but as long as we option in, we will have 5 years of a flat contract. This is actually less than the cost for ATOS to maintain those databases in-house. Commissioner Bloom made a motion to accept the Services Agreement between the Board of Commissioners and Konnech, Inc for election management software on behalf of the Election Board. Commissioner Brown seconded the motion. Motion carried 3-0.
- 3. Amendment to Allen County Code Title 12 (Financial) – Article 90 (Electronic Map Users Fee Fund).** Dave Estes, GIS, presented this item. He stated the iMap Board met a couple weeks ago and tossed around a lot of ideas with the goal to standardize our fee structures and from that discussion this proposed amendment came. The iMap Board recommends that we remove all of the fees from our current GIS fee schedule. That is specifically for the purchase of data. Further, the iMap Board states that the GIS data are in fact public records. This allows for economic development, it allows for the standardization of our data with the City of Fort Wayne, with the state of Indiana and the federal

government. It opens up opportunities for Allen County to enjoy grants from the federal and state government. The iMap Board voted unanimously to remove fees for data extraction. Commissioner Brown made a motion to approve the Amendment to Allen County Code Title 12 (Financial) – Article 90 (Electronic Map Users Fee Fund). Commissioner Bloom seconded the motion. Motion carried 3-0.

4. **Data Exchange Agreement between the Board of Commissioners and Indiana Office of Technology.** Dave Estes, GIS, stated that the Commissioners should have recently received a letter from a Mr. Jim Sparks who is the State of Indiana's Geographic Information Officer (GIO). He works for the department of information technology. The letter was a request similar to a request made a few years ago for 4 different layers of GIS data - land parcels, road center lines, point addresses and administrative boundaries. The letter extends the offer of a 3 year grant for the amount of \$6,000 (\$2,000 a year) and that is for the creation of a web feature service which is a GIS web service that would be created locally here for the use of the State of Indiana to extract these 4 layers of data automatically. These 4 layers will then be incorporated into what is called the Indiana Map which is a map sponsored by state government. There are many organizations within state government who fund this so there is not one single funder. The map is put forward to benefit regional and statewide projects and Allen County, being the largest geographic county and the third largest populist county, has quite a lot of those projects. The contract that joins the letter is the legal portion of the request. Commissioner Brown made a motion to approve the Data Exchange Agreement between the Board of Commissioners and Indiana Office of Technology. Commissioner Bloom seconded the motion. Motion carried 3-0.

5. **Warranty Deed between the Board of Commissioners and RG-Fort Wayne, LLC for 12747 Bluffton Road.** Nikki Liter, Economic Development, presented this item and stated that a few weeks ago the Commissioners signed the Warranty Deeds from the Redevelopment Commission. This is the other part of it from the Rockefeller Group for the easements on the access road there. Commissioner Brown made a motion to approve the Warranty Deed between the Board of Commissioners and RG-Fort Wayne, LLC for 12747 Bluffton Road. Commissioner Bloom seconded the motion. Motion carried 3-0.

6. **Change Order # 2 – Spring Street Bridge # 524 over Norfolk Southern Railroad, Project # BR0197**
 - a. **An increase in cost - \$ 831.60 – type B & D Construction signs in order to meet MUTCD guidelines.**

Bill Hartman, Highway Director, presented this item and stated we had to add some type B & D signs to the project. They are informational signs such as speed limit, detour markers and those kinds of things to aid in traffic flow. Commissioner Bloom made a motion to approve Change Order # 2 on Spring St. bridge. Commissioner Brown seconded the motion. Motion carried 3-0.

7. **Change Order # 4 – Spring Street Bridge # 524 over Norfolk Southern Railroad, Project # BR0197**
 - a. **An increase in cost - \$1,237.50 – due to elimination of the planned field office (Change Order # 1) the project supervisor requires internet access in order to complete project administration duties.**

Bill Hartman, Highway Director, presented this item and stated that we eliminated the field office on the project but that we still need internet access in order to do the administration of the project. Commissioner Bloom made a motion to approve Change Order # 4 on Spring St. bridge. Commissioner Brown seconded the motion. Motion carried 3-0.

8. **Change Order # 5 - Spring Street Bridge # 524 over Norfolk Southern Railroad, Project # BR0197**
 - a. **An increase in cost - \$ 357.50 – due to no pay item for maintenance of traffic aggregate was included in the contract documents to provide ingress/egress to property owner approaches.**

Bill Hartman, Highway Director, stated there is no pay item for maintenance of traffic aggregate in the contract and we needed some aggregate for ingress/egress for property owners and this establishes that item for \$357.50. Commissioner Bloom made a motion to approve Change Order #5. Commissioner Brown seconded the motion. Motion carried 3-0.

9. **Other Business:** Chris Cloud, Executive Assistant, stated we have a **Community Corrections work crew agreement between Community Corrections and the Masonic Temple**. This is a contract for “as needed” work, such as landscaping. Standard terms, standard pay. Commissioner Brown made a motion to approve the agreement. Commissioner Bloom seconded the motion. Motion carried 3-0.
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 April 6th, 2012.** Commissioner Brown made a motion to approve waiving the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of April 6th, 2012. Commissioner Bloom seconded the motion. Motion carried 3-0.
11. **Comments from the Public.**
12. **Motion to Adjourn.** There being no further business, the meeting was adjourned at 10:28 a.m.

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#2

Allen County Highway

200 E. Berry Street - Room 280
Phone: 260-449-7369

Fort Wayne, Indiana 46802
Fax: 260-449-7594

April 13, 2012

BID REFERENCE: #07-12, CONSTRUCTION OF BLUFFTON ROAD AUXILLIARY LANES, PROJECT #1300711 AND CONSTRUCTION OF NEW ROAD, FROM BLUFFTON ROAD TO ±1419' EAST, PROJECT #1300611 PLEASANT TOWNSHIP, SECTION 15, ALLEN COUNTY, INDIANA.

Bids for this project were received and opened on April 10th 2012 @ 2:00 p.m. by the Allen County Department of Public Purchase and the Allen County Highway Department on behalf of the Allen County Board of Commissioners.

One (3) bids was received and opened. The name of the bidder and the sum of the Base Bid were:

Primco, Inc.	\$478,484.15
Brooks Construction Co., Inc.	\$541,747.30
Hipskind Concrete Corp.	\$622,603.00

The Engineer's Estimate for this project was \$732,959.50.

After reviewing the bids submitted for this project, it is the Highway Department's recommendation the Allen County Board of Commissioners accept and award Primco, Inc., the contract for the construction of this project on Friday, April 13th, 2012.

RECOMMENDED FOR APPROVAL:

ALLEN COUNTY HIGHWAY DEPARTMENT



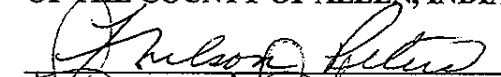
Daniel B. Allen, Chief Projects Manager




William F. Hartman, Executive Director

APPROVED:

**THE BOARD OF COMMISSIONERS
OF THE COUNTY OF ALLEN, INDIANA**

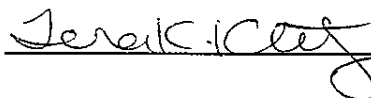
 , F. Nelson Peters, President

 , Linda K. Bloom, Vice-President

 , Therese M. Brown, Secretary

ATTEST:

ALLEN COUNTY AUDITOR

 , Tera K. Klutz, CPA, Auditor

DATE APPROVED:

cc: K. Yagodinski, ACHD Purchasing Contractor Project File

THIS AGREEMENT, made and entered into this 13th day of April, 2012 by and between The Board of Commissioners of the County of Allen, of Allen County, Indiana, party of the first part, and Primco, Inc., 7107 Smith Road, P.O. Box 9782, Fort Wayne, IN 46899-9782.

WITNESSETH:

THAT, WHEREAS, the said party of the first part has duly advertised for bids, as required by law, for the purchase of the following materials and supplies, to-wit:

Bid Reference #07-12: Construction of Bluffton Road Auxiliary Lanes, Project #1300711 and Construction of New Road, from Bluffton Road to ±1419' East, Project #1300611 Pleasant Township, Section 15, Allen County, Indiana.

and the said party of the second part has heretofore duly filed with the Purchasing Department of said County their bid for the furnishing and sale of said materials and supplies to said first party, together with their bond, with **Ohio Farmers Insurance** Ten Percent (10%) of Four Hundred Seventy-Eight Thousand Four Hundred Eighty-Four Dollars and Fifteen Cents (\$478,484.15) for a total of Forty-Seven Thousand Eight Hundred Forty-Eight Dollars and Forty-Two Cents (\$47,848.42) as surety thereon, conditioned that said second party, in the event he is awarded the contract therefore, will enter into a contract for the furnishing and sale of 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 Department of said County, and for the faithful performance of said contract; and

WHEREAS, on the opening of all the 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 furnishing and sale of said supplies and materials, said bid being as follows:

See above and attached

And the said party of the second part was duly awarded the contract for the furnishing of said supplies and materials to the party of the first part at and for the amount bid, as hereinabove set forth;

NOW, THEREFORE, for and in consideration of the premises, and the agreements hereinafter contained, the said party of the second part hereby agrees to sell, and the party of the first part agrees to buy from the said party of the second part, the following materials and supplies at and for the price of

See above and attached

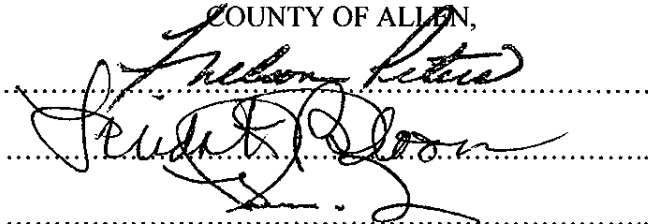
and it is understood and agreed that all of said supplies and materials are to comply with the plans and specifications therefore now on file with the Purchasing Department of said County, upon which plans and specifications the advertisement for bids has heretofore been made, and it is agreed between 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 materials to the first party, and that the same shall be to the satisfaction of said first party and 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, determine that the said supplies and materials do not 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 delivery has been made and accepted, and the party of the first part thereafter discovers that said supplies and materials do not comply with the aforesaid plans and specifications the balance of said supplies and materials herein contracted for may be rejected by the said party of the first part; provided, however, that the action of the party of the first part in rejecting said 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 to the said party of the second part shall be made by the said party of the first part after a claim therefore has been presented to the party of the first part and duly allowed, at the time and in the manner provided by the rules heretofore adopted by the party of the first part, and after such allowance of said claim, payment of the same shall be made by warrant drawn by the Auditor of said County, payable to party of the second part.

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

THE BOARD OF COMMISSIONERS OF THE
COUNTY OF ALLEN,

By



.....
Party of the First Part

#3

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, That Indiana Michigan Power Company, an Indiana Corporation (f/k/a Indiana & Michigan Electric Company), the Grantor, Releases and Quitclaims to the The Board of Commissioners of the County of Allen, Indiana, the Grantee, for and in consideration of the Sum of Four Hundred Fifty 00/100 Dollars (\$450.00) (of which said sum \$450.00 represents land and improvements acquired and \$0.00 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 and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "A", which exhibit is incorporated herein by reference.

Tax Parcel Number: 02-00-02-377-001.000-63

Last Transfer: Being part of the property conveyed to Indiana Michigan Power Company (formerly Indiana & Michigan Electric Company) from Kendall E. Zion and Nancy J. Zion by Deed dated June 3, 1966 and placed of record as Book 672, Page 561, in the Office of the recorder of Allen County, Indiana.

Provided, however, that Indiana Michigan Power Company (herein referred to as easement holder) does hereby except and reserve unto itself, its successors and assigns, a permanent right-of-way and aerial easement for certain existing facilities now in place, and for the future installation and maintenance of Indiana Michigan Power Company's utility facilities for the purpose of transmitting electric, or other energy, and for telephone, telegraph, or communications purposes, together with the right to Indiana Michigan Power Company to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, towers, or supporting structures, with respect to such lines for the purposes described above, including cross-arms, wires, cables, guys anchors, counterpoises, and all other appurtenant equipment and fixtures, all of which is to be maintained in accordance with the requirements of the National Electric Safety Code, (all of the foregoing being hereinafter called collectively "Grantor's Facilities") which reserved easement lies in, on, along, over, through and across that part of the Real Estate described in Exhibit "A", together with the right to Indiana Michigan Power Company to cut, to control, or eliminate by herbicides or other means, and its option to remove from the Premises any trees, overhanging branches, vegetation, obstacles or obstructions which may endanger the safety or interfere with the installation, use or enjoyment of all or any of Indiana Michigan Power Company's Facilities; and to add to the number of and relocate at any time or times any or all of Indiana Michigan Power Company's Facilities; and to use said right-of-way and easement for access to and from any part or parts thereof and any lands and right-of-way of Indiana Michigan Power Company; and of ingress and egress to, over and from the Real Estate and any adjoining lands of Grantee at any and all times

for the aforesaid purposes; and to do anything necessary or desirable in the exercise and enjoyment of the rights herein reserved to Indiana Michigan Power Company.

Any exercise by the easement holder of such easement or any of its rights thereunder shall be subject to the laws, rules, and regulations of the State of Indiana, the United States Government, or any agencies or instrumentalities thereof, including the policies and permit procedures of the Indiana Department of Transportation, which may effect from time to time, which are reasonably necessary or convenient to the protection of said facility and public use thereof. By acceptance of this deed the Grantee agrees that any future alteration and/or relocation ordered by the Grantee of such existing utility facilities shall be performed by the easement holder, and the Grantee shall reimburse the easement holder for the actual reasonable cost to the easement holder of such performance, subject to the laws, rules, and regulations of the State of Indiana, the United States Government, or any agencies or instrumentalities thereof, which may be in effect at the execution of this instrument.

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

The Grantor hereby specifically acknowledges and agrees that no reversionary rights whatsoever shall remain with the Grantors, 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 person executing this deed represents and certifies on behalf of the Grantor, that he/she is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 8th day of March, 2012.

INDIANA MICHIGAN POWER COMPANY

By: Dean A. Berry
Dean A. Berry
Manager, Real Estate Asset Management
American Electric Power Service Corporation
Authorized Signer

STATE OF OHIO)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 8th day of March, 2012, by Dean A. Berry, Manager, Real Estate Asset Management, American Electric Power Service Corporation, as Authorized Signer for Indiana Michigan Power Company, an Indiana corporation on behalf of the corporation.

Richard Scott Sloan
Notary Public

My Commission Expires: March 1, 2017



Richard Scott Sloan
Notary Public-State of Ohio
My Commission Expires
March 1, 2017

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Dean A. Berry

Grantee Mailing Address:
~~City Co Bldg, Room 200~~ 200 E. Berry St. Suite 410
~~1 East Main Street~~
Fort Wayne, IN 46802

This instrument was prepared by Kenneth E. McDonough, Assistant General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, Ohio 43215, for and on behalf of Indiana Michigan Power Company, a unit of American Electric Power.

RIGHT-OF-WAY

1310 Progress Road
Fort Wayne, IN 46808
Phone: (260) 426-3336
Fax: (260) 426-3337

Karst Surveying Services, Inc.

PARCEL 102
EXHIBIT A

RICHARD K. KARST, PLS No. LS80040561

St. JOSEPH TOWNSHIP

Right-of-Way Description

Part of the Southeast Quarter of Section 2, Township 31 North, Range 13 East, Saint Joseph Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker marking the Southeast corner of said Southeast Quarter; thence North 02 degrees 59 minutes 44 seconds West (assumed bearing and basis of bearings to follow), a distance of 1086.00 along the East line of said Southeast Quarter and within the right-of-way of Wheelock Road to a point on the South line of an existing tract described in Deed Record 672, page 561 in the Office of the Recorder of Allen County, Indiana, also being the POINT OF BEGINNING of the herein described tract; thence South 87 degrees 25 minutes 16 seconds West, a distance of 25.00 feet along said South line to the West right-of-way line of said Wheelock Road; thence North 02 degrees 59 minutes 44 seconds West, a distance of 250.00 feet along said West right-of-way line to the North line of said existing tract; thence North 87 degrees 25 minutes 16 seconds East, a distance of 25.00 feet along said North line to the East line of said Southeast Quarter; thence South 02 degrees 59 minutes 44 seconds East, a distance of 250.00 feet along said East line to the Point of Beginning. Containing 0.143 acres (6,250.000 square feet) more or less. Subject to rights-of-way and easements of record.



To the best of my
knowledge and belief, this
plat, together with the
"Location Control Route
Survey" recorded as
Doc.No. 2010043032 in
the Office of the Recorder

RIGHT-OF-WAY PARCEL PLAT **Karst Surveying Services, Inc.**


1310 Progress Road
Fort Wayne, IN 46808
Phone: (260) 426-3336
Fax: (260) 426-3337

PARCEL 102
EXHIBIT B

RICHARD K. KARST, PLS No. LS80040561

St. JOSEPH TOWNSHIP

* (Acreage's of the existing R/W were established—
per Allen County Highway Department Records)

* Existing R/W

6,250.000 S.F.
0.143 Acres

NE.Cor, SE.1/4,
Sec.2, T31N R13E
Iron Pin Found
Per County Witness

SE. 1/4, Sec.2

Indiana & Michigan Electric Company
D.R.672, Pg.561

Existing 25' R/W

Apparent Existing R/W -
6,250.000 S.F.

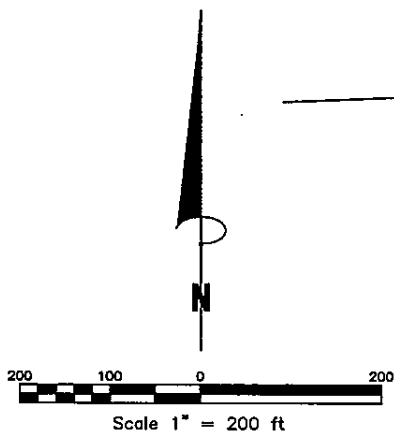
Point of Beginning

David A. Billian
Doc. #94-026255

SW 1/4, Sec. 1

Line "S-3-A"

WHEELLOCK ROAD



Robert L. Sheets
Doc. #77-14152

James O. & Susan C. Gentile
Doc. #94-029954

Existing 25' R/W

Larry W. & Vickie Burton
Doc. #93-071976

SW.Cor, SE.1/4,
Sec.2, T31N R13E
Harrison Marker
Per County Witness

SE.Cor, SE.1/4,
Sec.2, T31N R13E
Harrison Marker
Per County Witness

E. Line, SE.1/4, Sec.2

Line "A"

S. Line, SE.1/4, Sec.2 Existing 14' R/W

S 87°44'06" W ~ 2685.31'

FLUTTER ROAD

NW 1/4, Sec. 12



To the best of my
knowledge and belief, this
plat, together with the
"Location Control Route
Survey" recorded as
Doc.No. 2010043032 in
the Office of the Recorder

Line Table

NUMBER	DIRECTION	DISTANCE
L1	S 87°25'16" W	25.00'
L2	N 02°59'44" W	250.00'
L3	N 02°59'44" W	250.00'

#4



April 5, 2012

Dan B. Allen
Hwy. Chief Project Engineer
Allen County Hwy. Department
200 E. Berry St., Suite 280
Fort Wayne, Indiana 46802

**Proposal to Provide Professional Engineering Services
To Develop Temporary Erosion and Sediment Control Plans & Obtain IDEM Rule 5
Permit**

For the following "Road Conversion" Projects:

Ehle Rd - Brush College Rd to Bull Rapids Rd: Project # 0500407

Irving Rd - SR 37 to Ricker Rd: Project# 0500707

Lutz Rd - South County Line Rd to Yoder Rd: Project #05001107

Valley Dr - Dead End to 1,413'± West of Hosler Rd: Project # 0500112

Dear Dan:

A&Z Engineering, LLC (A&Z) would like to express its appreciation for the opportunity to continue working with Allen County Highway Department (ACHD) on submitting fee proposal for Engineering Services to develop the temporary erosion and sediment control plans, otherwise referred to as a Stormwater Pollution Prevention Plan (SWPPP), and obtain IDEM Rule 5 permit for the Highway department for the above four (4) referenced projects located in Allen County. We understand that the County is required to complete this work to Comply with Indiana department of Environmental Management (IDEM) regulations.

Scope of Work

The scope of project will include the design of temporary erosion and sediment control plans, developing a SWPPP and obtaining Rule 5 permit approval for each of the 4 projects. The work will be completed concurrently; however each project will require individual completion of the described work elements. The scope is more specifically described below.

- Production of the Construction Plans utilizing AutoCAD from the hand drawn design intent provided by the County and utilizing Allen County GIS data
- Consult with Allen County Soil and Water Conservation District on the requirements
- Sites Visit and meeting with ACHD project manager/foreman
- Design of Temporary Erosion and Sediment Control Measures
- Draft the Public Notice(s) and provide to ACHD for advertisement
- Submittal of SWPPP to Allen County Soil and Water Conservation District (ACSWCD) for review and approval.
- Upon ACSWCD approval, file the Rule 5 Permit and NOI with IDEM
- Produce and provide hard and electronic copies of the SWPPP to Allen County Highway Department

9017 COLDWATER ROAD, SUITE 500 / FORT WAYNE, IN 46825 / PH: (260)485 7077 / FAX: (260)485 7071 / WWW.AZ-ENGINEERING.NET

Services Not Included

A&Z is not including the following services with this proposal. If it is deemed that any of these services are necessary or desired, a supplemental contract will be required.

- Actual Engineering Design Services of Roadway Improvements
- Implementing or monitoring the approved SWPPP plan
- Topographic Survey
- Drainage Design

Responsibilities of the County

- Provide iMap GIS data for use in production of the construction plans
- Provide descriptions and specifications for the proposed construction elements, including sequence and schedule of construction activities.
- Request the public notice advertisements and provide a copy of the proof of publications. Separate notices required for each project.
- Reimburse or pay the cost of the Rule 5 permit application. The permit fee is \$100 each project (total fee \$400).

Schedule & Fee

The 4 projects will be completed upon a mutually agreeable schedule with the Allen County Highway department to start the work on this project after receiving a Notice to Proceed (NTP). It is currently anticipated that all work can be completed in approximately 4 weeks.

A&Z will perform the professional engineering services described for a lump sum fee for each separate project as shown:

- Ehle Road: \$5400 for 8000 feet, project length
- Irving Road: \$4500 for 5500 feet, project length
- Lutz Road: \$4500 for 5400 feet, project length
- Valley Drive: \$3600 for 1600 feet, project length

Total Fee: \$ 18,000

Please call with any questions or concerns you may have regarding this proposal. We look forward to working with you on this project.

Sincerely,

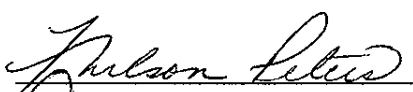
A&Z Engineering, LLC

By: 

Jamal T Anabtawi, P.E., Member

We hereby authorize A&Z Engineering, LLC to proceed with the above professional services in accordance with this letter.

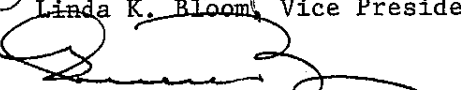
Board of Commissioners of the County of Allen



F. Nelson Peters, President



Linda K. Bloom, Vice President



Therese M. Brown, Secretary