



**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, July 18th, 2014  
Council Chambers Courtroom – Citizens Square**

- 1. Approval of the minutes of July 11<sup>th</sup>, 2014.**
- 2. Renewal of insurance contracts for policy year 2014-2015.**
- 3. Agreement between the Board of Commissioners and Building Temperature Solutions for service maintenance contract on the Ice Plant and Chillers on behalf of Memorial Coliseum.**
- 4. Other Business:**
  - Ordinance to Post Stop Sign on Fogwell Pkwy.**
  - Contract between the Board of Commissioners and MSKTD for Mechanical and Electrical Study for building located at 117 Venture Lane, Fort Wayne, IN.**
  - Authorization from the Board of Commissioners to Attorney Bill Fishing to terminate the existing contract with Recovery Health Systems.**
- 5. Approval to waive the 2<sup>nd</sup> Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of July 18<sup>th</sup>, 2014.**
- 6. Comments from the Public.**
- 7. 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

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NELSON PETERS LINDA K. BLOOM THERESE BROWN

### MINUTES

**Commissioners' Legislative Session  
10:00 a.m. Friday, July 11, 2014  
Council Chambers Courtroom – Citizens Square**

Commissioners Present: Therese Brown, Linda Bloom and Nelson Peters

Others Present:	Chris Cloud	Commissioners Office
	Mike Green	Commissioners Office
	Jamie Mann	ACJC
	Megan Horton	ACJC
	Michelle Wood	DPS
	Jim Federoff	Love's Travel Stops
	Bill Hartman	Highway Department
	Viv Sade	Journal Gazette

Commissioner Brown called the meeting to order at 10:07 AM. Commissioner Brown led the meeting with the Pledge of Allegiance and a moment of silence.

- 1. Approval of the minutes of June 27<sup>th</sup>, 2014.** Commissioner Peters made a motion to approve the minutes of June 27, 2014. Commissioner Bloom seconded the motion. Motion carried 3-0.
- 2. Approval of Amendment #1 to contract between the Board of Commissioners and Indiana Department of Corrections for JDAI grant funding on behalf of ACJC.** Megan Horton, JDAI Coordinator for ACJC, presented this item. She stated that in May they submitted their grant application to the Department of Corrections for continued JDAI funding which would cover July 1, 2014 through June 30, 2015. That has been approved by DOC so we are seeking the Commissioners approval of the amendment to the original grant contract. The amendment extends the prior grant agreement through June 30, 2015 and increases the amount of funding under the grant to \$92,440. \$50,000 of that award is allotted for the GDI coordination which is essentially the coordinator position and the additional \$42,440 is a new funding opportunity which was allotted specifically for detention alternative programming. A suggested use of that programming funding was a truancy prevention program which fortunately for us, Judge Heath was already in the process of implementing. That program is called Check and Connect. It is an evidence based program that pairs mentors with at risk students and gives them one on one intervention to keep them engaged in attending school. This additional \$42,440 will support the implementation of that pilot program. That will include partial funding for 3 part-time mentors and 1 part-time coordinator who will also serve as a mentor. Commissioner Bloom made a motion to approve Amendment #1 to contract between the Board of Commissioners and Indiana Department of Corrections for JDAI grant funding on behalf of ACJC. Commissioner Peters seconded the motion. Motion carried 3-0.
- 3. Approval of Amended Rezoning Petition 2012-0140 for a reduction in rezoning from 25.37 acres to 25.256 acres.** Michelle Wood, DPS, presented this item. She stated this petition was in front of the Commissioners earlier this year for the Love' Truck Stop. This is in front of them more as a Scribner's error. It a reduction of just a portion of an acre from the original 25.37 acres which was approved for rezoning to C-5 to 25.256 acres. It is a very small amount. The reason for the change is that as part of

this approval, Maumee Center Road is being relocated and when Highway was reviewing the new right of way, there has a tiny area where they needed a little more right of way which reduces the amount of land to be rezoned. Commissioner Peters made a motion to approve Amended Rezoning Petition 2012-0140 for a reduction in rezoning from 25.37 acres to 25.256 acres. Commissioner Bloom seconded the motion. Motion carried 3-0.

4. **Approval of Rezoning Petition 2014-0064 to rezone 38.1 acres on the west side of the 100-400 blocks of South Noyer Road from A1/Agricultural to R3/Multiple Family Residential for a 158 unit multiple family residential complex.** Michelle Wood, DPS, presented this item. She stated this is from Redwood Acquisition Group, LLC. They have recently received approval for several similar developments in Fort Wayne and Allen County. The most recent one in Allen County was on Diebold Road near Parkview and then we have done a couple in the city on Wallen Road and Maplecrest Road. This petition would be across from Hamilton Meadows which is off of Noyer which is on the north side of 14. This general area has a broad mixture of zoning. The Comprehensive Plan encourages a mixture of not only uses, as long as they are compatible, but also of housing densities. This particular one is a single story – it's not a condominium regime but is more like a condo or villa type living that caters to empty nesters. They have gone so far as to file a written commitment saying that if the zoning goes through but the development doesn't, this piece of land would be single story and no more than 158 units and that was to ensure compatibility with the neighborhood. As far as the Comprehensive Plan, the Plan Commission really feels like it is in compliance. This scale and density of the development should be very compatible with the area. They stated at the public hearing that the rents would be around \$1,300 to \$1,500 per unit. Each unit has an attached garage. There was a unanimous Do Pass recommendation and they did not receive any negative comments from the public. Commissioner Bloom made a motion to approve Rezoning Petition 2014-0064 to rezone 38.1 acres on the west side of the 100-400 blocks of South Noyer Road from A1/Agricultural to R3/Multiple Family Residential for a 158 unit multiple family residential complex. Commissioner Peters seconded the motion. Motion carried 3-0.
5. **Approval of LPA Consulting Contract between the Board of Commissioners and Butler, Fairman & Seufert, Inc. for Preliminary Engineering services for Minnich Rd-Tillman Rd Roundabout, Project # 1200113. Cost - \$311,670.00** Bill Hartman, Highway Director, stated this was put out for proposals and they received several which they analyzed. Butler, Fairman & Seufert had the best proposal for this project so they recommend approval. Commissioner Bloom made a motion to approve of LPA Consulting Contract between the Board of Commissioners and Butler, Fairman & Seufert, Inc. for Preliminary Engineering services for Minnich Rd-Tillman Rd Roundabout, Project # 1200113. Cost - \$311,670.00. Commissioner Peters seconded the motion. Motion carried 3-0.
6. **Approval of LPA Consulting Contract between the Board of Commissioners and Butler, Fairman & Seufert, Inc. for Preliminary Engineering services for Washington Center Rd Bridge # 95 over Spy Run Creek, Project # 0100113. Cost - \$ 220,680.00.** Bill Hartman, Highway Director, stated this was put out for proposals. This bridge is one of our lower rated bridges and very much in need of replacement. We were able to get federal aid help in order to replace it. Butler, Fairman & Seufert submitted the best proposal. Commissioner Peters made a motion to approve the LPA Consulting Contract between the Board of Commissioners and Butler, Fairman & Seufert, Inc. for Preliminary Engineering services for Washington Center Rd Bridge # 95 over Spy Run Creek. Commissioner Bloom seconded the motion. Motion carried 3-0.
7. **Approval of Supplemental Agreement # 2 between the Board of Commissioners and Clark Dietz, Inc. for additional preliminary engineering services for Auburn Rd Culvert #5039 over Beckett's Run. Cost – 9,605.00 (Increase).** Bill Hartman, Highway Director, stated this is part of the surtax wheel-tax money that we are in charge of to do the City bridges so this was in collaboration with the folks at the City to have Clark Dietz go ahead and design the water main location for City Utilities. Commissioner Peters made a motion to approve Supplemental Agreement # 2 between the Board of Commissioners and Clark Dietz, Inc. for additional preliminary engineering services for Auburn Rd Culvert #5039 over Beckett's Run. Commissioner Bloom seconded the motion. Motion carried 3-0.
8. **Approval of Bid Award to API Construction Corporation for Bid Ref # 06-14, HMA Resurface for Bull Rapids Rd from Woodburn Corporate Limits to Doehrman Rd, Project # 0700214. Bid Award -**

**\$199,093.00.** Bill Hartman, Highway Director, stated this was the best of 3 bids they received and they recommend approval. Commissioner Bloom made a motion to approve of Bid Award to API Construction Corporation for Bid Ref # 06-14, HMA Resurface for Bull Rapids Rd from Woodburn Corporate Limits to Doehrman Rd. Commissioner Peters seconded the motion. Motion carried 3-0.

9. **Approval of Bid Award to Brooks Construction Company, Inc. for HMA Resurface for Leesburg Rd from Kroemer Rd to O'Day Rd, Project # 0700514. Bid Award - \$143,885.76.** Bill Hartman, Highway Director, stated this was the best of 3 bids. They had an engineer's estimate of \$163,807 so this is well under that and he recommends approval. Commissioner Bloom made a motion to approve Bid Award to Brooks Construction Company, Inc. for HMA Resurface for Leesburg Rd from Kroemer Rd to O'Day Rd. Commissioner Peters seconded the motion. Motion carried 3-0.
10. **Approval of City/County Utility Reimbursement Agreement between the Board of Commissioners and Huntertown Utilities for Preliminary Engineering needed for water line relocations on Gump Rd from SR 3 to Coldwater Rd, Project # 03-296.** Bill Hartman, Highway Director, stated this will cost \$125,000. 20% of that is \$25,000. Part of that cost will be shared between Allen County and Huntertown depending on which jurisdiction that this relocation is in. Commissioner Peters stated that the reimbursement from what he understands is really because we are making them move the water line to accommodate the road. Commissioner Peters made a motion to approve City/County Utility Reimbursement Agreement between the Board of Commissioners and Huntertown Utilities for Preliminary Engineering needed for water line relocations on Gump Rd from SR 3 to Coldwater Rd. Commissioner Bloom seconded the motion. Motion carried 3-0.
11. **Approval of Bid Award to Pioneer Associates, Inc. for Bid Ref # 08-14, Aluminum Box Culvert for Coldwater Rd over Roy Delagrang, Small Structure # 114005, Project # 1500113. Bid Award - \$121,304.00.** Bill Hartman, Highway Director, stated was the lowest of 3 bids and they recommend approval. Commissioner Peters made a motion to approve of Bid Award to Pioneer Associates, Inc. for Bid Ref # 08-14, Aluminum Box Culvert for Coldwater Rd over Roy Delagrang, Small Structure # 114005. Commissioner Bloom seconded the motion. Motion carried 3-0.
12. **Approval of Agreement between the Board of Commissioners and West Hamilton Estates Subdivision for 60/40 HMA Resurfacing program.** Bill Hartman, Highway Director, stated this subdivision is off of W. Hamilton Road just north of 24. They have worked with this neighborhood association since last fall to put this together. The engineers estimate is \$55,615 so our portion \$33,369 and theirs is \$22,246. Commissioner Peters made a motion to approve Agreement between the Board of Commissioners and West Hamilton Estates Subdivision for 60/40 HMA Resurfacing program
13. **Sign Requests:**
  - a. **Zubrick Rd (southbound) at Stonebridge Rd – Post “Stop” sign – requested by Mike Eckert.**
  - b. **Sandstone Drive at Galapagos Drive/Court – Post “Stop” to complete a 4-way stop – requested by Bridgewater Community Association.**

Bill Hartman, Highway Director, presented these sign requests. Commissioner Bloom made a motion to approve sign requests as read. Commissioner Peters seconded the motion. Motion carried 3-0.

14. **Ratification of approval of Vacation Bank on behalf of Superior Court.** Chris Cloud, Executive Assistant, stated that Superior Court requested this vacation bank for an employee. Because of the lack of a meeting last week and not wanting to delay this, the Commissioners approved it. This is a ratification of their previous decision to approve this. Commissioner Peters made a motion to approve Vacation Bank on behalf of Superior Court. Commissioner Bloom seconded the motion. Motion carried 3-0.
15. **Ratification of appointments to an Allen County Common Construction Wage Committee.** Chris Cloud, Executive Asst., stated that due to the lack of a meeting last week because of the holiday, this is the official ratification of the appointments to the Wage Committee previously made. The names before the Commissioners are Ben Johnston, Danny Hudson and Ozzie Mitson. Commissioner Bloom made a motion to approve the appointments. Commissioner Peters seconded the motion. Motion carried 3-0.

**16. Approval of Addition to the Allen County Code Title 12 (Financial) – Article 197 (IJC Community Supervision Grant Fund).** Chris Cloud, Executive Assistant, stated this is a very late addition to the agenda this week and a very interesting corroboration between Superior Court, Circuit Court, Community Corrections, AADP Criminal Division and others. They jointly, at the last minute, submitted a grant to the Indiana Judicial Center and were awarded this grant and it starts next week. They have to get this done ASAP. This is a fund to receive those grants. It is apparently a fairly novel program they are going to run. When an offender comes in and needs various mental health assistance, they will grade them based on hours needed and they will do it jointly together. They were encouraged to apply so they did and they got it. Community Corrections will be the grant administrator of the grant. It is an 18 month grant. Commissioner Peters made a motion to approve the Addition to the Allen County Code Title 12 (Financial) – Article 197 (IJC Community Supervision Grant Fund). Commissioner Bloom seconded the motion. Motion carried 3-0.

**17. Approval of Plat: Sycamore Lakes, Section 3** Commissioner Bloom made a motion to approve Plat. Commissioner Peters seconded the motion. Motion carried 3-0.

**18. Other Business:**

**Warranty Deed for Right of Way on Grabill Road from Grabill Partners LLC to The Board of Commissioners of the County of Allen.** Bill Hartman, Highway Director, stated there is a Dollar General store going in on the west end of the Town of Grabill on Grabill Road and this dedicates 50 feet of right-of-way. Since that piece of property is changing use, this gives us the opportunity to get additional right of way for future improvements. Commissioner Bloom made a motion to approve the Warranty Deed. Commissioner Peters seconded the motion. Motion carried 3-0.

**19. Approval to waive the 2<sup>nd</sup> Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of July 11<sup>th</sup>, 2014.** Commissioner Peters made a motion to approve the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of July 11, 2014. Commissioner Bloom seconded the motion. Motion carried 3-0.

**20. Comments from the Public.**

**21. Motion to Adjourn.** Meeting adjourned at 10:28 a.m.

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#2

The Board of Commissioners of the County of Allen  
 2014-2014 Insurance Renewal Acceptance Form

Renewal	Accept or Reject
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PEPIP		
Policy Period:		7/01/2014 - 7/01/2015
Property	\$	228,142
Inland Marine		Included
Equipment Breakdown/Boiler + Machinery		Included
Flood + Earthquake Coverages		Included
Pollution		Included
Cyber Liability		Included
Certified Acts of Terrorism		Included

Alteris Public Risk		
Policy Period:		7/08/2014 - 7/08/2015
General Liability - (\$100K) Per Claim SIR	\$	219,831
Employee Benefits - Incl in GL (\$50K) Per Claim SIR		Included
Auto Liability (\$250K) Per Claim SIR		Included
UM/UIM (\$500K) per accident / (\$250K) per claim		Included
Auto Physical Damage		Included
Loss Fund (\$750K) / Aggregate Excess (\$1M)		Included
Excess Liability		Included
Certified Acts of Terrorism	\$	2,168

Hanover Ins Co		
Policy Period:		7/08/2013 - 7/08/2016
Crime (Fidelity) Coverages - 3 yr annual installments	\$	8,932
Other Options + Coverages		Alteris Retention
Public Officials - (\$1M limit) / (\$100K SIR)	\$	12,399
Agency Fee	\$	11,407

**NOTES:**  
 \* TPA claim handling costs and fees are shown in a separate proposal from CCMSI\*

Payment Options
Property - Agency Bill Annual - 100% of the premium is due by 7/25/2014
Casualty - Agency Bill - 50% down + 50% in 6 months / 50% due by 8/15 and 50% due by 12/15/2014

Commissioner Signature: \_\_\_\_\_  
 Commissioner Signature: \_\_\_\_\_  
 Commissioner Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

#3

SUPPLIER NAME Building Temperature Solutions, LLC		The Board of Commissioners of the County of Allen, Indiana ("County of Allen")	
STREET ADDRESS 3811 Fourier		STREET ADDRESS 200 E Berry St, Suite 410	
CITY, STATE, ZIP CODE Fort Wayne IN 46818		CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
ATTENTION Brian Fennig		INVOICE ADDRESS 200 E Berry St, Suite 495	
TELEPHONE 260-442-4734	FAX EMAIL	CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
REMIT-TO ADDRESS		ATTENTION County Purchasing	
CITY, STATE, ZIP CODE		TELEPHONE 260-449-7567	FAX 260-449-8978

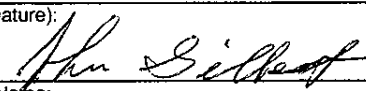
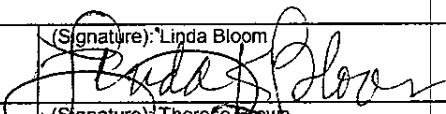
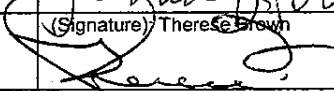
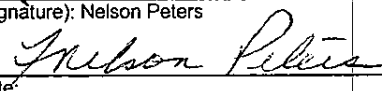
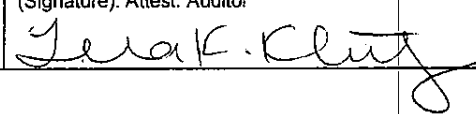
Service Description	Rates
<b>SEE QUOTE – response dated 6/30/2014</b>	
Only fees found on quote are honored.	Aggregate Price \$10,775.00 per year

The following Attachments are part of this Agreement:  
Acceptance letter dated 7/8/2014

SERVICE ADDRESS 4000 Parnell Ave.
CITY, STATE, ZIP CODE Fort Wayne IN 46805
AGREEMENT START DATE 8/1/2014
AGREEMENT END DATE 7/31/2019

This Agreement is entered into between Supplier and the County of Allen, Indiana, as of 7/18/2014. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The County of Allen may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER:

By (Signature): 	(Signature): Linda Bloom 
Printed Name: John Gilbert	(Signature): Therese Brown 
Title: V.P.	(Signature): Nelson Peters 
Date: 7/9/14	Date: 10/25/2013
FEDERAL TAX ID NUMBER: 271217858	(Signature): Attest: Auditor 



## ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that all Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the Allen County Department of Public Purchase for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within forty five (45) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the County of Allen, Indiana, shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the County of Allen, Indiana, of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the County of Allen, Indiana, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The County of Allen, Indiana, may at any time set off any amount owed by the County of Allen, Indiana, to Supplier against any amount owed by Supplier or any of its affiliated companies to the County of Allen, Indiana.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** County of Allen, Indiana, and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the County of Allen, Indiana, for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the County of Allen, Indiana, from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the County of Allen, Indiana, (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the County of Allen, Indiana, except that Supplier shall have no duty to hold harmless the County of Allen, Indiana, for such portion of the foregoing proximately caused by negligence or misconduct of the County of Allen, Indiana, and if any suit, claim, or demand was defended by Supplier, then the County of Allen, Indiana, will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The County of Allen, Indiana, may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the County of Allen, Indiana, and without an unconditional release of all liability by each claimant or plaintiff to the County of Allen, Indiana.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:
- |                                    |  |
|------------------------------------|--|
| (a) Worker's Compensation          | per statutory requirements.                                  |
| (b) General Liability              | \$1,000,000 minimum per occurrence/<br>\$1,000,000 aggregate |
| (c) Automobile Liability           | \$1,000,000 minimum per occurrence                           |
| (d) Products Liability             | \$1,000,000 minimum per occurrence                           |
| (e) Completed Operations Liability | \$1,000,000 minimum per occurrence                           |
- The Certificate of Insurance must show the The Board of Commissioners of the County of Allen and their officers and agents as Additional Insureds and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:  
CITIZENS SQUARE  
Allen County Department of Public Purchase  
200 E Berry, Suite 495  
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the County of Allen, Indiana, before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law; as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the County of Allen, Indiana, upon request. The report shall serve the purpose of assuring the County of Allen, Indiana, that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the County of Allen, Indiana, or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the County of Allen, Indiana. The Supplier shall take action as is necessary under law to preserve such property rights in and of the County of Allen, Indiana, while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the County of Allen, Indiana, any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF COUNTY OF ALLEN, INDIANA, INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the County of Allen, Indiana.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the County of Allen, Indiana, from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the County of Allen, Indiana, as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the County of Allen, Indiana, reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the County of Allen, Indiana, for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the County of Allen, Indiana, shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** County of Allen, Indiana, may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The County of Allen, Indiana, shall have no liability as a result of such cancellation, except that the County of Allen, Indiana, will pay Supplier the Rates for completed Services accepted by the County of Allen, Indiana, and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the County of Allen, Indiana, shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the County of Allen, Indiana.
21. **DISPUTE RESOLUTION.** The County of Allen, Indiana, shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by an authorized representative, or officer, of the County of Allen, Indiana.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the County of Allen, Indiana, or by any other authorized representative of County of Allen, Indiana. Copies thereof shall be furnished at no cost to the County of Allen, Indiana, if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.



7/8/2014

To Building Temperature Services,

The Allen County War Memorial Coliseum has accepted your quotes for the service maintenance contract on the Ice Plant and the Chillers with the exception that we will not be doing the Eddy current testing at this time and will not be part of this contract. The tasks accepted are spelled out on the RFQ for both pieces of equipment to be billed quarterly over the 5 year term of the contract. The contract will begin on August 1, 2014 through July 31, 2019.

Please know that no fees other than the stated work costs will be honored.

We are looking forward to be working with you,

Rich Thoma

Plant facilities manger

The Allen County War memorial Coliseum



June 30, 2014

Rich Thoma  
Plant Facilities Manager  
Allen County War Memorial Coliseum  
4000 Parnell Avenue  
Fort Wayne, IN 46805

**RE: Ice Plant & Chiller Contracts**

Building Temperature Solutions is pleased to provide a quote for the scope of work provided to us by the Allen County War Memorial Coliseum for the term of five years on the following equipment.

\* **Ice Plant**

We propose to perform the tasks as requested, for **\$4,800.00** per year.

\* **Chillers**

We propose to perform the tasks as requested, for **\$5,975.00** per year.

**Eddy Current Testing**

We propose to perform the tasks as requested, for **\$11,150.00**

Thank you for allowing BTS the opportunity to submit this proposal. We look forward to working with you. If you have questions or need further information, please feel free to contact me at (260) 450-5215.

Sincerely,

Jody Selvage  
Sr. Field Technician  
Building Temperature Solutions, LLC  
260-449-9201 phone  
260-450-5215 cell

**[jselvage@buildingtemperaturesolutions.com](mailto:jselvage@buildingtemperaturesolutions.com)**

ALLEN COUNTY HIGHWAY DEPARTMENT  
OFFICE OF TRAFFIC ENGINEER  
TRAFFIC CONTROL AUTHORIZATION FORM CTE-13

#4

NAME OF ROAD: Fogwell Parkway

TOWNSHIP: Lafayette

LOCATION: @ Stonebridge Road

FROM WHERE:

TO WHERE:

NAME OF SUBDIVISION:

REQUESTED BY: Mike Eckert

NATURE OF SIGNAGE: Post Stop

REMARKS OF TRAFFIC ENGINEER: Stop Secondary for preferential

APPROVED BY: [Signature]  
TRAFFIC ENGINEER

APPROVED BY: BOARD OF COMMISSIONERS,  
COUNTY OF ALLEN, INDIANA

APPROVED BY: [Signature]  
EXECUTIVE DIRECTOR

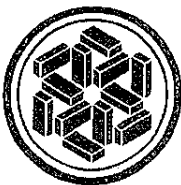
[Signature]  
[Signature]  
[Signature]

ORIGINAL TO COMMISSIONERS RECORD

DATE OF APPROVAL: 7-18-14

CC: ALLEN COUNTY SHERIFF  
ALLEN COUNTY TRAFFIC DEPARTMENT

#4



**MSKTD**  
& Associates, Inc.

July 16, 2014

Board of Commissioners of the County of Allen  
Citizens Square, Suite 410  
200 East Berry Street  
Fort Wayne, IN 46802

RE: Study for 7117 Venture Lane Building Plans and Review

Dear Commissioners:

This letter will act as our contract for a Mechanical and Electrical Study concerning the existing facility on Venture Lane. Our scope of work is outlined below:

1. The facility is located at 7117 Venture Lane, Fort Wayne Indiana.
2. The facility is approximately 50,000 s.f. and only existing plans have been provided.
3. MSKTD will walk through the facility with a Mechanical and Electrical Engineer to conduct a sight evaluation of the existing equipment.
4. MSKTD will evaluate the condition of existing equipment and its general condition.
5. MSKTD's Engineers will evaluate the existing equipment's ability to be modified for potential plan changes in the future in terms of system flexibility.
6. The study will be completed by July 25, 2014.
7. MSKTD's fixed fee is \$3,000.00 and will be paid in the normal County process.
8. The final Study will be the property of the County Commissioners for their use.

If you are in agreement with this contract please sign below and return a copy to our office.

Respectfully submitted,

James R. Kratzel, President/Treasurer  
MSKTD & Associates, Inc.

**IN AGREEMENT:**

Board of Commissioners of the  
County of Allen

Therese M. Brown

Linda K. Bloom

F. Nelson Peters

MSKTD & Associates, Inc.

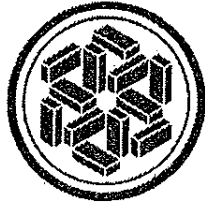
James R. Kratzel, President/Treasurer

Jerry D. Noble, Shareholder

**ATTEST:**

Tera K. Klutz, Allen County Auditor





**MSKTD**  
& Associates, Inc.

### MSKTD HOURLY RATES 2014

Principal .....	\$160.00/hr
Engineering	
Senior Professional Engineer .....	\$120.00 - \$130.00/hr
Professional Engineer .....	\$95.00 - \$100.00/hr
Design Engineer .....	\$80.00 - \$100.00/hr
Senior Engineering Technician.....	\$60.00 - \$70.00/hr
Engineering Technician .....	\$55.00 - \$60.00/hr
Architectural	
Senior Registered Architect .....	\$100.00 - \$115.00/hr
Registered Architect .....	\$70.00 - \$85.00/hr
Graduate Architect.....	\$65.00 - \$75.00/hr
Architectural Technician .....	\$85.00/hr
Architectural CAD Operator.....	\$65.00/hr
Intern Architect.....	\$40.00/hr
Interiors	
Interior Designer .....	\$55.00 - \$65.00/hr
Clerical.....	\$50.00 - \$55.00/hr

These rates effective until January 1, 2015

~~§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~

~~§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.~~

~~§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.~~

~~§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:~~

~~(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)~~

- ~~1 General Liability  
Each Occurrence \$1m, General Aggregate \$2m.~~
- ~~2 Automobile Liability  
\$1,000,000.00~~
- ~~3 Workers' Compensation  
\$500,000.00~~
- ~~4 Professional Liability  
Per claim limit \$2m, all claims \$3m.~~

### ~~ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES~~

~~§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services~~

~~§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.~~

~~§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.~~

~~§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, necessary as the Project proceeds until the commencement of construction.~~

Init.

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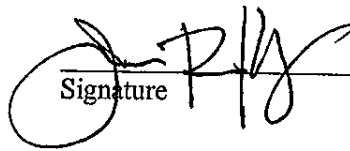
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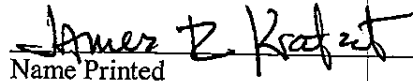
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SECTION 004600 - IRAN CERTIFICATION

IRAN CERTIFICATION

The undersigned entity or person hereby certifies in accordance with I.C. 5-22-16.5-1 *et seq.* to The Board of Commissioners of the County of Allen that the undersigned is not engaged in investment activities in Iran as defined in the above cited statute.

  
Signature \_\_\_\_\_

  
Name Printed \_\_\_\_\_

275345

Level 100/200 - Concourse and Restroom Renovation  
Allen County War Memorial Coliseum  
MSKTD Project No. 6419

IRAN CERTIFICATION 004600 - 1

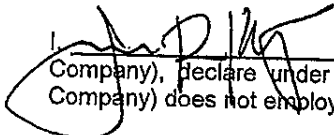


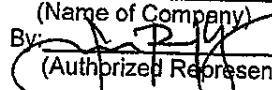
SECTION 004500 - INDIANA LEGAL EMPLOYMENT DECLARATION (E-VERIFY)

**INDIANA LEGAL EMPLOYMENT DECLARATION**

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the Board of Commissioners of the County of Allen must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

 a duly authorized agent of MSKLD & Assoc, Inc (name of Company), declare under penalties of perjury that MSKLD & Assoc, Inc (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

MSKLD & Assoc, Inc  
(Name of Company)  
By:   
(Authorized Representative of Company)

**PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>  
FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.**