

0001

1 STATE OF INDIANA        )  
                          )SS:  
2 COUNTY OF ALLEN        )

3  
4  
5  
6  
7        BOARD OF COMMISSIONERS  
      OF THE COUNTY OF ALLEN

8  
9        RE: LEGISLATIVE SESSION OF  
10        August 24, 2005

11  
12  
13  
14        DATE:     August 24, 2005

15  
16        TIME:     10:05 a.m.

17  
18        LOCATION:  Room 200  
19                Commissioners Courtroom  
20                City-County Building  
              1 East Main Street  
              Fort Wayne, Indiana 46802

21  
22        REPORTER: Kimberlee M. Adams

23  
24  
25  
0002

1 PRESENT:  
2 Linda K. Bloom        Allen County Commissioner  
3 Nelson Peters        Allen County Commissioner  
4 Susan Elser         Allen County Board of  
                      Commissioners     Office  
5  
6 Mary Hitchens        Allen County Public

- 6 Information Office
- 7 John McGauley Allen County Public  
Information Office
- 8
- 9 G.W. Fishing Allen County Counsel
- 10 Mike Fitch Director, Allen County  
Highway Department
- 11 Randy Brown General Manager, Allen  
County Memorial Coliseum
- 12
- 13 Michelle Wood Department of Planning  
Services
- 14 Bruce Little Allen County Purchasing  
Director
- 15
- 16 Tony Burrus Director, Allen County  
Safety & Environmental
- 17 Tracy May Floyd E. Burroughs & Assoc.
- 18 Kimberlee M. Adams Rolf Reporting, Inc.
- 19 Cindy Larson News Sentinel
- 20 Kevin Leininger News Sentinel
- 21 Ben Lanka Journal Gazette

22  
23  
24  
25

0003

I N D E X

Page

Presentations by:

Michelle Wood	6
Randy Brown	11
Tony Burrus	17, 23
Bruce Little	18
Mike Fitch	24

9  
10

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
0004

1  
Page

2 Agenda:

3  
4

1. Approval of the Minutes of 8-17-05 6

5

2. Rezoning Petition: 1554/05: Petition to

6 rezone property and approve a primary  
plat and development plan for the

7 development of a 133-lot residential  
subdivision. The approximately 43.79

8 acre site is located on the south side of  
the 10,900 through 11,300 blocks of

9 Kress Road and on the north side of the  
11,100 through 11,300 blocks of Winters

10 Road. Present zoning is

A-1/Agricultural. Proposed zoning is

11 RSP-1/Planned Single Family Residential 6

12 3. Settlement Agreement between Hussey  
Seating Company and Allen County relative

13 to seat replacements in the Allen County

War Memorial Coliseum Arena 11

14

4. Addition to the Allen County Code:

15 Title 8 (Public Safety) Article 26 (Allen  
County Multi-Hazard Mitigation Plan) 17

16

5. Renewal of Consulting Services contract  
with Maverick Energy 18

17

18 6. Approve Agreement between Diamond  
Security, Inc. and Allen County for  
19 after-hours and holiday security service  
for the City-County Building 23

20

7. Approve Warranty Deed required for  
21 additional right of way on  
Homestead/Ernst Intersection, Project  
22 #03-189 from Aqua Indiana, Inc. 24

23

24

(Agenda continues)

25

0005

1 (Agenda continued)

2 8. Approve traffic posting changes at the  
following locations: 25

3

a) Kestral Drive @ Osprey Pass; Post  
4 STOP

b) Raptor Court @ Osprey Pass; Post  
5 STOP

c) Wild Cherry Blvd @ Juniper Pass;  
6 Post STOP

d) Frontier Trail @ Sunset Pass;  
7 Post STOP

e) Buckboard @ Sunset Pass; Post  
8 STOP

f) Sunset Pass @ Yellowstone; Post  
9 STOP.

10 9. Approve and accept completion of contract  
between Brooks Construction Co., Inc. and  
11 Allen County for construction of the  
Homestead Road and Ernst Road  
12 Intersection, Project #03-189, Bid  
Reference #19-04 -- Final construction  
13 cost, \$443,949.52 (Original bid price was  
\$437,436.02) 29

14

10. Approve and accept completion of contract

- 15 between R. L. McCoy, Inc. and Allen  
County for construction of the Knouse  
16 Road Bridge over Wann Ditch, Project  
#00-019 and the Springfield Center Road  
17 Bridge over Wann Ditch, Project #00-023;  
Bid Reference #51-04, Final construction  
18 cost, \$481,219.44 (Original bid price  
was \$436,813.83) 31  
19
11. Plat for Signature: Morgan Creek,  
20 Section IV 33
- 21 12. Other Business 33
- 22 13. Approval to waive the 2nd reading on any  
matter approved today for which it may be  
23 deemed necessary for the Legislative  
Session of August 24, 2005 33  
24
14. Comments from the Public 33

25  
0006

1 BLOOM: Good morning and welcome to the Commissioners  
2 Legislative Session, August 24th. First I'd like to  
3 honor our country and a silent moment please.  
4 (At this time, the Pledge of Allegiance was  
5 recited in unison, and a moment of silence  
6 was recognized by all.)  
7 BLOOM: Thank you. Approval of the Minutes of August  
8 17th.  
9 PETERS: I make a motion to approve the Minutes of  
10 August 17th.  
11 BLOOM: Second. All in favor, signify it by saying,  
12 "Aye."  
13 PETERS: Aye.  
14 BLOOM: Aye. Rezoning Petition 1554/05 to rezone  
15 property and approve a primary and development plan  
16 133-lot residential subdivision. Good morning.  
17 WOOD: Good morning. Michelle Wood with the Allen  
18 County Planning Department. As you stated, we do  
19 have Rezoning Petition 1554/05. This is for the  
20 primary plat development plan of Salt Hill. It's a  
21 residential subdivision. It is 133 lots. And this  
22 is out in the area where we've seen quite a bit of  
23 development lately--

24 BLOOM: Uh-huh (affirmative).

25 WOOD: --primarily because of the new school that has  
0007

1 been built on Ernst Road, the new elementary school.

2 BLOOM: Right.

3 WOOD: This is a little further south, on the south  
4 side of Kress Road which is also south of Lower  
5 Huntington Road. And the--probably the one that you  
6 would see developing right now out there is Asbury  
7 Park, on the north side of Asbur--or excuse me, on  
8 the north side of Lower Huntington Road. And then  
9 the Planning Commission and Commissioners approved  
10 Calera, another residential subdivision, across the  
11 street. And then that brings us down to Salt Hill at  
12 Kress Road. This is also just north of General  
13 Motors. So this is probably about the farthest south  
14 you're going to see--

15 BLOOM: Right.

16 WOOD: --any residential development. We have a lot  
17 of industrial zoning further to the south, south of  
18 Winters Road. This did receive a unanimous  
19 recommendation for the--for a do-pass of the rezoning  
20 and approval of the plan. If you go through your  
21 notebook, you'll see the last drawing is the layout.  
22 There's one entrance on Kress Road. And through some  
23 discussions with Highway and staff, they have also  
24 included an entrance off of Winters Road. This  
25 probably won't be a very heavily used entrance. It's

0008

1 more of a reliever. The 133 lots would be okay for  
2 the one entrance, but they did agree to put that in.  
3 There's one stub street proposed going to the east.  
4 This is surrounded by meets and bounds properties,  
5 more large acre residential properties. And this  
6 will bring sewer to the area. I--a lot of these  
7 homes are new, so they might be fine on their own  
8 septic, but that's up to Board of Health. But it  
9 will bring AquaSource sewer down into that area. And  
10 it's proposed at a density of 3.0 units per acre.

11 And I can answer any questions.

12 BLOOM: What was the--because I recognize the name of  
13 the subdivision, Salt Hill--what was the controversy  
14 about this?

15 WOOD: Well, the neighbors felt that some sort of  
16 buffering should be put in by the developer. They  
17 did--they did move out here for a large lot, country  
18 living, if you will, and then to have a subdivision  
19 come in, it was probably quite a shock to them. I  
20 think that they thought that this particular parcel  
21 or these parcels that make up this development were  
22 going to develop the way that they had developed  
23 their ground. So--but obviously we can't--there's no  
24 crystal ball to say what's going to happen. And the  
25 owner of the--of that ground did decide to develop.

0009

1 It is adjacent to other similar density development.

2 BLOOM: Which ones?

3 WOOD: Well, to the--Calera to the north, is actually  
4 a little higher density. And then Asbury Park is a  
5 mixture. It has some large lot--not nearly as large  
6 as the meets and bounds, but larger lot and then  
7 more--you're more typical three unit per acre lots.  
8 And then of course, north of that is Prairie Meadows  
9 next to the school. So it is adjacent. And we don't  
10 typically--the Planning Commission doesn't typically  
11 require buffering between--

12 BLOOM: Subdivisions.

13 PETERS: Residential.

14 WOOD: --residential and residential.

15 BLOOM: Right.

16 WOOD: They did defer it for one month to have the  
17 developer--or the buil--actually, I think the  
18 developer will also be the builder. It's Granite  
19 Ridge--to discuss with the neighbors if they could  
20 come to some kind of agreement of maybe a 50/50 cost  
21 sharing in some buffering. The developer did come up  
22 with a plan for each individual homeowner, depending  
23 on the situation, whether it be mounding, or trees,  
24 or a fence. They did offer to pay for half of that.

25 At the time of the Planning Commission business

0010

1 meeting, the neighbors had not come to a full  
2 agreement with the developer. And after discussion  
3 with the Planning Commission, they decided that it's  
4 not typical to require this buffering.

5 BLOOM: Between residential.

6 WOOD: They got them started on discussions.

7 Hopefully, they'll work it out--

8 BLOOM: Uh-huh (affirmative).

9 WOOD: --between them.

10 BLOOM: Uh-huh (affirmative).

11 WOOD: At least--at least there was a directive to  
12 work with the neighbors, but not--not a direction to  
13 pay for it or to install it.

14 BLOOM: Uh-huh (affirmative).

15 WOOD: So that's where it was left.

16 BLOOM: Thank you.

17 WOOD: Okay.

18 PETERS: Well, this did receive quite a bit of  
19 discussion, and I think it was looked at very  
20 thoroughly. Again, I don't know that we were able to  
21 resolve all of the issues from a Planning Commission  
22 perspective. But I think, as Michelle mentioned, we  
23 pointed them in the right direction in terms of  
24 continuing the discussions. So having said that, I  
25 would make a motion on Rezoning Petition 1554/05.

0011

1 BLOOM: Second. All in favor, signify it by saying,  
2 "Aye."

3 PETERS: Aye.

4 BLOOM: Aye.

5 WOOD: Thank you.

6 BLOOM: Thank you very much. Next on our Agenda this  
7 morning, the Settlement Agreement between Hussey  
8 Seating Company and Allen County relative to seat  
9 replacements in the Allen County War Memorial  
10 Coliseum. Good morning.

11 BROWN: Good morning, folks.

12 PETERS: It's not often you see somebody bring their  
13 own chairs with them.

14 BROWN: They're heavier than they look too. I'm  
15 Randy Brown. I'm General Manager of the Allen County  
16 War Memorial Coliseum, and good morning and thank you  
17 for your time today.

18 BLOOM: Good morning.

19 BROWN: We've been working for, I'd say, the last six  
20 months on resolution of an issue we've had with our  
21 new arena seats. And I'm not talking about our  
22 premium seats, not the seating in our club



23 seats--club seat areas or our suites. This is within  
24 our general seat area that we're talking today. And  
25 we--the original--the manufacturer of the seating,  
0012

1 Hussey Seating Company, has been very accommodating,  
2 working with us on--on an issue with our seats. If I  
3 may show you, I brought some practical demonstrations  
4 here today. This is the original seat and our  
5 problem here is, in the manufacturing process,  
6 apparently when they were drilling, in some cases, in  
7 some of the seats, the base of the seat, the hole was  
8 drilled off center. There's a jack nut behind this  
9 screw--

10 BLOOM: Uh-huh (affirmative).

11 BROWN: --and it--apparently, the plastic has gotten  
12 weakened. And in some cases, the jack nut just pulls  
13 through the plastic which then the--the seat falls  
14 off the support arm and just--it's--it's not a useful  
15 seat.

16 BLOOM: Gotcha.

17 BROWN: Our concern is that when we bought this seat,  
18 our--our hope was that we'd have a seat that would  
19 last 25 years.

20 BLOOM: And this has lasted?

21 BROWN: Well, we've--we've had a number of failures  
22 and we just weren't sure to what extent--how  
23 significant or severe the problem was. Hussey  
24 couldn't answer that.

25 BLOOM: Okay.

0013

1 BROWN: And as plastic gets old, it--as it fatigues  
2 or weakens, we were concerned that the--the issue  
3 might become more pronounced. And Hussey worked with  
4 us on a replacement. We're talk--strictly talking  
5 the seat bottoms, not the standards, not the arms--

6 BLOOM: Right.

7 BROWN: --not the backs.

8 BLOOM: Right.

9 BROWN: And the color doesn't mean anything, what I'm  
10 showing you here. But this is the replacement that  
11 we've worked out. This is, frankly, a much superior  
12 seat. If you look at it just from a cleaning  
13 perspective--

14 BLOOM: Oh, yeah.

15 BROWN: --on the bottom and everything else. This  
16 has tubular steel on the inside, the frame, a smooth  
17 finish. We're going to put an MC ident tag in here.

18 BLOOM: Very nice.

19 BROWN: But--and if you want to feel that, that is--

20 BLOOM: Substantial.

21 PETERS: Uh-huh (affirmative).

22 BROWN: It's a beefy seat.

23 BLOOM: Very nice.

24 PETERS: Let me try it out.

25 BLOOM: Beefy.

0014

1 BROWN: Let me rephrase that, if I may.

2 BLOOM: Beefy. You're bad.

3 BROWN: I--I misspoke. I apologize for that. Some  
4 details on the settlement, the Coliseum's share of  
5 the replacement would be \$5.00 per seat. And this  
6 does not count the attic stock replacement seats.

7 There'd be no additional cost for those. And the  
8 replacements, the spares, so to speak, would be per  
9 the original specification from the job. The  
10 installation time period, Hussey has already started  
11 manufacturing the new--

12 BLOOM: New seats.

13 BROWN: --seat bottoms.

14 BLOOM: Okay.

15 BROWN: And approximate installation time would be  
16 between September 1st and November 1st. And the  
17 critical time is that they must be complete by  
18 November 1st. We open--reopen the arena on November  
19 5th with the opening of Komet hockey. So we're on  
20 track with that.

21 BLOOM: Okay.

22 PETERS: Randy, when you say between those dates,  
23 will they be done on one or two days during those  
24 dates, or will they be staggered--

25 BROWN: Oh, it will be--

0015

1 PETERS: --during that timeframe?

2 BROWN: --it will--it will take quite a bit of time.  
3 The Coliseum has agreed to provide two people to  
4 assist the Hussey staff with the installation

5 and--because we have to do a number of things. We  
6 have to remove all of the old seat bottoms.

7 BLOOM: Sure.

8 BROWN: And you can imagine just the process of  
9 getting 2,000 seats up to the 600 level--

10 PETERS: Right.

11 BROWN: --it's--it--it's going to take probably a  
12 good month to--to complete the install.

13 PETERS: Right.

14 BLOOM: Okay.

15 BROWN: I'm guessing, but I'm sure I'm fairly close  
16 with that. So removing the old seats--we'll do some  
17 clean up at the same time--with the--with the arena  
18 replacement project, the floor replacement, that's  
19 happening, we've got a fair amount of dust to--to  
20 clean up anyway. So if it had to happen, this is as  
21 good a time as any--

22 BLOOM: Okay.

23 BROWN: --for this, for us to do a good clean up of  
24 the seats--the standards, the backs, and everything  
25 else. The ni--the very positive situation for us

0016

1 though, we're essentially going to have new seats.

2 If you look at the--the standards are cast iron.

3 Very little wear would occur with them. This is the  
4 part that would show the most wear over a period of  
5 years. In many ways, I would tell you that we're  
6 going to have new arena seats once this is done, or  
7 very close to it. The fabric has--has been a very  
8 good fabric. I think with the exception of one seat,  
9 we've had zero issues. I--we had, I think, somebody  
10 tear or cut one seat. But over three years, that's  
11 it. We've had no other failures--

12 BLOOM: Excellent.

13 BROWN: --of the fabric. And just a couple of other  
14 details, the good news is when we entered into the  
15 original agreement, we had a three-year warranty, and  
16 Hussey has stood behind that warranty. They are  
17 extending a new five-year warranty on the new seat  
18 bottom.

19 BLOOM: I see that.

20 BROWN: So again, a positive situation. Mr.

21 Fishing has worked with me on reviewing and

22 ren--changing the document, updating the document.  
23 He has approved of the document that you have in  
24 front of you. I'd be happy to answer any questions.  
25 BLOOM: I think I'm okay.

0017

1 PETERS: I think you've already answered them.  
2 BROWN: Thank you.  
3 PETERS: Having said that, I'd make a motion to  
4 approve the Settlement Agreement between Hussey  
5 Seating Company and Allen County.  
6 BLOOM: Second. All in favor, signify it by saying,  
7 "Aye."  
8 PETERS: Aye.  
9 BLOOM: Aye. Thank you very much.  
10 BROWN: Have a good day.  
11 BLOOM: Addition to the Allen County Code: Title 8,  
12 Public Safety, Article 26, the Allen County  
13 Multi-Hazard Mitigation Plan. Is that you, Tony?  
14 BURRUS: I will make comment on that.  
15 BLOOM: Okay, please.  
16 BURRUS: Tony Burrus, County Safety Director. The  
17 Multi-Mitigation Plan is a plan that is required by  
18 the State of Indiana and the Department of Homeland  
19 Security to make us eligible for grants and  
20 reimbursement during disasters.  
21 BLOOM: Okay.  
22 BURRUS: The Plan was submitted to you for review.  
23 This is just an ordinance that we have to adopt,  
24 adopting that Plan. I think--  
25 BLOOM: Okay.

0018

1 BURRUS: --the other municipalities have submitted  
2 their ordinances to us as well.  
3 BLOOM: Okay. Got any questions?  
4 PETERS: Nuh-uh (negative).  
5 BLOOM: Okay.  
6 PETERS: I make a motion that we add to the Allen  
7 County Code Title 8, Article 26, Allen County  
8 Multi-Hazard Mitigation Plan.  
9 BLOOM: Second. All in favor, signify it by saying,  
10 "Aye."  
11 PETERS: Aye.  
12 BLOOM: Aye. Thank you. Renewal of Consulting

13 Services contract with Maverick Energy. Good  
14 morning, Bruce.  
15 LITTLE: Good morning, Commissioners.  
16 PETERS: Good morning.  
17 LITTLE: I'm Bruce Little, the Purchasing Director  
18 for Allen County. And I'm here today to recommend  
19 that the commissioners renew an existing contract for  
20 consulting services with Maverick Energy. I'm asking  
21 that in order to save some money on our annual cost,  
22 that we extend this agreement for three years. By  
23 doing that, you'll be dropping the annual charge from  
24 \$5600.00--  
25 BLOOM: Right.

0019

1 LITTLE: --to \$4900.00.  
2 BLOOM: Right.  
3 LITTLE: This is the consultant that helps guide a  
4 local purchasing group which Allen County is a part  
5 of. It's called CEGG for Community Energy Gas Group.  
6 It's composed of the Fort Wayne Community Schools,  
7 the City of Fort Wayne, Northwest Allen and Southwest  
8 Allen Schools. We've combined our natural gas  
9 purchasing contracts into one group. We're able to  
10 both take advantage of--of increased buying power.  
11 Plus, with a consultant's help, we're able to hedge  
12 our purchases by buying quantities of gas on the  
13 futures market helping to protect us against  
14 catastrophic spikes.  
15 BLOOM: Right. Right.  
16 PETERS: What--Mr. Little, what does the consultant  
17 do in terms of helping us hedge against future  
18 spikes?  
19 LITTLE: They analyze the--the trends in the natural  
20 gas prices and give us useful information as far as  
21 how much gas we should be contracting for, for how  
22 far down the road.  
23 PETERS: Uh-huh (affirmative).  
24 LITTLE: We have the ability, at any point in time,  
25 to purchase what they call scrips of gas--

0020

1 PETERS: Uh-huh (affirmative). For a certain period.  
2 LITTLE: --representing percentages of our projected  
3 needs down the future.

4 PETERS: Gotcha.

5 LITTLE: We--depending on the prices available to us,  
6 we get different prices if we want to buy out, say,  
7 three months down the road--

8 PETERS: Uh-huh (affirmative).

9 LITTLE: --six months, a year, three years, five  
10 years. So we try to balance the risk against not  
11 only significant increases, but also the risk against  
12 the market dropping because we don't want to be  
13 locked in at a high price and then have--

14 BLOOM: Right.

15 LITTLE: --the market drop out from underneath us.

16 BLOOM: Right.

17 LITTLE: So when we buy, we may only be buying, let's  
18 say, 20% or 30% two or three years out. As we get  
19 closer to that two or three years out, we may be  
20 increasing the amount that we've contracted for. Any  
21 uncontracted amount is simply bought by us at the  
22 current market rate.

23 PETERS: So these guys are really like an investment  
24 counselor?

25 LITTLE: Exactly.

0021

1 PETERS: Okay.

2 LITTLE: That's right.

3 PETERS: All right. Do they--do they provide any  
4 sort of summary of what they believe anticipated  
5 savings to be?

6 LITTLE: Yes, they do, on a regular basis.

7 PETERS: Okay. It would be interesting to see that  
8 sometime.

9 LITTLE: I have it right here.

10 PETERS: It just so happens, huh?

11 LITTLE: It just so happens, I have it right here.  
12 It--it's kind of difficult to say exactly what our  
13 savings were because what you're trying to benchmark  
14 it against is--

15 PETERS: A moving target.

16 LITTLE: --basically, a moving target. The figure  
17 that they can provide us with that--that I have the  
18 most confidence in saying it's a real figure that it  
19 represents a minimum savings for us, this last year  
20 was roughly \$7300.00. That was from October 2004

21 through June of 2005.

22 PETERS: Uh-huh (affirmative).

23 LITTLE: So that's not even quite a 12-month period.

24 But then again, based on what our alternative buying

25 strategy may have been, they've run several different

0022

1 projections. They go anywhere from \$12,000.00 up to

2 \$178,000.00.

3 BLOOM: Uh-huh (affirmative).

4 PETERS: For a past period?

5 LITTLE: That's correct. For this past period, Oct--

6 PETERS: Yeah, my--my question is, is do--what do

7 they do in terms of summary of future predictions.

8 Obviously, we've got a couple of choices out there

9 that would be based on some analysis that they've

10 done. And I guess--

11 LITTLE: They're looking at--at reserves. They're

12 looking at future production plans, new--new

13 equipment, new stations coming on line. I'd be more

14 than happy to--to copy you these updates as we get

15 them. You can get an idea of the sort of things that

16 they're--

17 BLOOM: I would like that too.

18 PETERS: I don't--I--I don't know that you have to do

19 every one, but I'd be interested--

20 LITTLE: Sure.

21 PETERS: --just to see what--

22 LITTLE: Okay.

23 PETERS: --what they conclude from a future

24 perspective.

25 LITTLE: Sure, absolutely.

0023

1 BLOOM: Uh-huh (affirmative).

2 PETERS: Okay, great. Nice job. You've done a real

3 good job with that.

4 BLOOM: Absolutely.

5 PETERS: I would move renewal of the Consulting

6 Service Contract with Maverick Energy.

7 BLOOM: Second. All in favor, signify it by saying,

8 "Aye."

9 PETERS: Aye.

10 BLOOM: Aye. Thank you very much.

11 LITTLE: Thank you very much.

12 BLOOM: Approve Agreement between Diamond Security,  
13 Inc. and Allen County for after-hours and holiday  
14 security service for the City-County Building. Well,  
15 there he is again.

16 BURRUS: Good morning again.

17 BLOOM: Good morning.

18 PETERS: Good morning.

19 BURRUS: Tony Burrus, County Safety. I--we took  
20 quotes from--received quotes from three companies for  
21 the after-hours and holiday security. It was--based  
22 upon our analysis, there is potential cost savings as  
23 well as some factors with--with service, and some  
24 other things. We're recommending we go with Diamond.  
25 This would be a one-year contract. We will be

0024

1 working with them to--and secure costs to make a very  
2 easy trans--transition of service.

3 PETERS: I was mentioning to Commissioner Bloom--and  
4 I appreciate you going back to do this--there had  
5 been some concern by our current provider that  
6 perhaps we weren't looking at an apples-to-apples  
7 comparison, so Mr. Burrus went back and--and spent  
8 some time with them to insure that the information he  
9 had was indeed an apples-to-apples comparison. So I  
10 appreciate you taking the time to do that.

11 BLOOM: Absolutely.

12 PETERS: With that, I'd make a motion to approve the  
13 Agreement between Diamond Security and Allen County.

14 BLOOM: Second. All in favor, signify it by saying,  
15 "Aye."

16 PETERS: Aye.

17 BLOOM: Aye.

18 BURRUS: Thank you.

19 BLOOM: Thank you. Do you have anything else?

20 BURRUS: No, I have nothing else.

21 BLOOM: Okay, have a good one. Approve Warranty Deed  
22 required for additional right of way on

23 Homestead/Ernst Intersection from Aqua Indiana, Inc.

24 Good morning.

25 FITCH: Good morning.

0025

1 PETERS: Good morning.

2 FITCH: Mike Fitch, Allen County Highway Department.



3 This was an additional right of way, actually a  
4 clarification. Aqua Indiana had purchased an  
5 easement along Homestead, and when we acquired right  
6 of way for the intersection improvement, we had to  
7 acquire--or change the documentation on their  
8 easement. We actually overlaid their easement, so  
9 we had to correct the documentation on who owned it  
10 and where the easement was located.

11 BLOOM: This was done for a dollar [\$1.00]?

12 FITCH: Yeah.

13 BLOOM: Yeah. Okay.

14 PETERS: I make a motion to approve a Warranty Deed  
15 for additional right of way on Homestead/Ernst  
16 intersection.

17 BLOOM: Second. All in favor, signify it by saying,  
18 "Aye."

19 PETERS: Aye.

20 BLOOM: Aye. Approve traffic posting changes at the  
21 following locations: Kestral Drive at Osprey Pass,  
22 STOP sign; Raptor--these are all STOP signs--Raptor  
23 Court at Osprey Pass; Wild Cherry Blvd at Juniper  
24 Pass; Frontier Trail at Sunset Pass; Buckboard at  
25 Sunset Pass; and Sunset Pass at Yellowstone. What

0026

1 subdivision is this?

2 FITCH: There's three different subdivisions. One  
3 was the Bluffs of Twin Eagles.

4 BLOOM: Okay.

5 FITCH: Harlan Gardens and Lakes of Harlan.

6 BLOOM: Okay.

7 PETERS: How much--I'm almost embarrassed to ask the  
8 question, but how much do STOP signs cost?

9 FITCH: Well, we make these in-house. They cost  
10 about--the materials cost around 15 [\$15.00] to  
11 \$20.00.

12 PETERS: Okay. And that's just for the sign, not the  
13 post?

14 FITCH: The sign and post.

15 PETERS: Sign and post?

16 FITCH: Yeah.

17 BLOOM: Yeah.

18 FITCH: It costs about--

19 BLOOM: We do it internally. It's--

20 FITCH: --another 20 [\$20.00], \$25.00 for  
21 installation. So we--we figure 40 [\$40.00] to \$50.00  
22 for installation costs.

23 PETERS: Well, maybe it wasn't as stupid a question  
24 because I know you and I have talked before. One of  
25 the concerns I have is that we're STOP-signing

0027

1 ourselves to death. What sort of procedure do you go  
2 through to determine whether a STOP sign is  
3 appropriate in a particular location?

4 FITCH: We base it on our--the County ordinance and  
5 also the State guidelines on posting STOP signs. In  
6 residential neighborhoods, a lot of it is for the  
7 control of the intersection.

8 PETERS: Right.

9 FITCH: I know we get into our discussions about  
10 whether we need STOP signs at cul-de-sacs. I mean,  
11 there are some cul---

12 BLOOM: Uh-huh (affirmative).

13 FITCH: --cul-de-sacs that only have three or four  
14 homes, but if somebody exits that street--

15 BLOOM: Right.

16 FITCH: --and there's an injury or an accident,  
17 there's no STOP sign then, whose responsibility is  
18 it. So it--it establishes the priorities at the  
19 intersections--

20 PETERS: Uh-huh (affirmative).

21 FITCH: --as far as who has right of way.

22 PETERS: Right.

23 FITCH: We do get requests for STOP signs on some of  
24 the thru-routes to make four-way stops. That's  
25 primarily for traffic--or speed control. And we try

0028

1 to discourage that as much as possible. We will not  
2 consider those unless we have an overwhelming  
3 petition signed by the association and people in the  
4 association. That's the only time we will consider  
5 those. And sometimes we have situations in  
6 associations where we'll have--as you know, our  
7 residential streets, they have a lot of curves, and  
8 sometimes at the intersection somebody will plant a  
9 tree or a shrub next to the intersection in their  
10 right of way, not in County right of way. But it--it

11 will obstru--obstruct the view. And sometimes we  
12 post STOP signs just for additional safety  
13 protection.

14 PETERS: Uh-huh (affirmative).

15 FITCH: But we try to minimize the installation of  
16 the STOP signs as much as possible. I mean,  
17 it's--it's a constant battle.

18 PETERS: Right.

19 FITCH: We really don't--surprisingly, we may get  
20 maybe one request a month from, you know, a county  
21 association someplace that wants a STOP sign. But  
22 it's--it's--it's not too difficult. But normally, we  
23 look at--you know, our decision is based on the side  
24 of safety. If there--

25 BLOOM: Of course.

0029

1 FITCH: --if we feel there is a safety issue  
2 involved, liability issue, then we have to put the  
3 STOP signs up.

4 PETERS: Uh-huh (affirmative). Makes sense. Okay,  
5 well, I appreciate--

6 BLOOM: Thank you.

7 PETERS: --that explanation. I make a motion to  
8 approve the aforementioned traffic posting changes.

9 BLOOM: Second. All in favor, signify it by saying,  
10 "Aye."

11 PETERS: Aye.

12 BLOOM: Aye. Approve and accept completion of  
13 contract between Brooks Construction and Allen County  
14 for Homestead Road and Ernst Road Intersection, final  
15 construction cost, \$443,949.52. The original was  
16 \$437,436.02.

17 PETERS: So we're looking at an increase of about  
18 \$6500.00. Are they just--

19 BLOOM: Correct.

20 PETERS: --change orders that we requested?

21 BLOOM: Yes.

22 FITCH: Yeah, most of the increase was due to--the  
23 school had asked us to add an additional right turn  
24 lane last fall before school started. The project  
25 was not ready to--to start work. Utilities had not

0030

1 been relocated. But we went ahead and added that

2 additional right turn lane for their safety, and

3 that's resulted in the additional--

4 BLOOM: The additional cost.

5 FITCH: --costs of the project.

6 PETERS: Did the school share in any of those costs?

7 FITCH: Yes. We have an agreement with the school, a

8 cost sharing agreement, and we're working out all of

9 the final details.

10 BLOOM: Uh-huh (affirmative).

11 FITCH: There was some cost reduction. Initially,

12 there was going to be a traffic signal installed, and

13 they agreed that they--

14 BLOOM: The STOP signs.

15 FITCH: --did not need a traffic signal. So it was

16 about a \$70,000.00 savings. That was going to be

17 their cost. However, there's--there's some

18 associated costs that they're still going to have to

19 pay for. We--we did the engineering work for the

20 signal, so we're going to--you know, they're going to

21 have to pay us for the engineering even though the

22 signal wasn't put in.

23 BLOOM: Well, it could be at a later time.

24 FITCH: Yes.

25 BLOOM: Right now we're using STOP signs--

0031

1 FITCH: Yes, when it's warranted.

2 BLOOM: --right?

3 FITCH: Yes. With all the development that's going

4 on out there--

5 BLOOM: Right. We may--

6 FITCH: --you know, it could very well be--

7 BLOOM: --still--

8 FITCH: --warranted.

9 BLOOM: Right.

10 FITCH: And so it's not a waste. I mean, we've got

11 design plans where, you know, that will be--we'll

12 keep those.

13 PETERS: Okay, good. Thank you. With that, I would

14 move approval and acceptance of completion of the

15 contract between Brooks Construction and Allen County

16 for construction on the Homestead Road and Ernst Road

17 Intersection.

18 BLOOM: Second. All in favor, signify it by saying,

19 "Aye."

20 PETERS: Aye.

21 BLOOM: Aye. Approve and accept completion of  
22 contract between R. L. McCoy, Inc. and Allen County  
23 for the Knouse Road Bridge over Wann Ditch, and the  
24 Springfield Center Road Bridge over Wann Ditch.

25 Final construction cost, \$481,219.44. Original bid  
0032

1 price was \$436,813.83.

2 FITCH: Again, the primary increase was due to we  
3 added additional pavement material to the approaches  
4 to the bridge. The original design did not include  
5 enough asphalt material, and--

6 BLOOM: Okay.

7 FITCH: --we actually expanded from their design to  
8 improve the approaches to the bridge. There were  
9 other miscellaneous items in the change order, but  
10 most of it was in the approach work--additional  
11 approach work requested.

12 PETERS: These are changes that we requested?

13 FITCH: Yes, we requested that to improve the  
14 approaches.

15 PETERS: Okay. I make a motion to approve and accept  
16 completion of the contract between R.L. McCoy and  
17 Allen County for construction of the Knouse Road  
18 Bridge over Wann Ditch.

19 BLOOM: And the Springfield Center Road Bridge--

20 PETERS: I'm sorry.

21 BLOOM: --over Wann Ditch.

22 PETERS: And the Springfield Center Road Bridge over  
23 Wann Ditch.

24 BLOOM: Second. All in favor, signify it by saying,

25 "Aye."

0033

1 PETERS: Aye.

2 BLOOM: Aye.

3 FITCH: That's all I have today.

4 BLOOM: Thank you very much.

5 PETERS: Thanks.

6 FITCH: Thank you very much.

7 BLOOM: Plat for signature, Morgan Creek Section IV,  
8 we'll do that after the meeting. Thank you. Any  
9 other business this morning?

10 ELSER: No, ma'am.  
 11 PETERS: I make a motion for the approval to waive  
 12 the second reading of any matter approved today and  
 13 for which it may be deemed necessary for the  
 14 Legislative Session of August 24, 2005.  
 15 BLOOM: Second. All in favor, signify it by saying,  
 16 "Aye."  
 17 PETERS: Aye.  
 18 BLOOM: Aye. Any comments this morning from the  
 19 public? Hearing none, meeting adjourned. Thank you.  
 20 (Adjourned at 10:34 a.m.)

21  
 22  
 23  
 24  
 25  
 0034

1 STATE OF INDIANA        )  
                               ) SS:  
 2 COUNTY OF ALLEN        )

3  
 4           REPORTER'S CERTIFICATE

5       I, Kimberlee M. Adams, a Notary Public in and  
 6 for the State of Indiana, County of Allen, do hereby  
 7 certify that the above and foregoing is a true and  
 8 accurate transcript of the Board of Commissioners of  
 9 the County of Allen, Legislative Session, held before  
 10 me on August 24, 2005 in the Allen County  
 11 Commissioner's Courtroom, Room 200, City-County  
 12 Building, 1 East Main Street, Fort Wayne, Allen  
 13 County, Indiana; that I am not related to, employed  
 14 by or interested in any of the parties to this cause  
 15 of action.

16       IN WITNESS WHEREOF, I have hereto affixed my  
 17 hand and seal this 26th day of August, 2005.

18  
 19           \_\_\_\_\_

20       Kimberlee M. Adams, Notary Public  
 21       Residing in Allen County, Indiana

22       My Commission Expires:  
 23       December 2, 2011