



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
City-County Building Room 200 • 1 East Main Street • Fort Wayne, IN 46802
Phone: 260.449.7555 TDD: 260.449.7881 FAX: 260.449.7568

LINDA K. BLOOM BILL BROWN NELSON PETERS

AGENDA

Commissioners' Legislative Session
10:00 A.M. Friday, November 5th, 2010
Commissioners' Courtroom - City-County Building

1. Approval of the minutes of October 29th, 2010.
2. Update from the Northeast Indiana Innovation Center
3. Change Order 1, in the amount of \$1,888.77 (DECREASE), for ARRA Resurface Contract #SR-32845. Reason for Change Order #1: Material Standard Specification Change, Allowing Additional Recycled Material in HMA Mixture.

Original Contract Amount	\$236,656.95
This Change Order #1 Amount	1,888.77 (Decrease)
<hr/>	
The Current Adjusted Contract Amount	\$234,768.18

4. Change Order 2, in the amount of \$2,000.00 (INCREASE), for ARRA Resurface Contract #SR-32845. Reason for Change Order #2: Scope Changes as Directed by ACHD, Bulkhead Outlet Pipes and Fill Existing Abandoned Inlets with Concrete Located on Hursh Road @ the I69 Bridge Overpass.

Original Contract Amount	\$236,656.95
Order #1 Amount	1,888.77 (Decrease)
This Change Order #2	2,000.00 (Increase)
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The Current Adjusted Contract Amount	\$236,768.18

The total cost incurred by the County for the construction of the project will be \$111.23.

5. Construction Inspection and Administration Services between the Board of Commissioners and A & Z Engineering, LLC for the Woodburn/Webster Rd Improvement Project, Project # 1300206. Cost - \$ 165,500.00.
6. Quitclaim Deed between the Board of Commissioners and Town of Grabill.
7. Other Business:
8. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of November 5th, 2010.
9. Comments from the Public.
10. 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



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Linda K. Bloom Bill Brown Nelson Peters

11/5/10 Legislative Session Sign-in Sheet

NAME

REPRESENTING

Karl R LaPan

NIIC

Bill Hartman

Highway

BEN BEER

USI CONSULTANTS



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LINDA K. BLOOM BILL BROWN NELSON PETERS

MINUTES

Commissioners' Legislative Session
10:00 a.m. Friday, October 29, 2010
Commissioners' Courtroom - City-County Building

Commissioners Present: Linda Bloom, Bill Brown and Nelson Peters

Others Present:

Chris Cloud	Commissioners Office
Mike Green	Commissioners Office
Bill Fishing	County Attorney
Michael Ilsworth	Director – IDEM
Bob Alderman	INDOT
Megan Kelly	Coordinator – Great Kids
Tony Hudson	Exec. Dir. – Blue Jacket
Jim Federoff	VP – Bd. Of Directors – Blue Jacket
Deb Hudson	Insurance Manager - HR
Bill Hartman	AC Highway Dept.
Dave Gladioux	Chief Deputy
Beth Lock	Commissioners Office
Kevin Leininger	News Sentinel
Amanda Iacone	Journal Gazette

Commissioner Bloom called the meeting to order at 10:06 AM. Commissioner Bloom led the meeting with the Pledge of Allegiance and a moment of silence.

- 1. Approval of the minutes of October 22nd, 2010.** Commissioner Brown made a motion to approve the minutes of October 22nd, 2010. Commissioner Peters seconded the motion. Motion carried 3-0.
- 2. Indiana Department of Environmental Management outreach to local elected officials.** Michael Ilsworth, Director of the Northern Regional Office of IDEM and Bob Alderman of INDOT appeared to answer any questions or concerns of the Commissioners. The Commissioners thanked them for their outreach.
- 3. Renewal request for Great KIDS make Great COMMUNITIES grant from the Foellinger Foundation on behalf of Superior Court.** Megan Kelly, Coordinator for the Great Kids make Great Communities initiative for Allen Superior Court, stated that the Foellinger Foundation requires the signature of the board president as a part of their renewal request. Last year's grant was a single year grant and this year's grant is for 3 years (2011-2013). This grant covers a large chunk of the operation for the Great Kids initiative. Commissioner Peters asked about liability to the Board of Commissioners should there be a failure. Megan responded that if anything went array, any unspent money would have to be returned to the Foellinger Foundation. There is a budget and they submit annual reports to the Foundation. If they don't meet expectations of the grant, they would have to return the money and/or they would not renew the grant in the future. Commissioner Brown made a motion to approve the Renewal request for Great KIDS make Great COMMUNITIES grant from the Foellinger Foundation on behalf of Superior Court. Commissioner Peters seconded the motion. Motion carried 3-0.
- 4. Update from Blue Jacket.** Tony Hudson, Executive Director of Blue Jacket and Jim Federoff, V.P. of the Board of Directors presented the update to the Commissioners.

5. **Adoption of Changes to 2011 Health Insurance Plans.** Deb Hudson, Insurance Manager, presented this item and stated that many of the changes are driven by the new Federal Health Care Reform Act which include – eliminating the lifetime maximum and instituting a \$2 million annual maximum, removal of a transplant maximum, including children on plan up to age 26 as long as they are not covered under other plans, no restriction on pre-existing conditions up to the age of 19 years. Commissioner Peters stated that in the past we have made plan changes to keep up with double digit price increases but this year it was suggested that we sit tight so we didn't lose our "grandfathered" status with respect to the health care reforms and that we let the "dust settle". Commissioner Peters made a motion to approve Adoption of Changes to 2011 Health Insurance Plans. Commissioner Brown seconded the motion. Motioned carried 3-0.

6. **Introduction and Discussion of 529 college saving s plans.**

7. **Contract between the Board of Commissioners and Shawnee Construction for construction of a range house on behalf of the Sheriff's Department.** Dave Gladeiux, Chief Deputy and Robert Bolenbaugh, Purchasing Director, presented this item. Dave Gladeiux stated that they have been at this location for over a year without a building. He stated the Sheriff has had many questions from the public asking when they are going to open it up for the public and you really can't do that without a building. He stated that a great deal of the funds came from drug seizure funds which also paid for the range itself. No taxpayer dollars as far as the construction goes. Commissioner Brown made a motion to approve the Contract between the Board of Commissioners and Shawnee Construction for construction of a range house on behalf of the Sheriff's Department. Commissioner Peters seconded the motion. Motion carried 3-0.

8. **Snow & Ice Control Policy for the annual Winter Storm Procedure Booklet for the Allen County Highway Department.** Bill Hartman, Highway Director, stated that this is passed out annually when they their meeting with the schools and the Sheriff's Dept. This meeting is tentatively scheduled for mid November. Commissioner Brown made a motion to approve Snow & Ice Control Policy for the annual Winter Storm Procedure Booklet for the Allen County Highway Department. Commissioner Peters seconded the motion. Motion carried 3-0.

9. **Change Order 2 for Monroeville Road over Hoffman-Lepper Ditch, Bridge #276, ACHD Project #04-238, INDOT Contract #B-30877, in the Amount of \$8,157.41 (Increase). Reason for Change Order #2: Change Field Conditions Unsuitable Soils, Geogrid Placed.** Bill Hartman, Highway Director, stated that when the approaches to the bridge were dug out, they found some old timbers supporting the existing road and unsuitable soil under those. New modern material was put in. Commissioner Peters made a motion on Change Order 2 for Monroeville Road over Hoffman-Lepper Ditch, Bridge #276, ACHD Project #04-238, INDOT Contract #B-30877, in the Amount of \$8,157.41 (Increase). Reason for Change Order #2: Change Field Conditions Unsuitable Soils, Geogrid Placed. Commissioner Brown seconded the motion. Motion carried 3-0.

<i>Description</i>	<i>Federal Share 80%</i>	<i>Allen Co. Share 20%</i>	<i>Total Amounts</i>
Original Contract	\$337,438.44	\$84,359.61	\$421,798.05
C.O. #1 Amount	5,007.52	1,251.88	6,259.40
This C.O. #2 Amount	\$6,525.93	1,631.48	8,157.41
Totals to Date	\$348,971.89	\$87,242.97	\$436,214.86

10. **Warranty Deed for Parcel 9 and Parcel 10 for Diebold Rd – Phase I from Dupont Rd to Norarrow Dr., Project # 1200209.** Bill Hartman, Highway Director, stated that this is the third of 16 parcels. Commissioner Peters made a motion to approve Warranty Deed for Parcel 9 and Parcel 10 for Diebold Rd – Phase I from Dupont Rd to Norarrow Dr., Project # 1200209. Commissioner Brown seconded the motion. Motion carried 3-0.

11. **Warranty Deed for Parcel 8, 10, 12, and 13 for Woodburn/Webster Rd Intersection Improvements, Project # 1300206.** Bill Hartman, Highway Director, stated that these are the first 4 out of 14 parcels needed for this project. Commissioner Brown made a motion to approve Warranty Deed for Parcel 8, 10,

12, and 13 for Woodburn/Webster Rd Intersection Improvements, Project # 1300206. Commissioner Peters seconded the motion. Motion carried 3-0.

12. Warranty Deed – Parcel 22 for Coverdale Rd from Indianapolis Rd to Airport Expressway, Project # 03-294. Bill Hartman, Highway Director, stated that we have 3 or 4 parcels left on this project. Commissioner Brown made a motion to approve Warranty Deed – Parcel 22 for Coverdale Rd from Indianapolis Rd to Airport Expressway, Project # 03-294. Commissioner Peters seconded the motion. Motion carried 3-0.

13. Discussion of an Allen County Community Grants Program. Beth Lock, Commissioner's Office, stated that 6-7 weeks ago she was tasked with this item to provide 1) some clarity in what economic development for Allen County is and the various ways that economic development can be established and 2) to provide a guide or explanation of requirement should we grant monies to entities that would apply for dollars that they could use for economic development purposes. In developing this she wanted to have something that would be easy to understand, clear and concise but not overburdensome in the application process. She did try to mirror other grant applications that she has seen and worked with in the past including budget narratives, narratives on the goals and the specs of the project, entities involved, reporting requirements, thresholds for funding and those types of things. She stated that right now the criteria that an entity would have to meet would be proving that they could, through a specific program, create jobs, create job retention, tax base enhancements, quality of life and that they can do this for a variety of areas. Teaching and training the workforce, ethics and principles, encouragement of civic involvement, acts of community service and those types of things. The funding comes from CEDIT dollars. There is an incentive pool that is appropriated annually. As a general rule she put in \$25,000 as a maximum that could be applied for. That is not saying that would be granted because of course within the budget narrative, they would have to provide a 20% match, they would have to identify other sources of funding they may be getting either from private entities or other public entities. They are required to report back to the Board of Commissioners on what they are doing with the money and spend it within a reasonable amount of time which is 12 months. We don't want to just put money out to these organizations for them to hold on to for multiple years before their program gets off the ground. She also put in this draft that any public money they may have could be subject to the open door and audited from the State Board of Accounts. Commissioner Peters asked about total dollars and said there becomes a time where we may be looking at a slippery slope if indeed there is not some sort of cap. He asked do we grant to everyone that walks through the door if they meet that criteria or is there a ceiling that we hit that says there isn't anymore? Beth stated that to be honest there is no ceiling in this as it stands. She needs better clarity from the Commissioners on what that ceiling needs to be. That is up to them. She focused more on what an individual grant cap should be. She recognizes that that does need to be included in this but felt that she, on the drafting end, really couldn't answer for the Commissioners. **Commissioner Brown** thanked Beth for her work on this and stated that this gives them a really good document to work from. **Commissioner Peters** stated that he thinks they have a great start and concurred with Commissioner Brown that Beth has done an awesome job in putting this together. He hesitates with how much involvement there should be with the County Council because these kind of decisions really ought to be the Commissioners and he bristles at the suggestions sometimes that the decisions we are making are not as appropriate as they think that they should be when they haven't even gone and talked to the people who are requesting the dollars. Commissioner Peters stated that having said all that and recognizing that we have to co-exist in this world with them it probably does make sense, once we have provided some final input, to sit down with members of the County Council if, at the very least from a courtesy perspective, to let them air any concerns they may. **Commissioner Brown** stated that the Board of Commissioners is the executive body of the County. He thinks they have a good relationship with County Council. He does believe that the Board of Commissioners needs to step-up their game as the executive of Allen County and that they need to embrace more outreach. The Commissioners thanked Beth for her efforts and the template provided. **Commissioner Bloom** stated that if they can come up with some kind of a formula, it will even be better.

14. Request for funding from The Southeast Youth Council's Cornerstone Youth Center. **Commissioner Brown** stated that Kent Castleman, Executive Director of Cornerstone, was in a couple of weeks ago to make a request for funding. Commissioner Brown stated that he has served on their Board for over a year but that he is not currently on their Board. He stated that he decided to resign because he

wants to advocate for them and he doesn't want to create any perception of a conflict of interest. He stated that once you immerse yourself in these boards you realize the good works they are doing and you see people who are passionate about creating outcomes. The Cornerstone Youth Center started in a lumber yard about 9 years ago. They have been able to grow and provide services to youth in SE Allen County. They are on the edge of Monroeville now and they have taken and created an adaptive reuse for a manufacturing facility. As this moves forward in the future with the Board of Commissioners, whether it is the Friends of the Rivers, the Council on Aging, the United Performing Arts Foundation or an entity such as the Cornerstone Youth Center, he sees this as connecting to the energy of others and he thinks that is critical. They have a capital campaign of \$345,000 to purchase this youth center and they have been able to close that gap to the point where they are within \$40,000 of doing that and they have reached out to several foundations. Kent Castleman is being recognized as a rising star in the not-for-profit world and he thinks that anybody who knows Kent and the group really understands the outcomes they are creating. **Commissioner Bloom** stated that although she has not visited the Center she has talked at length with Mr. Castleman and does think in a small way that we, as a County, could contribute to this. However, she stated that she will feel a whole lot more comfortable when our grant writer comes up with some kind of a policy that we can go from and have a certain percentage of the CEDIT budget. **Commissioner Brown** stated that 100% of our CEDIT dollars come from unincorporated Allen County residents and this group serves many unincorporated residents. He stated that he is an advocate for Cornerstone Youth Center and he hopes in the future they can apply again because of the good work that they are trying to do. **Commissioner Peters** stated that he has been out to meet with Mr. Castleman and there is no question that he runs an excellent program. Commissioner Peters stated that he does have somewhat of an issue in that we begin to look at economic development and is this pure economic development. It is probably more community development. It was mentioned that East Allen County Schools was closing down a couple of elementary schools. Candidly this is the type of program that East Allen County Schools really ought to be funding. He does think it is appropriate to fund this type of initiative at some level with tax dollars but he is not sure they ought to be the County's tax dollars as much as they ought to be East Allen County School's tax dollars. We know EACS won't be coming to the table to offer anything up. He stated that the reason he is not in favor of closing the entire gap is that the Cornerstone Youth Center is not going to stop moving forward if we don't close that entire gap. When he was out there he stated that he was amazed at what they have already done and where they are in terms of getting the job done. If we continue to fund these agencies in big amounts, if the suggestion were to offer up \$40,000, we don't have enough \$40,000's to go around to all of those folks that represent community development and economic development in this community. Commissioner Peters stated that he would be willing to make a motion to approve \$5,000 for the funding of Southeast Youth Council Cornerstone Youth Center. Commissioner Brown stated that they are asking for \$25,000 and he was hoping that we could do more than \$5,000 but if \$5,000 is the maximum, he hopes that they can have the opportunity to come again perhaps next year and this wouldn't exclude them. Commissioner Bloom stated we would then have a plan and an opportunity to meet with the Council to explain to them what our maximum would be and more of a definition of criteria. Commissioner Brown seconded the motion. Motion carried 3-0.

15. Appointment to an East Allen County Schools Common Construction Wage Committee. Chris Cloud, Executive Assistant, stated that the EACS has requested the appointment of Michael N. Lomont who has been the appointment the last 3 years. This is for 2011 roofing projects at various schools and 2011 bleacher replacement at New Haven High School. Commissioner Peters made a motion to approve the appointment of Michael N. Lomont to an East Allen County Schools Common Construction Wage Committee. Commissioner Brown seconded the motion. Motion carried 3-0.

16. Appointment to a Purdue University Common Construction Wage Committee. Chris Cloud, Executive Assistant, stated that Purdue through IPFW has requested we make an appointment to a common wage committee for \$2.5 million of campus improvements next year. The name before the Commissioners is Cathy Serrano as the taxpayer representative. Commissioner Peters made a motion to approve Cathy Serrano as our appointment to a Purdue University Common Construction Wage Committee. Commissioner Brown seconded the motion. Motion carried 3-0.

17. Other Business:

18. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of October 29, 2010. Commissioner Peters 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 October 29th, 2010. Commissioner Brown seconded the motion. Motion carried 3-0.

19. Comments from the Public.

20. Motion to Adjourn. There being no further business, the meeting was adjourned at 11:35 a.m.

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#3

Contract No:SR -32845

Change Order No.: 001

INDIANA Department of Transportation

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Construction Change Order and Time Extension Summary

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: SR -3284

AE:Eilet, Phillip

Letting Date:02/24/2010

PE/S:Mendez, Anthony

Status:Approved

Change Order Information

Date Generated: 07/19/2010

Change Order No.: 001

Date Approved: 07/20/2010

EWA: Y or Force Acct: N

Reason Code: STANDARDS/SPECS CHANGE, Other

Description: Binder replacement cost savings, & new conc. items

Original Contract Amount \$ 236,656.95

Current Change Order Amount \$ -1,888.77

Percent: -0.798 %

Total Previous Approved Changes \$ 2,000.00

Percent: 0.845 %

Total Change To-Date \$ 111.23

Percent: 0.047 %

Modified Contract Amount \$ 236,768.18

Time Extension Information

Date Initiated 07/19/2010

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required? Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:SR -32845

INDIANA

Date:10/26/2010

Change Order No:001

Department of Transportation

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Contract: SR -32845
 Project: 0901810 - 0901812 - 0901813 - State:0901810
 Change Order Nbr: 001
 Change Order Description: Binder replacement cost savings, & new conc. items
 Reason Code: STANDARDS/SPECS CHANGE, Other

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0014	0901810	0013	304-07490	TON	35.000	-34.000	C	Amount:\$ -1,190.00
Item Description: HMA PATCHING, TYPE B								
Supplemental Description1:								
Supplemental Description2:								
0014	0901812	0008	304-07490	TON	35.000	-136.000	C	Amount:\$ -4,760.00
Item Description: HMA PATCHING, TYPE B								
Supplemental Description1:								
Supplemental Description2:								
0014	0901813	0009	304-07490	TON	35.000	-64.000	C	Amount:\$ -2,240.00
Item Description: HMA PATCHING, TYPE B								
Supplemental Description1:								
Supplemental Description2:								
0017	0901810	0016	402-07433	TON	45.000	-420.000	C	Amount:\$ -18,900.00
Item Description: HMA SURFACE, TYPE B								
Supplemental Description1:								
Supplemental Description2:								
0017	0901812	0011	402-07433	TON	45.000	-1694.000	C	Amount:\$ -76,230.00
Item Description: HMA SURFACE, TYPE B								
Supplemental Description1:								
Supplemental Description2:								
0017	0901813	0012	402-07433	TON	45.000	-791.000	C	Amount:\$ -35,595.00
Item Description: HMA SURFACE, TYPE B								
Supplemental Description1:								
Supplemental Description2:								
0018	0901810	0017	402-07451	TON	45.000	-42.000	C	Amount:\$ -1,890.00
Item Description: HMA WEDGE AND LEVEL, TYPE B								
Supplemental Description1:								
Supplemental Description2:								
0018	0901812	0012	402-07451	TON	45.000	-170.000	C	Amount:\$ -7,650.00
Item Description: HMA WEDGE AND LEVEL, TYPE B								
Supplemental Description1:								
Supplemental Description2:								
0018	0901813	0013	402-07451	TON	45.000	-80.000	C	Amount:\$ -3,600.00
Item Description: HMA WEDGE AND LEVEL, TYPE B								
Supplemental Description1:								
Supplemental Description2:								
0021	0901810	0019	610-07487	TON	100.000	-8.000	C	Amount:\$ -800.00
Item Description: HMA FOR APPROACHES, TYPE B								
Supplemental Description1:								

Supplemental Description2:

0021	0901812	0014	610-07487	TON	109.000	-41.000	C	Amount:\$	-4,100.00
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Item Description: HMA FOR APPROACHES, TYPE B

Supplemental Description 1:

Supplemental Description2:

0021	0901813	0016	610-07487	TON	100.000	-17.000	C	Amount:\$	-1,700.00
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Item Description: HMA FOR APPROACHES, TYPE B

Supplemental Description 1:

Supplemental Description2:

0047	0901610	0032	304-07490	TON	34.040	34.000	C	Amount:\$	1,157.36
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Item Description: HMA PATCHING, TYPE B

Supplemental Description 1: Cost reduction for HMA binder replacement, INDOT Memo 10/02

Supplemental Description2:

0047	0901812	0023	304-07490	TON	34.040	136.000	C	Amount:\$	4,629.44
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Item Description: HMA PATCHING, TYPE B

Supplemental Description 1: Cost reduction for HMA binder replacement, INDOT Memo 10/02

Supplemental Description2:

0047	0901813	0039	304-07490	TON	34.040	64.000	C	Amount:\$	2,178.56
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Item Description: HMA PATCHING, TYPE B

Supplemental Description 1: Cost reduction for HMA binder replacement, INDOT Memo 10/02

Supplemental Description2:

0048	0901810	0033	402-07433	TON	44.490	420.000	C	Amount:\$	18,685.80
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Item Description: HMA SURFACE, TYPE B

Supplemental Description 1: Cost reduction for HMA binder replacement, INDOT Memo 10/02

Supplemental Description2:

0048	0901812	0024	402-07433	TON	44.490	1694.000	C	Amount:\$	75,366.06
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Item Description: HMA SURFACE, TYPE B

Supplemental Description 1: Cost reduction for HMA binder replacement, INDOT Memo 10/02

Supplemental Description2:

0048	0901813	0040	402-07433	TON	44.490	791.000	C	Amount:\$	35,191.59
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Item Description: HMA SURFACE, TYPE B

Supplemental Description 1: Cost reduction for HMA binder replacement, INDOT Memo 10/02

Supplemental Description2:

0049	0901810	0034	402-07451	TON	44.490	42.000	C	Amount:\$	1,868.58
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Item Description: HMA WEDGE AND LEVEL, TYPE B

Supplemental Description 1: Cost reduction for HMA binder replacement, INDOT Memo 10/02

Supplemental Description2:

0049	0901812	0025	402-07451	TON	44.490	170.000	C	Amount:\$	7,563.30
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Item Description: HMA WEDGE AND LEVEL, TYPE B

Supplemental Description 1: Cost reduction for HMA binder replacement, INDOT Memo 10/02

Supplemental Description2:

0049	0901813	0041	402-07451	TON	44.490	80.000	C	Amount:\$	3,559.20
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Item Description: HMA WEDGE AND LEVEL, TYPE B

Supplemental Description 1: Cost reduction for HMA binder replacement, INDOT Memo 10/02

Supplemental Description2:

Contract No:SR -32845

INDIANA

Date:10/26/2010

Change Order No:001

Department of Transportation

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0050	0901810	0035	610-07487	TON	99.190	3.000	C	Amount:\$	795.92
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Item Description: HMA FOR APPROACHES, TYPE B

Supplemental Description1: Cost reduction for HMA binder replacement, INDOT Memo 10/02

Supplemental Description2:

0050	0901812	0026	610-07487	TON	99.490	41.000	C	Amount:\$	4,079.09
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Item Description: HMA FOR APPROACHES, TYPE B

Supplemental Description1: Cost reduction for HMA binder replacement, INDOT Memo 10/02

Supplemental Description2:

0050	0901813	0042	610-07487	TON	99.490	17.000	C	Amount:\$	1,691.33
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Item Description: HMA FOR APPROACHES, TYPE B

Supplemental Description1: Cost reduction for HMA binder replacement, INDOT Memo 10/02

Supplemental Description2:

Total Value for Change Order 001 = \$ -1,888.77

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

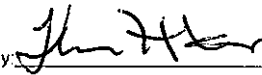
This change order is for new HMA items at a cost reduction due to the use of allowable binder replacement in the mix design per INDOT Construction Memorandum 10-02 and the deletion of the same items at the unit price in the bid.

Change Order Explanation for Specific Line Item

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It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: EBB Partners Inc

Signed By: 

Date: 10/26/10

.....


NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:SR -32845
Change Order No:001

INDIANA
Department of Transportation

Date:10/26/2010
Page: 6

APPROVED FOR LOCAL PUBLIC AGENCY


(SIGNATURE) William F. Hartman

Director - ACHD
(TITLE)

11/05/2010
(DATE)

(SIGNATURE) Daniel Avery

Director - NIRCC
(TITLE)

(DATE)

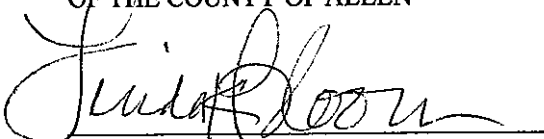
SUBMITTED FOR CONSIDERATION

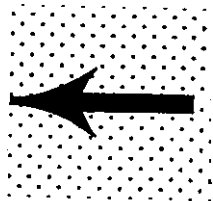
PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Mendez, Anthony	07/20/2010	Approved

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF ALLEN


Linda K. Bloom, President




Wm. E. Brown, Vice-President


F. Nelson Peters, Secretary

Date: _____

#64

Contract No:SR -32845

Change Order No.: 002

INDIANA Department of Transportation

Page: 1

Construction Change Order and Time Extension Summary

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: SR -3284

AE:Ellet, Phillip

Letting Date:02/24/2010

PE/S:Mendez, Anthony

Status:Approved

Change Order Information

Date Generated: 07/20/2010

Change Order No.: 002

Date Approved: 09/01/2010

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Construction Related

Description: Cap abandoned inlets in paved side ditch.

Original Contract Amount \$ 236,656.95

Current Change Order Amount \$ 2,000.00

Percent: 0.845 %

Total Previous Approved Changes \$ -1,888.77

Percent: -0.798 %

Total Change To-Date \$ 111.23

Percent: 0.047 %

Modified Contract Amount \$ 236,768.18

Time Extension Information

Date Initiated 07/20/2010

Date Completed 07/20/2010

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____
Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:SR -32845

INDIANA

Date:10/26/2010

Change Order No:002

Department of Transportation

Page: 3

Contract: SR -32845

Project: 0901812 - State:0901810

Change Order Nbr: 002

Change Order Description: Cap abandoned inlets in paved side ditch.

Reason Code: CHANGED COND, Construction Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0051	0901812	0027	720-44296	EACH	400.000	5.000	C	Amount:\$ 2,000.00

Item Description: CAP INLET

Supplemental Description 1:

Supplemental Description 2:

Total Value for Change Order 002 = \$ 2,000.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

The existing inlets in the paved side ditch that were abandoned previously, after the side ditch was paved over with asphalt during a bridge rehab project, presented a safety concern. The castings for these inlets were 8 to 10 inches below pavement grade in the shoulder area, infringing on the clear zone. The castings were removed, the pipes were bulkheaded, and the inlets were capped with concrete

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: EBB Paving Inc

Signed By: [Signature]

Date: 10/26/10

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:SR -32845

INDIANA

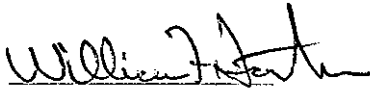
Date:10/26/2010

Change Order No:002

Department of Transportation

Page: 4

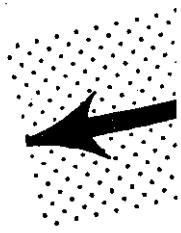
APPROVED FOR LOCAL PUBLIC AGENCY



(SIGNATURE) William F. Hartman

Director - ACHD
(TITLE)

11/5/2010
(DATE)



(SIGNATURE) Daniel Avery

Director - NIRCC
(TITLE)

(DATE)

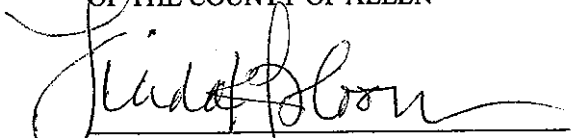
SUBMITTED FOR CONSIDERATION

PE/S _____


APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Harris, Andrew	09/01/2010	Approved

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF ALLEN


Linda K. Bloom, President


Wm. E. Brown, Vice-President


F. Nelson Peters, Secretary

Date: _____

#5

AGREEMENT BETWEEN

**BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN & A&Z ENGINEERING, LLC
FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS IS AN AGREEMENT made as of _____, 2010 by and between the Board of Commissioners of the County of Allen, acting by and through its proper officials, hereinafter referred to as the "CLIENT/OWNER", and A&Z Engineering, LLC, hereinafter referred to as "A&Z".

WITNESSETH

WHEREAS, the "CLIENT/OWNER" desires to contract with A&Z for the Construction Inspection and Administration Services for the Webster Road – Woodburn Road Improvement Project # 1300206. The project consist of new Webster Road alignment to Woodburn Road. Woodburn Road west of the intersection will be terminated with the installation of a Cul-de-sac and connected to the new Webster Road alignment with a new connector road. A&Z will follow the Indiana Department of Transportation (INDOT) specifications and Contract Documents to complete the Construction Inspection and Administration Services, hereinafter referred to as, the "PROJECT".

NOW THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

SECTION I SERVICES BY CONSULTANT

The services to be provided by A&Z under this Agreement are as set out in the PROFESSIONAL ENGINEERING SERVICES, the SCOPE OF SERVICES, and as discussed in the project description.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY the CLIENT/OWNER

The information and services to be furnished by the CLIENT/OWNER in order to quickly and efficiently progress the PROJECT, are as follow:

1. Appoint a representative responsible for the CLIENT/OWNER'S management and administration of the project and who shall be the A&Z primary contact person. Such person will have the complete authority to transmit instructions, receive information, interpret and define the CLIENT/OWNER'S policies and decisions with regard to any of A&Z engineering services for the PROJECT.
2. Provide all criteria and full information as to CLIENT/OWNER'S requirements for the PROJECT, including construction inspection and administration objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3. Assist A&Z by placing at their disposal all available information pertinent to the PROJECT including previous reports, plans, and any other documents or data relative to the design and construction of the PROJECT.
4. Arrange for access to make all provisions for A&Z to enter upon public and private property as requested for A&Z to perform and complete the Professional Engineering Services under this agreement.

SECTION III NOTICE TO PROCEED AND SCHEDULE

A&Z shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the CLIENT/OWNER and shall deliver the work to the CLIENT/OWNER in accordance with and discussed under this agreement.

SECTION IV COMPENSATION

A. The CLIENT/OWNER agrees to compensate A&Z for Professional Engineering Services called for under this Agreement as follows;

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount **not to exceed \$165,500.00.** This not to exceed amount is based upon the number of manhours estimated necessary to adequately staff and perform the inspection services for the expected construction duration of eight months.
2. The CONSULTANT will be paid for the actual hours of work performed exclusively on this Contract in accordance with the following negotiated hourly billing rates per classification:

<u>Classification</u>	<u>Hourly Rates</u>	
	<u>Reg. Rate</u>	<u>Ovt. Rate</u>
Project Manager/Sr Project Engineer (Licensed P.E.)	\$ 92.00	-
Sr Engineer/Sr Designer	\$ 67.00	-
Engineer/Designer	\$ 58.00	-
Sr Inspector/Sr Technician (RPR)	\$ 54.00	\$ 65.00
Inspector/Technician	\$ 40.00	\$ 48.00
Administrative / Clerical	\$ 47.00	-

3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, round trip mileage from CONSULTANTS' personnel place of residence to the CLIENT/OWNER assigned job site including the mileage at the job site, long distance calls, equipment rentals, reproductions, etc.) as approved by the

CLIENT/OWNER. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the CLIENT/OWNER prior to any reimbursement thereof.
5. The CONSULTANT shall submit biweekly timesheets for each employee working on this Contract to the CLIENT/OWNER assigned Engineer or PE/S. Hours worked by the employee shall be recorded to the nearest 0.25 hour.
6. The CONSULTANT shall not bill for overtime premium for any individual until forty hours have been worked on the Contract for the week by that individual. Holiday hours not worked on the Contract do not apply to the forty hour weekly total.

B. Method of Payment

1. The CONSULTANT may submit a maximum of two invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to the Allen County Construction Services Manager.

Allen County Highway Department
One W. Superior Street
Fort Wayne, IN 46802
C/O Dan Allen

SECTION V GENERAL PROVISIONS

1. Work Office

A&Z Engineering, LLC (A&Z) shall perform the work under this Agreement at the following office(s):

A&Z Engineering, LLC
9017 Coldwater Road
Suite 500
Fort Wayne, IN 46825
Phone (260) 485-7077

A&Z shall notify the CLIENT/OWNER of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, A&Z shall not engage, on a full or part time or other basis, any of the CLIENT/OWNER personnel who remain employ by the CLIENT/OWNER.

3. Subletting and Assignment

A&Z shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the CLIENT/OWNER. Consent for such assignment shall not relieve the A&Z of any of its duties or responsibilities hereunder.

4. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc. ("the documents"), as instruments of service, shall remain the property of CLIENT/OWNER. Neither the CLIENT/OWNER, nor any person, firm or corporation acting on behalf of the CLIENT/OWNER, shall use the documents, or copies of the documents, for any work or project other than the work or project for which A&Z prepared the documents. A&Z shall have no liability for personal injury, death, property damage or economic loss, of whatever kind or character, arising out of, or relating to, the use by CLIENT/OWNER or any person, firm or corporation acting on their behalf, the documents, or copies of the documents, for any work or project other than the work or project for which A&Z prepared the documents.

SECTION VI PROFESSIONAL ENGINEERING SERVICES

1. A&Z will provide Construction Inspection and Administration Services for the Webster Road – Woodburn Road Improvement Project. The proposed new roadway alignment and improvements includes new roadway construction, roadway resurfacing, side ditch construction, storm drainage features with culverts, detention pond and storm sewers, pavement markings, signage, and site restoration.

SECTION VII SCOPE OF SERVICES

1. General

A. Construction Inspection Services

A&Z will provide ACHD with the Construction Inspection and Administration Services during the construction phase. The furnishing of such services will not make A&Z responsible for or give A&Z control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. The Project Inspector is A&Z's agent at the site, will act as directed by and under the supervision of A&Z, and will confer with A&Z regarding Project Inspector's actions. Project Inspector shall generally communicate with CLIENT/OWNER with the knowledge of and under the direction of A&Z.

1. Pre-construction Conference. Attend a pre-construction conference, discuss project specifics, answer Contractor questions, keep and distribute conference minutes.

2. Submittal Review. Review Contractor submittals for general conformance with the design concept. Each submittal will be reviewed initially, with one subsequent review of a corrected or alternate submittal from the Contractor included.
3. Reports. Document in a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Furnish Engineer and CLIENT/OWNER with weekly and monthly reports of progress of the Work.
4. Liaison. Serve as A&Z's liaison with Contractor, working principally through Contractor's Superintendent and assist him in understanding the intent of the Contract Documents; and assist A&Z in serving as CLIENT/OWNER's liaison with Contractor when Contractor's operations affect CLIENT/OWNER's on-site operations and the operations of other Contractor's. Assist in obtaining from Owner additional details or information, when required for proper execution of the work.
5. On site observations. Conduct on site observations of the Work in progress to assist in determining if the Work is proceeding in accordance with the Contract Documents.
 - a. Project Inspector to report to A&Z and CLIENT/OWNER whenever Project Inspector believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval required to be made.
 - b. Verify that tests, equipment and systems startup and operating and maintenance training area conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to A&Z and CLIENT/OWNER appropriate details relative to the test procedures and startups.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to A&Z.
 - d. Interpretation of Contract Documents: Transmit to Contractor clarifications and interpretations as issued by A&Z and CLIENT/OWNER if required of the Contract Documents.
 - e. Modifications: Consider and evaluate Contractor's suggestions for modifications in Contract Documents and report with Project Inspector's recommendations to A&Z and CLIENT/OWNER. Transmit to Contractor decisions as issued by A&Z and CLIENT/OWNER.
6. Application for Payment. Assist in evaluating Contractor applications for payment based

on information provided by Project Inspector, test results, and on-site observations made during the site visits. Recommend payment, including adjustments, in accordance with the Contract Documents.

7. Final Inspection. Attend final inspections and make appropriate recommendations to the CLIENT/OWNER.
8. As-built. A&Z shall deliver to CLIENT/OWNER, after receiving Contractor's as-built drawings, one set of as-built on disk for use with AutoCAD, one set of reproducible and one set hard copy of as-built.

B. Schedule

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the CLIENT/OWNER. The A&Z shall complete and deliver the final construction record and final estimate to the CLIENT/OWNER within forty-five (45) calendar days after the contractor's last day of work. A&Z will provide the services on mutual schedule that fit the CLIENT/OWNER budget and project construction time frame.

C. Terms and Conditions

1. Professional Services

- a. The professional services of A&Z are performed for an hourly not to exceed amount consistent with the scope of work described in this Agreement. If the scope of work changes during the progress of this project, A&Z will inform the CLIENT/OWNER of such change and will submit an estimated cost for such additional work. Upon approval by the CLIENT/OWNER of the change in scope and estimated cost, A&Z will proceed with the added work.
- b. All reports, drawings, specifications, manuals, learning and audio visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents prepared by A&Z as instruments of service shall remain the property of the CLIENT/OWNER.

2. Standard of Performance

A&Z will perform its services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the services are performed.

3. Responsibility of A&Z

- a. The responsibility of A&Z's field representative is to make observations and conduct field tests. This work does not include supervision or direction of the work of the contractor, his/her employees, or agents. The contractor should be so advised. The contractor should also be advised that neither the presence of our field representative nor the observation and testing

by our firm shall excuse him/her in any way for defects discovered in his/her work. Any review and/or monitoring of the contractor's performance by A&Z does not include the contractor's safety measures on or near the construction site. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work.

4. Responsibility of CLIENT/OWNER

- a. The CLIENT/OWNER agrees to indemnify and hold A&Z harmless from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including attorneys' fees or other loss which arises from or is related to the existence, disposal, release, discharge, treatment or transportation of hazardous materials, or the exposure of any person to hazardous materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to hazardous material except when such claim is a result of the negligent or intentional act of an employee or agent of A&Z.

5. Insurance

A&Z carries public liability and property damage insurance (\$1,000,000 each occurrence/\$2,000,000 aggregate) and workmen's compensation insurance. Certificates will be forwarded upon request. Within the limits of said insurance, A&Z agrees to save the CLIENT/OWNER harmless from any loss, damage, injury, or liability arising directly from negligent acts by A&Z, A&Z's employees, agents, subcontractors, and their employees or agents. If the CLIENT/OWNER requires further insurance coverage, A&Z, if specifically directed by the CLIENT/OWNER, will purchase additional insurance (if procurable) at the CLIENT/OWNER'S expense to protect A&Z.

6. Continuing Agreement

- a. The indemnity obligations and the limitations of liability established under this agreement shall survive the expiration or termination of this agreement. If A&Z provides services to CLIENT/OWNER, but the parties do not confirm those services by executed amendment of the agreement, the obligations of the parties to indemnify and the limitations on liability established under this agreement will apply to such services as if an amendment had been executed by the parties.

7. Terms of Agreement

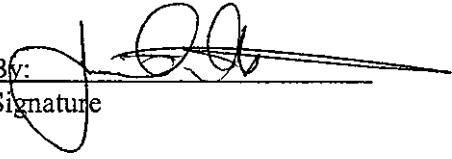
- a. Neither the CLIENT/OWNER nor A&Z may delegate, assign, sublet, or transfer their duties or interest as described in this agreement and A&Z's proposal without the written consent of the other party.
- b. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the services to be provided under this agreement and A&Z's proposal, and should that

dispute result in litigation, it is agreed that each party shall bear its own litigation expense, including staff time, court costs, attorneys' fees, and other claim-related expenses.

- c. No modification or changes in the terms of the agreement may be made except by written instrument signed by the parties. The CLIENT/OWNER acknowledges that he/she has read this agreement, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, superseding all proposals other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- d. Either the CLIENT/OWNER or A&Z may terminate this agreement for convenience upon their (30) days written notice delivered or mailed to the other party.
 - i. In the event of material breach of this agreement, the party not breaching the agreement may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall state the basis for the termination. The agreement shall not be terminated for cause if the breaching party cures the breach within the ten day period.
 - ii. In the event of the termination, other than caused by a material breach of this agreement by A&Z, the CLIENT/OWNER shall pay A&Z for the services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or sub consultant contracts. Such compensation shall be based upon the schedule of fees used by A&Z.

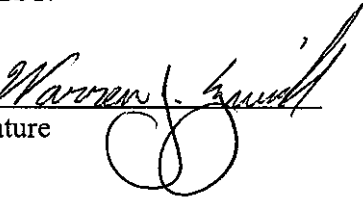
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

A&Z ENGINEERING, LLC

By: 
Signature

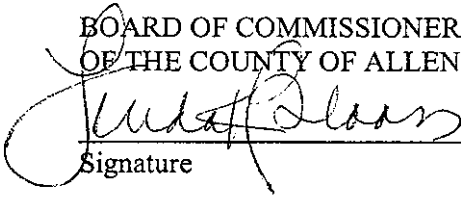
Jamal T. Anabtawi, P.E., Owner
(Print or type name and title)

ATTEST:

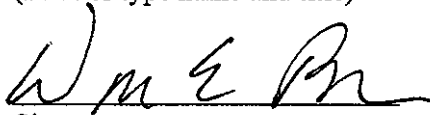
By: 
Signature

Warren J. Zwick, P.E., Owner
(Print or type name and title)

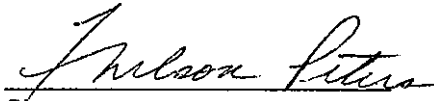
BOARD OF COMMISSIONERS
OF THE COUNTY OF ALLEN


Signature

Linda K. Bloom, President
(Print or type name and title)

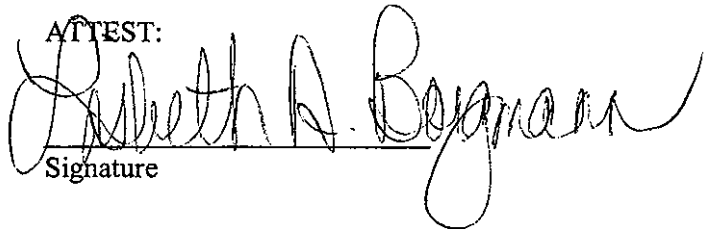

Signature

Wm. E. Brown, Vice President
(Print or type name and title)


Signature

F. Nelson Peters, Secretary
(Print or type name and title)

ATTEST:


Signature

Lisbeth A. Borgmann, Auditor
(Print or type name and title)

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that The Board of Commissioners of the County of Allen, State of Indiana ("Grantor") QUITCLAIMS TO The Town of Grabill ("Grantee"), n consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledge, all right, title and interest in the following described real estate in Allen County, Indiana:

A part of the Southwest Quarter of Section 24, Township 32 North, Range 13 East, in Allen County, Indiana, described as:

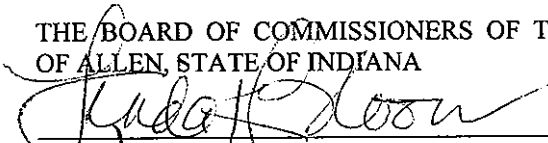
Commencing on the extension to the North of the West line of Fairview Drive as recorded in Westmead Place Addition, Section A, in Plat Book 20, page 103, in the Office of the Recorder of said County, at a point situated 277.6 feet North of the Northeast corner of Lot 9 in said addition, said point being the southeast corner of the parcel described in Document #95-46419 of the said Recorder's Office; thence North 02 degrees 02 minutes 59 seconds West on said west line of Fairview Drive a distance of 25.58 feet to the Point of Beginning; thence continue North 02 degrees 02 minutes 59 seconds West on said west line a distance of 72.08 feet to the right-of-way dedicated by Document #203119658; thence continue North 02 degrees 02 minutes 59 seconds West on the said right-of-way a distance of 25.79 feet to a deflection in the said right-of-way; thence South 49 degrees 21 minutes 09 seconds East a distance of 17.21; thence southerly 87.44 feet on a non-tangent arc to the left with radius of 300 feet, said arc having a chord bearing of South 06 degrees 17 minutes 58 seconds West and a chord distance of 87.13 feet to the point of beginning, containing 0.010 acres, more or less.

Subject to all taxes, easements, limitations, and restrictions of record.

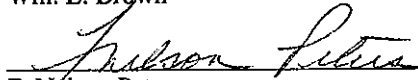
It is understood and agreed by the parties hereto that this conveyance is made and entered into in connection with a re-alignment of Fairview Drive in the Town of Grabill, Indiana.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed this 5 day of November, 2010.

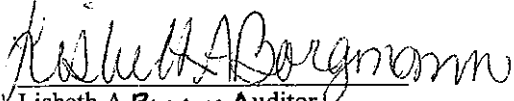
THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, STATE OF INDIANA


Linda K. Bloom


Wm. E. Brown


F. Nelson Peters

ATTEST:


Lisbeth A. Borgmann, Auditor

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 5 day of November, 2010, personally appeared Linda K. Bloom, Wm. E. Brown, and F. Nelson Peters, and acknowledged the execution of the foregoing deed for and on behalf of the Board of Commissioners of the County of Allen, State of Indiana. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
4-30-14

Rhonda A. Rice
Rhonda A. Rice, NOTARY PUBLIC

Rhonda A. Rice
Notary Public - State of Indiana
Resident of Huntington County, IN
My Commission Expires 4/30/2014

A resident of Huntington County, Indiana

THIS INSTRUMENT prepared by Joshua C. Neal, Attorney No. 236970-02, Barrett & McNagny, LLP, 215 East Berry, Street, P.O. Box 2263, Fort Wayne, Indiana 46801-2263

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Joshua C. Neal, Esq.

When Recorded, mail to: _____

Grantee's Address

Mail Tax Bills To:

