



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

LINDA K. BLOOM THERESE M. BROWN NELSON PETERS

AGENDA

**Commissioners' Legislative Session
10:00 AM Friday, June 16, 2017
Council Chambers Courtroom – Citizens Square**

- 1. Presentation of Civil Service Awards: Sarah Castillo and Erika Pitcher**
- 2. Consider approval of the minutes of June 9, 2017.**
- 3. Consider approval of amendment to Allen County Code Title 12 (Financial) – Article 43 (Financial Charges for Access to Recorder's Records).**
- 4. Consider approval of agreement between the Board of Commissioners and Harvey Auctions for auctioneer services for the annual tax sale on behalf of the Allen County Treasurer.**
- 5. Consider approval of Sign Request for Dunton Rd from Hathaway Rd to Gump Rd to lower the Speed Limit 30 mph.**
- 6. Consider approval of sign request for Lurrey Pass from Crawford Rd to Cordell Cove for Speed Limit 30 mph in Hawthornes Park Estates.**
- 7. Consider approval of claims submitted for payment.**
- 8. Other Business:**

Consider Approval by the Board of Commissioners to Grant the Purchasing Department the Right to Execute and Administer some Consulting Contracts for the Highway Department.
- 9. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of June 16, 2017.**
- 10. Comments from the Public**
- 11. Motion to Adjourn.**

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



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

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Phone: 260.449.7555 FAX: 260.449.7568

NELSON PETERS LINDA K. BLOOM THERESE BROWN

MINUTES

Commissioners' Legislative Session

10:00 a.m., Friday, June 9, 2017

Council Chambers Courtroom – Citizens Square

Commissioners Present: Therese Brown, Linda Bloom and Nelson Peters

Others Present:	Chris Cloud	Commissioners Office
	Andrew Applegate	Commissioners Office
	Brad Kohrman	Sheriff's Dept.
	Jeff Stevens	ACCC
	Kim Churchward	ACCC
	Michelle Wood	DPS
	Elissa McGauley	DPS
	Bill Hartman	Highway
	Eric Zimmerman	Circuit Court
	Nick Barbknecht	RQAW
	John Stafford	CRI @ IPFW
	Rosa S Rodriguez	Journal Gazette

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

- 1. Consider approval of the minutes of June 2, 2017.** Commissioner Bloom made a motion to approve the minutes of June 2, 2017. Commissioner Peters seconded the motion. Motion carried 3-0.
- 2. Consider approval of amendment no. 2 to the agreement between the Board of Commissioners and A'viands, LLC for the provision of meals of the Allen County jail.** Brad Kohrman, Deputy Chief of Administration for the Sheriff's Dept., presented this item. He stated this is the company that they contract with for the meals at the jail. The first contract was back in 2015. They came to the Sheriff last year requesting this adjustment which is about 2 cents per meal. When they approached us last year it was after the budget was set and we told them they would have to come back this year for consideration. Commissioner Bloom made a motion to approve amendment no. 2 to the agreement between the Board of Commissioners and A'viands, LLC for the provision of meals of the Allen County jail. Commissioner Peters seconded the motion. Motion carried 3-0.
- 3. Consider approval of grant agreement between the Board of Commissioners and Indiana Department of Corrections for program funding for Allen County Community Corrections and Adult Probation.** Kim Churchward, with ACCC and Eric Zimmerman with Circuit Court and Allen County Probation, presented this item. Kim Churchward stated this is their grant agreement for Allen County for fiscal 2017. The purpose of the agreement is to enable the State to award funds to Allen County in the amount of \$4,134,300 for the funding of Community Correction services and some enhanced services for adult probation. The agreement has been reviewed by the county attorney, Ms. Murphy. With the Commissioners approval, they will seek official signature by the Auditor which will enable funding to begin as of July 1. Commissioner Peters made a motion to approve the grant agreement between the Board of Commissioners and Indiana Department of Corrections for program funding for Allen County Community Corrections and Adult Probation. Commissioner Bloom seconded the motion. Motion carried 3-0.

- 4. Consider approval of Rezoning Petition #REZ-2017-0021 to rezone .63 acres to the south and east of the intersection of State Road 37 and Thimlar Road from A1/Agricultural and C2/Limited Commercial to C2/Limited Commercial for a new Antwerp Exchange Bank facility.** Michelle Wood, DPS, presented this item. She stated this new bank branch just outside of Harlan is expansion for the Antwerp Exchange Bank Company. They have 2 regular branches in Ohio and a small loan office in Harlan but it is not big enough to give the full services you would get from a branch bank. They could not find land inside of Harlan that was either properly zoned or big enough for them to build a new branch so they chose this site just outside. It is at the intersection of Thimlar Road and SR 37 and it happens to be partially zoned C2 already which is a little odd. It's kind of an island out there but there are other commercial uses around it. There is a construction company just to the northeast and it is a developed corner. They also partially chose this location hoping a lot of their customers which are farmers and a lot of small businesses and family farms can access it without getting on to SR 37. They do have a lot of buggy traffic and they do accommodate for that on their site plan. There was no opposition to the zoning especially from any of the adjacent property owners. Across the street, a property owner had concerns about traffic and storm water runoff. There is already traffic on 37 no matter where you put it. If you put it in the town center you are going to have that traffic on the road. They are actually hoping to reduce the need to use 37 by this location. As far as storm water runoff, this site will not go to the north or cross 37. That runoff will go to the south and east towards the tiles. Other than that there was no other opposition and they had a unanimous do pass recommendation. Commissioner Peters made a motion to approve Rezoning Petition #REZ-2017-0021 to rezone .63 acres to the south and east of the intersection of State Road 37 and Thimlar Road from A1/Agricultural and C2/Limited Commercial to C2/Limited Commercial for a new Antwerp Exchange Bank facility. Commissioner Bloom seconded the motion. Motion carried 3-0.
- 5. Consider approval of 60/40 Agreement between the Board of Commissioners and West Hamilton Place Subdivision. In the amount of \$47,900.00.** Bill Hartman, Highway Director, stated this subdivision is east of W. Hamilton Road and just south of Liberty Mills Road. The engineers estimate is \$47,900 and the county's share would be \$28,740 and the subdivisions share would be \$19,160. Commissioner Peters made a motion to approve the 60/40 Agreement between the Board of Commissioners and West Hamilton Place Subdivision. Commissioner Bloom seconded the motion. Motion carried 3-0.
- 6. Consider approval of Agreement between the Board of Commissioners and Engineering Resources, Inc. for preliminary engineering services for Hathaway/Corbin Rd Improvements, Project # 1300110. In the amount of \$ 61,800.00.** Bill Hartman, Highway Director, stated there is a very sharp right angled turn at that intersection. This will put a decent curve to it to make it safer. There has been several accidents right there. Commissioner Peters made a motion to approve Agreement between the Board of Commissioners and Engineering Resources, Inc. for preliminary engineering services for Hathaway/Corbin Rd Improvements. Commissioner Bloom seconded the motion. Motion carried 3-0.
- 7. Consider approval of Agreement between the Board of Commissioners and Lochmueller Group, Inc. for O'Day Rd Bridge # 359 over Seegar Ditch for Bridge Replacement, Project # 0100616. In the amount of \$229,100.00.** Bill Hartman, Highway Director, stated this is the next bridge in our list of recommended replacements in our bridge inventory that we haven't gotten under design as yet so we would like to proceed with that. Commissioner Bloom made a motion to approve of Agreement between the Board of Commissioners and Lochmueller Group, Inc. for O'Day Rd Bridge # 359 over Seegar Ditch for Bridge Replacement. Commissioner Peters seconded the motion. Motion carried 3-0.
- 8. Update from the Community Research Institute.** John Stafford, Interim Director of the Community Research Institute, gave the update.
- 9. Consider approval of claims submitted for payment.** Commissioner Peters made a motion to approve the claims as submitted in the amount of \$387,265.72. Commissioner Bloom seconded the motion. Motion carried 3-0.
- 10. Other Business:**

The Board of Commissioners, as Lessee of Property, Consent for the Jail Building Corp. to approve a Right of Way purchase Agreement with INDOT – Chris Cloud, Executive Assistant, stated that INDOT needs to acquire a small amount of right of way at the corner of Superior and Clinton next to the Jail. The Commissioners do not technically own the jail. The Jail Building Corp. owns the jail and leases it back to the Commissioners. The Building Corp., who the Commissioners appoint, has said they are not going to approve any documents unless the Commissioners approve right of way purchase first hand. There are no problems with this purchase. We've looked at it and it doesn't interfere with anything but because the Jail Building Corp. technically owns the building, Mr. Gutman has requested that the Commissioners sign off first before the Jail Building Corp. will sign documents with INDOT. Commissioner Peters made a motion to approve. Commissioner Bloom seconded the motion. Motion carried 3-0.

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

12. Comments from the Public.

13. Motion to Adjourn. Meeting adjourned 10:50 a.m.

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

#3

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
ORDINANCE DATED June 16, 2017
ORDINANCE NUMBER 06-16-17-08

WHEREAS, the Allen County Recorder has requested changes to the ordinance regulating financial charges for access to Recorder's records; AND

WHEREAS, the Board of Commissioners is the legislative branch of county government.

NOW, THEREFORE, be it ordained that:

Section 1. Allen County Code Title 12 (Financial) - Article 43 (Financial Charges for Access to Recorder's Records) shall be amended as follows:

In 12-43-1:

b. For Tapestry users:

- 1. Index/image search - ~~\$5.95~~ \$6.95 per search
- 2. Print copies - ~~\$0.75~~ \$1.00 per page printed

In 12-43-2:

~~12-43-2 Chapter 2: Compact Discs Fees~~

~~12-43-2-1~~

~~The Allen County Recorder shall begin offering CDs of the images of the official Allen County records maintained by the Allen County Recorder. The following charges will be associated with this service:~~

- ~~a. \$ 3.00 cost of CD;~~
- ~~b. \$ 0.07 per image.~~

12-43-2 Chapter 2: Compact Discs Fees

12-43-2-1

Pursuant to Indiana Code section 36-2-7-10.1, the Allen County Recorder will provide bulk form copies to a bulk user through a third party vendor by electronically transmitting the copies using an electronic transfer process.

Pursuant to Indiana Code 36-2-7-10.1(e), if the county executive makes a finding and determination that the costs incurred by the county recorder of producing bulk form copies, including applying a watermark or other protective feature, exceed the amount of the fee under

subsection (d), the county executive may adopt an ordinance that establishes a greater fee in an amount not to exceed the following:

(1) Twenty cents (\$0.20) per page for a copy of a recorded document, including the instrument's book and page, if applicable.

(2) Twenty cents (\$0.20) per recorded document for a copy of the indices used by the county recorder for finding, retrieving, and viewing a recorded document.

The Board of Commissioners for the County of Allen finds and determines that the costs incurred by the Allen County Recorder of producing bulk form copies, including applying a watermark or other protective feature, exceed the amount of the fee under subsection 36-2-7-10.1(d). The Allen County Recorder shall charge fees as follows:

(1) Thirteen cents (\$0.13) per page for a copy of a recorded document, including the instrument's book and page, if applicable.

(2) Thirteen cents (\$0.13) per recorded document for a copy of the indices used by the county recorder for finding, retrieving, and viewing a recorded document.

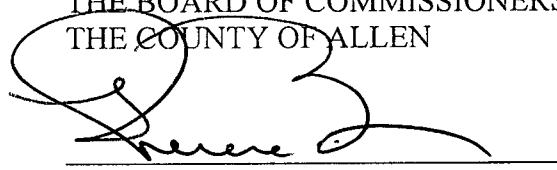
(\$0.13 per page includes \$0.10 of cost incurred by the Allen County Recorder and an additional \$0.03 charged by the third party vendor that provides the pages to the customer.)

This section 12-43-2-1 shall be in effect from and after its passage by the Commissioners and compliance with Indiana Code § 36-3-4-14, but if this is prior to July 1, 2017, this section 12-43-2-1 shall not be in effect until July 1, 2017

Section 2. This Ordinance shall become effective July 1, 2017.

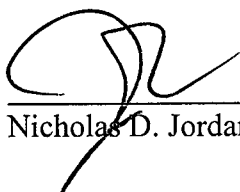
Passed this 16 day of June, 2017

THE BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN

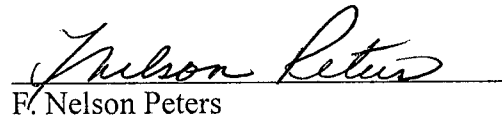


Therese M. Brown

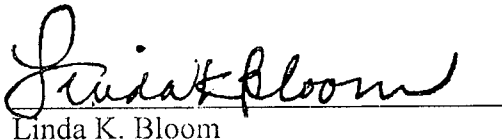
ATTEST:



Nicholas D. Jordan, Auditor



F. Nelson Peters



Linda K. Bloom

SUPPLIER NAME Harvey Auctions		The Board of Commissioners of the County of Allen, Indiana (County of Allen, Indiana)	
STREET ADDRESS 9109 Stellhorn Crossing Parkway		STREET ADDRESS 200 E. Berry St., Suite 410	
CITY, STATE, ZIP CODE Fort Wayne, IN 46815		CITY, STATE, ZIP CODE Fort Wayne, IN 46802	
ATTENTION Randy Harvey		INVOICE ADDRESS	
TELEPHONE 260-413-2854	EMAIL or FAX randyharvey@msn.com	CITY, STATE, ZIP CODE	
REMIT-TO ADDRESS		ATTENTION	
CITY, STATE, ZIP CODE		TELEPHONE	EMAIL OR FAX

Service Description

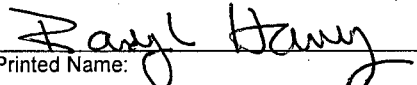
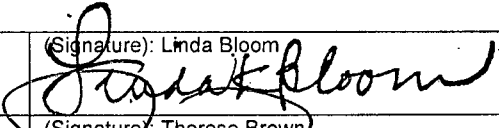
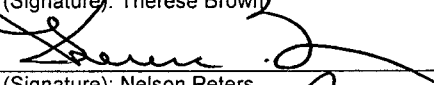
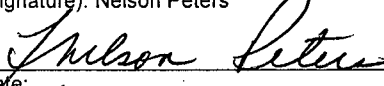

SEE ATTACHED QUOTE	
	Aggregate Price

The following attachments are part of this agreement:
Iran Certification

SERVICE ADDRESS 200 East Berry Street
CITY, STATE, ZIP CODE Fort Wayne, IN 46802
AGREEMENT START DATE October 4, 2017
AGREEMENT END DATE October 4, 2017

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

SUPPLIER:

By (Signature): 	(Signature): Linda Bloom 
Printed Name: Randy L. Harvey	(Signature): Therese Brown 
Title: Owner	(Signature): Nelson Peters 
Date: 6/27/17	Date: 6-16-17
FEDERAL TAX ID NUMBER: 304 66 0156	(Signature): Attest: Auditor 

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this agreement, the term "Services" shall include any goods furnished in connection with the Services.

2. **INVOICES.** Supplier shall invoice the Allen County department requesting the Services and according to the Rates, Billing Interval, and Invoice Address. Invoices shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within forty five (45) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later. The County of Allen, Indiana, shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the County of Allen, Indiana, of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the County of Allen, Indiana, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this agreement. The County of Allen, Indiana, may at any time set off any amount owed by the County of Allen, Indiana, to supplier against any amount owed by Supplier or any of its affiliated companies to the County of Allen, Indiana.

3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** County of Allen, Indiana, and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the County of Allen, Indiana, for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the County of Allen, Indiana, from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.

4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the County of Allen, Indiana, (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorneys' fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the County of Allen, Indiana. Supplier shall have no duty to hold harmless the County of Allen, Indiana, for such portion of the foregoing proximately caused by negligence or misconduct of the County of Allen, Indiana, and if any suit, claim, or demand was defended by Supplier, then the County of Allen, Indiana, will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorneys' fees), and damages. The County of Allen, Indiana, may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the County of Allen, Indiana, and without an unconditional release of all liability by each claimant or plaintiff to the County of Allen, Indiana.

5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(a) Worker's Compensation	per statutory requirements.
(b) General Liability	\$250,000 minimum per occurrence/ \$500,000 aggregate
(c) Automobile Liability	\$250,000 minimum per occurrence
(d) Products Liability	\$250,000 minimum per occurrence
(e) Completed Operations Liability	\$250,000 minimum per occurrence

The Certificate of Insurance must show The Board of Commissioners of the County of Allen and their officers and agents as Additional Insureds and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:

Allen County Department of Public Purchase
200 E. Berry Street, Suite 495
Fort Wayne, IN 46802

7. **HAZARDOUS MATERIALS.** Supplier will provide to the County of Allen, Indiana, before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.

8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the County of Allen, Indiana, upon request. The report shall serve the purpose of assuring the County of Allen, Indiana, that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the County of Allen, Indiana, or any of its departments, divisions, agencies, officers, directors or agents.

10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the County of Allen, Indiana. The Supplier shall take action as is necessary under law to preserve such property rights in and of the County of Allen, Indiana, while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the County of Allen, Indiana, any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.

11. **CONFIDENTIALITY OF COUNTY OF ALLEN, INDIANA, INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the County of Allen, Indiana.

12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of Homeland Security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.

13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the County of Allen, Indiana, from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.

14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the County of Allen, Indiana, as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this agreement, such failure, breach, or violation shall constitute a default under this agreement.

15. **TERMINATION.** In the event of default by Supplier under this agreement, the County of Allen, Indiana, reserves the right without liability, in addition to its other rights and remedies, to terminate this agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the County of Allen, Indiana, for the cost of such substitute services upon Supplier's receipt of an invoice therefor.

16. **WAIVER.** No action or inaction by the County of Allen, Indiana, shall constitute a waiver of any right or remedy.

17. **CANCELLATION.** The County of Allen, Indiana, may at any time cancel this agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The County of Allen, Indiana, shall have no liability as a result of such cancellation, except that the County of Allen, Indiana, will pay Supplier the Rates for completed Services accepted by the County of Allen, Indiana, and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.

18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.

20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this agreement without the prior written consent of the County of Allen, Indiana, shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the County of Allen, Indiana.

21. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the County of Allen, Indiana, or by any other authorized representative of the County of Allen, Indiana. Copies thereof shall be furnished at no cost to the County of Allen, Indiana, if requested.

22. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

23. **MISCELLANEOUS.** If any provision of this agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. Should any litigation arise out of any matter covered by this agreement, said litigation shall be brought in either the State or Federal courts located in Allen County, Indiana. This agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns. If a conflict exists between this form and any other document within this agreement, this form controls.

June 9, 2017

AUCTION PROPOSAL/AGREEMENT

FOR:

TREASURER ALLEN COUNTY INDIANA

CITIZEN'S SQUARE

200 E BERRY STREET

FORT WAYNE INDIANA 46802

PRESENTED TO:

WILLIAM ROYCE

TREASURER ALLEN COUNTY INDIANA

SUBMITTED BY:

HARVEY AUCTIONS

9109 STELLHORN CROSSING PARKWAY

FORT WAYNE INDIANA 46815

randyharvey@msn.com

260-413-2854, FAX: 260-492-6920

AUCTION PROPOSAL/AGREEMENT

Sale Location: Citizens Square, 200 E Berry Street, Fort Wayne Indiana 46802

Sale Date: Wednesday, October 4, 2017 9 AM

Preview And Bidder Registration: Wednesday, October 4, 2017, 8 AM.

We will provide 1 auctioneer and 2 assistance. The proposed amount charged will be \$53.50 per hour.

Changes: _____

PERSONS BOUND:

This agreement shall be binding upon the parties that sign this agreement and to their successors.

Authorized Signature(s) For Client:

_____ Date: _____

Printed Name: _____

_____ Date: _____

Printed Name: _____

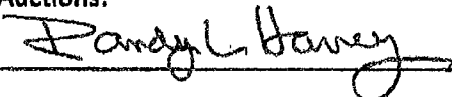
Address: _____

Phone: _____

Fax: _____

Email: _____

Harvey Auctions:

 _____ Date: 6/9/17

Printed Name: Randy L Harvey

PH: 260-413-2854 Fax: 260-492-6920 Email: randyharvey@msn.com

License #AU01044489

ALLEN COUNTY HIGHWAY DEPARTMENT
OFFICE OF TRAFFIC ENGINEER

TRAFFIC CONTROL AUTHORIZATION FORM CTE-13

#5

NAME OF ROAD: DUNTON ROAD

TOWNSHIP: PERRY

LOCATION:

FROM WHERE: GUMP ROAD

TO WHERE: HATHAWAY ROAD

NAME OF SUBDIVISION:

REQUESTED BY: BRIAN SECHLER

NATURE OF SIGNAGE: POST 30 MPH SPEED LIMIT SIGN

REMARKS OF TRAFFIC ENGINEER:

TEMPORARY SPEED LIMIT SIGN FOR THE DURATION OF THE
GUMP ROAD PROJECT.

APPROVED BY: *Brian Sechler*
TRAFFIC ENGINEER

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

APPROVED BY: *Wm. F. Hartman*
EXECUTIVE DIRECTOR

[Signature]
Nelson Peters

ORIGINAL TO COMMISSIONERS RECORD

DATE OF APPROVAL: _____

CC: ALLEN COUNTY SHERIFF
ALLEN COUNTY TRAFFIC DEPARTMENT

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

#10

NAME OF ROAD: LURREY PASS

TOWNSHIP: PERRY

LOCATION:

FROM WHERE: CRAWFORD ROAD TO WHERE: CORDELL COVE

NAME OF SUBDIVISION: HAWTHORNE PARK ESTATES

REQUESTED BY: BRIAN SECHLER

NATURE OF SIGNAGE: POST 30 MPH SPEED LIMIT SIGN

REMARKS OF TRAFFIC ENGINEER: PER THE REQUEST OF SUBDIVISION MANAGEMENT

APPROVED BY:

Brian Sechler
TRAFFIC ENGINEER

APPROVED BY:

BOARD OF COMMISSIONERS,
COUNTY OF ALLEN, INDIANA

APPROVED BY:

Michael J. Thom
EXECUTIVE DIRECTOR

For Wm F. Hartman
[Signature]
Nelson Petrus

ORIGINAL TO COMMISSIONERS RECORD

DATE OF APPROVAL: _____

CC: ALLEN COUNTY SHERIFF
ALLEN COUNTY TRAFFIC DEPARTMENT

HWY006, 05/00

Brian Sechler

From: Lisa Downey <Lisadowney@northeasterngroup.com>
Sent: Thursday, June 01, 2017 4:43 PM
To: Brian Sechler
Cc: dan_farrimond@yahoo.com
Subject: Stop signs

Brain,

I would like to request speed limits signs off Lurrey Pass in Hawthorne Park Estates.

Thank you,
Lisa Downey
North Eastern Group
10808 La Cabreah Lane
Fort Wayne IN 46845
260-489-7095 X 330

ACCOUNTS PAYABLE VOUCHER REGISTER

County

County of Allen, Indiana

Governmental Unit

Agency

For Period _____, _____ to _____, _____

Page _____ of _____ Pages

DATE FILED	VOUCHER NUMBER	NAME OF CLAIMANT	OFFICE, DEPARTMENT OR FUND	AMOUNT OF VOUCHER	AMOUNT ALLOWED	WARRANT NUMBER	MEMORANDUM
5/15/2017	2017-007320	S&B Leasing LLC	Surplus - Auditor's	\$653.73	\$653.73	683802	
5/15/2017	2017-007335	Stacy Lorraine	Surplus - Auditor's	\$340.00	\$340.00	683803	
5/15/2017	2017-007337	Brown Galen D Jr & Jamie W	Surplus - Auditor's	\$268.98	\$268.98	683804	
5/15/2017	2017-007339	Stuller Billy J & Kristina A	Surplus - Auditor's	\$128.20	\$128.20	683805	
5/16/2017	2017-007441	Zaharako Patrick W & Denise L	Surplus - Auditor's	\$1,117.56	\$1,117.56	683806	
5/17/2017	2017-007465	Bennett Steven W & Tina K	Surplus - Auditor's	\$554.68	\$554.68	683807	
5/18/2017	2017-007499	Arter Carolyn S & Hall Melody R	Surplus - Auditor's	\$100.00	\$100.00	683808	
5/22/2017	2017-007617	Wagler Anthony & April	Surplus - Auditor's	\$344.56	\$344.56	683811	
5/22/2017	2017-007650	Wagner Gregory & Shauna	Surplus - Auditor's	\$502.00	\$502.00	683812	
5/22/2017	2017-007652	Brososky Sharon	Surplus - Auditor's	\$113.00	\$113.00	683813	
5/22/2017	2017-007693	WIELAND & ASSOCIATES, INC (EFT)	Superior Court	\$650.00	\$650.00	65198	
5/23/2017	2017-007710	Varvares Nicholas J & Aguilar Sharon	Surplus - Auditor's	\$25.00	\$25.00	683814	
5/23/2017	2017-007711	Happygirl Homes LLC	Surplus - Auditor's	\$127.50	\$127.50	683815	
5/23/2017	2017-007721	OFFICE DEPOT INC *	Clerk's Office	\$103.39	\$103.39	683834	
5/23/2017	2017-007723	OFFICE DEPOT INC *	Clerk's Office	\$413.30	\$413.30	683834	
5/23/2017	2017-007756	TREASURER OF ALLEN COUNTY	Surplus - Auditor's	\$148.00	\$148.00	683763	
5/18/2017	2017-007757	TREASURER OF ALLEN COUNTY	Surplus - Auditor's	\$86.08	\$86.08	683756	
5/18/2017	2017-007758	TREASURER OF ALLEN COUNTY	Surplus - Auditor's	\$301.16	\$301.16	683757	
5/18/2017	2017-007759	TREASURER OF ALLEN COUNTY	Surplus - Auditor's	\$1,778.79	\$1,778.79	683758	
5/18/2017	2017-007760	TREASURER OF ALLEN COUNTY	Surplus - Auditor's	\$112.20	\$112.20	683759	
5/18/2017	2017-007761	TREASURER OF ALLEN COUNTY	Surplus - Auditor's	\$154.97	\$154.97	683760	
5/18/2017	2017-007762	TREASURER OF ALLEN COUNTY	Surplus - Auditor's	\$155.67	\$155.67	683761	
5/23/2017	2017-007763	TREASURER OF ALLEN COUNTY	Surplus - Auditor's	\$304.28	\$304.28	683762	
5/25/2017	2017-007803	ADAMS, NICHOLAS A. (EFT)	Public Defender	\$472.50	\$472.50	65187	
5/18/2017	2017-007806	Hollingshead Linsey	Surplus - Auditor's	\$303.98	\$303.98	683809	
5/18/2017	2017-007807	Wehrle Hope E	Surplus - Auditor's	\$552.77	\$552.77	683810	
5/30/2017	2017-007912	OFFICE DEPOT INC *	Election Board	\$4.29	\$4.29	683834	
5/30/2017	2017-007944	ASSOCIATION OF INDIANA CO (EFT)	Auditor's Office	\$35.00	\$35.00	65214	
5/31/2017	2017-007967	LOWES * (EFT)	Youth Services Center	\$68.31	\$68.31	65167	

5/31/2017	2017-007968	PERFECTION BAKERIES (EFT)	Youth Services Center	\$44.76	\$44.76	65169
5/31/2017	2017-007969	SCHENKELS DAIRY (EFT)	Youth Services Center	\$143.45	\$143.45	65192
5/31/2017	2017-007970	STANZ FOODSERVICE INC (EFT)	Youth Services Center	\$1,431.06	\$1,431.06	65222
5/31/2017	2017-007971	LOWES * (EFT)	Youth Services Center	\$50.98	\$50.98	65167
5/31/2017	2017-007976	L & L'S HARNESS SHOP (EFT)	Sheriff's Office	\$370.00	\$370.00	65104
5/31/2017	2017-007977	BRATEMANS INC (EFT)	Sheriff's Office	\$2,100.00	\$2,100.00	65122
5/31/2017	2017-007981	THE OTIS R. BOWEN CENTER (EFT)	Sheriff's Office	\$1,260.00	\$1,260.00	65270
5/31/2017	2017-007982	ALLEN COUNTY BUILDING MANAGER	County Assessor's Office	\$525.00	\$525.00	683821
5/31/2017	2017-007984	Centurion Land Title	Auditor's Office	\$10.00	\$10.00	683801
5/31/2017	2017-007989	DIAMOND DRUGS, INC (EFT)	Sheriff's Office	\$77.70	\$77.70	65246
5/31/2017	2017-007990	NOWAK SUPPLY CO INC, T J (EFT)	Sheriff's Office	\$110.00	\$110.00	65132
5/31/2017	2017-007991	BRATEMANS INC (EFT)	Sheriff's Office	\$169.00	\$169.00	65122
5/31/2017	2017-007992	AQUA SYSTEMS	Sheriff's Office	\$25.25	\$25.25	683843
5/31/2017	2017-007996	PRAXAIR DISTRIBUTION INC (EFT)	Maintenance	\$106.84	\$106.84	65233
5/31/2017	2017-007997	MENARDS - ILLINOIS RD (EFT)	Maintenance	\$174.18	\$174.18	65210
5/31/2017	2017-007998	OFFICE DEPOT INC *	Sheriff's Office	\$311.80	\$311.80	683834
5/31/2017	2017-007999	CENTRAL SUPPLY CO INC (EFT)	Maintenance	\$200.87	\$200.87	65118
5/31/2017	2017-008001	BARKER COMPANY INC, BOB (EFT)	Sheriff's Office	\$353.40	\$353.40	65121
5/31/2017	2017-008002	OFFICE DEPOT INC *	Sheriff's Office	\$362.23	\$362.23	683834
5/31/2017	2017-008009	ALLEN COUNTY COMMUNITY CORRECTI	Circuit Court	\$400.00	\$400.00	683852
5/31/2017	2017-008010	SPANICUS, LLC (EFT)	Circuit Court	\$92.13	\$92.13	65156
5/31/2017	2017-008011	ROSSWURM, TRACEY L. (EFT)	Circuit Court	\$450.00	\$450.00	65177
5/31/2017	2017-008013	RICOH USA, INC. (EFT)	Planning Services	\$230.23	\$230.23	65265
6/1/2017	2017-008014	FASTENAL COMPANY (EFT)	Maintenance	\$42.35	\$42.35	65231
6/1/2017	2017-008015	BURNS CABINETS & DISPLAYS (EFT)	Maintenance	\$177.00	\$177.00	65188
6/1/2017	2017-008016	SCHENKEL CONSTRUCTION (EFT)	Building	\$249.73	\$249.73	65186
6/1/2017	2017-008017	LUNZ EXCAVATING INC (EFT)	Building	\$20,000.00	\$20,000.00	65189
6/1/2017	2017-008018	REAL CLEAN (EFT)	Maintenance	\$195.00	\$195.00	65245
6/1/2017	2017-008019	REAL CLEAN (EFT)	Maintenance	\$25.00	\$25.00	65245
6/1/2017	2017-008020	REAL CLEAN (EFT)	Maintenance	\$25.00	\$25.00	65245
6/1/2017	2017-008021	REAL CLEAN (EFT)	Maintenance	\$50.00	\$50.00	65245
6/1/2017	2017-008022	REAL CLEAN (EFT)	Maintenance	\$160.00	\$160.00	65245
6/1/2017	2017-008023	REAL CLEAN (EFT)	Maintenance	\$25.00	\$25.00	65245
6/1/2017	2017-008024	HALLER & COLVIN (EFT)	Planning Services	\$393.50	\$393.50	65097
6/1/2017	2017-008025	FORT WAYNE NEWSPAPERS-PBM SINGL	Planning Services	\$145.60	\$145.60	683847
6/1/2017	2017-008026	BJORGE ANGIE (EFT)	Building	\$847.00	\$847.00	65254
6/1/2017	2017-008027	MARIELA IRLAS GUTIERREZ (EFT)	Building	\$384.00	\$384.00	65257
6/1/2017	2017-008028	MCGUIRE, ERIN (EFT)	Building	\$1,000.00	\$1,000.00	65258
6/1/2017	2017-008029	Wrightsman Colette F	Auditor's Office	\$13.32	\$13.32	683816

6/1/2017	2017-008030	Ryan Lara	Surplus - Auditor's	\$1,669.95	\$1,669.95	683817
6/1/2017	2017-008032	WICKS AIR FILTER SERVICE INC (EFT)	Maintenance	\$17.10	\$17.10	65145
6/1/2017	2017-008033	JANITORS SUPPLY CO., INC (EFT)	Maintenance	\$149.80	\$149.80	65170
6/1/2017	2017-008034	MCGUIRE, ERIN (EFT)	Building	\$100.00	\$100.00	65258
6/2/2017	2017-008036	HOMETOWN PEST CONTROL (EFT)	Superior Court	\$15.00	\$15.00	65095
6/2/2017	2017-008037	OFFICE DEPOT INC *	Memorial Coliseum	\$21.89	\$21.89	683834
6/2/2017	2017-008039	LEADERS STAFFING, LLC (EFT)	Memorial Coliseum	\$4,386.58	\$4,386.58	65152
6/2/2017	2017-008040	FEDERAL RECORDS MGMT&SHREDDING	Superior Court	\$210.00	\$210.00	65203
6/2/2017	2017-008042	LEADERS STAFFING, LLC (EFT)	Memorial Coliseum	\$2,005.60	\$2,005.60	65086
6/2/2017	2017-008043	UNITED PARCEL SERVICE	Memorial Coliseum	\$30.78	\$30.78	683835
6/2/2017	2017-008044	FASTSIGNS (EFT)	Memorial Coliseum	\$196.00	\$196.00	65114
6/2/2017	2017-008045	POLLSTAR	Memorial Coliseum	\$1,999.00	\$1,999.00	683833
6/2/2017	2017-008048	LOWES * (EFT)	NIRCC	\$3.78	\$3.78	65167
6/2/2017	2017-008049	FORT WAYNE DOOR (EFT)	Memorial Coliseum	\$660.00	\$660.00	65266
6/2/2017	2017-008051	ENHANCED NETWORK SOLUTIONS INC(Memorial Coliseum	\$1,058.00	\$1,058.00	65112
6/2/2017	2017-008053	SHIVELY, LINDSAY (EFT)	Superior Court	\$4,675.00	\$4,675.00	65255
6/2/2017	2017-008054	TAPE PRODUCTS COMPANY (EFT)	Memorial Coliseum	\$856.80	\$856.80	65212
6/2/2017	2017-008055	CINTAS CORPORATION (EFT)	Memorial Coliseum	\$98.44	\$98.44	65129
6/2/2017	2017-008056	FELTS, THOMAS J (EFT)	Circuit Court	\$530.27	\$530.27	65271
6/2/2017	2017-008057	JUDICIAL SYSTEMS INC (EFT)	Superior Court	\$348.00	\$348.00	65201
6/2/2017	2017-008058	RICOH USA, INC. (EFT)	Superior Court	\$62.98	\$62.98	65265
6/2/2017	2017-008059	E S G SECURITY INC (EFT)	Memorial Coliseum	\$2,621.57	\$2,621.57	65163
6/2/2017	2017-008060	ESCO COMMUNICATIONS INC (EFT)	Superior Court	\$343.00	\$343.00	65207
6/2/2017	2017-008061	BARKER COMPANY INC, BOB (EFT)	Sheriff's Office	\$1,736.14	\$1,736.14	65121
6/2/2017	2017-008062	E S G SECURITY INC (EFT)	Memorial Coliseum	\$424.00	\$424.00	65088
6/2/2017	2017-008063	OFFICE DEPOT INC *	Superior Court	\$212.56	\$212.56	683834
6/2/2017	2017-008064	BARRETT SUPPLIES & EQUIP (EFT)	Superior Court	\$47.84	\$47.84	65178
6/2/2017	2017-008065	ENHANCED NETWORK SOLUTIONS INC(Memorial Coliseum	\$3,832.25	\$3,832.25	65112
6/2/2017	2017-008067	OFFICE DEPOT INC *	Superior Court	\$122.39	\$122.39	683834
6/2/2017	2017-008068	POSTMASTERS (EFT)	Superior Court	\$140.70	\$140.70	65220
6/2/2017	2017-008069	CONFIDENTIAL SHREDDING SERVICES EI	Superior Court	\$45.00	\$45.00	65249
6/2/2017	2017-008070	CANNON IV OFFICE PRODUCTS(EFT)	Superior Court	\$90.00	\$90.00	65113
6/2/2017	2017-008071	LEAGUE FOR THE BLIND AND DISABLED	Superior Court	\$608.10	\$608.10	683851
6/2/2017	2017-008072	WOODBERRY, ALBERT (EFT)	Superior Court	\$132.00	\$132.00	65219
6/2/2017	2017-008073	BARKER COMPANY INC, BOB (EFT)	Sheriff's Office	\$3,435.54	\$3,435.54	65121
6/2/2017	2017-008074	KARCHER LAW OFFICE (EFT)	Superior Court	\$240.00	\$240.00	65248
6/2/2017	2017-008075	PIZZA HUT OF FORT WAYNE, INC (EFT)	Superior Court	\$187.11	\$187.11	65226
6/2/2017	2017-008076	WAITER ON THE WAY (EFT)	Superior Court	\$274.16	\$274.16	65151
6/2/2017	2017-008077	FLETCHER CHRYSLER PRODUCTS	Sheriff's Office	\$119,620.00	\$119,620.00	683837

