



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, August 4, 2017
Council Chambers Courtroom – Citizens Square

1. Consider approval of the minutes of July 28, 2017.
2. Consider approval of agreement between the Board of Commissioners and Hayburners LLC for engineering services on behalf of the Allen County Surveyor.
3. Consider approval of Vacation Petition – VALY-2017-0006 to vacate alley right-of-way in Glock & Rummel's Addition to Arcola, Indiana.
4. Consider approval of License for Encroachment for blind ditch on Schwartz Rd.
5. Consider approval of Warranty Deeds and Quit Claim Deed for Ryan/Bruick from Dawkins Rd to US 24, Project # 1300313.
 - a. Parcel 1 – Buchan
 - b. Parcel 12 – Norfolk Southern Railway Company
 - c. Parcel 25 – OmniSource Corporation
6. Consider approval of Supplemental Agreement # 8 between the Board of Commissioners and Beam, Longest & Neff, LLC., for additional Preliminary Engineering for Gump Rd, SR 3 to Coldwater Rd, Project # 03-296. In the amount of \$6,700.00.
7. Consider approval of amendment to Allen County Code Title 6 (Building Department) – Article 7 (Temporary Certificate of Occupancy for Sale of Fireworks).
8. Consider approval of addition to the Allen County Code Title 1 (General Provisions) – Article 29 (Promotional Expenses).
9. Consider approval of claims submitted for payment.
10. Other Business:

Temporary Right of Entry for I & M.
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 August 4, 2017.
12. Comments from the Public
13. 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



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

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NELSON PETERS LINDA K. BLOOM THERESE BROWN

MINUTES

Commissioners' Legislative Session
10:00 a.m., Friday, July 28, 2017
Council Chambers Courtroom – Citizens Square

Commissioners Present: Therese Brown, Linda Bloom and Nelson Peters

Others Present:	Chris Cloud	Commissioners Office
	Mike Green	Commissioners Office
	Jenni Overman	Commissioners Office
	Andrew Applegate	Commissioners Office
	Bill Hartman	Highway Director
	Karl LaPan	NE Indiana Innovation Center

Commissioner Brown called the meeting to order at 10:02 AM. Commissioner Brown led the meeting with the Pledge of Allegiance and a moment of silence.

1. **Consider approval of the minutes of July 21, 2017.** Commissioner Peters made a motion to approve the minutes of July 21, 2017. Commissioner Bloom seconded the motion. Motion carried 3-0.
2. **Sign Requests – Stop signs**
 - a. **Fogwell Parkway at Stonebridge Rd**
 - b. **Azbury Park Subdivision**
 - i. **Fenton Cove at Barrymore Run**
 - ii. **Chandon Cove at Barrymore Run**
 - iii. **Rothvale Lane at Azbury Blvd**
 - iv. **Wingara Way at Yalumba Pass in Calera Coves Subdivision**
 - c. **Grey Oaks Subdivision**
 - i. **Narrows Cove at Black Goose Blvd**
 - ii. **Riders Trail at Black Goose Blvd**
 - iii. **Laurel Springs at Breyton Cove**
 - iv. **Bonfire Place at Crimson Leaf Drive at Villas of Grey Oaks**
 - d. **Sienna Reserve Subdivision**
 - i. **Galena Creek Trail at West Hamilton Rd**
 - ii. **Begonia Court at Galena Creek Trail**
 - iii. **Crape Myrtle Cove at Galena Creek Trail**
 - iv. **Magnolia Creek Trail at West Hamilton Rd in Magnolia Meadows Subdivision**
 - e. **Sycamore Lakes Subdivision**
 - i. **Carrara Court at Banbury Trail**
 - ii. **Andalusian Court at Banbury Trail**
 - iii. **Terrazzo Canton Pass at Banbury Trail**
 - f. **Grey Hawk Subdivision**
 - i. **Hendrix Run at Bass Rd**
 - ii. **Page Hill Court at Hendrix Run**

Bill Hartman, Highway Director, stated the first one of these is actually the removal of a stop sign and the rest are to place new stop signs. In order to facilitate traffic in Fogwell Parkway and on Stonebridge there is a 3 way stop at that intersection currently and we are going to convert it to a 2 way stop because we have a considerable amount of through traffic there. Commissioner Bloom made a motion to approve the stop sign requests. Commissioner Peters seconded the motion. Motion carried 3-0.

3. **Update from the Northeast Indiana Innovation Center.** Karl LaPan from the NIIC gave this update.
4. **Consider approval of agreement for entrepreneurial support services between the Board of Commissioners and the Northeast Indiana Innovation Center.** Commissioner Peters made a motion to approve the agreement for entrepreneurial support services between the Board of Commissioners and the Northeast Indiana Innovation Center. Commissioner Bloom seconded the motion. Motion carried 3-0.
5. **Consider approval of claims submitted for payment.** Commissioner Peters made a motion to approve the claims as submitted in the amount of \$3,047,450.46. Commissioner Bloom seconded the motion. Motion carried 3-0.
6. **Other Business:**

Plats for Approval – Edenbridge, Section 1 and Aslan Passage, Section 1. Commissioner Peters made a motion to approve both plats. Commissioner Bloom seconded the motion. Motion carried 3-0.

Amendment to extend date of Intergovernmental Access and Indemnity Agreement to August 21, 2017 for exploratory drilling on county owned property site. Chris Cloud, Executive Assistant, stated this is an amendment to already existing agreement. Commissioner Peters made a motion to approve. Commissioner Bloom seconded the motion. Motion carried 3-0.

7. **Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of July 28, 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 July 28, 2017. Commissioner Bloom seconded the motion. Motion carried 3-0.
8. **Comments from the Public.**
9. **Motion to Adjourn.** Meeting adjourned 10:29 a.m.

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#2

INDEPENDENT CONTRACTOR – ENGINEER AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of August, 2017 by and between, the Board of Commissioners of the County of Allen, Indiana hereinafter referred to as "Allen County", and

HAYBURNERS LLC
6331 E. 400 S.
Laotto, IN 46763,

hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, Allen County desires to contract for engineering services for the Allen County Surveyor, hereinafter referred to as "Surveyor" the cost and scope of services performed, hereinafter described and,

WHEREAS, Contractor expressed a willingness to perform engineering services for the Surveyor in a manner prescribed by the Surveyor, the cost and scope of services to be performed hereinafter described;

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

Section I: Engagement and Duties of Contractor

The Surveyor agrees to engage, and does engage, Contractor to perform engineering services for Surveyor, including, but not limited to, the following services:

1. Subdivision platt review for new development in the Allen County area
2. Final inspection of drain installation and other storm water control measures
3. Design review and hydraulic analysis (compensation will be subject to the Allen County Drainage Board when work relates to construction, reconstruction, or maintenance projects on regulated drains)
4. Implement a system to determine drains in need to assessment increases, and assist with inspection and recommendations for assessment increases
5. Assist with surveyor reports for regulated drain construction, reconstruction, maintenance, assessment increases, and obstructions

Section II: Duties of Surveyor

The Surveyor agrees to furnish and will furnish information, tools, services, and supplies necessary for Contractor to accomplish services listed in Section I.

Section III: Term

The term of this agreement shall begin upon execution of this agreement and continue until December 31, 2018.

Section IV: Compensation

The Surveyor shall pay Contractor and Contractor shall accept from Surveyor, Seventy-Five Dollars (\$75.00) per hour for his engineering services. The funding for Contractor's services will be provided through the Surveyor's annual budget when work is performed under the Allen County Stormwater Ordinance, in preparing Surveyor's annual classification and priority list, or other projects not associated with the design or review of regulated drainage construction, reconstruction, or maintenance projects. Payment shall be made from the associated drainage fund when the work is performed in conjunction with construction, reconstruction, or maintenance on a regulated drain. Contractor shall provide Surveyor with an itemized invoice on a monthly basis, of which shall be provided to the Surveyor within ten days of the end of the month. Payment shall be made to Contractor within thirty (30) days of receipt of Contractor's invoice by Surveyor. Surveyor shall address any discrepancy or dispute in Contractor's invoice within five (5) days of receipt of the invoice.

Section V: General Provisions

1. Work Office

The Contractor shall perform the work under this Agreement at the following office:

**6331 E. 400 S
Laotto, IN 46763, or**

**200 E. Berry St., Suite 360
Fort Wayne, IN 46802**

Contractor shall notify the Allen County Surveyor of any change in its mailing address and/or the location(s) where the work will be performed.

2. Employment and Equipment

Contractor will not be considered an employee of Surveyor or Allen County when performing work under this Agreement. Accordingly, Contractor will not be covered under Allen County and Surveyor's worker's compensation insurance coverage, nor will Allen County or Surveyor be responsible for any employment taxes. Instead, Contractor shall be responsible for all worker's

compensation insurance and income taxes of its employees, if any. If Contractor elects to use employees to provide the services required by this Agreement, Contractor shall submit to the County, prior to the use of said employees, a certificate indicating that Contractor holds valid worker's compensation coverage for those employees. Contractor shall be responsible for all employment taxes both for its employees and for Contractor. If requested by Allen County or Surveyor, Contractor will submit proof of said payments or insurance coverage.

During the period of this Agreement, Contractor shall not engage, on a full time, part time, or other basis, any personnel who remain in the employ of the Surveyor or Allen County. Further, Contractor shall not review plans or make recommendations on projects involving any other entity for which Contractor may perform professional services.

The State of Indiana has enacted a law (I.C. 22-5-1.7) that requires an entity entering into a contract with a state agency or political subdivision to verify that their employees are legally eligible to work in the United States. As a term of this agreement, Contractor shall:

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

3. Covenant Against Contingent Fees

The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Surveyor shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

4. Subletting and Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned, or otherwise disposed of, except with the written consent of the Surveyor or Allen County. Consent to sublet, assign, or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the Contractor of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

5. Ownership of Documents

Contractor acknowledges and agrees that all documents, copies of documents, including tracings, drawings, reports, estimates, specifications, field notes, investigation, studies, data

compilations (in whatever form), and other materials that Contractor receives or creates in the course of engagement with the Surveyor are and shall remain the property of the Surveyor and Allen County and Contractor shall return them upon termination of Contractor's engagement with the Surveyor and Allen County. During the performance of the services, Contractor shall be responsible for any loss or damage to the documents, mentioned above while they are in Contractor's possession and any such loss or damage shall be restored at Contractor's expense. Full access to the work being performed by Contractor under this Agreement shall be available to the Surveyor.

6. Access to Records

Contractor and his subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement, for inspection by Surveyor, and copies thereof shall be furnished if requested.

7. Compliance with State and Other Laws

Contractor specifically agrees that in performance of the services herein enumerated in this Agreement, or by a subcontractor or anyone acting on his behalf, that he or they will comply with all State, Federal and local statutes, ordinances, and regulations applicable to the performance of this Agreement.

8. Standard of Performance

Services provided by Contractor under this Agreement shall be performed in accordance with generally accepted engineering practices. All estimates, recommendations, opinions, and decisions shall be based on available information at the time, and the experience, technical qualifications, and professional judgement of Contractor. Contractor shall hold harmless Surveyor and Allen County from all claims, suits, actions, and damages resulting from the negligent acts, errors or omissions of the Contractor under this Agreement.

9. Status of Claim

Contractor shall be responsible for keeping the Surveyor and Allen County currently advised as to the status of any claims made for damages against Contractor resulting from services performed under this Agreement. Contractor shall send notice of claims related to work under this Agreement to the Surveyor and Allen County within ten days of receipt of the same.

10. Responsibility of Contractor

A. Contractor shall at all times while performing work under this Agreement be a registered professional surveyor in the State of Indiana, registered with the State Board of Registration for Professional Engineers.

B. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services, if the errors or deficiencies resulted, independently of all other causes, from negligence of the Contractor. Contractor shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the Contractor) in the designs, drawings, specifications, and other services furnished by the Surveyor, or other consultants retained by the Surveyor.

C. Neither the Surveyor's review, approval or acceptance *of*, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Contractor shall remain liable to the Surveyor and Allen County in accordance with applicable laws for all damages to the Surveyor and Allen County caused by the Contractor's negligent performance of any of the services furnished under this Agreement.

D. Contractor shall be responsible for all damage to life and property caused by errors or omissions of the Contractor, its subcontractors, agents, or employees in connection with the services rendered by Contractor pursuant to this Agreement. Contractor shall indemnify, defend, and hold harmless the Surveyor, Allen County, and their officials and employees, from any liability, including all claims, suits, damages, penalties, fines (including fines given to the Surveyor by any State or Federal administrative or regulatory agency), judgements, costs, expenses (including attorney fees and legal expenses), due to loss, damage, injury, or other casualty of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the Contractor, its agents, or employees in performing the services that are required of the Contractor by this Agreement.

E. Contractor shall have no responsibility for, and shall not be permitted to, supervise, direct, or control the work of employees, contractors, or other consultants retained by the Surveyor, nor shall the Contractor have authority over, or responsibility for, the means, methods, techniques, sequences, or procedures of construction (except those required by the contract plans, specifications, special provisions, etc. prepared by the Contractor) selected by the Surveyor. Contractor shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of the Surveyor or other contractors, or for any failure of the Surveyor or other contractors or others to exercise care for the safety of any person, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to Surveyor or other contractors' performance of work. Contractor shall be responsible for the safety, including all required

training and use of safety equipment, of its own employees or subcontractors.

F. Contractor shall not review or make professional recommendations relative to plans submitted by any other person, entity, engineer, or engineering firm with whom Contractor is employed, contracted, or otherwise performs professional services, without first obtaining written consent from Allen County.

E. The rights and remedies of the Surveyor or Allen County provided for under this contract are in addition to any other rights and remedies provided by law.

F. Contractor shall have an affirmative duty to advise the Surveyor of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the Surveyor or consultants retained by the Surveyor.

11. Insurance

Contractor shall procure and maintain, until final payment by the Surveyor for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by Contractor or by his employers or subcontractors. During the life of this Agreement, the Contractor shall furnish the Surveyor and Allen County with annual certificates showing that the required insurance coverage is maintained.

Contractor shall provide the following minimum insurance requirements:

- | | |
|-------------------------------------|--|
| A. Workers' Compensation Insurance: | \$500,000 E.L. each accident,
\$500,000 Disease-Each employee
\$500,000 Disease-Policy limit |
| B. General liability Insurance: | \$1,000,000 per occurrence bodily
injury or property damage
\$300,000 Damage to Rented Property
\$5,000 Medical Expense per person
\$2,000,000 Annual aggregate.
\$1,000,000 Personal & Adv. Injury
\$1,000,000 Prod/Comp OP |
| C. Automobile | \$1,000,000 Hired/Non-Owned |

Contractor shall also produce a valid certificate of insurance, which must show the Allen County Surveyor, The Board of Commissioners of the County of Allen, and their officers and agents as Additional Insureds and a Certificate Holder.

12. Progress Reports

Contractor shall submit a monthly progress report to the Surveyor by the tenth of each month, showing progress to the first of the month, or may otherwise communicate project status in the form of meetings, phone calls, faxes, or emails.

13. Abandonment and Termination

The Surveyor reserves the right to terminate or suspend this Agreement upon written notice.

- A. If the Surveyor terminates this Agreement or abandons services herein mentioned, the Contractor shall deliver to the Surveyor all data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the Surveyor. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by Contractor to the date of the abandonment.
- B. If Contractor abandons or fails to timely perform its duties under this Agreement, including the preparation and completion of plans and specifications within the timeframe specified, the Surveyor may give written notice that Contractor shall have twenty (20) calendar days from the date of such notice to comply with the terms of the Agreement or the Agreement may be terminated at the discretion of Surveyor or Allen County. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the Contractor at its last known address.
- D. In case the Surveyor shall act under the preceding paragraph, all data, reports, drawings, plans, sketches, sections, models, specifications, estimates, measurements, and data pertaining to the services rendered by Contractor, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to the Contractor.

14. Severability or Modification

Should any clause, portion, or section of this Agreement be unenforceable or invalid for any reason, the Surveyor and Contractor acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Agreement. Should any covenant, provision, or clause of this Agreement be held unreasonable or contrary to public policy for any reason, including, without limitation, the time period, geographical area, and/or scope of activity covered by such covenant, provision, or clause, the Surveyor and Contractor acknowledge and agree that such covenant, provision, or clause shall be given effect and enforced to whatever extent would be reasonable and enforceable under applicable law. If the Court having jurisdiction does not, or will not construe such covenant, provision, or clause to comply with the applicable law, the parties agree that this Agreement shall automatically be deemed modified such that the contested covenant, provision, or clause will have the closest effect permitted by applicable law to the original form.

15. Successors and Assignees

This Agreement shall not be amended, transferred, assigned, sublet, or sold without the prior written consent of the Surveyor or Allen County. However, if written consent is obtained, Contractor binds his successors, executors, administrators and assignees insofar as authorized by law, in respect to all covenants contained in this Agreement.

16. Non-Discrimination

Pursuant to I.C. 22-9-1-10 and I.C. 5-16-6-1, Contractor and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, national origin, age, religion, sex, sexual orientation, or status as a person with a disability or protected veteran. Likewise, Contractor shall not retaliate against any employee or applicant for employment, who has reported or objected to such discriminatory acts by Contractor. Breach of this covenant may be regarded as a material breach of the Agreement.

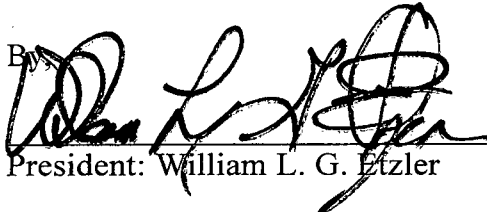
17. Supplements

This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

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

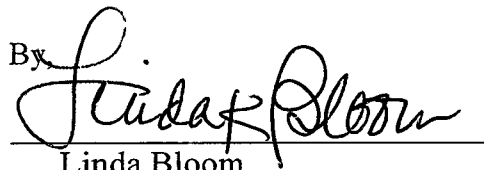
Contractor, HAYBRUNERS, LLC

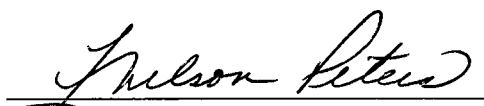
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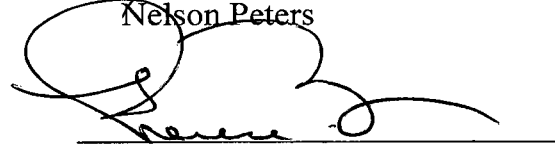

President: William L. G. Etzler

**The Board of Commissioners of the
County of Allen**

By


Linda Bloom


Nelson Peters


Therese Brown

Attested by


Auditor, Allen County, Indiana

#3

VACATION ORDINANCE NO. VALY-2017-0006

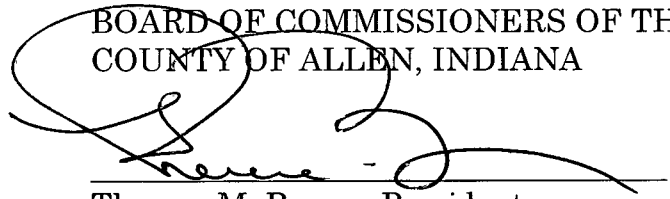
ALLEN COUNTY, INDIANA

COMES NOW, the Board of Commissioners of the County of Allen, Indiana, and pursuant to the authority vested in them by Title 36 of the Indiana Code, as amended, enacts the following ordinance:

BE IT ORDAINED by the Board of Commissioners of the County of Allen, Indiana, that: As there has been filed by Allen County Board of Commissioners, petitioner, Vacation Petition VALY-2017-0006; and as the Plan Commission did hold a public hearing on the 13th day of July; and as the Board of Commissioners did hold a public hearing on said Petition on the 4th day of August 2017; and after due deliberation this Board approves said Vacation Petition to vacate public right-of-way within Glock and Rummel's Addition. The right-of-way to be vacated is located north of Lots 1 through 11 and west of Lot 1 in Glock and Rummel's Addition (Section 28 of Lake Township) and the legal description of said vacated area is attached to this ordinance.

Signed this 4 day of August, 2017.

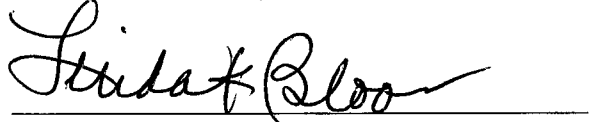
BOARD OF COMMISSIONERS OF THE
COUNTY OF ALLEN, INDIANA



Therese M. Brown, President



F. Nelson Peters, Vice President



Linda K. Bloom, Secretary

ATTEST:



Auditor, Allen County, Indiana

STATE OF INDIANA

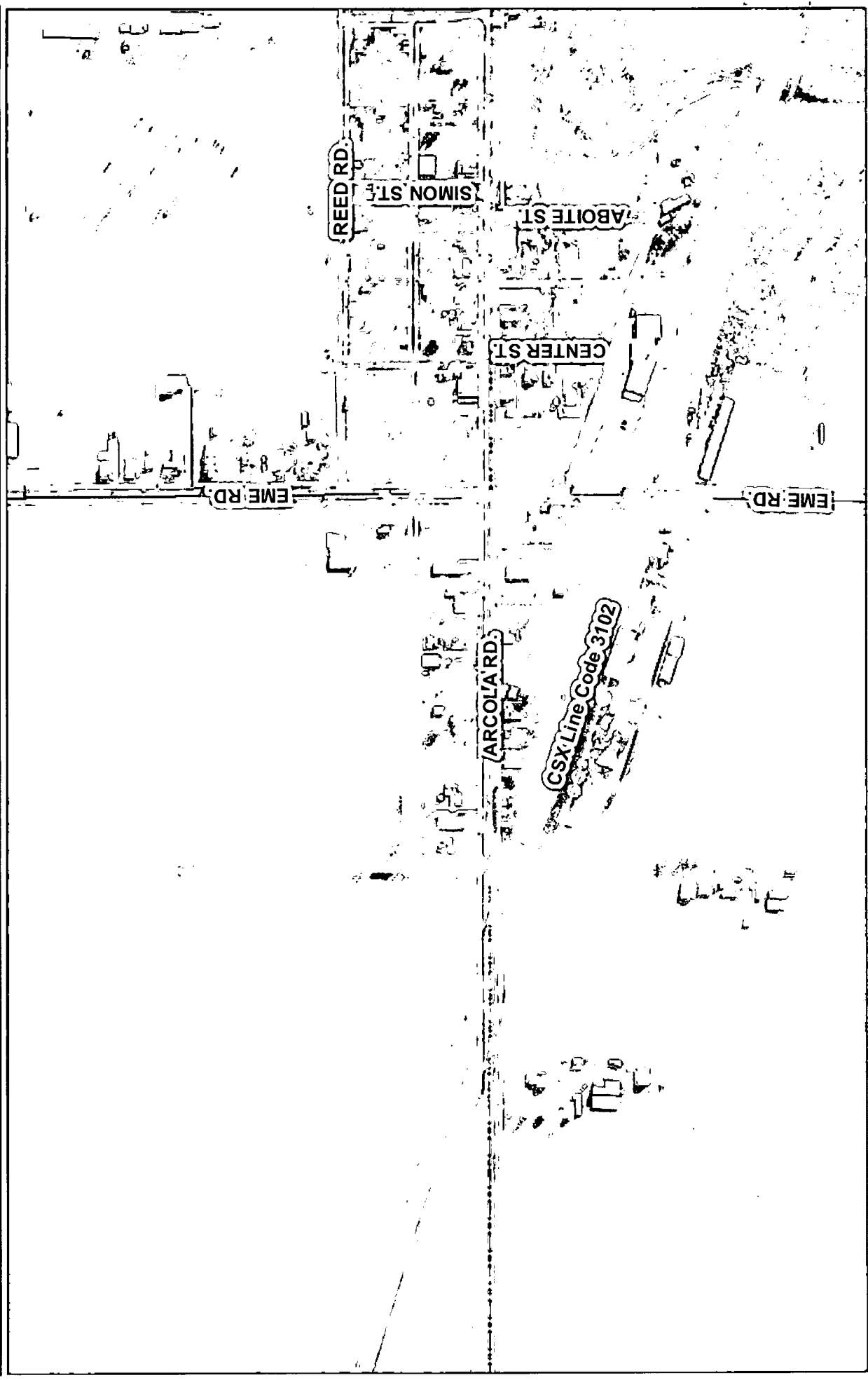
COUNTY OF ALLEN

Before me the undersigned, a Notary Public in and for Allen County, State of Indiana, personally appeared, Linda K. Bloom, F. Nelson Peters, Therese M. Brown.

Witness my hand and notarial seal this 4 day of August, 2017.

(SEAL)

Rhonda A. Rice
Rhonda A. Rice
Resident of Allen County
Commission expires 4-30-2022



Although strict accuracy standards have been employed in the compilation of this map, the user should be aware that the accuracy of the information contained herein and disclaimer and all liability resulting from any error or omission in this map. ©2004 Board of Commissioners of the County of Allen North American Datum 1983 State Plane Coordinate System, Indiana East Photos and Contours Springs 2009 Date: 6/20/2017

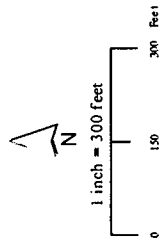


EXHIBIT "A"

Description of area to be vacated:

A Part of the West Half of Section 17, Township 29 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

All of that portion of the dedicated right-of-way of Horman Road lying West of the North-South center line of said Section 17, in both the Northwest and Southwest Quarters of Section 17, Township 29 North, Range 13 East.

**ALLEN COUNTY PLAN COMMISSION
STAFF REPORT • JULY 2017**

PROPOSAL: Vacation Petition – VALY-2017-0006
APPLICANT: Ray Prior
REQUEST: To vacate alley right-of-way in Glock & Rummel’s Addition to Arcola Indiana, as recorded in Book 8B, Page 71.
LOCATION: The alley proposed to be vacated lies along the west side of Lot 1, and on the north side of Lots 1-11 of Glock & Rummel’s Addition (Section 28 of Lake Township).
LAND AREA: Approximately 0.3 acres
PRESENT ZONING: R1/Single Family Residential

BACKGROUND INFORMATION AND STAFF DISCUSSION:

This proposal is to vacate a portion of the unimproved alleys along the north side of 11524, 11606, 11612, 11624, 11712, 11720, and 11724 Arcola Road, and the west side of 11724 Arcola Road. The petitioner is Ray Prior, who resides at 11624 Arcola Road. The alleys have never been improved. There are no utilities within the portions to be vacated. United Telephone does have a maintenance station on the east end of this row of homes, at 11518 Arcola Road, and that portion will not be vacated. Staff sent certified notices to every adjacent property owner and did not receive any opposition. The owner of the farm to the west did call, to make sure he understood the consequences of the vacation, should it be approved. Staff has no concern with this proposal.

ALLEN COUNTY PLAN COMMISSION • FINDINGS OF FACT

Vacation Petition VALY-2017-0006


APPLICANT: Ray Prior
REQUEST: To vacate alley right-of-way in Glock & Rummel's Addition to Arcola Indiana, as recorded in Book 8B, Page 71.
LOCATION: The alley proposed to be vacated lies along the west side of Lot 1, and on the north side of Lots 1-11 of Glock & Rummel's Addition (Section 28 of Lake Township).
LAND AREA: Approximately 0.3 acres
PRESENT ZONING: R1/Single Family Residential

Regarding that portion of platted right-of-way north of Lots 1-11 and west of Lot 1 in Glock and Rummel's Addition to Arcola, as described in Exhibit "A", the Plan Commission finds that:

1. The vacation will not hinder the growth or orderly development of the unit or neighborhood in which it is located or to which it is contiguous. This portion of right-of-way is undeveloped and does not serve as access to any properties. There are no utilities within the right-of-way.
2. The vacation will not make access to the lands of any aggrieved persons by means of public way difficult or inconvenient. The right-of-way does not serve as access.
3. The vacation will not hinder the public's access to a church, school, or other public building or place. No public or quasi-public uses are adjacent to the right-of-way vacation proposal.
4. The vacation will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous.

The Plan Commission recommends Do Pass to the Board of Commissioners to vacate that portion of platted right-of-way north of Lots 1-11 and west of Lot 1 in Glock and Rummel's Addition to Arcola, as described in Exhibit "A".

These findings approved by the Allen County Plan Commission on July 13, 2017.


Kimberly R. Bowman, AICP
Executive Director
Secretary to the Commission

Subscribed and sworn to before me, a Notary Public, said Kimberly R. Bowman this

13TH day of JULY, 2017.

CJ Stone

Cathy Stone, Notary Public
Resident of Allen County, Indiana

My Commission Expires: MAY 27, 2024

Prepared by: Michelle Wood, Department of Planning Services

Pursuant to IC 36-2-11-15(d): I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Michelle B. Wood





PETITION TO VACATE EASEMENT OR RIGHT-OF-WAY

HEALTH
Map system administration
SAFETY
economic development
WELFARE
land use planning

Please Read: Petition will be heard by the Allen County Board of Commissioners or Town Council if located within incorporated town limits. Staff will schedule a public hearing *only after all application requirements have been met.*

Applicant
Applicant Raymond W. Prior
Address 11624 Arcola Road
City Arcola State IN Zip 46704
Telephone 260-301-4192 Fax _____ E-mail _____

Property Ownership
Property Owner Same
Address _____
City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Contact Person
Contact Person Same
Address _____
City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

All staff correspondence will be sent only to the designated contact person.

Request
Request a vacation of a/an Easement Right-of-way
Present zoning R1 Acreage/Size of area to be vacated 0.30 ac
Township name Lake Township section # 28
Purpose for proposed vacation (attach additional page if necessary) To return unimproved Right-of-way to adjacent property owners - Glock & Rummels Addition
Sewer provider ACRSD Water provider well

Filing Requirements
Applications will not be accepted unless the following filing requirements are submitted with this application
 \$410.00 filing fee (check payable to the Allen County Treasurer)
 6 copies of survey and legal description of the area to be vacated (plans must be folded if larger than 8-1/2 x 14)
 Name and address of each current property owner adjacent to the area to be vacated
 Application signed by applicant
 Written comment from all public agencies and private utility companies that may be affected by this vacation (agency and utility contact information is available from DPS staff)

I/We understand and agree, upon execution and submission of this application, that I am/we are the owner(s) of the property described in this petition; that I/we agree to abide by all provisions of the Allen County Zoning and Subdivision Control Ordinance as well as all procedures and policies of the Allen County Plan Commission as those provisions, procedures and policies related to the handling and disposition of this application; that the above information is true and accurate to the best of my/our knowledge; and that I/we agree to pay Allen County the cost of notifying the required interested persons at the rate of \$0.85 per notice, the current charge for notices sent by certified mail, and a public notice fee of \$50.00 per Indiana code.

RAYMOND W. PRIOR (printed name of property owner)
Raymond W. Prior (signature of property owner) 6-23-17 (date)

Raymond W. Prior (signature of property owner) _____ (date)

Recorded document number of property to be vacated Decd Book 8B, page 71

DEPARTMENT OF PLANNING SVCS
200 EAST BERRY ST STE 150
FORT WAYNE IN 46802
Phone (260) 449-7607 Fax (260) 449-7682
www.allencounty.us

For Staff Use Only

Received	Receipt No.	Hearing Date	Petition No.
5/30/17	124041	7/13/17	0006

Electronically altered forms will not be accepted
Revised January 2005

