

3
4 **A RESOLUTION APPROVING THE**
5 **PURCHASE OF CERTAIN REAL**
6 **ESTATE (3012 Broadripple Drive)**
7 **FOR THE CITY OF FORT WAYNE,**
8 **INDIANA.**

9 **WHEREAS**, the City of Fort Wayne, through its Board of Public
10 Works, desires to purchase property located at 3012 Broadripple Drive, Fort
11 Wayne, Indiana; and

12 **WHEREAS**, the purchase of this property is necessary for the City's
13 ongoing plans to provide relief in flood prone areas; and

14 **WHEREAS**, the purchase price for this property is TWENTY-
15 SEVEN THOUSAND, NINE HUNDRED AND 00/100 DOLLARS – (\$27,900.00);
16 and

17 **WHEREAS**, Sec. 37-25 of the City of Fort Wayne Code of Ordinances,
18 requires the Common Council approval of any purchase or conveyance of real
19 estate by the City.

20 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMON**
21 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

22 **SECTION 1.** The purchase of property located at 3012
23 Broadripple Drive, Fort Wayne, Indiana, by the City of Fort Wayne, is hereby
24 approved and agreed to. The appropriate officials of the City are hereby
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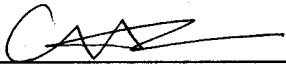
authorized to execute all documents necessary to accomplish said purchase.

SECTION 2. This Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.



Council Member

APPROVED AS TO FORM AND LEGALITY



Carol Helton, City Attorney



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

February 18, 2016

City Council Members
City of Fort Wayne

RE: City of Fort Wayne/Midwest America Federal Credit Union Purchase Agreement
3012 Broadripple Drive

Dear Council Members:

The City has entered into a Purchase Agreement to buy the property located at 3012 Broadripple Drive.

The purchase price of \$27,900.00 is less than the average of two appraisals obtained by the City. Copies are attached.

The City of Fort Wayne Board of Public Works has approved this purchase.

We are asking for Council approval of this purchase.

If you have any questions on the above, please feel free to contact me at 427-5402.

Sincerely,

A handwritten signature in cursive script that reads "Daniel A. Brenner".

Daniel A. Brenner
Property Manager

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COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

RFPs, BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	Purchase Agreement between City of Fort Wayne (Buyer) and Midwest America Federal Credit Union (Seller) for property located at 3012 Broadripple Drive
Awarded To	Midwest America Federal Credit Union
Amount	\$27,900.00
Conflict of interest on file?	No – in process of obtaining
Number of Registrants	N/A
Number of Bidders	N/A
Required Attachments	

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback-Authority)	Purchase Agreement between City of Fort Wayne and Midwest America Federal Credit Union for the acquisition of 3012 Broadripple Drive
Sole Source/ Compatibility Justification	NA

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	No <i>If no, explain below</i>
If not lowest, explain	Real Estate purchase less than the average of two appraisals obtained by the City

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	\$27,900.00
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DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	City acquiring real estate as a part of its ongoing plans to acquire homes located in flood prone areas

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	N/A

FUNDING SOURCE

<i>Account Information.</i>	Flood Control Operating Budget

Listing Broker (Co) Coldwell Banker Ray Wenzel, Graduate Randy Hurley (initials) _____
Selling Broker (Co) Coldwell Banker Ray Wenzel, Graduate Randy Hurley (initials) _____



**PURCHASE AGREEMENT
(IMPROVED PROPERTY)**

1 Date: 1-14-16

2
3 A. BUYER: City of Fort Wayne, a Municipal Corporation (Buyer)
4 agrees to buy the following property from the owner (Seller) for the consideration and subject to the following
5 terms, provisions, and conditions:

6
7 B. PROPERTY: The property ("Property") is known as 3012 Broad Ripple Drive
8 in Wayne Township, Allen County,
9 Indiana, 46204 (zip code) legally described as: Lot 356 Waynedale Gardens Sub
10 East Add
11 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including,
12 but not limited to, electrical and/or gas fixtures, home heating fuel, heating and central air-conditioning equipment
13 and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills,
14 fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles
15 and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,
16 wall mounts, satellite dishes, storage barns, all landscaping, mailbox, garage door opener with controls AND THE
17 FOLLOWING:
18
19
20

21 EXCLUDED THE FOLLOWING:
22
23

24 The terms of this Agreement will determine what items are included/excluded, per the Seller's Disclosure
25 Form, multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller
26 at time of closing the transaction. Buyer should verify total square footage, land, room dimensions or
27 community amenities if material.

28
29 C. PRICE: Buyer will pay the total purchase price of (\$ 27,900.00) Twenty-seven Thousand
30 None Hundred Dollars for the Property. If Buyer obtains an
31 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed
32 upon purchase price.

33 D. EARNEST MONEY:
34 1. Substitution: Buyer submits \$ 0 as earnest money which shall be applied to the
35 purchase price at closing. Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow
36 Agent and shall deposit Earnest Money received into its escrow account within two (2) banking days of
37 acceptance of this Agreement and hold it until time of closing the transaction or termination of this Agreement.
38 Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any
39 reason to timely submit Earnest Money in the contracted amount, Seller may terminate this Agreement upon
40 notice to Buyer prior to Escrow Agent's receipt of the Earnest Money.
41 2. Disbursement: Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the
42 Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement.
43 If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by
44 certified mail of the intended payee of the Earnest Money as permitted in 676 IAC 8-2-2. If neither Buyer nor
45 Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified
46 letter, Broker may release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is
47 the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the
48 parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 676 IAC 8-2-2
49 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including
50 attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and
51 licensing regulations.
52 3. Legal Remedies/Default: If this offer is accepted and Buyer fails or refuses to close the transaction, without
53 legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all
54 rights to seek other legal and equitable remedies, which may include specific performance and additional
55 monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms
56 and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default
57 which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated
58 above, may include specific performance and monetary damages in addition to loss of Earnest Money.
59

80 E. METHOD OF PAYMENT: (Check appropriate paragraph number)
81 1. CASH: The entire purchase price shall be paid in cash and no financing is required.
82 2. NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
83 Conventional Insured Conventional FHA VA Other: _____ first
84 mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an
85 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
86 shall pay all costs of obtaining financing, except _____
87 _____

88
89
90 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender,
91 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or
92 regulations and shall supersede any provisions of this Agreement.
93

- 94 3. ASSUMPTION: (Attach Financing Addendum)
95 4. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)
96 5. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)
97

98 F. TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary
99 to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within NA
100 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to
101 obtain financing in cooperation with the Broker and Seller. No more than NA days after acceptance of the
102 Agreement shall be allowed for obtaining loan approval or mortgage assumption approval. If an approval is not
103 obtained within the time specified above, this Agreement may terminate unless an extension of time for this
104 purpose is mutually agreed to in writing.
105

106 G. CLOSING: The closing of the sale (the "Closing Date") shall be on or before April 10, 2016, or
107 within _____ days after _____, whichever is later or this Agreement
108 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
109 date above must be by mutual written agreement of the parties. The settlement or closing fee incurred in
110 conducting the settlement charged by the closing agent or company shall be paid by Buyer (included in
111 allowance, if provided) Seller Shared equally.
112

113 This Agreement: is not contingent upon the closing of another transaction; is contingent upon the closing of
114 the pending transaction on the property located at _____ scheduled to close by _____
115

116 Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the
117 closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with
118 I.C. 27-07-8.7 et. seq. Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally
119 to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as
120 so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of the buyer to the closing
121 agent's escrow account for the closing of this transaction shall become an expense to the buyer and the actual cost
122 incurred shall appear on the closing statement.
123

124 H. POSSESSION:
125 1. The possession of the Property shall be delivered to Buyer at closing within _____ days beginning
126 the day after closing by _____ a.m. p.m. noon or on or before _____
127 if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing
128 \$ _____ per day. If Seller does not deliver possession by the date and time required in the first
129 sentence of this paragraph, Seller shall pay Buyer \$ _____ per day as liquidated damages
130 until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available
131 against the Seller.
132 2. Maintenance of Property: Seller shall maintain the Property in its present condition until its possession is
133 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to
134 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and
135 personal property not included in the sale.
136 3. Casualty Loss: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by
137 Seller, including any deductibles, in the event any damage or destruction is not fully repaired prior to closing.
138 Buyer, at Buyer's option, may either (a) terminate this Agreement with prompt return of earnest money to
139 buyer or (b) elect to close the transaction, in which event Seller's right to all real property insurance
140 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
141 4. Utilities/Municipal Services: Seller shall pay for all municipal services and public utility charges through the
142 day of possession.
143

144 I. SURVEY: Buyer shall receive a (Check one) SURVEYOR LOCATION REPORT, which is a survey where
145 corner markers are not set; BOUNDARY SURVEY, which is a survey where corner markers of the Property are
146 set.
147 _____
148 _____
149 _____

128 set prior to closing; WAIVED, no survey unless required by lender; at (Check one) Buyer's expense
129 (included in allowance, if provided) Seller's expense Shared equally. The survey shall (1) be received
130 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all
131 improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to
132 conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released
133 from any and all liability relating to any issues that could have been discovered by a survey. This release shall
134 survive the closing.

135
136 J. FLOOD AREA/OTHER: If the property is located in a flood plain, Buyer may be required to carry flood insurance at
137 Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood
138 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more
139 flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer may
140 may not terminate this Agreement if the Property requires flood insurance. Buyer may may not terminate
141 this Agreement if the Property is subject to building or use limitations by reason of the location, which materially
142 interfere with Buyer's intended use of the Property.

143
144 K. HOMEOWNER'S INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain
145 a favorable written commitment for homeowner's insurance within NA days after acceptance of this Agreement.

146
147 L. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker,
148 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training,
149 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and
150 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property.
151 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not
152 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young
153 children and/or the elderly.

154
155 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property
156 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the
157 Property at harmful levels is through inspections.

158
159 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental
160 Contaminants and release and hold harmless all Brokers, their companies and licensees from any
161 and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection
162 report, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants.
163 This release shall survive the closing.

164
165 M. INSPECTIONS: (Check appropriate paragraph number)

166
167 Buyer has been made aware that independent inspections disclosing the condition of the property are available
168 and has been afforded the opportunity to require such inspections as a condition of this Agreement.

169
170 1. BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS

171
172 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own
173 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with
174 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release
175 shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

176
177 2. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)

178
179 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA,
180 or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by
181 licensed independent inspectors or qualified independent contractors selected by Buyer within the following
182 time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's
183 inspections. Seller must make all areas of the Property available and accessible for Buyer's
184 inspection.

185
186 INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections after acceptance
187 of the Purchase Agreement. Buyer shall have _____ days beginning the day following the date of
188 acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see
189 "Buyer's Inspection Response").

190
191 inspections may include but are not limited to the condition of the following systems and components:
192 heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
193 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint
194 that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or
195 the following:

3012 Bannockburn Dr

Property Address

Page 3 of 7 (Purchase Agreement)

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If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall have _____ additional days to order, receive and respond in writing to any additional reports.

If the Buyer does not comply with any inspection/Response Period or make a written objection to any problem revealed in a report within the applicable inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's independent inspection response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

If Buyer reasonably believes that the inspection Report reveals a DEFECT with the Property (under Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises), and Seller is unable or unwilling to remedy the defect to Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.

N. LIMITED HOME WARRANTY PROGRAM:

Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which will not be provided at a cost not to exceed \$ _____ charged to Buyer Seller and ordered by Buyer Seller. Buyer and Seller acknowledge the LIMITED HOME WARRANTY PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty Provider.

O. DISCLOSURES: (Check one)

- 1. Buyer has has not (not applicable) received and executed SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE.
- 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT.

P. TITLE APPROVAL: Prior to closing, Buyer shall be furnished with a title insurance commitment for the most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.

Owner's Title Insurance Premium and that portion of Title Service Fee incurred to prepare the Owner's Policy (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance, if provided) Seller Shared equally.

Lender's Title Insurance Premium and that portion of Title Service Fee incurred to prepare the Lender's Policy (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in allowance, if provided) Seller Shared equally Other _____

The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will order the commitment immediately or other, after satisfaction under section W.

(Further condition) see met per Exhibit A
Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of this Agreement.

Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendor's affidavit), so that marketable title can be conveyed.

Q. TAXES: (Check appropriate paragraph number)

- 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on _____

3012 Rosecrans Dr
Property Address

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and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.

For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified tax rates. This shall be a final settlement.

3. FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS. Seller will give a tax credit of \$ _____ to Buyer at closing. This shall be a final settlement.

WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT.

Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.

Buyer may apply for current-year exemptions/credits at or after closing.

R. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.

S. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a different date and/or time.

Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.

T. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"): Documents for a mandatory membership association shall be delivered by the Seller to Buyer within 14 days after acceptance of this Agreement. Broker is not responsible for obtaining or verifying this information. If the Buyer does not make a written response to the documents within 14 days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within 14 days after Buyer's approval of the documents. Fees charged by the "Association", or its management company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.

Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

U. ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

V. ADDITIONAL PROVISIONS:

1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at www.in.gov/meth. Click on "Clean Lab Addresses." Broker is not responsible for providing or verifying this information.

3012 Bramble Dr

400 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the
401 condition of the Property.

402
403 Y. ACKNOWLEDGEMENTS: This is not a limited agency transaction. Buyer and Seller acknowledge that each
404 has received agency office policy disclosure, has had agency explained, and now confirms all agency
405 relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved
406 in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement
407 and acknowledge receipt of a signed copy.

408 Z. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 5:00 A.M. P.M.
409 Noon, the 21 day of January, 2016, this Purchase Agreement shall be null and void and all
410 parties shall be relieved of any and all liability or obligations.

411
412 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed
413 an original but all of which together shall constitute one and the same instrument. The parties agree that this
414 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or
415 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document
416 shall be promptly delivered, if requested.

417
418 City of Fort Wayne
419
420 Daniel A. Brenner 1-14-16
421 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

422
423 Daniel A. Brenner
424 PRINTED PRINTED

425
426 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):

427 This 15 day of January, at 10 A.M. P.M. Noon

428 1. The above offer is Accepted.

429 2. The above offer is Rejected.

430 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and
431 the Counter Offer.

432
433
434
435 Shd Edwards Midwest 01/15/16
436 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

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438 Shd Edwards Midwest
439 PRINTED PRINTED
440 America Federal Credit
441 Union



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3012 Broadridge DR
(Property Address)

Page 7 of 7 (Purchase Agreement)

Produced with zipForm® by zipLinx 16070 Pitkin Mile Road, Fraser, Michigan 48028 www.zipLinx.com

2015 Real Estate

EXHIBIT A

This offer is subject to the Buyer having 90 days to obtain the following:

- 1. Buyer obtaining two (2) appraisals and the average of the two (2) appraisals being greater than or equal to the purchase price.**
- 2. Buyer obtaining approval of the City of Fort Wayne Board of Public Works.**
- 3. Buyer obtaining approval of the Common Council of the City of Fort Wayne.**

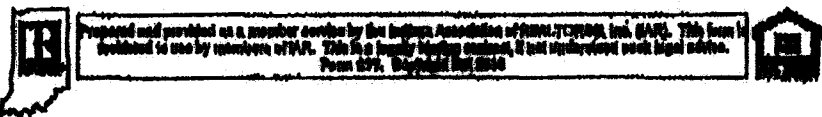
If any of the above contingencies are not met, the Buyer shall have the right to terminate and cancel this agreement

48 CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

The Controller and Administrator may be covered independently or in one or more components, each of which shall be deemed an individual, but all of which together shall constitute one and the same individual. The parties agree that the Controller and Administrator may be furnished information from electronically or directly. The parties intend that the Controller and Administrator may be furnished information from electronic and may be used on the public. The subject document shall be promptly delivered, if requested.

<i>[Signature]</i>	11/07/2018	<i>[Signature]</i>	1-14-16
WILLIAMS SIGNATURE	DATE	WILLIAMS SIGNATURE	DATE
Mr. Michael, media, sales		Daniel A. Brenner	
PHONE		PHONE	
WILLIAMS SIGNATURE	DATE	WILLIAMS SIGNATURE	DATE
<i>[Signature]</i>	11/07/2018	<i>[Signature]</i>	1-14-16
WILLIAMS SIGNATURE	DATE	WILLIAMS SIGNATURE	DATE



8800 Granddiana Way, West Haven, CT 06611

Page 2 of 2 (Lead-Based Paint - Exterior)



Client File #: _____ Appraisal File #: _____

Summary Appraisal Report • Residential

Appraisal Company: **Wierks Real Estate Appraisals**

Address: **9334 Comfort Ct, Fort Wayne, IN 46825**

Phone: **(260) 499-5751**

Fax: _____

Website: _____

Appraiser: **Kenton Wierks**

Co-Appraiser: _____

AI Membership (if any): SRA MAI SRPA

AI Membership (if any): SRA MAI SRPA

AI Status (if any): Candidate for Designation Practicing Affiliate

AI Status (if any): Candidate for Designation Practicing Affiliate

Other Professional Affiliation: **NAIFA Associate Member**

Other Professional Affiliation: _____

E-mail: **kwappraiser@msn.com**

E-mail: _____

Client: **City of Fort Wayne**

Contact: _____

Address: **200 E Berry St, Suite 250, Fort Wayne, IN 46802**

Phone: _____

Fax: _____

E-mail: _____

Address: _____

City: **Fort Wayne**

County: **Allen**

State: **IN**

ZIP: **46809**

Legal Description: **Lot 336 Waynedale Gardens 2nd Ext Add. Partial legal, as full legal is unavailable.**

Tax Parcel #: **02-12-28-252-010.000-074**

RE Taxes: **2,047.06**

Tax Year: **2014**

Use of the Real Estate As of the Date of Value: **Improved**

Use of the Real Estate Reflected in the Appraisal: **Improved**

Opinion of highest and best use (if required): **Improved - Residential**

Owner of Record: **Midwest America Federal Credit Union**

Description and analysis of sales within 3 years (minimum) prior to effective date of value: **Subject transferred ownership within the past 36 months of the effective appraisal date. Subject transferred ownership on 10/15/2015 for \$0 through Deed in Lieu of Foreclosure.**

Description and analysis of agreements of sale (contracts), listings, and options: **REO sale; Subject was listed on 12/24/2015 for \$27,900, and went pending on 01/15/2016. A copy of the offer to purchase was not provided to the appraiser by the client.**

Indication of Value by Sales Comparison Approach

\$ **37,000**

Indication of Value by Cost Approach

\$

Indication of Value by Income Approach

\$

Final Reconciliation of the Methods and Approaches to Value: **The Sales Comparison Approach was given the greatest consideration as it best reflects typical Buyer/Seller attitudes in this market. The Cost Approach was not developed based on the age of the subject property, making it difficult to properly calculate depreciation. The Income Approach was not developed, as single family homes are not typically income producing properties, resulting in little or no available rental data.**

The appraiser has not performed a service for the subject property within the past three years.

Opinion of Value as of: **01/21/2016**

\$ **37,000**

Exposure Time: **30 to 90 days**

The above opinion is subject to: Hypothetical Conditions and/or Extraordinary Assumptions cited on the following page.

* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).
AI Reports® AI-100.04 Summary Appraisal Report - Residential © Appraisal Institute 2013, All Rights Reserved January 2013

RESTRICTED APPRAISAL REPORT

File No.:

Property Address: 3012 Broadripple Dr		City: FORT WAYNE		State: IN		Zip Code: 46809-2212	
County: ALLEN		Legal Description: LOT 336 WAYNE DALE GARDENS 2ND EXT ADD		Assessor's Parcel #: 02-12-28-252-019-000-074			
Tax Year: 2009		R.E. Taxes: \$ 2,047		Special Assessments: \$ 0		Personnel (if applicable): CITY OF FORT WAYNE	
Current Owner of Record: AMERICA FEDERAL CREDIT UNION		Occupant: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Manufactured Housing		Property Type: <input checked="" type="checkbox"/> SFR <input type="checkbox"/> 2-4 Family <input type="checkbox"/>		# of Units: 1	
Market Area Name: N/A		Map Reference: 3000/6200		Census Tract: 0036.00		<input checked="" type="checkbox"/> Flood Hazard	
The purpose of this appraisal is to develop an opinion of: <input type="checkbox"/> Market Value (as defined), or <input checked="" type="checkbox"/> other type of value (describe) AS IS MARKET VALUE							
This report reflects the following value (if not current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective							
Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach <input type="checkbox"/> Other:							
Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)							
Intended Use: CLIENT FOR MARKET VALUE							
Under USPAP Standards Rule 2-3(b), this is a Restricted Appraisal Report, and is intended only for the sole use of the named client. There are no other intended users. The client must clearly understand that the appraiser's opinions and conclusions may not be understood properly without additional information in the appraiser's work file.							
Client: CITY OF FORT WAYNE		Address: 200 EAST BERRY STREET, FORT WAYNE, IN 46802		Appraiser: LARRY L. McCHESNEY IFA		Address: 4210 WILAPA WAY, FORT WAYNE, IN 46845	
Subject		COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address: [REDACTED]		2524 CLE ELUM DRIVE FORT WAYNE, IN. 46809		2813 ALLEGANY AVENUE FORT WAYNE, IN. 46809		2610 WILLOW OAKS FORT WAYNE, IN. 46809	
Proximity to Subject		0.62 miles NE		0.83 miles N		0.74 miles NE	
Sale Price		\$ 27,900		\$ 28,570		\$ 68,000	
Sale Price/Sq.Ft.		\$ 24.22 /sq.ft.		\$ 27.47 /sq.ft.		\$ 63.95 /sq.ft.	
Data Source(s)		INSPECTION		INSPECTION		INSPECTION	
Verification Source(s)		UPSTAR ML/A SASSOR		UPSTAR ML/A SASSOR		UPSTAR ML/A SASSOR	
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		DESCRIPTION	
Sales or Financing		CASH		CASH		CONV/DOM-30	
Concessions		NONE		NONE		SELLER PAID -1,000	
Date of Sale/Time		8/14/2015		7/15/2015		3/13/2015	
Title Appraised		Fee Simple		Fee Simple		Fee Simple	
Location		SW FT. WAYNE		SW FT. WAYNE		SW FT. WAYNE	
Size		5,100 Sq.Ft.		10,400 SQ.FT.		20,800 SQ.FT.	
Year		SIMILAR HOMERANG		SIMILAR HOMERANG		SIMILAR HOMERANG	
Cushion (Risk)		RANCH		RANCH		RANCH	
Quality of Construction		WOOD/AVG		VTL/AVG		ALAMBRK/AVG	
Job		SR		SR		SR	
Condition		AVERAGE		SUPERIOR		AVERAGE	
Above Grade		Total Items Ratio		Total Items Ratio		Total Items Ratio	
Room Count		\$ 3 3 1		\$ 3 3 1		\$ 5 2 1	
Gross Living Area		1,182 sq.ft.		978 sq.ft.		1,040 sq.ft.	
Basement & Finished		1,182 Sq.Ft.		0		0	
Rooms Below Grade		UNFINISHED		UNFINISHED		UNFINISHED	
Functional Utility		AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling		GAS/FI/CA		GAS/FI/CA		ELECTR/NONE	
Storm Drainage		STORMS		STORMS		STORMS	
Garage/Carport		NONE		1 GAR ATT		2 GAR ATT	
Porch/Patio/Deck		PORCH/DECK		PORCH/PATIO		PORCH/PATIO	
FEMA FLOOD AREA		FEMA FLOOD		NON FEMA		NON FEMA	
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 2,218		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 872		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 2,276	
Adjusted Sale Price of Comparables		\$ 36,788		\$ 29,442		\$ 68,276	
Summary of Sales Comparison Approach: ALL OF THE COMPS, LIKE THE SUBJECT PROPERTY ARE LOCATED IN THE SOUTHWEST SECTION OF FORT WAYNE. ALL OF THE COMPS WERE GIVEN CONSIDERATION BUT MOST WEIGHT GIVEN COMP # 1 SIMILAR BETTING AS SUBJECT PROPERTY.							

RESTRICTED APPRAISAL REPORT

File No.:

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): **MLB/ASSESSOR**

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/leasing: THIS APPRAISER IS AWARE OF THE LISTING AND PENDING SALE OF THE SUBJECT PROPERTY AT THE TIME OF THIS REPORT AS PER MLS # 201656857. THE SUBJECT'S PROPERTY HAS NOT SOLD WITHIN THE LAST 3 YEARS. THE COMPARABLES PROPERTIES HAVE NOT TRANSFER WITHIN THE LAST 3 YEARS AS PER UPSTAR MLS DATA.
Date: NONE	
Price: N/A	
Source(s): ASSESSOR	
2nd Prior Subject Sale/Transfer	
Date: N/A	
Price: N/A	
Source(s): N/A	

Subject Market Area and Marketability: **THE SUBJECT IS LOCATED IN AN SUBURBAN TYPE SETTING IN THE SOUTHWEST SECTION OF FORT WAYNE. PROPERTIES IN THE SUBJECT IMMEDIATE MARKETING AREA DISPLAY FAIR/AVERAGE EXTERIOR MAINTENANCE. SUBJECT IN CLOSE PROXIMITY TO ALL SCHOOL AMENITIES, SHOPPING, CITY PARKS AND MEDICAL AND DENTAL FACILITIES. ALSO SUBJECT LOCATED IN AN FEMA FLOOD ZONE AND HAS LIMITATION ON REBUILDING AFTER FLOOD DAMAGE.**

Site Area: **6,100 Sq. Ft.** Site View: **SIMILAR HOMES/AVG** Topography: **LEVEL/AVG** Drainage: **ADEQUATE/AVG**

Zoning Classification: **RG-1** Description: **SINGLE FAMILY RESIDENTIAL**

Zoning Compliance: Legal Legal nonconforming (grandfathered) Illegal No zoning

Highest & Best Use: Present use, or Other use (explain) Use as appraised in this report: **RESIDENTIAL**

Actual Use as of Effective Date: **RESIDENTIAL**

Opinion of Highest & Best Use: **RESIDENTIAL**

FEMA Spec'l Flood Hazard Area Yes No FEMA Flood Zone AE FEMA Map # **18000C0299G** FEMA Map Date **8/3/2009**

Site Comments: **LEGAL DESCRIPTION, LOT DIMENSIONS AND AGE FURNISHED BY ASSESSOR'S OFFICE. SEE ADDM. NO APPARENT ADVERSE EASEMENTS OR ENCROACHMENTS NOTED. SUBJECT'S SITE IS TYPICAL OF MANY SITES IN THIS AREA.**

Improvements Comments: **SUBJECT IN OVERALL AVERAGE CONDITION. NO MAJOR REPAIRS APPEAR NEEDED. AVERAGE QUALITY ORIGINAL CONSTRUCTION. NO SIGNIFICANT FUNCTIONAL OBSOLESCENCE NOTED. EXTERNAL OBSOLESCENCE NOTED FLOOD ZONE WITH REBUILDING LIMITATION.**

Indicated Value by Sales Comparison Approach: **35,000**

Indicated Value by Cost Approach (if developed): Indicated Value by Income Approach (if developed): **N/A**

Final Reconciliation: **THE SALES COMPARISON APPROACH WAS GIVEN THE GREATEST CONSIDERATION AS IT BEST REFLECTS TYPICAL BUYER/SELLER ATTITUDES IN THE MARKET. THE COST APPROACH WAS NOT DEVELOPED BASED ON THE AGE OF THE SUBJECT PROPERTY MAKING IT DIFFICULT TO PROPERLY CALCULATE DEPRECIATION. THE INCOME APPROACH WAS NOT DEVELOPED AS SINGLE FAMILY HOMES ARE NOT TYPICALLY INCOME PRODUCING PROPERTIES. RESULTING IN A LITTLE OR NO AVAILABLE RENTAL DATA.**

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: **NO LIABILITY IS ASSUMED FOR ANY STRUCTURAL OR MECHANICAL DEFICIENCIES, IF ANY.**

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my best opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ **35,000**, as of: **1/22/2016**, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains **30** pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.

Attached Exhibits:

<input type="checkbox"/> Scope of Work	<input checked="" type="checkbox"/> Limiting Cond./Certifications	<input type="checkbox"/> Narrative Addendum	<input checked="" type="checkbox"/> Photograph Addenda	<input checked="" type="checkbox"/> Sketch Addendum
<input checked="" type="checkbox"/> Map Addenda	<input type="checkbox"/> Additional Sales	<input type="checkbox"/> Cost Addendum	<input checked="" type="checkbox"/> Flood Addendum	<input type="checkbox"/> Manuf. House Addendum
<input type="checkbox"/> Hypothetical Conditions	<input type="checkbox"/> Extraordinary Assumptions	<input checked="" type="checkbox"/> UNEMPLOYMENT	<input checked="" type="checkbox"/> NEIGHBORHOOD TRENDS	<input checked="" type="checkbox"/> CMA

Client Contact: **CITY OF FORT WAYNE/DAN BRENNER** Client Name: **CITY OF FORT WAYNE**

E-MAIL: **DAN.BRENNER@CITYOFFORTWAYNE.ORG** Address: **200 EAST BERRY STREET, FORT WAYNE, IN 46802**

APPRaiser: **Larry L. McChesney**

Supervisory or Co-Appraiser Name: _____

Company: _____

Phone: _____ Fax: _____

E-Mail: _____

Date of Report (Signature): **January 23, 2016**

License or Certification #: **CR90400324** State: **IN**

Designation: **JFA**

Expiration Date of License or Certification: **9/30/2016**

Inspection of Subject: Interior & Exterior Exterior Only None

Date of Inspection: **1/22/2016**

Inspection of Subject: Interior & Exterior Exterior Only None

Date of Inspection: _____



Public Hearing Date, if applicable _____

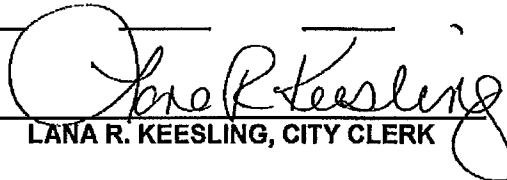
Read the first time in full and on motion by Councilman _____

Read the second time by title and referred to the _____

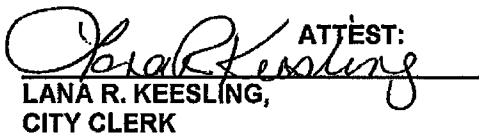
Committee. Read the third time in full and on motion by Councilman _____, placed on passage by the following vote:


	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____
ARP	_____	_____	_____	_____
BARRANDA	_____	_____	_____	_____
CRAWFORD	_____	_____	_____	_____
DIDIER	_____	_____	_____	_____
ENSLEY	_____	_____	_____	_____
FREISTOFFER	_____	_____	_____	_____
HINES	_____	_____	_____	_____
JEHL	_____	_____	_____	_____
PADDOCK	_____	_____	_____	_____

DATED: _____

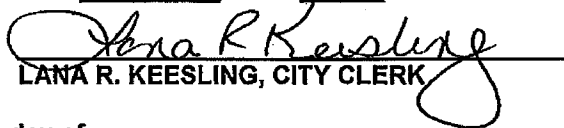

LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE (RESOLUTION) NO. _____ on the _____ day of _____, 2016


ATTEST:
LANA R. KEESLING,
CITY CLERK


PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 2016, at the hour of _____ O'clock _____ E.S.T.


LANA R. KEESLING, CITY CLERK

Approved and signed by me this _____ day of _____ 2016, at the hour of _____ O'clock _____ E.S.T.

THOMAS C. HENRY, MAYOR

BILL NO. R-16-02-09

REPORT OF COMMITTEE ON FINANCE

March 1, 2016

*Glynn Hines, Chair
John Crawford, Co-Chair
All Council Members*

A RESOLUTION APPROVING THE PURCHASE OF CERTAIN REAL ESTATE (3012 Broadripple Drive) FOR THE CITY OF FORT WAYNE, INDIANA

COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

DO PASS

DO NOT PASS

ABSTAIN

NO REC

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

**LANA R. KEESLING
CITY CLERK**

[Signature]

Public Hearing Date, if applicable N/A
 Read the first time in full and on motion by Councilman GLYNN HINES,
 Read the second time by title and referred to the FINANCE, committee
 Read the third time in full and on motion by Councilman JOHN CRAWFORD,
 placed on its passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>7</u>			<u>2</u>
ARP	<input checked="" type="checkbox"/>			
BARRANDA	<input checked="" type="checkbox"/>			
CRAWFORD	<input checked="" type="checkbox"/>			
DIDIER	<input checked="" type="checkbox"/>			
ENSLEY				<input checked="" type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>			
HINES				<input checked="" type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>			
PADDOCK	<input checked="" type="checkbox"/>			

DATED: 3-8-16


LANA R. KEESLING, CITY CLERK

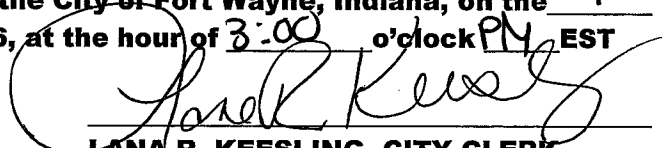
Passed and adopted by the Common Council of the City of Fort Wayne,
 Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ ~~(SPECIAL)~~ ~~(ZONING)~~
~~(ORDINANCE)~~ ~~(RESOLUTION)~~ NO. R-16-02-09 on the 8TH day
 of MARCH, 2016

ATTEST:

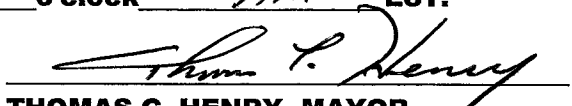
LANA R. KEESLING,
CITY CLERK


PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9TH
 day of MARCH, 2016, at the hour of 3:00 o'clock PM EST


LANA R. KEESLING, CITY CLERK

Approved and signed by me this 10TH day of MARCH
 2016, at the hour of 9:30 o'clock AM EST.


THOMAS C. HENRY, MAYOR