

**A RESOLUTION APPROVING THE
PURCHASE OF CERTAIN REAL ESTATE FOR
THE CITY OF FORT WAYNE.**

WHEREAS, the City of Fort Wayne desires to purchase property known as 19.2 acres of land located in SW1/4 of S28, T30N, R12E in Wayne Township, Allen County, Indiana, to create wooded wetlands to offset other wetlands affected by City road projects; and

WHEREAS, the City of Fort Wayne, through its Board of Public Works, has approved the purchase of the property pursuant to Board of Public Works Resolution Number, #106-1-8-19-2, Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the purchase price for the property is ONE HUNDRED FORTY-FOUR THOUSAND AND 00/100 DOLLARS – (\$144,000.00); and

WHEREAS, Sec. 37-25 of the City of Fort Wayne Code of Ordinances, requires the Common Council approval of any purchase of real estate by the City.

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

SECTION 1. The purchase of real estate by the City of Fort Wayne by its Board of Public Works known as 19.2 acres of land located in SW1/4 of S28, T30N, R12E in Wayne Township, Allen County, Indiana, specifically described in the Board of Public Works Resolution, Exhibit "A," is hereby approved and agreed to. The appropriate officials of the City are hereby 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




APPROVAL OF PURCHASE AGREEMENT OF RESOLUTION #106-1-8-19-2


The Fort Wayne Board of Public Works:

Approves the agreement for the City of Fort Wayne to purchase 19.2 Acres of vacant land located in Part of the SW ¼, S28, T30N, R12E in Allen County, Indiana from Old Prairie Products, Inc.

APPROVED THIS 8TH DAY OF JANUARY, 2019.

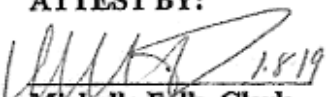
BOARD OF PUBLIC WORKS


BY: **Shan Gunawardena, Chair**


BY: **Kumar Menon, Member**


BY: **Mike Avilla, Member**

ATTEST BY:


Michelle Fulk, Clerk



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

February 6, 2019

City Council Members
City of Fort Wayne

RE: City of Fort Wayne/Old Prairie Products, Inc. Purchase Agreement
19.2 Acres 3500 Block of Lower Huntington Road

Dear Council Members:

The City has entered into a Purchase Agreement to acquire approximately 19.2 acres of real estate located in a part of the SW $\frac{1}{4}$ of S28, T30N, R12E in Wayne Township, Allen County, Indiana in the amount of \$144,000.00. A copy is attached.

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

We are asking for Council to approve this purchase.

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

Sincerely,

Daniel A. Brenner

Daniel A. Brenner
Property Manager

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CITIZENS SQUARE

200 E. Berry St. • Fort Wayne, Indiana • 46802 • www.cityoffortwayne.org
An Equal Opportunity Employer

Listing Broker (Co.) _____ (_____) By _____ (_____)
office code individual code
Selling Broker (Co.) _____ (_____) By _____ (_____)
office code individual code



PURCHASE AGREEMENT (UNIMPROVED PROPERTY)

1 Date: December 12, 2018

2
3 A. BUYER: City of Fort Wayne, Indiana, 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 19.2 Acres of 3514 Lwr. Huntington Road
8 in Wayne Township, Allen County,
9 Indiana, 46809 (zip code), legally described as: Pt. of SW Qtr. of Section 28,
10 T30N, R12E (See attached legal description)
11

12 C. PRICE: Buyer will pay the total purchase price of (\$ 144,000.00)
13 One hundred forty-four thousand Dollars for the Property. If Buyer obtains an
14 appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed
15 upon purchase price.
16

17 D. EARNEST MONEY: Buyer submits \$ 0 as earnest money which shall be applied to the
18 purchase price. The listing broker shall deposit earnest money received into its escrow account within two (2)
19 banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this
20 Agreement. If Buyer fails for any reason to submit earnest money, Seller may terminate this Agreement.
21 Earnest money shall be returned promptly in the event this offer is not accepted. If this offer is accepted and Buyer
22 fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for
23 damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable remedies. The
24 Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer
25 unless the parties enter into a Mutual Release or a Court Issues an Order for payment, except as permitted in 876
26 IAC 1-1-23 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding
27 the earnest money may release the earnest money as provided in this Agreement. If no provision is made in this
28 Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail. If neither Buyer
29 nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified
30 letter, Broker may release the earnest money to the party identified in the certified letter. Buyer and Seller agree to
31 hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of
32 earnest money in accordance with this Agreement and licensing regulations.
33

34 E. METHOD OF PAYMENT: (Check appropriate paragraph number)
35 1. CASH: The entire purchase price shall be paid in cash and no financing is required.
36

37 2. NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
38 Conventional Insured Conventional Other: _____ first
39 mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an
40 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
41 shall pay all costs of obtaining financing, except _____
42 _____
43 _____

44 Any inspections and charges, which are required to be made and charged to Buyer or Seller by the lender,
45 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or
46 regulations and shall supersede any provisions of this Agreement.
47

- 48
49 3. ASSUMPTION: (Attach Financing Addendum)
50
51 4. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)
52
53 5. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)
54
55

56 F. TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary to
57 complete this transaction or for approval to assume the unpaid balance of the existing mortgage within _____
58 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to
59 obtain financing in cooperation with the Broker and Seller. No more than _____ days after acceptance of the

60 Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a
61 commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an
62 extension of time for this purpose is mutually agreed to in writing.
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64 G. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before _____, or
65 within 30 days after After City Council approval, whichever is later or this Agreement
66 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
67 date above must be by mutual written agreement of the parties. The settlement or closing fee incurred in
68 conducting the settlement charged by the closing agent or company shall be paid by Buyer (included in
69 allowance, if provided) Seller Shared equally.
70

71 Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the
72 closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with
73 I.C. 27-07-3.7 et. seq.. Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally
74 to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as
75 so defined by statute.
76

77 H. **POSSESSION:** The possession of the Property shall be delivered to Buyer at closing or within _____
78 days beginning the day after closing by _____ A.M. P.M. noon or on or before _____
79 if closed. All crops planted upon the Property prior to _____, shall belong to Seller, and
80 Seller shall have access to the Property for the purpose of harvesting crops. All other crops belong to Buyer.
81

- 82 1. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is
83 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to
84 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and
85 personal property not included in the sale.
- 86 2. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by
87 Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing,
88 Buyer, at Buyer's option, may either (a) terminate this Agreement with prompt return of earnest money to
89 buyer or (b) elect to close the transaction, in which event Seller's right to all real property insurance
90 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
- 91 3. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the
92 day of possession.
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94 I. **SURVEY:** Buyer shall receive a (check one) **SURVEYOR LOCATION REPORT**, which is a survey where
95 corner markers are not set; **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are
96 set prior to closing; **WAIVED**, no survey unless required by lender; at (Check one) Buyer's expense
97 (included in allowance, if provided) Seller's expense Shared equally. The survey shall (1) be received
98 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all
99 improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to
100 conduct a survey, the Seller, the Listing and Selling Brokers, and all salespersons associated with Brokers are
101 released from any and all liability relating to any issues that could have been discovered by a survey. This release
102 shall survive the closing.
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104 J. **FLOOD AREA/OTHER:** Buyer may may not terminate this Agreement if the Property requires flood
105 insurance. Buyer may may not terminate this Agreement if the Property is subject to building or use
106 limitations by reason of the location, which materially interfere with Buyer's intended use of the Property.
107

108 K. **INSPECTIONS: (Check paragraph number 1 or 2)**
109

110 Buyer has been made aware that independent inspections disclosing the condition of the property are available
111 and has been afforded the opportunity to require such inspections as a condition of this Agreement.
112

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113 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
114 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own
115 examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with
116 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release
117 shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.
118

119 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**
120 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA,
121 or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by
122 licensed independent inspectors or qualified independent contractors selected by Buyer within the following
123 time periods.

(Property Address)

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

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 the 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 the Seller is unable or unwilling to remedy the defect to the 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.

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L. **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.

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Owner's Title Insurance Premium and that portion of Title Service Fees 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 Fees 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: _____

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.

M. **TAXES: (Check paragraph number 1 or 2)**

1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on May 10, 2019, 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.

(Property Address)

- 190 N. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or
191 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not
192 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall
193 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the
194 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in
195 assessments and that no governmental or private agency has served notice requiring repairs, alterations or
196 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date
197 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special
198 assessments for municipal improvements completed after the date of this Agreement.
199
- 200 O. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
201 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
202 writing to a different date and/or time.
203
- 204 **Note:** Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and
205 delivery of such offer/counter offer.
206
- 207 P. **COMMUNITY ASSOCIATION ("Association"):** Documents for a mandatory membership association shall be
208 delivered by the Seller to Buyer within _____ days after acceptance of this Agreement. If the Buyer does not
209 make a written response to the documents within _____ days after receipt, the documents shall be deemed
210 acceptable. In the event the Buyer does not accept the provisions in the documents and the provisions cannot be
211 waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer
212 promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within _____
213 days after Buyer's approval of the documents. Fees charged by the "Association", or its management
214 company, for purposes of verification of good standing and/or transfer of ownership shall be shared
215 equally by Buyer and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.
216
- 217 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.
218 Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site
219 conditions that could affect the Property.
220
- 221 Q. **PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS RECORDED PLATS AND EASEMENTS:** If the
222 Property is subject to and affected by certain recorded protective restrictions, covenants, limitations and easements
223 ("Covenants"), Seller shall furnish to Buyer a copy of the Covenants by the time evidence of title is provided. If the
224 Property is in a recorded subdivision, then Seller shall furnish to Buyer a copy of the recorded plat, amendments
225 and replats.
226
- 227 R. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
228 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled
229 to recover court costs and reasonable attorney's fees from the non-prevailing party.
230
- 231 S. **ENVIRONMENTAL REPRESENTATIONS OF SELLER.** To Seller's best knowledge, based on an inquiry of those
232 persons directly responsible for gathering the information, there does not currently exist any actual or potential
233 contamination of the soil, subsoil, ground water, or any other portion of the Property by any hazardous or toxic
234 substance or their constituents, or any underground tanks on the Property other than for the use of motor fuel or
235 heating oil for use and consumption of Seller on the premises, and no environmental filings have been made
236 concerning the Property with any governmental agency.
237
- 238 To Seller's best knowledge, based on an inquiry of those persons directly responsible for gathering information,
239 Seller has complied at all times with all applicable federal, state and local environmental laws and regulations,
240 including without limitation, the Indiana Responsible Property Transfer Law, as amended, the Comprehensive
241 Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery
242 Act, as amended, the Toxic Substance Control Act, Superfund Amendments and Reauthorization Act of 1986, any
243 of the regulations under them, and any other federal statute and any state statute or municipal ordinance creating
244 liability for the treatment, storage, disposal, arranging, or the existence on the Property of any hazardous or toxic
245 substance, including their constituents. If required, Seller shall timely furnish to Buyer an environmental disclosure
246 statement complying with the Indiana Responsible Property Transfer Law.
247
- 248 T. **MISCELLANEOUS:**
249
- 250 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association
251 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
 - 252 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence
253 insurance.
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(Property Address)

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- 3. The Indiana Sheriff's Sex Offender Registry exists (www.indianasheriffs.org) to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
- 4. Conveyance of this Property shall be by general Warranty Deed, or by _____, subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
- 5. Seller represents and warrants that Seller is not a "foreign person" (Individual or entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.
- 6. Any notice required or permitted to be delivered, shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
- 7. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.
- 8. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 9. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
- 10. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
- 11. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s). The parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.
- 12. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a multiple listing service, Internet or other advertising media, if any, to publish information regarding this transaction.
- 13. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
- 14. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
- 15. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____.
- 16. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

U. FURTHER CONDITIONS AND ZONING REQUIREMENTS (List and attach any addenda): _____

 Purchase is subject to City of Fort Wayne Board of
 Public Work approval & Common Council approval

V. ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

(Property Address)

BSZ
CS

321 W. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
322 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the
323 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a
324 professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the
325 condition of the Property.
326

327 X. **EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 12:00 A.M. P.M.
328 Noon the 19th day of December, this Purchase Agreement shall be null and void and all
329 parties shall be relieved and released of any and all liability or obligations.
330

331 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed
332 an original but all of which together shall constitute one and the same instrument. The parties agree that this
333 Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or
334 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document
335 shall be promptly delivered, if requested.
336

337 Patrick Zaharany 12/12/13
338 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

340
341 PATRICK ZAHARANY CITY ENGINEER
342 PRINTED PRINTED

344
345 **SELLER'S RESPONSE:** (Check appropriate paragraph):

346
347 This 12 day of 12, at 11 A.M. P.M. Noon
348

349 1. The above offer is Accepted.

350
351 2. The above offer is Rejected.

352
353 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and
354 the Counter Offer.

355 Old Prairie Products, Inc.

356 Allen L. Poorman 12-12-13
357 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

359
360 Allen L. Poorman, President
361 PRINTED PRINTED
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(Property Address)

Page 6 of 6 (Unimproved Purchase Agreement)

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

updated vacant

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 and Old Prairie Products, Inc. for 19.2 acres of land located in SW ¼ of S28, T30N, R12E in Wayne Township, Allen County, Indiana
Awarded To	Old Prairie Products
Amount	\$144,000.00
Conflict of interest on file?	Yes
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 <i>(State, Federal, Piggyback--Authority)</i>	Purchase Agreement between City of Fort Wayne and Old Prairie Products, Inc. for the acquisition 19.2 acres of land located in SW ¼ of S28, T30N, R12E in Wayne Township, Allen County, Indiana
Sole Source/ Compatibility Justification	N/A

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

Most Responsible, Responsive Lowest	N/A
If not lowest, explain	

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	N/A
--	-----

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	City acquiring real estate create wooded wetlands to off set other wetlands affected by other City road projects

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

<i>Account Information.</i>	CEDIT

BILL NO. R-19-02-04

REPORT OF COMMITTEE ON FINANCE

February 19, 2019

Jason Arp Chair



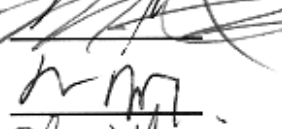
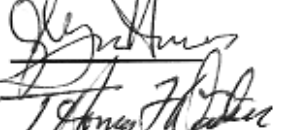
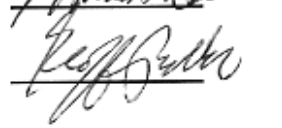
Russ Jehl Co-Chair

All Council Members

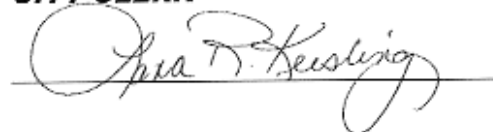
A Resolution approving the purchase of certain real estate for the City of Fort Wayne

The purchase price for the property is \$144,000.00

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

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
_____	_____	_____	_____

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilman Arp.

Read the second time by title and referred to the Finance Committee.

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

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

DATED: February 26, 2019


LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Resolution No. R-19-02-04 on the 26th day of February, 2019


LANA R. KEESLING
CITY CLERK


PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th
of February 2019, at the hour of 9:40 o'clock A.M. E.S.T.


LANA R. KEESLING, CITY CLERK

Approved and signed by me this 28th day of FEBRUARY

2019, at the hour of 1:30 o'clock PM E.S.T.


THOMAS C. HENRY, MAYOR

FORT WAYNE, INDIANA
RECEIVED
MAR 01 2019
LANA R. KEESLING
CITY CLERK