

3 A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FORT
4 WAYNE, INDIANA APPROVING THE FIRST AMENDMENT TO
5 MASTER SUBLEASE AGREEMENT OF A PORTION OF THE PUBLIC
6 SAFETY ACADEMY OF NORTHEAST INDIANA FROM IVY TECH
7 COMMUNITY COLLEGE OF INDIANA TO CITY OF FORT WAYNE

8 WHEREAS, the City of Fort Wayne, Indiana (the "City"), entered into a
9 Master Sublease Agreement ("MSA") on November 1, 2012 pursuant to which Ivy Tech
10 Community College of Indiana ("Ivy Tech") subleased from the City the real estate
11 commonly known as the "Public Safety Academy" or "PSA", located at 7602 Patriot
12 Crossing, Fort Wayne, IN 46816; and

13 WHEREAS, the original term of the MSA, as set forth therein, expires on
14 December 31, 2022; and

15 WHEREAS, pursuant to Section 20 of the MSA, it was intended that the
16 PSA would be conveyed by the City to Ivy Tech upon expiration of the MSA term; and

17 WHEREAS, Ivy Tech has decided it no longer has a need for the PSA
18 building and the City has determined it desires to retain ownership of the PSA building
19 following expiration of the MSA; and

20 WHEREAS, the City and Ivy Tech have determined it is in their mutual
21 interest to terminate the MSA one year earlier than originally planned; and

22 WHEREAS, by mutual agreement, the City and Ivy Tech desire to amend
23 the MSA to change the expiration date and eliminate the planned conveyance of the
24 PSA to Ivy Tech in accordance with the terms of the First Amendment to Master
25 Sublease Agreement; and

26 WHEREAS, there have been presented to this Common Council (i) the
27 MSA which is attached as Exhibit A attached hereto and incorporated herein and (ii) a
28 form of First Amendment to Master Sublease Agreement attached as Exhibit B hereto
29 and incorporated herein;

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

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1. The Common Council hereby approves of the City and Ivy Tech terminating the MSA one year earlier than originally planned. The Common Council hereby approves of the First Amendment to Master Sublease Agreement and authorizes the Mayor and the Clerk of the City to execute and attest, respectively, the First Amendment to Master Sublease Agreement with such changes as may be necessary or appropriate on the advice of counsel with such execution and attestation to evidence approval of such changes.


2. The Common Council hereby authorizes and directs the Mayor and the Clerk of the City to execute and attest, respectively, any and all documents and agreements reasonably necessary to consummate the transactions contemplated by the First Amendment to Master Sublease Agreement, with any such agreements, documents or instruments to be in such form and substance as the Mayor and the Clerk shall, in their discretion, approve, and the execution and delivery of said documents by the Mayor and the Clerk shall be conclusive evidence of the approval thereof by the Common Council.

3. 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

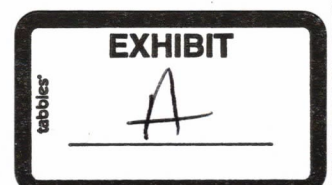
MASTER SUBLEASE AGREEMENT

THIS MASTER SUBLEASE AGREEMENT (this "Master Sublease") is executed as of the 1st day of November, 2012, by and between The City of Fort Wayne, an Indiana municipal corporation ("Sublessor"), and Ivy Tech Community College of Indiana, an instrumentality of the State of Indiana established by IC 21-22 ("Sublessee"). This Master Sublease Agreement shall supersede and terminate any lease or sublease agreement previously entered into between the parties.

Sublessee's Contact:	Ivy Tech Community College Attn: Executive Director of Facilities
Sublessee's Address:	3800 N. Anthony Boulevard Fort Wayne, In 46805-1430
Sublessee's Telephone No.:	260/482-9171
Premises:	The improved real estate containing approximately 15.25 acres and located at 7602 Patriot Crossing, Fort Wayne, Indiana 46816, as shown on attached Exhibit A.
Building:	The two (2) story, 132,000 square foot building commonly known as "The Public Safety Academy", as shown on attached Exhibit A.
Sublease Term:	Beginning on the Commencement Date and ending on December 31, 2022.
Commencement Date:	November 1, 2012
Rent:	Sublessee shall pay to Sublessor as rental the sum of One Dollar (\$1.00) per year commencing on the Commencement Date and annually thereafter on each anniversary date of the Commencement Date during the Sublease Term.

1. Granting Clause. In consideration of the mutual obligations of Sublessee and Sublessor hereunder, Sublessor leases to Sublessee, and Sublessee leases from Sublessor, the Premises for the Sublease Term, subject to the terms and conditions of this Master Sublease.

2. Acceptance of Premises. Sublessee understands and agrees that the Premises shall be Subleased by Sublessee in its as-is condition without any improvements, alterations or repairs by Sublessor.



3. Use. The Premises shall be used for the management, administration and operation of a two (2) year community college and related activities and such other lawful uses as are incidental thereto. Sublessee shall use, occupy, and maintain the Premises in: (a) a careful, safe and proper manner; and (b) compliance with all laws, statutes, ordinances, codes, regulations, orders, judgments, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises, including, without limitation, the Americans With Disabilities Act (collectively, the "Legal Requirements"). Sublessee shall not: (a) commit waste, overload the floor (load typical of buildings of this type) or structure of the Premises or subject the Premises to use that would damage the Premises; (b) permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises; (c) take any other action that would constitute a nuisance or disturb, unreasonably interfere with, or endanger Sublessor or any other subtenants of the Building; or (d) use or permit the Premises to be used for any purpose or in any manner that would void Sublessee's or Sublessor's insurance, increase the insurance risk or premium, or cause the disallowance of any sprinkler credits. If any increase in the cost of any insurance on the Premises or the Project is caused by Sublessee's use or occupation of the Premises, or because Sublessee vacates the Premises, then Sublessee shall pay the amount of such increase.

4. Operating Expenses.

(a) Sublessee shall pay all of the Operating Expenses associated with the Building and the Premises commencing on the Commencement Date. The term "Operating Expenses" means all costs and expenses incurred by Sublessor with respect to the maintenance, operation, repair and replacement of the Building and the Premises, including, without limitation: (i) charges for utilities; (ii) costs and expenses for maintenance, repair and replacement of the Building including, without limitation, the cost and expense of: (A) required capital repairs, replacements, and improvements; and (B) alterations and modifications required to comply with any Legal Requirements; (iii) janitorial services and supplies; (iv) trash removal; (v) the cost of maintaining, repairing or replacing HVAC, mechanical, plumbing, electrical and ventilation systems serving the Premises, including but not limited to the building systems equipment described on attached Exhibit B (but excluding the building systems equipment which is the responsibility of Sublessor as described on attached Exhibit B); (vi) security (vii) charges and assessments under any declaration to which the Building or the Premises is subject; (viii) the cost of maintaining, repairing and replacing the roof, foundation, windows and exterior walls of the Building, the parking areas, driveways, landscaping and grounds around the Premises and all other components of the Building and the Premises; (ix) property management fees with respect to the Building payable to a property manager; and (x) Real Estate Taxes, if any, (as hereinafter defined).

5. Insurance.

(a) Sublessee, at its expense, shall maintain during the Sublease Term: (i) all risk property insurance covering the full replacement cost of the Building and all other property and improvements to the Premises; (ii) worker's compensation insurance with no less than the minimum limits required by law; (iii) employer's liability insurance with such limits as required by law; and (iv) commercial liability insurance, with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of Two Million Dollars (\$2,000,000.00) for property damage, personal injuries, or deaths of persons occurring in or about the Premises. Sublessor may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Sublessor as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies that are

reasonably acceptable to Sublessor, not be cancelable unless thirty (30) days' prior written notice shall have been given to Sublessor, contain a hostile fire endorsement and a contractual liability endorsement and provide primary coverage to Sublessor (any policy issued to Sublessor providing duplicate or similar coverage shall be deemed excess over Sublessee's policies). Such policies or certificates thereof shall be delivered to Sublessor by Sublessee upon commencement of the Sublease Term and upon each renewal of said insurance.

6. Sublessee's Services and Repairs.

(a) Sublessee shall furnish to the Premises water and electricity twenty-four (24) hours per day. Heating, ventilation, air conditioning, lighting, natural gas and waste utilities shall be furnished during normal business hours, 7:00 A.M. through 10:00 P.M. Monday through Friday and on Saturday as needed. Sublessee shall provide janitorial service Monday through Friday (excluding legal holidays) consistent with the prevailing standard for Class A commercial office buildings in the Metropolitan Fort Wayne area (the "Applicable Standard"). Background checks on all individuals providing janitorial service for the Building shall have been conducted by the Fort Wayne Police Department. Except as provided in the Sub-Sublease (as hereinafter defined) with respect to janitorial services, Sublessee shall maintain, consistent with the Applicable Standard, all hallways, stairways, elevators, common restrooms, pedestrian sidewalks, parking areas, landscaped areas and other common areas of the Building and the Premises. Window washing on the exterior windows and glass shall be performed not less than ~~three (3)~~ ^{two (2)} times a year. Sublessee shall provide reasonable security services for the Building and the Premises.

(2)

JAM — (b) Sublessee, as an Operating Expense, shall maintain: (i) the structural soundness of the roof, foundation, and exterior walls of the Building in good repair; and (ii) the parking areas and other common areas of the Building, including, without limitation, driveways, alleys, landscape and grounds surrounding the Premises. The term "walls" as used in this Section shall include windows, glass or plate glass, and doors. Sublessee shall also maintain, repair and replace as necessary, the electrical, plumbing, heating, ventilation, air conditioning, mechanical and all other building systems serving the Premises and/or the Building.

7. Alterations.

(a) Any alterations, additions, or improvements made by or on behalf of Sublessee to the Premises (the "Alterations") shall be subject to Sublessor's prior written consent, which shall not be unreasonably delayed or withheld. Sublessee, at its expense, shall: (i) cause all Alterations to comply with insurance requirements and with Legal Requirements; and (ii) construct any alteration or modification required by Legal Requirements as a result of any Alterations. All Alterations shall be constructed in a good and workmanlike manner by contractors reasonably acceptable to Sublessor, and only quality grades of materials shall be used. All plans and specifications for any Alterations shall be submitted to Sublessor for its approval. Sublessor may monitor construction of the Alterations. Sublessor's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Sublessor shall have no duty to see that such plans and specifications or construction comply with Legal Requirements.

(b) All Alterations and any leasehold improvements constructed by Sublessee shall remain on the Premises as Sublessee's property..

(c) Sublessee, at its own cost and expense and without Sublessor's prior approval, may erect such shelves, cabinetry, and trade fixtures (the "Trade Fixtures") in the ordinary course of

its business; provided that such items do not alter the basic character of the Premises, do not overload or damage the Premises, may be removed without injury to the Premises, and the construction, erection, and installation thereof complies with all Legal Requirements and with Sublessor's requirements set forth above.

(d) Sublessee shall be obligated to make improvements to the Building and the Premises in order to comply with applicable federal, state, county, and local laws and regulations.

8. **Signs.** Sublessee may install, maintain, change and remove any signs on or about the Demised Premises, with Sublessor's prior consent, which consent shall not be unreasonably delayed or withheld. Sublessee shall bear the cost of installing, maintaining, changing and removing any signs on or about the Demised Premises. Sublessee shall procure all necessary permits for, and comply with all applicable governmental regulations with respect to, the installation or maintenance of signs.

9. **Personal Property.** Sublessor is the owner of the equipment and personal property described in Schedule 1 attached hereto and made a part hereof. Sublessee is the owner of the personal property described in Schedule 2 attached made a part hereof. Sublessor and Sublessee shall each be responsible for the maintenance, repair and replacement of their respective equipment and items of personal property.

10. **Casualty.** If, at any time during the Sublease Term, the Building is damaged by a fire or other casualty, then Sublessee shall notify Sublessor within thirty (30) days after such damage as to the amount of time Sublessee reasonably estimates it will take to restore the Premises. Sublessee promptly shall restore the Premises, subject to delays arising from the collection of insurance proceeds or from events of Force Majeure (as hereinafter defined).

11. **Assignment and Subletting.**

(a) Sublessee shall not: (i) assign this Master Sublease; (ii) mortgage, pledge, or hypothecate its subleasehold interest; or (iii) grant any concession or license within the Building or the Premises; any attempt to do any of the foregoing shall be void and of no effect (any of the above being an "Assignment").

(b) Sublessee may sub-sublease the Building or any portion thereof with the Sublessor's prior written consent which consent shall not be unreasonably delayed or withheld. As additional consideration for Sublessor entering into this Master Sublease, Sublessee, in its capacity as Sub-sublessor, agrees to enter into a Sub-sublease for a portion of the Building with Sublessor, in its capacity as Sub-sublessee, in substantially the form attached hereto as Exhibit C (the "Sub-sublease").

12. **Mutual Indemnification.**

(a) Sublessee shall defend, protect, indemnify and hold harmless Sublessor and Sublessor's directors, officers, employees, representatives, divisions and authorized agents (collectively, "Sublessor's Agents") against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees, costs and disbursements) arising from (i) the use of the Premises or the Building by Sublessee or sublessee's sub-subSublessees, assignees, invitees, employees, contractors and agents (collectively, "Sublessee's Agents"), or from any activity done, permitted or suffered by Sublessee or Sublessee's Agents in or about the Premises or the Building, and

(ii) any act, neglect, fault, willful misconduct or omission of Sublessee or Sublessee's Agents, or from any breach or default in the terms of this Master Sublease by Sublessee or Sublessee's Agents, and (iii) any action or proceeding brought on account of any matter in items (i) or (ii). If any action or proceeding is brought against Sublessor by reason of any such claim, upon notice from Sublessor, Sublessee shall defend the same at Sublessee's expense by counsel reasonably satisfactory to Sublessor. To the extent permitted by law, and as a material part of the consideration to Sublessor, Sublessee hereby releases Sublessor and Sublessor's Agents from responsibility for, waives its entire claim of recovery for and assumes all risk of (A) damage to property or injury to persons in or about the Premises or the Building from any cause whatsoever (except that which is caused by the sole active gross negligence or willful misconduct of Sublessor or Sublessor's Agents or by the failure of Sublessor to observe any of the terms and conditions of this Master Sublease). (B) loss resulting from business interruption or loss of income on the Building. The obligations of Sublessee under this Section 12 shall survive any termination of this Master Sublease. The foregoing indemnity shall not relieve any insurance carrier of its obligations under any policies required to be carried by either party pursuant to this Master Sublease, to the extent that such policies cover the peril or occurrence that results in the claim that is subject to the foregoing indemnity.

(b) Sublessor shall indemnify and hold harmless Sublessee and Sublessee's Agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from (i) the gross negligence or willful misconduct of Sublessor or Sublessor's Agents, (ii) any breach or default in the terms of this Master Sublease by Sublessor or Sublessor's Agents, or (iii) any action or proceeding brought on account of any matter in items (i) or (ii). If any action or proceeding is brought against Sublessee by reason of any such claim, upon notice from Sublessee, Sublessor shall defend the same at Sublessor's expense by counsel reasonably satisfactory to Sublessee.

13. Inspection and Access. Sublessor and its agents, employees, and contractors may enter the Building at any reasonable time after reasonable notice to Sublessee (except that notice shall not be required in the case of an emergency) to inspect the condition of the Building and to make such repairs as may be required but has failed to make pursuant to this Master Sublease and for any other business purpose. In addition, Sublessor may conduct quarterly inspections of the Building's HVAC, electrical, mechanical, plumbing, ventilation and other building systems to confirm that such systems are being properly serviced, maintained, repaired and replaced by Sublessor.

14. Quiet Enjoyment. If Sublessee performs all of its obligations under this Master Sublease, then, subject to the terms and conditions of this Master Sublease, Sublessee at all times during the Sublease Term, shall have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Sublessor.

15. Events of Default. Each of the following events shall be an "Event of Default":

(a) Sublessee or any guarantor of Sublessee's obligations hereunder shall: (i) make a general assignment for the benefit of creditors; (ii) commence or consent to any case, proceeding or other action seeking: (A) to have an order for relief entered on its behalf as a debtor; (B) to adjudicate it a bankrupt or insolvent; (C) reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts; or (D) appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (each, a "Proceeding for Relief"); (iii) become the subject of any Proceeding for Relief that is not

dismissed within sixty (60) days of its filing or entry; or be dissolved or otherwise fail to maintain its legal existence.

(b) Any insurance required to be maintained by Sublessee pursuant to this Master Sublease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, unless replacement insurance has previously been obtained.

(c) Sublessee shall fail to discharge any lien placed upon the Building or the Premises in violation of this Master Sublease within thirty (30) days after written notice of any such lien or encumbrance is filed against the Premises.

(d) Sublessee shall attempt or there shall occur any Assignment, except as permitted in this Master Sublease.

(e) Sublessee shall fail to comply with any provision of this Master Sublease, and such failure shall continue for more than thirty (30) days after Sublessor shall have given Sublessee written notice of such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, then after such period of time as is reasonably necessary so long as Sublessor has commenced such cure within thirty (30) days and is diligently proceeding thereafter to effectuate such cure).

16. Sublessor's Remedies.

(a) Upon each occurrence of an Event of Default, Sublessor, at its election, may: (i) terminate this Master Sublease and Sublessee's right of possession (but Sublessee shall remain liable as hereinafter provided); and (ii) terminate Sublessee's right of possession without terminating the Master Sublease (and Sublessee shall remain liable as hereinafter provided); and/or (iii) pursue any other remedies at law or in equity. Upon the termination of this Master Sublease or termination of Sublessee's right of possession, Sublessor, without formal demand or notice of any kind, may re-enter the Premises as permitted by law and remove Sublessee and all persons and property therefrom. If Sublessor re-enters the Premises, Sublessor shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Building.

(b) If Sublessor terminates this Master Sublease (and Sublessee's right of possession), then Sublessor may recover from Sublessee the sum of: (i) the costs of recovering the Premises and removing and storing Sublessee's or any other occupant's property (the "Recovery Costs"); (ii) the costs of resubletting the whole or any part of the Building, including, without limitation: (A) brokerage fees and/or leasing commissions incurred by Sublessor; and (B) costs of repairing, altering, remodeling, or otherwise putting the Building into condition that Sublessor deems would be acceptable to a new sub-sublessee or sub-sublessees (the "Reletting Costs"); (iii) all reasonable costs incurred by Sublessor in pursuing Sublessor's Remedies, including, without limitation, reasonable attorneys' fees and court costs (the "Remedies Costs"); and (iv) an amount equal to the total Operating Expenses which Sublessee would have been obligated to pay hereunder for the remainder of the Sublease Term (calculated by determining the average amount of Operational Expenses paid by or on behalf of Sublessee annually during the three (3) years preceding the termination of the Master Sublease and multiplying such amount by the number of years (and partial years) remaining in the Sublease Term) (the "Operating Expense Costs").

(c) If Sublessor terminates Sublessee's right of possession (but not this Master Sublease), then Sublessor may, but shall be under no obligation to, relet the Building for the account of Sublessee for such rent and upon such terms and conditions as shall be satisfactory to Sublessor, without thereby releasing Sublessee from any liability hereunder and without demand or notice of any kind to Sublessee. For the purpose of such reletting, Sublessor is authorized to undertake any repairs, alterations, remodeling, or other work to put the Building into condition that Sublessor deems would be acceptable to a new sublessee or sublessees. If the Building is not relet, then Sublessee shall pay to Sublessor as damages a sum equal to the Recovery Costs, the Reletting Costs, the Remedies Costs, and the Operating Expense Costs, until Sublessor elects in writing to terminate the Master Sublease, at which time, Sublessee shall pay to Sublessor damages calculated pursuant to Section 16(b). If the Building is re-sublet and a sufficient sum shall not be realized from such reletting to cover the Recovery Costs, the Reletting Costs, the Remedies Costs, and the Operating Expense Costs, then Sublessee immediately shall satisfy and pay any such deficiency. Any such payments due Sublessor shall be made upon demand therefor from time to time, and Sublessor may file suit to recover any sums falling due from time to time. Notwithstanding any such re-subletting without termination, Sublessor may at any time thereafter elect in writing to terminate this Master Sublease, at which time, Sublessee shall pay to Sublessor damages calculated pursuant to Section 16(b).

(d) Exercise by Sublessor of any one (1) or more of Sublessor's Remedies shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Master Sublease by Sublessor, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Sublessor and Sublessee. Any law, usage, or custom to the contrary notwithstanding, Sublessor shall have the right at all times to enforce the provisions of this Master Sublease in strict accordance with the terms and conditions hereof (by injunction, specific performance, or any other legal or equitable remedy); and the failure of Sublessor at any time to exercise any one (1) or more of Sublessor's Remedies or enforce any one (1) or more of Sublessee's obligations strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms and conditions of this Master Sublease or as having modified the same. Sublessee and Sublessor further agree that forbearance or waiver by Sublessor to exercise any one (1) or more of Sublessor's Remedies or enforce any one (1) or more of Sublessee's obligations shall not be a waiver of Sublessor's right to exercise any one (1) or more of Sublessor's Remedies or enforce any one (1) or more of Sublessee's obligations in connection with any subsequent default.

(e) A receipt by Sublessor of Rent or other payment with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by Sublessor of any provision of this Master Sublease shall be deemed to have been made unless expressed in writing and signed by Sublessor. Any re-subletting of the Building shall be on such terms and conditions as Sublessor, in its sole discretion, may reasonably determine (including, without limitation, a term different than the remaining Sublease Term, rental concessions, alterations and repair of the Building, and sublease of less than the entire Premises to any Sub-sublessee.. Sublessor shall not be liable, nor shall Sublessee's obligations hereunder be diminished, because of Sublessor's failure to re-sublet the Building or collect rent due in respect of such reletting.

17. Sublessor Default. Sublessor shall not be in default hereunder (a "Sublessor Event of Default") unless Sublessor fails to perform any of its obligations hereunder within thirty (30) days after written notice from Sublessee specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, then after such

period of time as is reasonably necessary so long as Sublessor has commenced such cure within thirty (30) days and is diligently proceeding thereafter to effectuate such cure). Upon the occurrence and during the continuance of a Sublessor Event of Default, Sublessee shall have the following rights and remedies in addition to any rights and remedies available to Sublessee at law or in equity: (a) if the Sublessor Event of Default is proven to have rendered Sublessee's use and occupancy of the Premises uninhabitable for at least thirty (30) consecutive business days, and Sublessee ceases to do business in the Premises for the entire period while the Premises are uninhabitable, then Sublessee may, by providing Sublessor with at least ten (10) days' prior written notice, elect to terminate this Master Sublease in which event the Sublessee shall be relieved of any liability accruing after the effective date of termination of this Master Sublease (provided that if Sublessor shall cure any such Sublessor Event of Default after receipt of such notice from Sublessee but prior to the termination date of this Master Sublease, then Sublessee's election to terminate this Master Sublease shall be null, void and of no force or effect whatsoever, and this Master Sublease shall continue in full force and effect). All such obligations of Sublessor under this Master Sublease will be binding upon Sublessor only during the period of its ownership of the Premises and not thereafter. The term "Sublessor" in this Master Sublease shall mean only the owner, for the time being, of the Premises, and, in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Sublessor thereafter accruing, but such obligations shall be binding during the Sublease Term upon each new owner for the duration of such owner's ownership. Any liability of Sublessor under this Master Sublease shall be limited solely to its interest in the Premises, and in no event shall any personal liability be asserted against Sublessor in connection with this Master Sublease nor shall any recourse be had to any other property or assets of Sublessor.

18. Waiver of Jury Trial. Sublessee and Sublessor waive any right to trial by jury or to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, between Sublessor and Sublessee arising out of this Master Sublease or any other instrument, document, or agreement executed or delivered in connection herewith or the transactions related hereto.

19. Subordination. This Master Sublease and Sublessee's interest and rights hereunder are and shall in all events be subject and subordinate during the Sublease Term to: (a) that certain Trust Indenture and Mortgage between Fort Wayne Municipal Building Corp., as Mortgagor, and LaSalle Bank National Association, Trustee, as Mortgage, dated as of June 1, 2006 (the "Mortgage"), and (b) that certain Lease between Fort Wayne Municipal Building Corp., as Lessor, and the City of Fort Wayne, Indiana, as Lessee, dated as of February 1, 2006, and all amendments and restatements, renewals and modifications thereof (the "Lease").

20. Conveyance of Premises. Provided Sublessee is not then in default under this Master Sublease, upon the expiration of the Sublease Term, Sublessor shall cause the Premises to be conveyed to Sublessee pursuant to and in accordance with Section 17 of the Lease.

21. Mechanic's Liens. Sublessee has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Sublessor or Sublessee in, the Premises or the Building. Sublessee shall: (a) pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises; (b) save and hold Sublessor harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Sublessor in the Premises or under this Master Sublease; (c) give Sublessor immediate written notice of the placing of any lien or encumbrance

against the Premises; and (d) cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided that Sublessee may contest such liens or encumbrances as long as: (i) such contest prevents foreclosure of the lien or encumbrance; and (ii) Sublessee causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Sublessor within such thirty (30) day period.

22. Estoppel Certificates. Sublessee agrees, from time to time, within ten (10) business days after the request of Sublessor, to execute and deliver to Sublessor, or Sublessor's designee, any estoppel certificate requested by Sublessor, stating that this Master Sublease is in full force and effect, that Sublessor is not in default hereunder (or specifying in detail the nature of Sublessor's default), the termination date of this Master Sublease and such other matters pertaining to this Master Sublease as may be requested by Sublessor.

23. Environmental Requirements.

(a) Except for Hazardous Material (as hereafter defined) contained in products used by Sublessee in quantities for ordinary cleaning and office purposes, Sublessee shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Sublessor's prior written consent. Sublessee, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements (as hereinafter defined), and shall remediate in a manner satisfactory to Sublessor any Hazardous Materials released on or from the Premises by Sublessee, its agents, employees, contractors, subSublessees or invitees. Sublessee shall complete and certify to disclosure statements as requested by Sublessor from time to time relating to Sublessee's transportation, storage, use, generation, manufacture, or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including, without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Sublessee is and shall be deemed to be the "operator" of Sublessee's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Sublessee, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

(b) Sublessee shall indemnify, defend, and hold Sublessor harmless from and against any and all losses (including, without limitation, diminution in value of the Premises claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the Premises in breach of the requirements of this Section, regardless of whether such removal or management is required by law) that are brought or recoverable against, or suffered or incurred by Sublessor as a result of any release of Hazardous Materials for which

Sublessee is obligated to remediate as provided above or any other breach of the requirements under this Section by Sublessee, its agents, employees, contractors, sub-sublessees, assignees or invitees, regardless of whether Sublessee had knowledge of such noncompliance. The obligations of Sublessee under this Section shall survive any termination of this Master Sublease.

(c) Sublessor hereby represents and warrants that to Sublessor's actual knowledge as of the date of this Lease, there are no Hazardous Materials located in/on the Premises in violation of applicable Environmental Requirements.

24. Force Majeure. Sublessor shall not be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, newly enacted or enforced governmental restrictions, newly enacted or enforced governmental regulations, new enacted or enforced governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Sublessor (collectively, "Force Majeure").

25. Entire Agreement. This Master Sublease (including the exhibits hereto) constitutes the complete agreement of Sublessor and Sublessee with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Sublessor or Sublessee, or anyone acting on behalf of Sublessor or Sublessee, that are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Master Sublease may not be amended except by an instrument in writing signed by both parties hereto.

26. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Master Sublease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Master Sublease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

27. Brokers. Sublessee represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, and Sublessee agrees to indemnify and hold Sublessor harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Sublessee with regard to this subleasing transaction.

28. Miscellaneous.

(a) Any payments or charges due from Sublessee to Sublessor hereunder shall be considered Rent for all purposes of this Master Sublease.

(b) If and when included within the term "Sublessee," as used in this instrument, there is more than one (1) person, firm or corporation, each shall be jointly and severally liable for the obligations of Sublessee.

(c) All notices required or permitted to be given under this Master Sublease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand delivery addressed to the parties as follows:

To Sublessor:
City of Fort Wayne, Indiana
Citizens Square
200 East Berry Street
Fort Wayne, Indiana 46802
Attn: Controller
Suite 470

To Sublessee:
Ivy Tech Community College
3800 North Anthony Boulevard
Fort Wayne, Indiana 46005-1430
Attn: Chancellor

Ivy Tech Community College
50 West Fall Creek Parkway North Drive
Indianapolis, IN 46208
Attn: General Counsel

Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notices shall be deemed given upon delivery.

(d) Except as otherwise expressly provided in this Master Sublease or as otherwise required by law, Sublessor retains the absolute right to withhold any consent or approval.

(e) Neither this Master Sublease nor a memorandum of lease shall be filed by or on behalf of Sublessee in any public record.

(f) The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Master Sublease or any exhibits or amendments hereto.

(g) The submission by Sublessor to Sublessee of this Master Sublease shall have no binding force or effect, shall not constitute an option for the subleasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Master Sublease by both parties.

(h) Words of any gender used in this Master Sublease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Master Sublease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Master Sublease, or any provision hereof, or in any way affect the interpretation of this Master Sublease.

(i) Construction and interpretation of this Master Sublease shall be governed by the laws of the state of Indiana, excluding any principles of conflicts of laws.

(j) Time is of the essence as to the performance of Sublessee's obligations under this Master Sublease.

(k) All exhibits attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits and the terms of this Master Sublease, such exhibits shall control.

WITNESS WHEREOF, Sublessor and Sublessee have executed this Master Sublease as of the day and year first set forth above.

SUBLESSOR:

City of Fort Wayne, Indiana

By: Patricia A. Roller

Printed: Patricia A. Roller

Title: Controller

ATTEST:

By: Jeanne Cook

Printed: Jeanne Cook

Title: Administrative Asst.

SUBLESSEE:

Ivy Tech Community College of Indiana

By: Jerrilee Mosier

Jerrilee Mosier, Chancellor
Jerrilee

By: Thomas J. Snyder
Thomas J. Snyder, President

INDEX TO EXHIBITS AND SCHEDULES

Exhibit A	Depiction of Building and Premises
Exhibit B	Building Systems Equipment to be maintained by Sublessee, and Sublessor.
Exhibit C	Sub-Sublease Agreement between Ivy Tech Community College of Indiana, as Sub-sublessor and the City of Fort Wayne, Indiana, and Sub-sublessee, dated as of November 1, 2012
Schedule 1	Equipment and Personal Property owned by Sublessor
Schedule 2	Equipment and Personal Property owned by Sublessee

A handwritten signature in black ink, appearing to be 'JMM', is written over a horizontal line.

EXHIBIT A

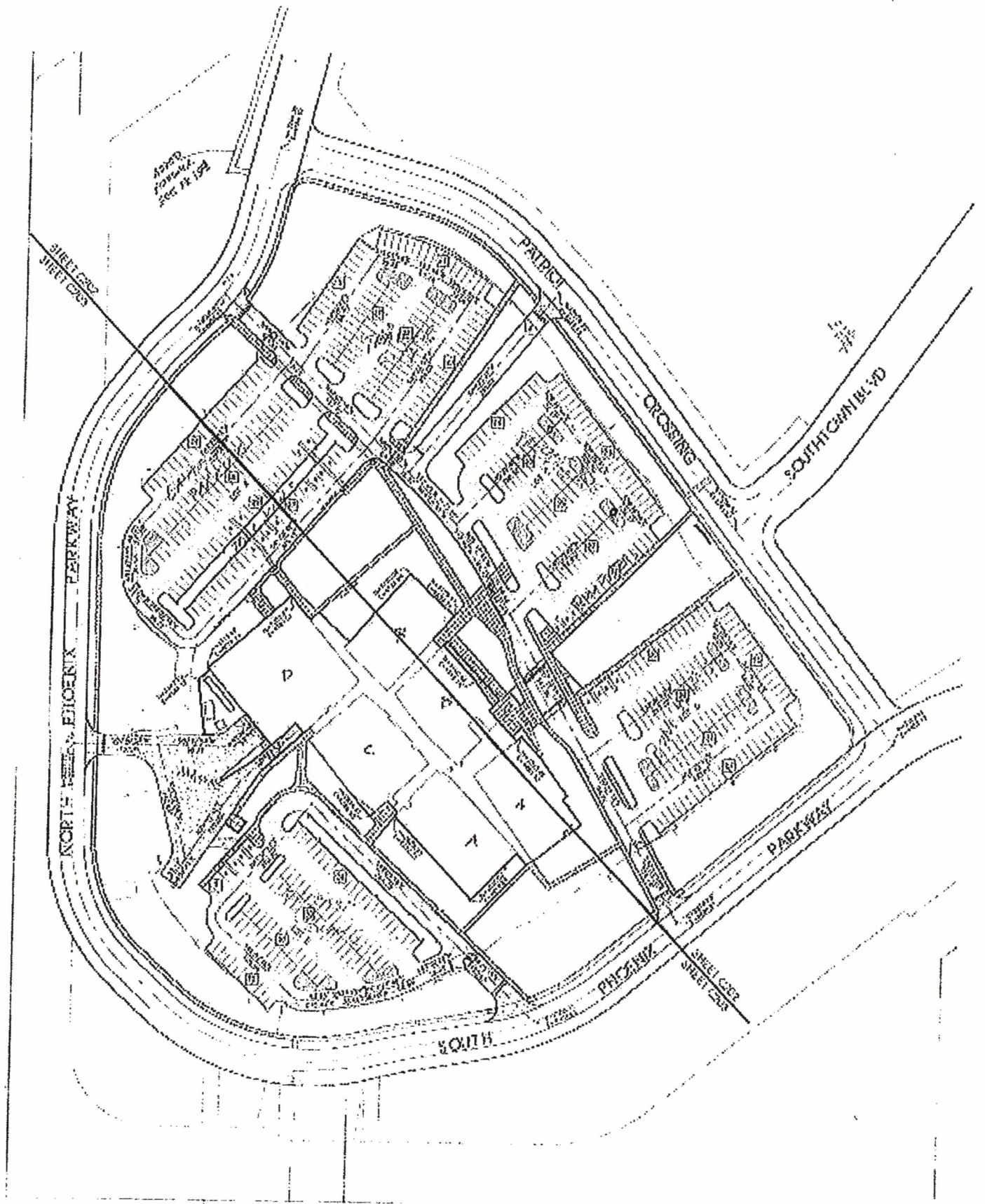


Exhibit B

Sublessor - Building HVAC and Systems Equipment Responsibilities

Sublessor shall maintain and assume costs for repairs associated with the air-handling units, lighting and electrical equipment which serve the firing range, apparatus bay, data storage room and EOC/DOC. This shall include all related filters, motors, drives, diffusers, grilles, louvers, fans, coils, lamps, etc. that are internal or sub-components to the listed equipment.

Firing Range and Apparatus Bay

AHU-1

AHU-2

VAV 15.3 in the firing range control area

EF-1, 2.1, 2.2, 15.1, 15.2, 15.3

Energy Recovery Unit ER-1

VAV 15.1, 15.2 in the apparatus bay workshop and storage rooms

UH-1.1, 1.2, 1.3, 1.4, 1.5, 1.6

Gas Fired Radiation Units in Apparatus Bay

Firing Range and Apparatus Bay plumbing fixtures and heaters

Data Storage Room

Uninterruptible Power System equipment

Trane split system HVAC system with Air Cooled Condensing Units on Roof

EOC/DOC Area

VAV 4.8, 4.9, 4.10, 4.12

AHU- 4, 11, 12, 13

FCU 4.3, 4.5

EF 4.1, 4.2

ACCU-11, 12, 13

EOC/DOC Area plumbing fixtures

Temperature Control System

Siemens Staefa and all related sub-components

The City of Fort Wayne requires remote internet access to the system for monitoring and control capability if an acceptable arrangement can be achieved between both parties. The City will need to have its own control over the Firing Range, Apparatus Bay and EOC/DOC at times when IVY TECH is not in the building.

Sublessee - Building HVAC and Systems Equipment Responsibilities

Sublessee shall maintain and assume costs for repairs associated with the HVAC, lighting, electrical and building equipment which serves all other areas not listed under the City's responsibilities. This shall include all related filters, motors, drives, fans, diffusers, grilles, louvers, coils, bulbs, etc. that are internal or sub-components to the listed equipment. Sublessee shall exercise due diligence for this equipment in accordance with each specific manufacturer's instructions and guidelines for proper care of said equipment. Sublessor reserves the right to inspect the equipment, contracts and maintenance logs for said equipment on a quarterly basis as required.

Chiller

Cells- A, B and C

Boilers

B-1, B-2, B-3

Temperature Control System

Siemens Staefa and all related sub-components

Central System Pumps

P-4, P-5, P-6, P-7, P-8, P-9

General Area Air Handling Units

AHU- 3, 5, 6, 7, 8, 9, 10, 14, 15

General Area VAV Boxes

VAV 3.1, 3.2

VAV 4.1, 4.2, 4.3, 4.4 in weight room, locker rooms and gathering area

VAV 4.6 in the second floor Spillman computer lab room B209

VAV 4.7 in room B208

VAV 4.11 in room B204

VAV 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, in second floor classrooms

VAV 5.12 in Dry Lab

VAV 5.13 in Wet Lab

VAV 5.14 in MAT room

VAV 5.15, 5.16, 5.17 in the fire and police training and storage areas

VAV 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8 in fire and police admin office suite

VAV 6.9, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16

VAV 8.1, 8.2, 8.3, 8.4, 8.5, 8.6

VAV 6.10 in office A207

General Area Radiator Units

RAD 3.1, 3.2, 4.1, 4.2, 4.3 in shower / toilet area

General Area Exhaust Fans

EF 3.1, 4.3, 4.4, 5.1, 6.1, 6.2, 15.5

General Area Fan Coil Units

FCU 3.1, 3.2

FCU 4.1, 4.2

FCU 5.1, 5.2, in MAT room

FCU 5.3 in wet lab

FCU 5.4 in the Simunition room

FCU 5.5 in second floor classroom corridor

FCU 5.6 for police storage room C112

FCU 6.1 in room A208

FCU 6.2 in corridor A143

FCU 6.3 in room A144 for sprinkler valves

FCU 7.1, 7.2, 7.3

FCU 8.1, 8.2

FCU 15.1, 15.3 and FCU 15.4 in the restrooms and pump room

General Area Air Cooled Condensing Units

ACCU-8, 9, 10, 14, 15

General Area Cabinet Heaters

CUH-4.1, 4.2, 5.1, 5.2, 8.1, 8.2, 15.1

General Area Unit Heater

UH- 3.1, 15.1, 15.2

General Area Ceiling Fans

CF 4.1, 5.1, 6.1, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 15.1

Domestic Water System and Gas Water Heaters and Public Restrooms

Pumps, tanks and all related equipment, fixtures and sub-components

Main Electrical Switchboard

Emergency Power Switchboard

Emergency Generator

Perform an annual load test on the generator.

Perform an annual load test on Emergency Transfer Switch Equipment

Auditorium Systems

Kitchen Equipment

Fire Protection – Sprinklers

Fire Protection and Detection

Security System

Parking Lot and Lighting Fixtures

Access Roadways and driveways

EXHIBIT C

SUB-SUBLEASE

THIS SUB-SUBLEASE (the "**Sub-Sublease**") is made as of November 1, 2012 (the "Effective Date") by and between Ivy Tech Community College of Indiana, an instrumentality of the State of Indiana established by IC 21-22, by and through its State Trustees ("Sub-lessor"), and The City of Fort Wayne, an Indiana Municipal Corporation, ("Sub-lessee") with reference to the following recitals of fact.

RECITALS:

A. WHEREAS, Sub-lessor is the Master Sublessee under that certain Master Sublease dated as of November 1, 2012 (the "**Master Sublease**") by and between The City of Fort Wayne, as Master Sublessor, and Ivy Tech Community College of Indiana, as Master Sublessee, a copy of which is attached hereto and incorporated herein as Exhibit A, for the master sublease of that certain improved real property located at 7602 Patriot Way, Fort Wayne, Indiana 46816 and commonly known as the "The Public Safety Academy", as more particularly described on attached Exhibit A to the Master Sublease (the "Premises").

B. WHEREAS, Sub-lessor desires to sub-sublease a portion of the Premises to Sub-lessee and Sub-lessee desires to sub-sublease a portion of the Premises from Sub-lessor, consisting of 43,489 square feet and more particularly described on Exhibit B attached hereto and incorporated herein (the "Sub-subleased Premises"), on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. Sub-subleased Premises; Term. Sub-lessor does hereby sub-sublease to Sub-lessee the Sub-subleased Premises, at the rental and upon the terms and conditions herein stated, for a term commencing on the Effective Date of this Sub-sublease and, subject to the terms of this Sub-sublease, ending on December 31, 2022, ("the "Term"), together with a non-exclusive license for ingress and egress granted by Sub-lessor to Sub-lessee hereunder through in, over, and through all entrance, exits, hallways, restrooms, elevators, stairways, walkways, parking areas, and common areas of the Public Safety Academy shown on attached Exhibit B for the purpose of providing access to and egress from the Sub-subleased Premises.

2. Rent.

(a) Sub-sublessee does hereby agree, without notice, deduction or offset, to pay as rent hereunder the amount of \$434,890.00 per year (subject to pro-ration) during the Term payable in equal monthly installments of \$36,240.83 on or before the tenth (10th) day of each calendar month during the Term. Said payment shall be paid in lawful money of the United States to Sub-sublessor at the notice address of Sub-sublessor provided herein, or as otherwise designated from time to time by written notice from Sub-sublessor to Sub-sublessee.

(b) Sub-sublessor and Sub-sublessee agree that the rent payable hereunder for the Sub-subleased Premises is calculated at the rate of Ten and 00/100 Dollars (\$10.00) per net rentable square foot (the "Agreed Rental Rate"). In the event the amount of net rentable square footage comprising the Sub-subleased Premises is modified during the Term, the rent payable hereunder shall be modified accordingly based on the Agreed Rental Rate.

(c) This Sub-sublease is what is commonly called a "full service lease," it being understood and agreed that Sub-sublessor shall be responsible hereunder for all expenses of every kind and nature relating to the Sub-subleased Premises, including without limitation the Operating Expenses and other obligations, costs and expenses for the Premises assumed by Sub-sublessor as Master Sublessee under the Master Sublease; provided, however, that Sub-sublessee shall provide janitorial services for the Sub-subleased Premises..

3. Master Sublease. The terms and provisions of the Master Sublease are hereby incorporated by reference. Sub-sublessor expressly acknowledges and agrees that nothing contained in this Sub-sublease shall in any manner modify, abrogate or extinguish the covenants and obligations of Sub-sublessor in its capacity as Master Sublessee under the Master Sublease, each of which Sub-sublessee hereby ratifies and confirms in all respects. Sub-sublessee acknowledges receipt of a copy of the Master Sublease and agrees that Sub-sublessee will not violate any of the terms and conditions of the Master Sublease during the Term.

4. Acceptance and Quiet Enjoyment of Sub-subleased Premises. Sub-sublessee hereby accepts the Sub-subleased Premises in its "as is" condition without any improvements, alteration, or repairs thereto by Sub-sublessor.

So long as Sub-sublessee shall observe and perform the covenants and agreements binding on it under this Sub-sublease, Sub-sublessee shall at all times during the Term peacefully and quietly have and enjoy the possession of the Sub-subleased Premises without any encumbrance, hindrance or interruption by, from or through Sub-sublessor.

5. Termination. Upon any termination of the Master Sublease, this Sub-sublease shall terminate. Further, this Sub-sublease shall terminate at the election of Sub-sublessor, by Sub-sublessor giving notice of termination upon the occurrence of any of the following:

(a) The Sub-sublessee fails to make any payment of rent under this Sub-sublease when due, and such failure continues for a period of fifteen (15) calendar days after written notice to the Sub-sublessee;

(b) The Sub-sublessee defaults in the performance of any covenant, agreement or obligation, other than for the payment of rent, required by this Sub-sublease to be performed by Sub-sublessee, and such default continues for a period of thirty (30) calendar days after written notice to the Sub-sublessee (unless such performance will require a period of time in excess of thirty (30) days and Sub-sublessee has commenced such cure within such thirty (30) day period and is proceeding thereafter to effectuate such cure).

(c) The Sub-sublessee abandons the Sub-subleased Premises or any substantial portion thereof and such abandonment is not cured within twenty (20) calendar days after written notice to Sub-sublessee; or

(d) If any petition in bankruptcy or for reorganization or arrangement is filed by or against the Sub-sublessee, or the Sub-sublessee becomes insolvent, or any receiver is appointed for any of the Sub-sublessee's assets, or the Sub-sublessee makes an assignment for the benefit of creditors.

Upon the termination of this Sub-sublease, whether by lapse of time or otherwise, the Sub-sublessee will immediately surrender to the Sub-sublessor possession of the Sub-subleased Premises and the improvements in the same condition in which the Sub-sublessee received them, normal wear and tear excepted. No termination of this Sub-sublease shall discharge or impair the Sub-sublessee's obligation to pay any rent owed and accrued to the date of termination.

6. Alterations and Installation; Repairs and Replacements.

(a) The Sub-sublessee shall have the right to make alterations and installations at its own expense from time to time during the Term and any Renewal Term (as hereinafter defined), with the prior written consent of the Sub-sublessor, which consent shall not be unreasonably withheld or delayed.

(b) The Sub-sublessee shall not under any circumstance be required to pay for any maintenance, repairs or replacements, whether capital or otherwise. If such maintenance, repairs or replacements are needed, Sub-sublessee shall notify Sub-sublessor of the nature and cost of such maintenance, repairs or replacements. If Sub-sublessor does not respond to such notification

within fifteen (15) business days, Sub-sublessee may engage contractors or sub-contractors, as Sub-sublessor's authorized agent hereunder, to complete such maintenance, repairs or replacements and shall forward any and all bills for the work performed to Sub-sublessor for payment.

7. Use.

The Sub-subleased Premises will be used by Sub-sublessee for the management, administration and operation of the Fort Wayne Police Academy and the Fort Wayne Fire Department Academy (together, the "Academies") and related uses and such other lawful uses as are incidental thereto.

8. Signs. Sub-sublessor approves and consents to the existing signage of Sub-sublessee in and about the Premises and the Sub-subleased Premises as of the Effective Date. Sub-sublessee may modify such signage from time to time and may install such additional signage in and about the Premises and the Sub-subleased Premises with Sub-sublessor's prior written consent, which consent shall not be unreasonably withheld or delayed.

9. Parking. Sub-sublessee shall have the exclusive use of the first row of parking spaces immediately west of and bordering the Public Safety Academy. In addition Sub-sublessee shall have the non-exclusive right to use of the remaining parking spaces in the parking lots serving the Public Safety Academy.

10. Auditorium. Sub-sublessee may use the Auditorium in the Public Safety Academy for graduations and award ceremonies of the Academies by providing Sub-sublessor with sixty (60) days prior notice of the date and time of each such event, subject to availability. Sub-sublessee may also use the Auditorium for special programming sponsored or hosted by the Academies with the prior written consent of Sub-sublessor, which consent shall not be unreasonably withheld or delayed.

11. Disaster/Emergency Operation Center ("DEOC"). In the event a disaster or state of emergency is declared by the federal, state or municipal government requiring Sub-sublessee to coordinate and deliver disaster or emergency services to the citizens of Fort Wayne, Sub-sublessor will upon request make the DEOC available to the Sub-sublessee on an exclusive basis for such use while such disaster or state of emergency remains in effect.

12. Firing Range, Apparatus Bay, and Weight Room. Sublessor acknowledges and agrees that the Firing Range, Apparatus Bay, and Weight Room depicted on attached Exhibit B as part of the Sub-subleased Premises

shall be under the exclusive control of Sub-sublessee during the Term and any Renewal Term. All maintenance, repair and replacement of the Firing Range, Apparatus Bay and Weight Room, and the equipment located therein shall be provided by Sub-sublessee at its expense.

13. IT Disaster Room, IT Closets, Server Rooms. Sub-lessor and Sub-sublessee shall be severally responsible for the maintenance, repair and replacement of the communications, network and technology equipment owned by Sub-lessor and Sub-sublessee, respectively, and located in the IT Disaster Room, IT Closets, and Server Rooms depicted on attached Exhibit B.

14. Security; Access Cards; Security Notice. Sub-lessor shall provide reasonable security services for the Premises and the Sub-leased Premises. Sub-lessor shall provide Sub-sublessee with access cards as requested by Sub-sublessee which are programmed exclusively for access to the Sub-leased Premises and access cards as required by Sub-sublessee which are programmed to these portions of the Public Safety Academy to which Sub-sublessee has been granted non-exclusive license under Section 1 hereof.

The contacts for any matters relating to security for and access to the Premises and the Sub-leased Premises are:

for Sub-lessor:

Director of Safety and Security
Ivy Tech Community College
3800 North Anthony Boulevard
Fort Wayne, Indiana 46805-1430
Tel: (260) 480-4188
Fax: (260) 480-4189

For Sub-sublessee:

Property Manager
City of Fort Wayne, Indiana
200 East Berry Street
Fort Wayne, Indiana
Tel: (260) 427-5402
Fax: (260) 427-1393

15. Indemnification.

(a) Sub-sublessee agrees to indemnify, defend and save Sub-sublessor harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments, including, without limitation attorneys' fees and expenses resulting from injury to any person or property on the Premises or the Sub-subleased Premises which arises from any activity or conduct of Sub-sublessee in, on or about the Sub-subleased Premises or the Premises, other than those which arise out of the gross negligence or willful misconduct of Sub-sublessor.

(b) Sub-sublessor agrees to indemnify, defend and save Sub-sublessee harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments, including, without limitation attorneys' fees and expenses resulting from injury to any person or property on the Premises or the Sub-subleased Premises which arises from any activity or conduct of Sub-sublessor in, on or about the Sub-subleased Premises or the Premises, other than those which arise out of the gross negligence or willful misconduct of Sub-sublessee.

(c) The obligations of indemnity imposed upon Sub-sublessor and Sub-sublessee hereunder exclude any indemnity for indirect, incidental, special, consequential or punitive damages which arise from any activity or conduct of Sub-sublessor or Sub-sublessee in, on or about the Sub-subleased Premises or the Premises.

16. Notices. All notices shall be given in writing by registered or certified mail, postage prepaid, or by Federal Express or similar courier to the parties as follows:

To Sub-sublessor:

Ivy Tech Community College
3800 N. Anthony Boulevard
Fort Wayne, Indiana 46805-1430
Attention: Val Eakins, Ex. Dir. Of Administration
Facsimile: (260)480-4189

Ivy Tech Community College
50 W. Fall Creek Parkway N. Drive
Indianapolis, IN 46208
Attention: Chris Ruhl, General Counsel

To Sub-sublessee:

City of Fort Wayne, Indiana
200 East Berry Street
Fort Wayne, Indiana 46802
Attention: Controller
Facsimile: (260) 427-1446

Notices delivered personally, by facsimile or via overnight courier will be effective upon delivery to an authorized representative of the party at the designated address; notices sent by registered or certified mail, postage prepaid, will be effective upon execution by the addressee of the return receipt requested. Any party may change the address to which such notices shall be given by written notice to the other party or provided herein.

17. Renewal of Sub-Sublease. Notwithstanding any term or provision contained in this Sub-sublease or in the Master Sublease to the contrary, this Sub-Sublease shall automatically renew for consecutive additional five (5) year terms, (each a "Renewal Term") at the Agreed Rental Rate and upon the terms and conditions contained herein until terminated by Sub-sublessee upon notice to Sub-sublessor given at least ninety (90) days prior to the expiration of the Term or then current Renewal Term. Sub-sublessor's right to terminate this Sub-Sublease during the Term or any Renewal Term is, expressly contained in and limited to the rights of termination set forth in Section 5 hereof.

18. Remedies Cumulative. No remedy herein conferred upon or reserved to Sub-sublessor or to Sub-sublessee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder now or hereinafter existing at law or in equity or by statute.

19. Brokers. Each party represents that in connection with this Sub-sublease it has not had dealings with any real estate broker, finder, or other person. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

20. Entire Agreement. This Sub-sublease contains all agreements between the parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

21. This Sub-sublease shall not be modified, changed or altered in any respect except by a writing executed and delivered by the parties hereto. All covenants, agreements and conditions shall apply to and bind and inure to the benefit of the successors and/or assigns of Sub-sublessor and Sub-sublessee.

As used herein, the singular includes the plural and one gender includes the other gender. The paragraph headings of this Sub-sublease are inserted only for reference and in no way define, limit, or describe the scope or intent of this Sub-sublease nor affect its terms or provisions. This Sub-sublease shall be governed by the laws of Indiana. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Master Sublease. All exhibits attached hereto are incorporated into this Sub-sublease and made a part hereof in the event of any conflict between such exhibits and the terms of the Sub-sublease, such exhibits shall control.

22. **Attorneys' Fees.** If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to recover their reasonable attorneys' fees and expenses.

23. **Master Landlord's Consent.** As evidenced by signature below, and as required under Section 11.(b) of the Master Sublease, the Master Sublessor hereby consents to this Sub-sublease.

24. **Partial Invalidity.** If any provision of this Sub-sublease is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Sub-sublease shall nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if any provision of this Sub-sublease may be modified by a court of competent jurisdiction such that it may be enforced, then said provision shall be so modified and as modified shall be fully enforced.

25. **Venue.** Venue for any litigation brought by Sub-sublessor or Sub-sublessee hereunder shall be in a court of applicable jurisdiction located in Allen County, Indiana.

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IN WITNESS WHEREOF, the parties hereto have executed this Sub-sublease as of the day and year first above written.

SUB-SUBLESSOR:

Ivy Tech Community College

By: _____
Jerrilee Mosier, Chancellor

By: _____
Thomas J. Snyder, President

SUB-SUBLESSEE:

City of Fort Wayne, Indiana

By: Patricia A. Roller

Printed: Patricia A. Roller

Title: Controller

ATTEST:

By: Jeanne L Cook

Printed: Jeanne L Cook

Title: Administrative Asst.

The City of Fort Wayne, as Master Sublessor under the Master Sublease, dated as of November 1, 2012, between the Master Sublessor and Ivy Tech Community College, as Master Sublessee, hereby consents to the foregoing Sub-sublease.

ATTEST:

City of Fort Wayne, Indiana

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

EXHIBIT A

MASTER SUBLEASE

[To Be Provided]

EXHIBIT B
SUB-SUBLEASED PREMISES
[To Be Provided]

Schedule No. 1

City of Fort Wayne
Fire and Police Academy Assets and Inventory
 as of October 31, 2012

<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
City of Fort Wayne - Police Department					
Furniture					
FWPD	012806	Dry & Eraze Board	WS9648AL	1207	
FWPD	012821	Backdrop Screen	WS9648AL	1203	
FWPD	No Tag - St. Mary's	Dry & Eraze Board		1108	
FWPD	012522	Dry Eraze		1101	
FWPD	012822	Dry & Eraze Board	WS9648AL	1203	
FWPD	012823	Dry & Eraze Board	WS9648AL	1205	
FWPD	012835	Dry & Eraze Board	WS9648AL	1208	
FWPD	013063	Dry & Eraze Board	WS9648AL	1107	
FWPD	013070	Dry & Eraze Board	WS9648AL	1105	
FWPD	013080	Dry & Eraze Board	WS9648AL	1110	
FWPD	013092	Dry & Eraze Board	WS9648AL	1108	
FWPD	012521	Dry & Eraze Board	TC7248-9	1101	
FWPD	012522	Dry & Eraze Board	TC7248-9	1101	
FWPD	No Number	Dry Erase Board		1109	
FWPD	013725	Dry & Eraze Board		2500	
FWPD	013728	Dry & Eraze Board		2500	
FWPD	No Tag	Easel Duramax - FWPD		1101	
FWPD	No Tag (St. Mary's, Lt. Office)	Bulletin Board		1108	
FWPD	012825	Chair	8P42A5KH	1207	
FWPD	012826	Chair	8P42A5KH	1207	
FWPD	012830	Chair	8P42A5KH	1208	
FWPD	012831	Chair	8P42A5KH	1208	
FWPD	012832	Chair	8P42A5KH	1208	
FWPD	013052	Chair	8P42A5KH	1208	
FWPD	013053	wooden chair	29C	1104	
FWPD	013056	wooden chair	29C	1104	
FWPD	013059	Chair with Net	8P42A5GH	1104	
FWPD	013060	chair	8P42A5KR	1107	
FWPD	013061	chair	28C1ND5GH	1107	
FWPD	013064	chair	28C1ND5GH	1107	
FWPD	013065	wooden chair	29C	1105	
FWPD	013066	wooden chair	29C	1105	
FWPD	013071	Chair with Arm	8P42A5KR	Cubical	
FWPD	013072	chair	28C1ND5GH	1107	
FWPD	013073	chair	28C1ND5GH	1109	
FWPD	013076	wooden chair	8P42A5KR	Cubical	
FWPD	013077	wooden chair	29C	1110	
FWPD		wooden chair	29C	1110	

with arm fixed
 with arm fixed
 with net
 with arm
 with arm
 without arm
 with arm fixed
 with arm fixed
 without arm
 without arm
 with arm
 with arm fixed
 with arm fixed

City of Fort Wayne
 Fire and Police Academy Assets and Inventory
 as of October 31, 2012

<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWPD	013081	Chair with Arm	8P42A5KR	1110	
FWPD	013082	Chair with Net	8P42A5GH	1108	with net
FWPD	013083	Chair with Net	8P42A5GH	1108	with net
FWPD	013084	Chair with Net	8P42A5GH	1108	with net
FWPD	013085	Chair with Net	8P42A5GH	1108	with net
FWPD	013086	Chair with Net	8P42A5GH	1108	with net
FWPD	013087	Chair with Net	8P42A5GH	1108	with net
FWPD	013088	Chair with Net	8P42A5GH	1108	with net
FWPD	013089	Chair with Net	8P42A5GH	1108	with net
FWPD	013090	Chair with Net	8P42A5GH	1108	with net
FWPD	012469	classroom chair with pad	28C1ND5GR	1101	
FWPD	012470	classroom chair with pad	28C1ND5GR	1101	
FWPD	012471	classroom chair with pad	28C1ND5GR	1101	
FWPD	012472	classroom chair with pad	28C1ND5GR	1101	
FWPD	012473	classroom chair with pad	28C1ND5GR	1101	
FWPD	012474	classroom chair with pad	28C1ND5GR	1101	
FWPD	012475	classroom chair with pad	28C1ND5GR	1101	
FWPD	012476	classroom chair with pad	28C1ND5GR	1101	
FWPD	012477	classroom chair with pad	28C1ND5GR	1101	
FWPD	012478	classroom chair with pad	28C1ND5GR	1101	
FWPD	012479	classroom chair with pad	28C1ND5GR	1101	
FWPD	012480	classroom chair with pad	28C1ND5GR	1101	
FWPD	012481	classroom chair with pad	28C1ND5GR	1101	
FWPD	012482	classroom chair with pad	28C1ND5GR	1101	
FWPD	012483	classroom chair with pad	28C1ND5GR	1101	
FWPD	012484	classroom chair with pad	28C1ND5GR	1101	
FWPD	012485	classroom chair with pad	28C1ND5GR	1101	
FWPD	012486	classroom chair with pad	28C1ND5GR	1101	
FWPD	012487	classroom chair with pad	28C1ND5GR	1101	
FWPD	012488	classroom chair with pad	28C1ND5GR	1101	
FWPD	012489	classroom chair with pad	28C1ND5GR	1101	
FWPD	012490	classroom chair with pad	28C1ND5GR	1101	
FWPD	012491	classroom chair with pad	28C1ND5GR	1101	
FWPD	012492	classroom chair with pad	28C1ND5GR	1101	
FWPD	012493	classroom chair with pad	28C1ND5GR	1101	
FWPD	012494	classroom chair with pad	28C1ND5GR	1109	
FWPD	012495	classroom chair with pad	28C1ND5GR	1101	
FWPD	012496	classroom chair with pad	28C1ND5GR	1101	
FWPD	012497	classroom chair with pad	28C1ND5GR	1101	
FWPD	012498	classroom chair with pad	28C1ND5GR	1101	

City of Fort Wayne
 Fire and Police Academy Assets and Inventory
 as of October 31, 2012

Dept.	Tag #	Description	Model #	Room #	Remarks
FVPD	012456	power tables	P2C24	1101	
FVPD	012457	power tables	P2C24	1101	
FVPD	012458	power tables	P2C24	1101	
FVPD	012459	power tables	P2C24	1101	
FVPD	012460	power tables	P2C24	1101	
FVPD	012461	power tables	P2C24	1101	
FVPD	012462	power tables	P2C24	1101	
FVPD	012463	power tables	P2C24	1101	
FVPD	012464	power tables	P2C24	1101	
FVPD	012465	power tables	P2C24	1101	
FVPD	012466	power tables	P2C24	1101	
FVPD	012467	power tables	P2C24	1101	
FVPD	012468	power tables	P2C24	1101	
FVPD	012833	table	P2C24	1101	
FVPD	012364	Chair with Arm (walnut)	IDS6030B2	1208	
FVPD	012366	Chair with Arm (walnut)	44AB323	Firing Range	
FVPD	012418	Chair with Arm (walnut)	44AB323	Firing Range	
FVPD	012834	L shape desk	44AB323	Firing Range	
FVPD	013091	conference table		1208	
FVPD	013067	executive desk with hutch		1108	with hutch
FVPD	013074	executive desk		1105	
FVPD	013054	L shape desk		1109	
FVPD	013057	L shape desk		1104	with hutch
FVPD	013058	L shape desk		1107	with hutch
FVPD	013079	L shape desk		1107	with hutch
FVPD	No Tags 2	Red Leather Chairs (St. Marys)		1110	
FVPD	13062	Fake Wood Book Shelf		1107	
FVPD	17608	HP 4000 Printer		1107	
FVPD	9284	Tower		1107	
FVPD	9282	Tower		1107	
Audio/Visual Equipment					
FVPD	012794	Not Ours Per Shawn Marked w/COPM			
FVPD	012791	Audio Visual Equipments	Screen	1000	
FVPD	012792	Audio Visual Equipments	Screen	1101	
FVPD	012793	Audio Visual Equipments	Projector	1101	
FVPD	013779	Audio Visual Equipments	Podium	1101	
FVPD	013780	Audio Visual Equipments	Screen	2500	
FVPD	013781	Audio Visual Equipments	Projector	2500	
FVPD	013725	Dry Erase Board	Podium	2500	

City of Fort Wayne
Fire and Police Academy Assets and Inventory
as of October 31, 2012

<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWPD	013728	Dry Erase Board		2500	
<u>Computers/Laptops</u>					
FWPD	-	20000036764		1104	
FWPD	-	laptop (recently moved from PSA to PD inventory)		1104	
FWPD	-	laptop (recently moved from PSA to PD inventory)		1104	
FWPD	-	laptop (recently moved from PSA to PD inventory)		1104	
FWPD	-	Laptop		1101	
FWPD	-	Laptop (Spillman)		1106	
FWPD	-	Laptop (Ours)		1106	
FWPD	-	Laptop (Spillman)		1106	
<u>Health & Fitness Equipment</u>					
FWPD	012921	Fw Adj Benches	FWADJ	1503	Lease
FWPD	012922	Fw Adj Benches	FWADJ	1503	Lease
FWPD	012923	Olympic Benches	OHDADJ	1503	Lease
FWPD	012924	Leg Extension	PSLESE	1503	Lease
FWPD	012925	Seated Leg Press	PSSLPSE	1503	Lease
FWPD	012926	Cable Motion Dual Pulley	CMDAP	1503	Lease
FWPD	012927	Biceps Curl	PSBCESE	1503	Lease
FWPD	012928	Triceps Extension	PSTCSE	1503	Lease
FWPD	012929	Chest Press	PSTCSE	1503	Lease
FWPD	012930	Peactorial Fly	PSCPSE	1503	Lease
FWPD	012931	Seated Leg Curl	PSFLYSE	1503	Lease
FWPD	012932	Shoulder Press	PSSLCSE	1503	Lease
FWPD	012933	Abdominal Crunch	PSSPSE	1503	Lease
FWPD	012934	Multi Jungle	PSABCSE	1503	Lease
FWPD	012935	Life Cycle	MJ-0401/0608/0706	1503	Lease
FWPD	012936	Tread Mills	95C-0000-04	1503	Lease
FWPD	012937	Tread Mills	95T-0100-07	1503	Lease
FWPD	012938	Tread Mills	95T-0100-07	1503	Lease
FWPD	012939	Cross Trainer	95T-0100-07	1503	Lease
FWPD	012940	Cross Trainer	95X-0000-04	1503	Lease
FWPD	012941	Cross Trainer	95X-0000-04	1503	Lease
FWPD	012942	Heavy Duty Racks	95X-0000-04	1503	Lease
FWPD	012943	Heavy Duty Racks	OHDPR8	1503	Lease
FWPD	012944	Leg Raise	OHDPR8	1503	Lease
FWPD	012945	Hammer Bench	SLR	1503	Lease
FWPD	012946	Olympic Benches	FWDR2-FO1-07	1503	Lease
FWPD	012947	Bar	OHDADJ	1503	Lease

City of Fort Wayne
 Fire and Police Academy Assets and Inventory
 as of October 31, 2012

<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FVPD	012948	Bar		1503	Lease
FVPD	012949	Bar		1503	Lease
FVPD	012950	Bar		1503	Lease
		<u>Other Equipment</u>			
FVPD	012802	Lasershot	Laptop	1207	
FVPD	012803	Lasershot	Video Projector	1207	
FVPD	012804	Lasershot	Rifle Gun	1207	
FVPD	012805	Lasershot	Hand Gun	1207	
FVPD	012829	Lasershot	Pnumetic Gun Simu	1207	
FVPD		12806 return shot laser machine		1207	
FVPD		Lazer Shot Backdrop Screen (1 or 2)		1207	
FVPD		Cross Fit Dry Erase - St. Marys		1207	
FVPD		Dry erase - St. Marys		1207	
FVPD		Cross Fit Equipment (stored)		1207	
FVPD		2 blue chairs w/arms		1205	
FVPD		1 desk		1205	
FVPD		1 driving simulator 2/PA system		1205	
FVPD		1 Printer		1205	
FVPD		1 computer		1205	
FVPD		1 fire simulator		1205	
FVPD	012828	Monitor		1204	
FVPD	012827	Sensory Tech		1204	
FVPD		2 black chairs - St. Marys		1204	
FVPD		Simulation Room		1207	
FVPD		Rev Gear Training Bags		1203	
FVPD	15	silver practice knives		1203	
FVPD	55	red knife		1203	
FVPD	02633 (engraved)	red knife		1203	
FVPD	no number	black protective helmets		1203	
FVPD	10	black training batons		1203	
FVPD	20	Everlast face guards		1203	
FVPD	4	white table		1203	
FVPD	1	large white waste basket		1203	
FVPD	1	Revolver - red gun		1203	
FVPD	2621 (engraved) 1 each	Red Flashlight		1203	
FVPD	2617 (engraved)	Red Flashlight		1203	
FVPD	2618 (engraved)	Red Flashlight		1203	
FVPD	2619 (engraved)	Red Flashlight		1203	
FVPD	2620 (engraved)	Red Flashlight		1203	
FVPD	FVPD34	Monadonock Poly Batton		1203	

City of Fort Wayne
Fire and Police Academy Assets and Inventory
as of October 31, 2012

<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWPD	11 pair	Focus Mitts		1203	
FWPD	5	PPCT Training Bags		1203	
FWPD	37	White Batons		1203	
FWPD	3 sets	metal and plywood shelves		1203	
FWPD	6 Large	high gear protective suits		1203	
FWPD	2 Extra Large	high gear protective suits		1203	
FWPD	2 Medium	high gear protective suits		1203	
FWPD	02595	AR 15 Red Gun		1203	
FWPD	02593	AR 15 Red Gun		1203	
FWPD	02602	Glock 9mm Red Gun		1203	
FWPD	02603	Glock 9mm Red Gun		1203	
FWPD	02600	Glock 9mm Red Gun		1203	
FWPD	02615	Glock 9mm Red Gun		1203	
FWPD	02608	Glock 9mm Red Gun		1203	
FWPD	02610	Glock 9mm Red Gun		1203	
FWPD	02616	Glock 9mm Red Gun		1203	
FWPD	02604	Glock 9mm Red Gun		1203	
FWPD	02612	Glock 9mm Red Gun		1203	
FWPD	02605	Glock 9mm Red Gun		1203	
FWPD	02613	Glock 9mm Red Gun		1203	
FWPD	02611	Glock 9mm Red Gun		1203	
FWPD	02614	Glock 9mm Red Gun		1203	
FWPD	02627	Glock 9mm Red Gun		1203	
FWPD	02628	S & W Red Gun		1203	
FWPD	02626	S & W Red Gun		1203	
FWPD	02624	S & W Red Gun		1203	
FWPD	02623	S & W Red Gun		1203	
FWPD	02625	S & W Red Gun		1203	
FWPD	02629	S & W Red Gun		1203	
FWPD	3 14 oz	Everlast boxing gloves		1203	
FWPD	1	Medic Bag		1203	
FWPD	1	First Aid Kit		1203	
FWPD	2	Large Blue Training Bags		1203	
FWPD	2	Century Hydrocore Heavy Bags		1203	
FWPD	1	Fist Suit		1203	
FWPD	19 Sets	Speedkeys for handcuff training		1203	
FWPD	3 Sets	Training Handcuffs		1203	
FWPD	8	Peerless Handcuff keys		1203	
FWPD	1 box (no count)	Floor systems for mat floor (St. Marys)		1203	
FWPD	9	blue mats (St. Marys ?)		1203	

City of Fort Wayne
Fire and Police Academy Assets and Inventory
as of October 31, 2012

<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWPD	19	gray mats (St. Marys ?)		1203	
FWPD	1	box (unopened)		1203	
FWPD	2	Wall Pads		1203	
FWPD	1	Bob Dummies		1203	
FWPD	1	Red Wave Master (Privately Owned)		1203	
FWPD	2	Black Wave Master (Privately Owned)		1203	
FWPD	1	combat pieces (Privately Owned)		1203	
FWPD	11-839-660	tall gray waste container (St. Marys)		1106	
FWPD	2	tall step ladder		1106	
FWPD	3	drop leaf table carts (St. Marys)		1106	
FWPD	1	Performance Tables 24 x 60 (St. Marys)		1106	
FWPD		Fray Metal Book Case (St. Marys)		1104	
FWPD		St. Marys via 5th floor Creighton		1106	
FWPD		City Utilities		1106	
FWPD		City Utilities		1106	
FWPD		Coat Racks (St. Marys)		1106	
FWPD	13128	Green Chair		1106/1208	
FWPD		Samsung TV 2MHS Player & Remote no #		1108	
FWPD		Cart		1108	
FWPD		RCA Monitor (TV) & Remote no #		1108	
FWPD		DVD-RW Recording/Playback no #		1108	
FWPD		Duel Peck Systems & Remote no #		1108	
FWPD		ABM 50064		1108	
FWPD		IKON 10784397		1108	
FWPD		12 Cubicals		Cubicals	
FWPD	013117	Green Chair w/arms		Cubicals	
FWPD	013123	Green Chair w/arms		Cubicals	
FWPD	013128	Green Chair w/arms		Cubicals	
FWPD	013126	Green Chair w/arms		Cubicals	
FWPD	013124	Green Chair w/arms		Cubicals	
FWPD	013127	Green Chair w/arms		Cubicals	
FWPD		No Sticker		Cubicals	
FWPD	013128	Green Chair w/arms		Cubicals	
FWPD	013129	Green Chair w/arms		Cubicals	
FWPD	013114	Green Chair w/arms		Cubicals	
FWPD	013093	Green Chair w/arms		Cubicals	
FWPD	013116	Green Chair w/arms		Cubicals	
FWPD	013115	Green Chair w/arms		Cubicals	
FWPD	0426	Green File Cabinet (St. Marys)		Cubicals	
FWPD	0361	Gray File Cabinet (St. Marys)		Cubicals	
FWPD		Headset for computer		Cubicals	
FWPD		Koss UR-15		Cubicals	

City of Fort Wayne
Fire and Police Academy Assets and Inventory
as of October 31, 2012

<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWPD	3989	Monitor & Keyboard		Cubicals	
FWPD	009102	Tower		Cubicals	
FWPD	9021	Monitor & Keyboard		Cubicals	
FWPD	009281	Tower		Cubicals	
FWPD	No #	Gray Bookshelf (St Marys)		Cubicals	
FWPD	No #	Vertiflex Locking file drawer (St Marys)		Cubicals	
FWPD	3969	Monitor & Keyboard		Cubicals	
FWPD	3968	Tower		Cubicals	
FWPD	7891	Monitor & Keyboard		Cubicals	
FWPD	8589	Tower		Cubicals	
FWPD	9762	Monitor & Keyboard		Cubicals	
FWPD	8741	Tower		Cubicals	
FWPD	Privately Owned	Magic Chef Refrigerator		Cubicals	
FWPD	Privately Owned	Cuisinart Coffee Maker		Cubicals	
FWPD	Privately Owned	Emerson Microwave		Cubicals	
FWPD	11424	Tower		1107	
FWPD	7858	HP 4100 Printer		1107	
FWPD	13069	Wooden Book Shelf		1105	
FWPD	Privately Owned	Computer Speakers		1105	
FWPD	13068	Gray Lateral File		1105	
FWPD	No #	Dope Safe (St. Marys)		1109	
FWPD	13075	Veneer Book Shelf		1109	
FWPD	11497	Tower		1109	
FWPD	61131	Printer HP Laser Jet		1109	
FWPD	13078	Gray Metal Book Shelf		1110	
FWPD	No #	Lateral File cabinet (St Marys)		1110	
FWPD	9283	Tower		1110	
FWPD	no Tag	Full size refrigerator (St. marys)		Kitchen Storage	
FWPD	12708	Gray Chair		2500	
FWPD	13701	Gray Chair		2500	
FWPD	13706	Gray Chair		2500	
FWPD	13720	Gray Chair		2500	
FWPD	13703	Gray Chair		2500	
FWPD	12151	Gray Chair		2500	
FWPD	13718	Gray Chair		2500	
FWPD	13721	Gray Chair		2500	
FWPD	13711	Gray Chair		2500	
FWPD	13722	Gray Chair		2500	
FWPD	13713	Gray Chair		2500	
FWPD	13712	Gray Chair		2500	

City of Fort Wayne
 Fire and Police Academy Assets and Inventory
 as of October 31, 2012

<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FYPD	13715	Gray Chair		2500	
FYPD	13714	Gray Chair		2500	
FYPD	13719	Gray Chair		2500	
FYPD	13705	Gray Chair		2500	
FYPD	13716	Gray Chair		2500	
FYPD	13709	Gray Chair		2500	
FYPD	12076	Gray Chair		2500	
FYPD	13710	Gray Chair		2500	
FYPD	13700	Gray Chair		2500	
FYPD	13695	Gray Chair		2500	
FYPD	13704	Gray Chair		2500	
FYPD	13699	Gray Chair		2500	
FYPD	13724	Gray Chair		2500	
FYPD	13702	Gray Chair		2500	
FYPD	13698	Gray Chair		2500	
FYPD	13697	Gray Chair		2500	
FYPD	13723	Gray Chair		2500	
FYPD	13717	Gray Chair		2500	
FYPD	13680	Gray Chair		2500	
FYPD	13682	Table		2500	
FYPD	13683	Table		2500	
FYPD	13684	Table		2500	
FYPD	13681	Table		2500	
FYPD	13680	Table		2500	
FYPD	13688	Table		2500	
FYPD	13685	Table		2500	
FYPD	13690	Table		2500	
FYPD	13691	Table		2500	
FYPD	13689	Table		2500	
FYPD	13692	Table		2500	
FYPD	13693	Table		2500	
FYPD	13694	Table		2500	
FYPD	No #	Table		2500	
FYPD	Privately Owned	Desk Lamp		2500	
FYPD	Privately Owned	Brown dorm refrigerator		1104	
FYPD	Privately Owned	Water Dispenser		1104	
FYPD	12823	Whiteboard		1104	
FYPD	No Tag	Sony Wall Mounted Monitor		1305	
FYPD	No Tag	5 blue chairs (hard plastic w/o arms)		1305	
FYPD	12384	Green Chair w/arms		1305	

City of Fort Wayne
Fire and Police Academy Assets and Inventory
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<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWPD	12374	Green Chair w/arms		1304	
FWPD	12366	Green Chair w/arms		1304	
FWPD	12364	Green Chair w/arms		1304	
FWPD	No Tag	Dell Hard Drive (Inspiron 530)		1304	
FWPD	No Tag	RadioCom & Soundmate		1304	
FWPD	No Tag	Acer Monitor & Dell Keyboard		1304	
FWPD	No Tag	Mic Stand & Mic		1304	
FWPD	No Tag	Intercom System		1304	
FWPD	13004	5 drawer lateral file cabinet		1304	
FWPD	12353	Storage Locker		1303	
FWPD	13277	5 drawer lateral file cabinet		1303	
FWPD	12350	Storage Locker		1303	
FWPD	12349	Storage Locker		1303	
FWPD	12356	Storage Locker		1303	
FWPD	No tag	Large Gun Safe		1303	
FWPD	No tag	4 shelving units		1303	
FWPD	13429	Green Chair 2/arms		1303	
FWPD	no tags	3 wooden work benches		1303	
FWPD	no tag	1 Magnavox Pro Speaker System			Shooting Area
FWPD	no tag	3 blue chairs (hard plastic w/o arms)			Shooting Area
FWPD	no tag	1 black hard plastic chair on rollers			Shooting Area
FWPD	no tag	1 table			Shooting Area
FWPD	no tag	1 brass roller			Shooting Area
FWPD	no tag	18 Point Range System			Shooting Area
FWPD	no tag	Range Vacuum			Shooting Area
FWPD	no tag	Super Coach Proteam			Shooting Area
FWPD	no tag	7 shelving units			Shooting Area
FWPD	no tag	1 black hard plastic chair on rollers			Shooting Area
FWPD	13101	Storage Locker			Ammo. Room
FWPD	no tag	2 blue chairs			Ammo. Room
FWPD	no tag	1 steel work bench			Ammo. Room
FWPD	no tag	1 Clark Hand Lift			Ammo. Room
FWPD	no tag	Miscellaneous Tools			Ammo. Room
FWPD	7948	Monitor			Ammo. Room
FWPD	9586	Computer tower			PSA- PD office
FWPD	9702	laptop			PSA- PD office
FWPD	9705	laptop		1106	
FWPD	9706	laptop		1106	
FWPD	9707	laptop		1106	
FWPD	9779	Printer (to PD Training area)- Kyocera		1104	

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<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWPD	10542	Monitor		PSA- PD office	
FWPD	12612	Printer- Kyocera		RM 947	
FWPD	12613	Panasonic projector		1106	
FWPD	12616	Document camera (elmo)		1106	
FWPD	12617	Portable AV cart		1106	
FWPD	12618	DVD/VHS player (on portable cart 012617)		1106	
FWPD	12619	Projector (on portable cart 012617)		1106	
FWPD	12734	Table		1106	
FWPD	13005	metal book shelf		1109	
FWPD	13016	Chair		PSA- PD office	
FWPD	13017	Chair		1109	
FWPD	13019	Chair		1109	
FWPD	13021	Chair		1109	
FWPD	13040	Chair		1109	
FWPD	13277	metal filing cabinet		PSA- PD office	
FWPD	13318	Cage section w/doors		PSA- PD office	
FWPD	17288	Printer- HP 2035		1208 / 1209	
FWPD	10987131	Copier (to PD Training area)		PSA- PD office	

City of Fort Wayne - Fire Department

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<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWFD	012836	table	IDS6030B2	1200	
FWFD	012837	table	IDS6030B2	1200	
FWFD	012838	table	IDS6030B2	1200	
FWFD	012839	table	IDS6030B2	1200	
FWFD	012840	table	IDS6030B2	1200	
FWFD	013418	table	IDS6030B2	1200	
FWFD	012842	table	IDS6030B2	1200	
FWFD	012843	table	IDS6030B2	1200	
FWFD	012844	table	IDS6030B2	1200	
FWFD	012845	table	IDS6030B2	1200	
FWFD	012846	table	IDS6030B2	1200	
FWFD	012847	table	IDS6030B2	1200	
FWFD	012848	table	IDS6030B2	1200	
FWFD	012849	table	IDS6030B2	1200	
FWFD	012850	table	IDS6030B2	1200	
FWFD	012851	table	IDS6030B2	1200	
FWFD	012853	table	IDS6030B2	1200	
FWFD	012854	table	IDS6030B2	1200	
FWFD	012855	table	IDS6030B2	1200	
FWFD	012856	table	IDS6030B2	1200	
FWFD	012857	table	IDS6030B2	1200	
FWFD	012858	table	IDS6030B2	1200	
FWFD	012859	table	IDS6030B2	1200	
FWFD	012861	table	IDS6030B2	1200	
FWFD	012864	table	IDS6030B2	1200	
FWFD	012862	table	IDS6030B2	1200	
FWFD	012866	Dry & Erase Board	IDS6030B2	1200	
FWFD	012867	Dry & Erase Board	WS9648AL	1200	
FWFD	012865	Chair	WS9648AL	1200	
FWFD	012814	Chair	8P42A5KH	1200	
FWFD	012812	Chair	8P42A5KH	1200	
FWFD	012868	Chair	8P42A5KH	1200	
FWFD	012869	Chair	8P42A5KH	1200	
FWFD	012870	Chair	8P42A5KH	1200	
FWFD	012871	Chair	8P42A5KH	1200	
FWFD	012872	Chair	8P42A5KH	1200	
FWFD	012873	Chair	8P42A5KH	1200	
FWFD	012874	Chair	8P42A5KH	1200	
FWFD	012875	Chair	8P42A5KH	1200	

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<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWFD	012876	Chair	8P42A5KH	1200	
FWFD	012877	Chair	8P42A5KH	1200	
FWFD	012878	Chair	8P42A5KH	1200	
FWFD	012879	Chair	8P42A5KH	1200	
FWFD	012880	Chair	8P42A5KH	1200	
FWFD	012810	Chair	8P42A5KH	1200	
FWFD	012882	Chair	8P42A5KH	1200	
FWFD	012883	Chair	8P42A5KH	1200	
FWFD	012884	Chair	8P42A5KH	1200	
FWFD	012885	Chair	8P42A5KH	1200	
FWFD	012886	Chair	8P42A5KH	1200	
FWFD	012887	Chair	8P42A5KH	1200	
FWFD	012888	Chair	8P42A5KH	1200	
FWFD	012889	Chair	8P42A5KH	1200	
FWFD	012890	Chair	8P42A5KH	1200	
FWFD	012891	Chair	8P42A5KH	1200	
FWFD	012892	Chair	8P42A5KH	1200	
FWFD	012893	Chair	8P42A5KH	1200	
FWFD	012894	Chair	8P42A5KH	1200	
FWFD	012895	Chair	8P42A5KH	1200	
FWFD	013508	Chair	8P42A5KH	1200	
FWFD	012897	Trash Can	8P42A5KH	1200	
FWFD	012898	Chair	8P42A5KH	1200	
FWFD	012899	Chair	8P42A5KH	1200	
FWFD	012900	Chair	8P42A5KH	1200	
FWFD	012901	Chair	8P42A5KR	1200	
FWFD	012902	Chair	8P42A5KR	1200	
FWFD	012903	Chair	8P42A5KR	1200	
FWFD	012904	Chair	8P42A5KR	1200	
FWFD	012905	Chair	8P42A5KR	1200	
FWFD	012906	Chair	8P42A5KR	1200	
FWFD	012907	Chair	8P42A5KR	1200	
FWFD	012908	Chair	8P42A5KR	1200	
FWFD	012909	Chair	8P42A5KR	1200	
FWFD	012910	Chair	8P42A5KR	1200	
FWFD	012956	Table	8P42A5KR	1202	
FWFD	012957	table	8P42A5KR	1202	
FWFD	012958	Table	8P42A5KR	1202	
FWFD	012959	Table	8P42A5KR	1202	
FWFD	012960	Table	8P42A5KR	1202	

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<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWFD	012961	Chair	8P42A5KR	1202	
FWFD	012962	Chair	8P42A5KR	1202	
FWFD	012963	Chair	8P42A5KR	1202	
FWFD	012964	Chair	8P42A5KR	1202	
FWFD	012965	Chair	8P42A5KR	1202	
FWFD	012966	Chair	8P42A5KR	1202	
FWFD	012967	Chair	8P42A5KR	1202	
FWFD	012968	Chair	8P42A5KR	1202	
FWFD	012969	Table	8P42A5KR	1202	
FWFD	012970	Table	8P42A5KR	1202	
FWFD	012971	Chair	8P42A5KR	1202	
FWFD	012972	Chair	8P42A5KR	1202	
FWFD	012973	Chair	8P42A5KR	1202	
FWFD	012974	Chair	8P42A5KR	1202	
FWFD	012975	Chair	8P42A5KR	1202	
FWFD	012976	Chair	8P42A5GH	1202	
FWFD	012977	Chair	8P42A5GH	1202	
FWFD	012978	Chair	8P42A5GH	1202	
FWFD	012979	Chair	8P42A5GH	1202	
FWFD	012980	Chair	8P42A5GH	1202	
FWFD	012981	Chair	8P42A5GH	1202	
FWFD	012982	Chair	8P42A5GH	1202	
FWFD	012983	Chair	8P42A5GH	1202	
FWFD	012984	Chair	8P42A5GH	1202	
FWFD	012985	Chair	8P42A5GH	1202	
FWFD	012986	Chair	8P42A5GH	1202	
FWFD	012987	Table	8P42A5GH	1202	
FWFD	012988	Table	8P42A5GH	1202	
FWFD	012989	Table	8P42A5GH	1202	
FWFD	012990	Table	8P42A5GH	1202	
FWFD	012991	Table	8P42A5GH	1202	
FWFD	012818	Table	8P42A5GH	1202	
FWFD	012815	Table	8P42A5GH	1202	
FWFD	012994	Table	8P42A5GH	1202	
FWFD	012995	Chair	8P42A5GH	1202	
FWFD	012992	Table	8P42A5GH	1202	
FWFD	012993	Dry & Erase Board	8P42A5GH	1202	
FWFD	012863	Dry & Erase Board	8P42A5GH	1202	
FWFD	012819	Table	8P42A5GH	1202	
FWFD	012996	table	8P42A5GH	1202	
FWFD		table	8P42A5GH	1202	

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<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWFD	012820	table		1202	
FWFD	012997	table		1202	
FWFD	013506	Trash Can		1202	
FWFD	012808	Chair		1202	
FWFD	012811	Chair		1202	
FWFD	012813	Chair		1202	
FWFD	012807	Chair		1202	
FWFD	012809	Chair		1202	
FWFD	012417	Chair		1202	
FWFD	013153	shelves	RC762B	1113	metal
FWFD	013154	shelves	RC762B	1113	metal
FWFD	013155	shelves	RC762B	1113	metal
FWFD	013156	shelves	RC762B	1113	metal
FWFD	013157	shelves	RC762B	1113	metal
FWFD	013158	shelves	RC762B	1113	metal
FWFD	013159	shelves	RC762B	1113	metal
FWFD	013160	shelves	RC762B	1113	metal
FWFD	013161	shelves	RC762B	1113	metal
FWFD	013162	shelves	RC762B	1113	metal
FWFD	013163	shelves	RC762B	1113	metal
FWFD	013164	shelves	RC762B	1113	metal
FWFD	013165	shelves	RC762B	1113	metal
FWFD	013166	shelves	RC762B	1113	metal
FWFD	013167	shelves	RC762B	1113	metal
FWFD	013168	shelves	RC762B	1113	metal
FWFD	013169	shelves	RC762B	1113	metal
FWFD	013170	shelves	RC762B	1113	metal
FWFD	013171	shelves	RC762B	1113	metal
FWFD	013174	Chair with Arm	8P42A5KR	1113	metal
FWFD	013172	shelves		1113	
FWFD	013173	shelves		1113	
FWFD	013176	shelves		1113	
FWFD	013177	shelves		1113	
FWFD	013178	shelves		1113	
FWFD	013179	shelves		1113	
FWFD	013180	shelves		1113	
FWFD	013181	shelves		1113	
FWFD	013182	shelves		1113	
FWFD	013183	shelves		1113	
FWFD	013184	shelves		1113	

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<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWFD	013185	Chair with Net	8P42A5GH	1115	with net
FWFD	013186	Chair with Net	8P42A5GH	1115	with net
FWFD	013187	Chair with Net	8P42A5GH	1115	with net
FWFD	013188	Chair with Net	8P42A5GH	1115	with net
FWFD	013189	Chair with Net	8P42A5GH	1115	with net
FWFD	013190	Chair with Net	8P42A5GH	1115	with net
FWFD	013191	Chair with Net	8P42A5GH	1115	with net
FWFD	013192	Chair with Net	8P42A5GH	1115	with net
FWFD	013193	Chair with Net	8P42A5GH	1115	with net
FWFD	013194	Chair with Net	8P42A5GH	1115	with net
FWFD	013196	chair	8P42A5KR	1115	with net
FWFD	013195	conference table		1115	with arm
FWFD	013197	Dry & Erase Board	WS9648AL	1115	
FWFD	009909	Dry & Erase Board	WS9648AL	1115	
FWFD	007404	DVD Burner		1115	
FWFD	011023	Optiplex 330 tower		1115	
FWFD	013198	Savin 9945 dp copier		1115	
FWFD	013199	LG Television		1115	
FWFD	013203	Radio		1115	
FWFD	013201	Hamilton Beach Coffee Maker		1115	
FWFD	013202	chair		1116	
FWFD	013204	chair	28C1ND5GH	1116	with hutch
FWFD	013205	executive desk with hutch	28C1ND5GH	1116	
FWFD	013206	Chair		1116	
FWFD	013207	Dry & Erase Board		1116	
FWFD	013208	Metal Cabinet		1116	
FWFD	013209	Metal Cabinet		1116	
FWFD	013210	Wood Bookshelf		1116	
FWFD	013211	chair		1118	
FWFD	013212	chair	28C1ND5GH	1118	
FWFD		table	28C1ND5GH	1118	
FWFD		L shape desk	IDS6030B2	1118	
FWFD		L shape desk		1118	with hutch
FWFD		Dry & Erase Board		1118	with hutch
FWFD		Dry & Erase Board	WS9648AL	1118	
FWFD		Chair with Net	WS9648AL	1118	
FWFD		chair	8P42A5GH	1118	with net
FWFD		Wood Bookshelf	8P42A5KR	1118	with arm
FWFD		Key Box		1118	
FWFD		Fellowes paper shredder		1118	
FWFD	11578155 (ikon #)	Ricoh Aficio MP161 Copier/Fax		1118	

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<u>Dept</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWFD	013213	2 drawer metal filing cabinet		1118	
FWFD	013214	L shape desk		1119	
FWFD	013215	chair	8P42A5KR	1119	with arm
FWFD	013216	chair	28C1ND5GH	1119	
FWFD	013217	chair	28C1ND5GH	1119	
FWFD	013218	shelves	RC762B	1119	metal
FWFD	013218	shelves	RC762B	1119	metal
FWFD	013219	Dry & Erase Board	WS9648AL	1119	
<u>Audio/Visual Equipment</u>					
FWFD	012785	Audio Visual Equipments	Screen	1200	
FWFD	012787	Audio Visual Equipments	Podium	1200	
FWFD	013791	Audio Visual Equipments	Projector	1200	
FWFD	012920	Audio Visual Equipment Control Box			
FWFD	012788	Audio Visual Equipments	Screen	1202	
FWFD	012790	Audio Visual Equipments	Podium	1202	
FWFD	013792	Audio Visual Equipments	Projector	1202	
<u>Computers/Laptops</u>					
FWFD		Fire Academy at the PSA	CN-OTP222-73731-79Q-AKLU	1118	
FWFD		Fire Academy at the PSA	CN-OTP222-73731-79Q-AK6U	1118	
FWFD		Fire Academy at the PSA	CN-OTP222-73731-79Q-AK5U	1118	
FWFD		Regional Public Safety Academy	Laptop Not Applicable	-	
FWFD		Regional Public Safety Academy	Laptop Not Applicable	-	
FWFD		Regional Public Safety Academy	CN-OTP222-73731-79Q-ALGU	1116	
<u>Other Inventory</u>					
FWFD	13140	Round Table		1114	
FWFD	13150	Round Table		1114	
FWFD	13133	Round Table		1114	
FWFD	13144	Round Table		1114	
FWFD	13152	Round Table		1114	
FWFD	13142	Table		1114	
FWFD	13145	Chair		1114	
FWFD	13143	Chair		1114	
FWFD	13131	Chair		1114	
FWFD	13132	Chair		1114	
FWFD	13141	Chair		1114	
FWFD	13135	Chair		1114	
FWFD	13134	Chair		1114	

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<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWFD	13138	Chair		1114	
FWFD	13147	Chair		1114	
FWFD	13148	Chair		1114	
FWFD	13149	Chair		1114	
FWFD	13151	Wall Display Case		1114	
FWFD	13785	Sony Television & remote		1114	
FWFD		GE Microwave		1114	
FWFD		Frigidaire Refrigerator		1114	
FWFD		Executive Desk w/ hutch		1120	
FWFD		Chair		1120	
FWFD		Chair		1120	
FWFD		Dry erase board		1120	
FWFD		Metal filing cabinet		1120	
FWFD		Wood bookshelf		1120	
FWFD	8017	Dell Desktop Comp. screen		1120	
FWFD	12917	Dry erase board		1120	
FWFD	12854	Table		1201	
FWFD		Chair x 3		1201	
FWFD		Desk x 4 (w/ 3 filing drawers)		1201	
FWFD		LG Television x 3		1201	
FWFD	11040	Motorola radio w/ mic.		1201	
FWFD		Motorola CTC handheld radio x 6		1201	
FWFD		Motorola CTC handheld radio charger		1201	
FWFD	11277	Dell Optiplex 780 tower		1201	
FWFD	11369	Dell Optiplex 780 tower		1201	
FWFD	11285	Dell Optiplex 380 tower		1201	
FWFD	11284	Dell Optiplex 380 tower		1201	
FWFD	11274	Dell Optiplex 380 tower		1201	
FWFD	17532	HP z400 tower		1201	
FWFD		Logitech speaker		1201	
FWFD		AMX Autopatch box		1201	
FWFD		Sony DVD/VHS player		1201	
FWFD		HP DVD 1040		1201	
FWFD		Vbrick Control Box		1201	
FWFD	11276	Dell Optiplex 780 tower		1206	
FWFD	11275	Dell Optiplex 780 tower		1206	
FWFD	11272	Dell Optiplex 780 tower		1206	
FWFD	11279	Dell Optiplex 780 tower		1206	
FWFD	11283	Dell Optiplex 780 tower		1206	

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<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWFD	11278	Dell Optiplex 780 tower		1206	
FWFD	11282	Dell Optiplex 780 tower		1206	
FWFD	11281	Dell Optiplex 780 tower		1206	
FWFD	11280	Dell Optiplex 780 tower		1206	
FWFD	11368	Dell Optiplex 780 tower		1206	
FWFD		Chair x 12		1206	
FWFD		Desk x 12		1206	
FWFD		Cubicle x 12		1206	
FWFD		Headset x 11		1206	
FWFD		Dell desktop Comp. screen x 11		1206	
FWFD	12824	Dry erase board		1206	
FWFD	11041	Radio/Intercom plus accessories		1206	
FWFD		Del Tower cage		1206	
FWFD		Identification Safety Vests x 12		1206	
FWFD		Toilet & tp dispenser		1310	
FWFD		Sink & soap dispenser		1310	
FWFD		Towel dispenser & trash recp.		1310	
FWFD		Wall mounted heater		1310	
FWFD		Gear lockers x 36		1312	
FWFD		Minor Gear Extractor		1312	
FWFD		Beta Detergent Sque-z-feeder		1312	
FWFD		Metal workbench		1312	
FWFD		Stainless steel two basin sink		1312	
FWFD		Mop sink		1312	
FWFD	12429	Metal shelving		1312	
FWFD	12430	Metal shelving		1313	
FWFD	12431	Metal shelving		1313	
FWFD	12432	Metal shelving		1313	
FWFD	12427	Metal shelving		1313	
FWFD	12428	Metal shelving		1313	
FWFD		Metal shelving locking cage doors		1313	
FWFD		Hazardous Materials Cabinet (2 dr.)		1313	
FWFD		Hazardous Materials Cabinet (1 dr.)		1313	
FWFD		Dayton 36" Mobile Fan		1313	
FWFD	12433	Metal shelving		1313	
FWFD	12434	Metal shelving		1317	
FWFD	12435	Metal shelving		1317	
FWFD		CPAT Stairmaster Stepmill 7000 pt (x2)		1317	
FWFD		Training mannequins		1317	
FWFD		CPAT / WPE equipment		1317	
				1300	

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<u>Dept.</u>	<u>Tag #</u>	<u>Description</u>	<u>Model #</u>	<u>Room #</u>	<u>Remarks</u>
FWFD		Mongoose Nx7.3 bike x2		1300	
FWFD		LG Television		1300	
FWFD		Boat/trailer dolly		1300	
FWFD	FD# 78053	FD Training Trailer and contents		1300	
FWFD	FD# 79690	Flatbed Trailer		1300	
FWFD	6423	Panasonic projector (portable)		1300	
FWFD	9699	laptop		FD Training	
FWFD	9701	laptop		FD Training	
FWFD	9706	laptop		FD Training	
FWFD	9708	laptop		FD Training	
FWFD	11726	Printer- HP P2035		FD Training	
FWFD	12615	DVD/VHS player		RM 901	
FWFD	12919	Panasonic projector		1113	
FWFD	13003	metal filing cabinet		1113	
FWFD	13279	metal book shelf		RM 901	
FWFD	9624	laptop		RM 901	
FWFD	9723	Dell Portable Projector		1113	
FWFD				1113	

SCHEDULE NO. 2 - IVY TECH PROPERTY

<u>Room No.</u>	<u>Room Name</u>	<u>Ivy Tech Property Description</u>
1000	Auditorium	All items within the room
1001	Coat Room	All items within the room
1002	Janitor Closet	All items within the room
1003	Office	All items within the room
1004	Library	All items within the room
1008	Storage	All items within the room
1009	Storage	All items within the room
1010	Office	All items within the room
1011	Office	All items within the room
1012	Office	All items within the room
1013	Office	All items within the room
1014	Conf. Room	All items within the room
1015	Office	All items within the room
1016	Admin. Hallway Storage	All items within the room
1100	EMS Classroom	All items within the room
1314	Elev. Mech. Rm.	All items within the room
1315	Storage Room	All items within the room
1316	Maint. Office	All items within the room
1318	Recycle Room	All items within the room
1319	Loading Dock	All items within the room
1400	Gymnasium	All items within the room
1401	Elec. Storage	All items within the room
1402	Women's LR	All items within the room
1403	Men's LR	All items within the room
1500	Gathering Area	All items within the room
1501	Storage	All items within the room
1502	Kitchen	All items within the room
1507	Elev. Mech. Rm.	All items within the room
2000	Aud. Ctrf. Rm.	All items within the room
2100	Anthesis Classroom	All items within the room
2101	Faculty Storage	All items within the room

SCHEDULE NO. 2 - IVY TECH PROPERTY

2104	Vending Brk. Area	All items within the room
2105	Janitor Closet	All items within the room
2106	IT Room	All items within the room
2107	IT Office	All items within the room
2109	2nd Floor Cubes	All items within the room
2110	Conf. Room	All items within the room
2111	Office	All items within the room
2112	Office	All items within the room
2113	Office	All items within the room
2114	Office	All items within the room
2115	Faculty Storage	All items within the room
2116	Office	All items within the room
2117	Office	All items within the room
2118	Office	All items within the room
2119	Office	All items within the room
2120	Faculty Storage	All items within the room
2121	Office	All items within the room
2122	Office	All items within the room
2123	Office	All items within the room
2000	Aud. Ctri. Rm.	All items within the room
2001	Mech. Room	All items within the room
2100	Anthis Classroom	All items within the room
2101	Faculty Storage	All items within the room
2102	Women's RR	All items within the room
2103	Men's RR	All items within the room
2104	Vending Brk. Area	All items within the room
2105	Janitor Closet	All items within the room
2106	IT Room	All items within the room
2107	IT Office	All items within the room
2109	2nd Floor Cubes	All items within the room
2110	Conf. Room	All items within the room
2111	Office	All items within the room
2112	Office	All items within the room
2113	Office	All items within the room

SCHEDULE NO. 2 - IVY TECH PROPERTY

2114	Office	All items within the room
2115	Faculty Storage	All items within the room
2116	Office	All items within the room
2117	Office	All items within the room
2118	Office	All items within the room
2119	Office	All items within the room
2120	Faculty Storage	All items within the room
2121	Office	All items within the room
2122	Office	All items within the room
2123	Office	All items within the room
2505	Production Rm.	All items within the room
2506	HL Breakout Rm.	All items within the room
2507	HL Breakout Rm.	All items within the room
2508	HL Breakout Rm.	All items within the room
2509	HL Office	All items within the room
2510	HL Office	All items within the room
2511	Break Room	All items within the room
2514	EOC Plng. Rm.	All items within the room
2517	HL Office	All items within the room
All areas	Common areas not designated	Lounge Furniture

FIRST AMENDMENT TO MASTER SUBLEASE AGREEMENT

This FIRST AMENDMENT TO MASTER SUBLEASE AGREEMENT (“Amendment”) is made and entered into this ___ day of October, 2021 (the “Dated Date”), by and between The City of Fort Wayne, an Indiana municipal corporation (“Sublessor”), and Ivy Tech Community College of Indiana, an instrumentality of the State of Indiana established by IC 21-22 (“Sublessee”). Sublessor and Sublessee are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

RECITALS:

WHEREAS, Sublessor and Sublessee entered into a Master Sublease Agreement (“MSA”) on November 1, 2012 pursuant to which Sublessee subleased from Sublessor the real estate commonly known as the “Public Safety Academy” or “PSA”, located at 7602 Patriot Crossing, Fort Wayne, IN 46816; and

WHEREAS, the original term of the MSA, as set forth therein, expires on December 31, 2022; and

WHEREAS, pursuant to Section 20 of the MSA, it was intended that the PSA would be conveyed by Sublessor to Sublessee upon expiration of the MSA term; and

WHEREAS, Sublessee has decided it no longer has a need for the PSA building, and Sublessor has determined it desires to retain ownership of the PSA building following expiration of the MSA; and

WHEREAS, the Parties have determined it is in their mutual interest to terminate the MSA one year earlier than originally planned; and

WHEREAS, by mutual agreement, the Parties desire to amend the MSA to change the expiration date and eliminate the planned conveyance of the PSA to Sublessee in accordance with the terms of this Amendment.

AMENDMENT:

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein, the Parties hereby agree as follows:

1. Recitals. The Recitals to this Amendment are true and correct, are material terms to this Amendment, and are fully incorporated by reference herein.
2. Amendment of Sublease Term. The “Sublease Term” on Page 1 of the MSA shall be deleted and replaced with the following:

Sublease Term: Beginning on the Commencement Date and ending on December 31, 2021.



3. Amendment of Conveyance Procedures upon Expiration of Master Sublease. Section 20 of the MSA shall be deleted and replaced with the following:

20. Return of Premises.

Upon expiration of the Sublease Term, Sublessee shall return the Premises to Sublessor in the condition Sublessee received them, reasonable wear and tear excepted. Thereafter, Sublessee shall have no right or interest in and to the Premises, and Sublessor shall assume all responsibilities of ownership of the Premises, including, without limitation, payment of Operating Expenses as defined herein.

4. Continuance of Remaining Terms. The Parties acknowledge and agree that all other terms in the MSA shall continue in full force and effect without further modification. For the sake of clarity, any rights, responsibilities, or obligations of either Party that survived the expiration of the Sublease Term as originally defined shall survive expiration of the Sublease Term as amended.

5. Termination of Sub-Sublease. The Parties acknowledge and agree that they are both parties to a Sub-Sublease that is coterminous and partly dependent on the existence of the Master Sublease. The Parties intend by their execution of this Amendment that the Sub-Sublease will terminate on the same date of the MSA as amended herein.

6. Required Approvals. The Parties acknowledge and agree that this Amendment is subject to the approval of the Fort Wayne Board of Public Works, the Common Council of the City of Fort Wayne, and the Ivy Tech State Community College Board of Trustees. In the event any required approval is not obtained, this Amendment shall be null and void and the underlying MSA and Sub-Sublease shall continue in accordance with their terms.

7. Counterparts. This Amendment may be executed in one or more counterparts each of which shall be deemed and original and together which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Dated Date first written above.

SUBLESSOR:

The City of Fort Wayne, Indiana

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

SUBLESSEE:

Ivy Tech Community College of Indiana

By: DocuSigned by:
Kim R Barnett-Johnson
3FDDBE7772664FA...

Printed: Kim R. Barnett-Johnson, Ph.D.

Title: Chancellor

By: DocuSigned by:
William M. Hawkins
DD143017C3ED4C3...

Printed: William M. Hawkins

Title: Exec. Vice President of Administration and Treasurer



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

November 2, 2021

City Council Members
City of Fort Wayne

RE: Amendment to the Sublease Agreement with Ivy Tech for the Public Safety Academy

Dear Council Members:

The City has reached an understanding with Ivy Tech Community College of Indiana to enter into an Amendment Agreement to modify the Sublease Agreement between the two parties for the Public Safety Academy property.

The Amendment modifies the Term of the original agreement to remove the final year of the Sublease, and eliminates the conveyance of the property to Ivy Tech at the end of the Term, allowing the City to retain possession.

If you have any questions on the above, please feel free to contact me at 427-2317.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Carmichael".

Christopher Carmichael
Property Manager

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CITIZENS SQUARE

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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

Bid/RFP #	Amendment to the Sublease with Ivy Tech for the Public Safety Academy Building coming back to the City.
Awarded To	N/A
Amount	N/A
Conflict of interest on file?	N/A
Number of Registrants	N/A
Number of Bidders	N/A
Required Attachments	Master Sublease Agreement

EXTENSIONS

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

SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback--Authority)</i>	Amendment to the Sublease with Ivy Tech for the Public Safety Academy Building coming back to the City.
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>	Approval of the Amendment to the Sublease with Ivy Tech for the Public Safety Academy Building coming back to the City

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

<i>Account Information.</i>	N/A

BILL NO. S-21-11-01

REPORT OF COMMITTEE ON FINANCE

November 23, 2021


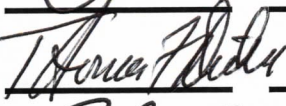



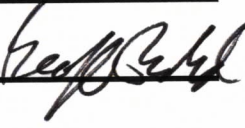
Glynn Hines Chair

Jason Arp Co-Chair

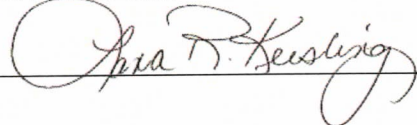
All Council Members

A Resolution of the Common Council of the City of Fort Wayne, Indiana
Approving the First Amendment to Master Sublease Agreement of a Portion of
the Public Safety Academy of Northeast Indiana from Ivy Tech Community
College of Indiana to City of Fort Wayne

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

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Hines.

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

Read the third time in full and on motion by Councilperson Ensley, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CHAMBERS	<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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>
TUCKER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

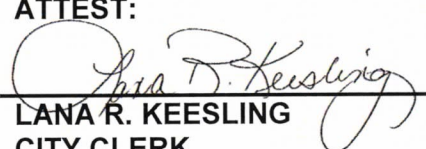
DATED: November 23, 2021



 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
 Special Ordinance No. S-21-11-01 on the 23rd day of November, 2021

ATTEST:



 LANA R. KEESLING
 CITY CLERK



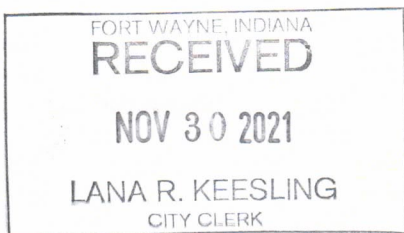
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th
 of November 2021, at the hour of 11:20 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 30TH day of November 2021, at the
 hour of 10:00 o'clock Am. E.S.T.





 THOMAS C. HENRY, MAYOR