BILL NO. R-19-11-27

RESOLUTION NO. __________

A RESOLUTION APPROVING THE PURCHASE OF CERTAIN REAL ESTATE LOCATED IN THE 3100 BLOCK OF VESEY AVE, WAYNE TOWNSHIP, FORT WAYNE, INDIANA, FOR THE CITY OF FORT WAYNE, BY AND THROUGH THE DIVISION OF PUBLIC WORKS - RESOLUTION #.106-11-12-19-01 - $7,100.00.

WHEREAS, the City of Fort Wayne, by and through the Division of Public Works – Resolution #106-11-12-19-01, desires to purchase property located in the 3100 Block of Vesey Ave in Wayne Township, Fort Wayne, Indiana; and

WHEREAS, the purchase of this property will include the acquired real estate as part of the City's ongoing plan to convert flood prone areas to green space;

WHEREAS, the purchase price for the property is SEVEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS – ($7,100.00); and

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

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

SECTION 1. The purchase of real estate, by and through the Division of Public Works, located in the 3100 Block of Vesey Ave in Wayne Township, Fort Wayne, Indiana specifically described in the Purchase Agreement, Exhibit "A," is hereby approved and agreed to. The appropriate officials of the City are hereby authorized to execute all documents necessary to accomplish said purchase.

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

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

EXHIBIT A

Listing Broker (Co.) ______________________ (________ office code) By ______________________ (________ individual code)

Selling Broker (Co.) ______________________ (________ office code) By ______________________ (________ individual code)

INDIANA ASSOCIATION OF REALTORS, INC.

PURCHASE AGREEMENT
(UNIMPROVED PROPERTY)

Date: 10-15-19

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

B. **PROPERTY:** The property ("Property") is known as 3100 BK Vesey Ave in Wayne Township, Allen County, Indiana, 46809 (zip code), legally described as: 4A N Riverview Add Between Vesey Ave & River

C. **PRICE:** Buyer will pay the total purchase price of ($ 7,100.00) Seven thousand one hundred Dollars for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price.

D. **EARNEST MONEY:**

1. **Submission:** Buyer submits $ Ø as Earnest Money which shall be applied to the purchase price at closing. Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow Agent and shall deposit Earnest Money received into its escrow account within two (2) banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this Agreement. Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any reason to timely submit Earnest Money in the contracted amount, Seller may terminate this Agreement upon notice to Buyer prior to Escrow Agent's receipt of the Earnest Money.
2. **Disbursement:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual Release or a Court Issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations.
3. **Legal Remedies/Default:** If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all rights to seek other legal and equitable remedies, which may include specific performance and additional monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above, may include specific performance and monetary damages in addition to loss of Earnest Money.

E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**

1. ☒ **CASH:** The entire purchase price shall be paid in cash and no financing is required.
2. ☐ **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a ______________ first ☐ **Conventional** ☐ **Insured Conventional** ☐ **Other:** ______________ mortgage loan for ________ % of purchase price, payable in not less than ________ years, with an original rate of interest not to exceed ________ % per annum and not to exceed ________ points. Buyer shall pay all costs of obtaining financing, except ______________________________

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

3. ☐ **ASSUMPTION: (Attach Financing Addendum)**

4. ☐ **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**

5. ☐ **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**

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

G. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before ____________, or within 60 days after acceptance of this offer, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties. The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by ☒ **Buyer (included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally.**

Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C. 27-07-3.7 et. seq.. Therefore, all funds from a single source of $10,000 or more shall be wired unconditionally to the closing agent's escrow account and all funds under $10,000 from a single source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer and the actual cost incurred shall appear on the closing statement.

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

1. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not included in the sale.
2. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to buyer or (b) elect to close the transaction,** in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
3. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of possession.

I. **SURVEY:** Buyer shall receive a **(check one)** ☐ **SURVEYOR LOCATION REPORT,** which is a survey where corner markers are not set; ☐ **BOUNDARY SURVEY,** which is a survey where corner markers of the Property are set prior to closing; ☒ **WAIVED,** no survey unless required by lender; at **(Check one)** ☐ **Buyer's expense (included in allowance, if provided)** ☐ **Seller's expense** ☐ **Shared equally.** The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released from any and all liability relating to any issues that could have been discovered by a survey. This release shall survive the closing.

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

K. **INSPECTIONS: (Check appropriate paragraph number)**

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

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

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

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

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

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

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

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

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

The parties agree that ☐ **Seller** ☒ **Buyer** will select a title insurance company to issue a title insurance policy and will order the commitment ☐ **immediately** or ☐ **other:** after contingencies under Section U (Further Conditions) are met.

Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of this Agreement.

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

M. **TAXES: (Check appropriate paragraph number)**

☒ 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on May 10, 2020, ______ , and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.

☐ 2. All taxes that have accrued for any **prior calendar** year that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.

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

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

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

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

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

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

Q. **PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS RECORDED PLATS AND EASEMENTS:** If the Property is subject to and affected by certain recorded protective restrictions, covenants, limitations and easements ("Covenants"), Seller shall furnish to Buyer a copy of the Covenants by the time evidence of title is provided. If the Property is in a recorded subdivision, then Seller shall furnish to Buyer a copy of the recorded plat, amendments and replats.

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

S. **ENVIRONMENTAL REPRESENTATIONS OF SELLER.** To Seller's best knowledge, based on an inquiry of those persons directly responsible for gathering the information, there does not currently exist any actual or potential contamination of the soil, subsoil, ground water, or any other portion of the Property by any hazardous or toxic substance or their constituents, or any underground tanks on the Property other than for the use of motor fuel or heating oil for use and consumption of Seller on the premises, and no environmental filings have been made concerning the Property with any governmental agency.

To Seller's best knowledge, based on an inquiry of those persons directly responsible for gathering information, Seller has complied at all times with all applicable federal, state and local environmental laws and regulations, including without limitation, the Indiana Responsible Property Transfer Law, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substance Control Act, Superfund Amendments and Reauthorization Act of 1986, any of the regulations under them, and any other federal statute and any state statute or municipal ordinance creating liability for the treatment, storage, disposal, arranging, or the existence on the Property of any hazardous or toxic substance, including their constituents. If required, Seller shall timely furnish to Buyer an environmental disclosure statement complying with the Indiana Responsible Property Transfer Law.

T. MISCELLANEOUS:

1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.

2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.

3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.

4. The Indiana Sheriff's Sex Offender Registry exists (www.indianasheriffs.org) to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.

5. Conveyance of this Property shall be by general Warranty Deed, or by ______________________________, subject to taxes, ______________________________ easements, restrictive covenants and encumbrances of record, unless otherwise agreed.

6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller will pay applicable tax obligation.

7. Any notice required or permitted to be delivered, shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.

8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.

11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s). The parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.

13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2) information regarding this transaction may be published in a multiple listing service, Internet or other advertising media.

14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.

15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and

facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.

16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # ______________________.

17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

U. **FURTHER CONDITIONS AND ZONING REQUIREMENTS (List and attach any addenda):** Purchase is subject to approval of the City of Fort Wayne Board of Public Works and the approval of the Common Council of the City of Fort Wayne

V. **ACKNOWLEDGEMENTS:** This ☐ is ☒ is not a limited agency transaction. Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

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

X. **EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by ____________ ☐ **A.M.** ☐ **P.M.** ☐ **Noon** the ________ day of ____________________, this Purchase Agreement shall be null and void and all parties shall be relieved and released of any and all liability or obligations.

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

City of Fort Wayne
Daniel A. Brenner 10-15-19

BUYER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
Daniel A. Brenner			
PRINTED		PRINTED	

SELLER'S RESPONSE: (Check appropriate paragraph):

This 15th **day of** Oct, 2019, **at** 9:00 ☒**A.M.** ☐ **P.M.** ☐ **Noon**

☒ **1. The above offer is Accepted.**

☐ **2. The above offer is Rejected.**

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

David D. Croghan Sr 10-15-19		David	
SELLER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
David D. Croghan, Sr			
PRINTED		PRINTED	

Exhibit A

That part south of the north line of Gruber Avenue of Lot #16 in Vesey Gardens Addition to the City of Fort Wayne, Indiana.

AND

Part of the North Half of Section 15, Township 30 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Beginning at the point on the east line of Vesey Avenue, said point being 420 feet west and 953.43 feet north of the intersection of the south line of the North Half of Section 15, Township 30 North, Range 12 East, Allen County, Indiana, and the west bank of the St. Mary's River: thence north along the east line of Vesey Avenue, a distance of 366.57 feet; thence east with a deflection angle to the right of 85 degrees 31 minutes 20 seconds a distance of 324.45 feet; thence south with a deflection angle to the right of 46 degrees 12 minutes and along the St. Mary's River a distance of 189.35 feet; thence south with a deflection angle to the right 35 degrees 35 minutes 30 seconds and along the St. Mary's River a distance of 133.96 feet; thence south with a deflection angle to the right of 7 degrees 25 minutes 40 seconds and along the St. Mary's River a distance of 504.58 feet to the point of beginning, containing 3.82 acres.

A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS APPROVING THE PURCHASE OF VACANT LAND LOCATED AT 3100 (BLK OF) VESEY AVENUE

RESOLUTION #106-11-12-19-1

WHEREAS, the City of Fort Wayne (the "City") wishes to purchase a parcel of real estate, located in 3100 (Blk of) Vesey Avenue; and

WHEREAS, the City wishes to purchase from David D. Croghan, Sr that certain parcel of real estate having the address of 3100 (Blk of) Vesey Avenue; and

WHEREAS, David D. Croghan, Sr, wishes to voluntarily sell the Real Estate to the City for an agreed-upon purchase price of Seven Thousand and One Hundred Dollars ($7,100.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS AS FOLLOWS:

The purchase of the Real Estate by the City of Fort Wayne, Indiana, in the amount of Seven Thousand and One Hundred Dollars ($7,100.00) is hereby approved.

APPROVED this 12th day of November 2019.

BOARD OF PUBLIC WORKS

BY: ______________________
Shan Gunawardena, Chair

BY: ______________________
Kumar Menon, Member

Mike Avila
BY: ______________________
Mike Avila, Member

ATTEST: ______________________
Michelle Fulk-Vondran, Clerk

Prepared by: Chris Carmichael, City of Fort Wayne, Assistant Property Manager

COUNCIL DIGEST SHEET

COST COMPARISON

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

DESCRIPTION OF PROJECT / NEED

Identify need for project & describe project; attach supporting documents as necessary.	City acquiring real estate to be included as a part of City's ongoing plan to convert flood prone areas to green space

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

Account Information.	Flood Control Funds

COUNCIL DIGEST SHEET

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

RFPs, BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	Purchase Agreement between City of Fort Wayne and David D. Croghan for property located in the 3100 (blk of) Vesey Ave in Wayne Township, Allen County, Indiana
Awarded To	David D. Croghan
Amount	N/A
Conflict of interest on file?	N/A
Number of Registrants	N/A
Number of Bidders	N/A
Required Attachments	

EXTENSIONS

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

SPECIAL PROCUREMENT

Contract #/ID *(State, Federal, Piggyback--Authority)*	Purchase Agreement between City of Fort Wayne and David D. Croghan for property located in the 3100 (blk of) Vesey Ave in Wayne Township, Allen County, Indiana
Sole Source/ Compatibility Justification	N/A

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

Most Responsible, Responsive Lowest	No *If no, explain below*
If not lowest, explain	N/A

CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

November 18, 2019

City Council Members
City of Fort Wayne

RE: City of Fort Wayne/David D. Croghan Purchase Agreement 3100 (blk of) Vesey Avenue

Dear Council Members:

The City has entered into a Purchase Agreement to acquire property in the 3100 (blk of) Vesey Avenue in Wayne Township, Allen County, Indiana. A copy is attached.

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

We are asking for Council to approve this acquisition.

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

Sincerely,

Christopher Carmichael
Assistant Property Manager