

BILL NO. R-19-11-25

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ACQUISITION/DONATION OF CERTAIN REAL ESTATE LOCATED AT 3333 GENEVA STREET, WAYNE TOWNSHIP, FORT WAYNE, INDIANA, FOR THE CITY OF FORT WAYNE, BY AND THROUGH THE DIVISION OF PUBLIC WORKS - RESOLUTION #106-11-12-19-2.

WHEREAS, the City of Fort Wayne, through its Division of Public Works – Resolution #106-11-12-19-2, desires to acquire property located at 3333 GENEVA STREET, WAYNE TOWNSHIP, FORT WAYNE, INDIANA, specifically described in the Donation Agreement, Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Donation Agreement for the property located at 3333 GENEVA STREET, WAYNE TOWNSHIP, FORT WAYNE, INDIANA is submitted to the Common Council for approval.

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

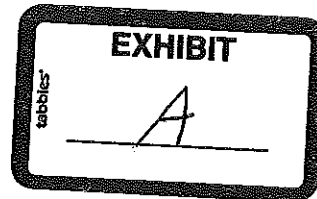
SECTION 1. The acquisition of real estate by the City of Fort Wayne through its Division of Public Works, located at 3333 GENEVA STREET, WAYNE TOWNSHIP, FORT WAYNE, INDIANA, specifically described in the Donation Agreement, Exhibit "A," is hereby approved and agreed to. The appropriate officials of the City are hereby authorized to execute all documents necessary to accomplish said donation.

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



DONATION AGREEMENT

THIS AGREEMENT IS MADE this 12th day of Nov, 2019 ("Effective Date") by and between Margaret Baker Individually ("Donor") and The City of Fort Wayne, an Indiana municipal corporation ("Donee").

WITNESSETH:

WHEREAS, Donor owns certain unimproved real property in the City of Fort Wayne, Indiana a description of which is attached hereto and made a part hereof as Exhibit A (the "Property"); and

WHEREAS, Donor desires to make a charitable contribution of the Property to Donee;

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

A. Conveyance of Property

1. Donor hereby agrees to convey the Property to Donee as a charitable contribution ("Conveyance") and Donee hereby agrees to accept such charitable conveyance upon the terms and conditions set forth in this Agreement.
2. At closing, Donor shall convey to Donee by quit claim deed all title and interest Donor may have in the Property.

B. Closing.

1. Closing shall occur at a date mutually agreeable to the parties but not later than thirty (30) days after review and approval of this transaction by the City of Fort Wayne Board of Public Works and the Common Council of the City of Fort Wayne. The obtaining of such approvals shall be a condition to the closing of the subject conveyance.
2. At Closing, Donor shall deliver to Donee the following instruments:
 - (a) The quit claim deed; and
 - (b) Such other documents as may be reasonably required to consummate the Conveyance.
3. At Closing, Donee shall pay for the cost of title examination, title insurance, recording fees, and closing costs related to the conveyance of the Property.

4. At Closing, Donor shall provide proof of payment of all real estate taxes due and owing on the property through November 10, 2019. Donee shall pay all taxes on the property beginning with taxes due and payable on May 10, 2020.

C. Inspection Period.

1. Donor shall provide copies of the following documents to Donee (to the extent such documents are in Donor's possession) (the "Property Documents") within ten (10) days after execution of this Agreement;

- (a) Surveys, plats and specifications for the Property;
- (b) All documents, agreements and written information and reports related to the Property including service contracts, permits and licenses applicable to the Property, environmental reports and all maintenance records;
- (c) Notices of any zoning, safety, building, fire, environmental, health code or other violations affecting or relating to the Property;
- (d) Such other documents as Donee may reasonably request.

2. Donee shall have thirty (30) days to examine the Property Documents after receipt thereof (the "Inspection Period"), during which Donee shall have the right in its sole discretion to terminate this Agreement upon written notice to Donor. In the event of such termination, this Agreement shall be null and void and neither party shall have any further obligation to the other with respect to the Property.

3. Donor shall grant to Donee, its designees, representatives, agents, engineers and contractors access to all portions of the Property during normal business hours during the Inspection Period for the purpose of inspecting the condition of the Property. Donee retains the right to terminate this Agreement, in its sole discretion, during the Inspection Period if Donee does not accept the condition of the Property.

D. Representations, Warranties and Indemnities of Donor.

Donor hereby represents and warrants to Donee as of the date of this Agreement (all of which shall be true as of the Closing):

1. Title. Donor is conveying to Donee any and all interest Donor may have in the Property by quit claim deed. To Donor's knowledge, all water and sewer charges and other utility and municipal charges, other than real estate taxes, to the extent due and owing, have been paid in full.

2. No Encroachments. To Donor's knowledge, no part of the Property encroaches upon any property adjacent thereto or upon any easements, nor are there any encroachments upon the Property.

3. Leases. To Donor's knowledge the Property is not subject to any lease or occupancy rights held by any third party.

4. Contracts and Agreements. To Donor's knowledge, there are no written or oral contracts or agreements affecting the Property which may be binding on Donee, as Donor's successor in title, which are not terminable by Donee without penalty, upon not more than thirty (30) days advance written notice.

5. Permits. To Donor's knowledge, there are no permits or, licenses, required by regulatory authorities are required for the operation and use of the Property.

6. Litigation. To Donor's knowledge, there is no litigation or claim pending or raised against or involving the Property.

7. No Encumbrances. Except as may have been otherwise expressly provided herein, Donor, prior to Closing, shall not encumber the Property or any of the improvements or personal property thereon, without the prior written consent of Donee.

8. Environmental. (i) To Donors knowledge, there are no Environmental Perils or Hazardous Materials (as defined below) at, on, about, or under the Property.

(ii) Donor and Donee agree that, unless the context otherwise specifies or requires, the following terms shall have the meaning herein specified:

(a) "Governmental Authority" shall mean the United States, the state, the county, the city, and any other political subdivision in which the Property is located, and any court, political subdivision, agency, or instrumentality with jurisdiction over Seller or the Property.

(b) "Governmental Requirements" shall mean all statutes, laws, decisions, ordinances, rules and regulations of any Governmental Authority applicable to Seller or the Property.

(c) "Hazardous Materials" shall mean, among others, any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C.A. §§ 6901 et seq. ("RCRA"), and regulations promulgated thereunder; any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability.

E. Donee's Right to Cancel.

In the event the title report or Donee's inspection discloses unsatisfactory conditions or restrictions, Donee shall have the right exercisable in its sole and absolute discretion, to cancel the Agreement, whereupon it shall be null and void.

F. Binding Effect; Limitation of Remedy.

Donor acknowledges that Donee will expend extensive time and resources, e.g., in conducting due diligence, in reliance upon this Agreement. Accordingly, Donor specifically acknowledges this Agreement may be enforced by Donee in equity and at law. If Donee shall breach this Agreement, default, or fail to close, the exclusive remedy of Donor shall be to retain the Property. All other remedies at law or in equity are waived by Donor.

G. Notices.

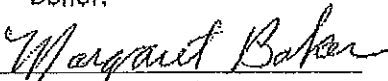
Any notice, demand, request, consent or other instrument which may be or is required to be given shall be served personally or sent by United States mail, postage prepaid, and addressed to such party at its address set forth below or at such other place as either party may designate by written notice to the other or by facsimile. Any written notice served personally shall be deemed served on the date of its receipt. Any written notice sent by mail shall be deemed served on the date it is placed in the possession of the United States Postal Service. For purposes of this Agreement, notice shall be sent to Seller and Purchaser as follows:

To Donor: Margaret L. Baker
5515 Hosler Road
Leo, IN 46765

To Donee: The City of Fort Wayne
Citizens Square
200 East Berry, Suite 470
Attn: Daniel A. Brenner
Property Manager
Fort Wayne, IN 46802

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Donor:


Margaret L. Baker

Donee:

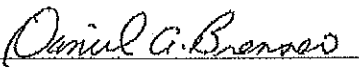

City of Fort Wayne
Daniel A. Brenner
Its: Property Manager

Exhibit A

The East 132 feet of the West 566.5 feet of Lot #34 in Hartmans Outlots, as recorded in the plat thereof
In the Office of the Recorder of Allen County, Indiana

**A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
APPROVING THE DONATION OF 3333 GENEVA STREET**

RESOLUTION #106-11-12-19-2

WHEREAS, the City of Fort Wayne (the "City") wishes to acquire a parcel of real estate, located at 3333 Geneva Street; and

WHEREAS, the City wishes to acquire from Margaret L. Baker that certain parcel of real estate having the address of 3333 Geneva Street; and

WHEREAS, Margaret L. Baker, wishes to voluntarily donate the Real Estate to the City for an agreed-upon purchase price of Zero Dollars (\$0,000.00).

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 Zero (\$0,000.00) is hereby approved.

APPROVED this 12th day of November 2019.

BOARD OF PUBLIC WORKS

BY: _____

Shan Gunawardena, Chair

BY: _____

Kumar Menon, Member

BY: _____

Mike Avila, Member

ATTEST: _____

Michelle Fulk-Vondran, Clerk

Prepared by: Dan Brenner, City of Fort Wayne, Property Manager

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	Donation Agreement between City of Fort Wayne and Margaret L. Baker for property located at 3333 Geneva Street in Wayne Township, Allen County, Indiana
Awarded To	Margaret L. Baker
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)	Donation Agreement between City of Fort Wayne and Margaret L. Baker for property located at 3333 Geneva Street in Wayne Township, Allen County, Indiana
Sole Source/ Compatibility Justification	NA

BID CRITERIA (Take Buy Indiana requirements into consideration.)

Most Responsible, Responsive Lowest	No If no, explain below
If not lowest, explain	Property donated to City by Margaret L. Baker

COUNCIL DIGEST SHEET

COST COMPARISON

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

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

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

<i>Account Information.</i>	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/Margaret L. Baker Donation Agreement 3333 Geneva Street

Dear Council Members:

The City has entered into a Donation Agreement to acquire 3333 Geneva Street 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,

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

Christopher Carmichael
Assistant Property Manager

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CITIZENS SQUARE

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