

BILL NO: R-24-11-25

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ACQUISITION BY DONATION OF NINETEEN (19) PARCELS OF CERTAIN REAL ESTATE LOCATED IN FORT WAYNE, INDIANA, FOR THE CITY OF FORT WAYNE, FROM HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES, INC. BY AND THROUGH THE DIVISION OF PUBLIC WORKS - RESOLUTION #111-11-5-24-3.

WHEREAS, the City of Fort Wayne, through its Division of Public Works – Resolution #111-11-5-24-3, desires to acquire nineteen (19) properties located in Fort Wayne, Indiana, specifically described in the Donation Agreement, Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Donation Agreement between Housing and Neighborhood Development Services, Inc. and the City of Fort Wayne, by and through its Board of Public Works, for the properties located in Fort Wayne, Indiana, is submitted to the Common Council for approval; and

WHEREAS, the purchase price for the properties is ZERO DOLLARS – (\$0.00) in total; and

WHEREAS, Sec. 37-25 of the City of Fort Wayne Code of Ordinances, requires the Common Council approval of any acquisition 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 acquisition of nineteen (19) parcels of real estate by the City of Fort Wayne through its Division of Public Works, located in Fort Wayne, Indiana, specifically described in the Donation Agreement, Exhibit "A," is

1 hereby approved and agreed to. The appropriate officials of the City are hereby
2 authorized to execute all documents necessary to accomplish said donation.

3 **SECTION 2.** This Resolution shall be in full force and effect from and
4 after its passage and any and all necessary approval by the Mayor.
5

6
7 _____
8 Council Member
9

10 APPROVED AS TO FORM AND LEGALITY
11

12 _____
13 Malak Heiny, City Attorney
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

DONATION AGREEMENT

THIS AGREEMENT IS MADE this 31st day of October, 2024 ("Effective Date") by and between Housing and Neighborhood Development Services, Inc., an Indiana non-profit corporation ("Donor") and The City of Fort Wayne, Indiana, an Indiana municipal corporation ("Donee"). Donor and Donee are collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Donor owns certain unimproved real properties in the City of Fort Wayne, Indiana, descriptions of which are attached hereto and made a part hereof as Exhibit A (collectively, the "Properties"); and

WHEREAS, Donor desires to make a donation of the Properties to the Donee;

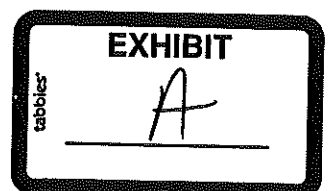
NOW, THEREFORE, in and for consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Conveyance of Properties

1. Donor hereby agrees to convey the Properties to Donee as a donation ("Conveyance") and Donee hereby agrees to accept such donation 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 Properties.

B. Closing

1. Closing on the Conveyance 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 each of the City of Fort Wayne Board of Public Works and the Common Council of the City of Fort Wayne. The failure to obtain either such approval shall result in the termination of this Agreement and the Parties rights and obligations herein contained, effective the date such approval is denied.
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.
4. At Closing, Donor shall provide proof of payment of all real estate taxes due and owing on the Properties through the _____ day of _____, 2024. Donee shall pay all taxes on the Properties beginning with the taxes due and payable on the _____ day of _____, 2024.

C. Inspection Period

1. Donor shall provide copies of the following documents to Donee (to the extent such documents are in Donor's possession or otherwise reasonably accessible to Donor) (the "Property Documents") within ten (10) days following execution of this Agreement;
 - a. Surveys, plats and specifications of the Properties;
 - b. All documents, agreements and written information and reports related to the Properties including service contracts, permits and licenses applicable to the Properties, 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 Properties;
 - d. Such other documents as Donee may reasonably request.
2. Donee shall have thirty (30) days to examine the Property Documents following actual 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 Properties.
3. Donor shall grant to Donee, its designees, representatives, agents, engineers and contractors unrestricted access to all portions of the Properties during normal business hours during the Inspection Period for the purpose of inspecting the condition of the Properties. 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 Properties for any reason.

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 Properties 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 Properties encroach upon any property adjacent thereto or upon any easements, nor are there encroachments upon the Properties.
3. **Leases.** To Donor's knowledge, the Properties are not subject to any lease or occupancy rights held by any third party.
4. **Contracts and Agreements.** To Donor's knowledge, no written or oral contracts or agreements affecting the Properties exist which may be binding on Donee, or Donor's successor in title, which are not terminable by Donee without penalty, upon no more than thirty (30) days advance written notice.
5. **Permits.** To Donor's knowledge, there are no permits, licenses, or approvals required by State or local regulatory authorities for the operation and use of the Properties.
6. **Litigation.** To Donor's knowledge, there is no litigation or claim pending or asserted which in any manner affect the Properties.
7. **No Encumbrances.** Except as may have been otherwise expressly provided herein, prior to Closing Donor has not previously and shall not hereafter encumber the Properties or any of the improvements or personal property located thereon, without the prior written consent of Donee.
8. **Environmental.** To Donor's knowledge, there are no Environmental Perils or Hazardous Materials (as defined below) at, on, about, under or in any manner affect the Properties. 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 Properties is located, and any court, political subdivision, agency, or instrumentality with jurisdiction over Donor or the Properties.
 - b. "Governmental Requirements" shall mean all statutes, laws, decisions, ordinances, rules and regulations of any Governmental Authority applicable to Donor or the Properties

- 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 any unsatisfactory conditions or restrictions, Donee shall have the right exercisable in its sole and absolute discretion, to terminate this Agreement, making this Agreement 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 Properties. 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 Party 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 State Postal Service. For the purpose of this Agreement, notices shall be sent to Donor and Donee as follows:

To Donor: Housing and Neighborhood Development Services, Inc.
200 E Berry St, Suite 320
Fort Wayne, IN 46802
Attn: Kelly Lundberg
Managing Director
kelly.lundberg@cityoffortwayne.org

To Donee: City of Fort Wayne
200 E Berry St, Suite 470
Fort Wayne, IN 46802

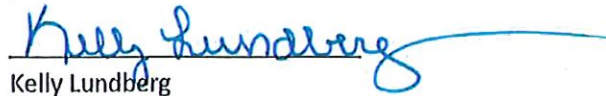
Attn: Chris Carmichael
Property Manager
christopher.carmichael@cityoffortwayne.org

(Signature Page to follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Donor:

Housing and Neighborhood Developments Services, Inc.

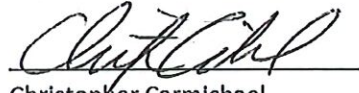


Kelly Lundberg

Managing Director

Donee:

City of Fort Wayne, Indiana



Christopher Carmichael

Property Manager

Exhibit A

Parcel 1:

Lot No. Eight (8) in Old Orchard Addition to the City of Fort Wayne, according to the recorded plat thereof, situated in Allen County, Indiana

Commonly Known As: 2020 Brookside Street

PIN: 02-12-10-433-006.000-074

Parcel 2:

Lot No. 62 in Electric Addition to the City of Fort Wayne, according to the recorded plat thereof, situated in Allen County, Indiana

Commonly Known As: 2142 Brown Street

PIN: 02-12-10-303-013.000-074

Parcel 3:

Lot Number 14 in Crestholme Addition to the City of Fort Wayne, Allen County, Indiana, excepting therefrom that part dedicated to the City of Fort Wayne and to the public for street, sidewalk and utility purposes recorded April 15, 1996 as document Number 960019724

Commonly Known As: 3920 Covington Road

PIN: 02-12-08-482-002.000-074

Parcel 4:

Lot Number 15, Crestholme Amended Addition, an Addition to the City of Fort Wayne, according to the plat thereof, recorded in Plat Record 8, page 50, in the Office of the Recorder of Allen County, Indiana, excepting therefrom that part dedicated to the City of Fort Wayne and to the public for street, sidewalk, and utility purposes recorded as Document No. 960019723

Commonly Known As: 3926 Covington Road

PIN: 02-12-08-482-001.000-074

Parcel 5:

Lot Number thirty-one (31) in Crestholme Amended Addition to the City of Fort Wayne

Commonly Known As: 4024 Covington Road

PIN: 02-12-08-481-003.000-074

Parcel 6:

Part of Lot Number 18 in Brackenridge Third Subdivision in the City of Fort Wayne, described as follows:

Beginning at a point in the North line of said lot, situated 89.5 feet Northeastward from the Northeast corner of Lot 5 in Anna Dolan's Subdivision of the West 182 feet of said Lot 18, said point being in the South line of Hale Avenue, as established in said city; thence continuing Northeastward on the South line of said Hale Avenue 65 feet; thence South and parallel to the East line of said Anna Dolan's Subdivision 258.3 feet to a point in the South line of said Lot 18; thence West on South line of said Lot 18 a distance of 64 feet to a point situated 88 feet East of the Southeast corner of said Lot 5 of said Dolan's Subdivision; thence North on the line parallel to the East line of said Dolan's Subdivision 240.1 feet to the point of beginning

Commonly Known As: 1741 Hale Avenue

PIN: 02-12-10-405-001.000-074

Parcel 7:

Lot Number Seventeen (17) in Thompson's Third Addition to South Wayne, except the North 19 feet thereof, as recorded in Plat Record 2, page 14, in the Office of the Recorder of Allen County, Indiana

Commonly Known As: 1436 Huestis Avenue

PIN: 02-12-10-452-003.000-074

Parcel 8:

The East 24 feet of Lot Number 39 and the West 3 feet of Lot Number 40 in Electric Light Addition to the City of Fort Wayne

Commonly Known As: 1329 Michigan Avenue

PIN: 02-12-10-430-011.000-074

Parcel 9:

Lots Numbered 105 and 106 in Riverside Terrace Addition to the City of Fort Wayne, Indiana as recorded in Plat Record 11, page 102, in the Office of the Recorder of Allen County, Indiana

Commonly Known As: 3305 Ozark Avenue

PIN: 02-12-15-254-002.000-074

Parcel 10:

The North half of Lot Number 59 and the North half of Lot Number 60 in Electric Addition to the City of Fort Wayne, according to the recorded plat thereof

Commonly Known As: 2014 Paul Street

PIN: 02-12-10-302-008.000-074

Parcel 11:

Lot 27, except the West 15 feet thereof appropriated for widening Menefee Drive, in C.M. Menefee's First Addition to the City of Fort Wayne, being recorded in Plat Book 11, page 91, Recorder's Office, Allen County, Indiana

Commonly Known As: 2070 Pauline Street

PIN: 02-12-10-402-017.000-074

Parcel 12:

Lot Number 321 in Second Commercial Addition, as recorded in Plat Record 3, page 58, in the Office of the Recorder of Allen County, Indiana

Commonly Known As: 2023 Strathmore Street

PIN: 02-12-09-402-009.000-074

Parcel 13:

Lot Number Eleven (11) and Five (5) feet off the East side of Lot Twelve (12) in B.D. Miners First Addition to the City of Fort Wayne, according to the recorded plat thereof, recorded in Deed Record 92, page 62, in the Office of the Recorder of Allen County, Indiana

Commonly Known As: 1205 Taylor Street

PIN: 02-12-10-432-008.000-074

Parcel 14:

The West 20 feet of Lot Number 12 and the East 12 feet of Lot Number 13 in B D Miner's First Addition to the City of Fort Wayne, Allen County, Indiana according to the plat thereof recorded in Deed Record 92, page 62, in the Office of the Recorder of Allen County, Indiana

Commonly Known As: 1207 Taylor Street

PIN: 02-12-10-432-007.000-074

Parcel 15:

The West 13 feet of the Lot Number 13 and the East 19 feet of Lot 14 in B.D. Miner's Addition to the City of Fort Wayne

Commonly Known As: 1211 Taylor Street

PIN: 02-12-10-432-006.000-074

Parcel 16:

Lot Number 16 in B.D. Miner's First Addition to the City of Fort Wayne, Allen County, Indiana

Commonly Known As: 1215 Taylor Street

PIN: 02-12-10-432-004.000-074

Parcel 17:

Lot Numbered Seventeen (17) B.D. Miner's First Addition to the City of Fort Wayne, as per plat thereof recorded in Deed Record 92, page 62, in the Office of the Recorder of Allen County, Indiana

Commonly Known As: 1217 Taylor Street

PIN: 02-12-10-432-003.000-074

Parcel 18:

All that part of Lot Number 9 in Beerman's Addition to the City of Fort Wayne, Allen County, Indiana, situated in Fractional Southwest Quarter Section 7, Township 30 North, Range 12 East, described as follows, to-wit:

Beginning at a point situated 400 feet North along the East line of said Fractional Quarter Section and 798.0 feet West of the Southeast corner of the said Fractional Quarter Section; thence North on a line parallel with the East line of said Fractional Quarter Section 374.0 feet; thence South 17 degrees 42 minutes West 389.0 feet, thence East 107.2 feet to the place of beginning

Commonly Known As: 6326 Wilmarbee Drive
PIN: 02-12-07-377-005.000-074

Parcel 19:

Lot Number 11, Beerman's Addition to the City of Fort Wayne, excepting therefrom the East 50 feet of the aforesaid Lot Number 11

Commonly Known As: 6327 Wilmarbee Drive
PIN: 02-12-07-378-001.001-074

Resolution No. 111-11-5-24-3

A RESOLUTION APPROVING THE DONATION AGREEMENT FOR THE ACQUISITION OF NINETEEN (19) PROPERTIES REAL ESTATE LOCATED IN FORT WAYNE, INDIANA, BETWEEN THE CITY OF FORT WAYNE, INDIANA AND HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES, INC

WHEREAS, The City of Fort Wayne Board of Public Works wishes to acquire by donation nineteen (19) parcels of real estate located in Fort Wayne, Indiana and more particularly described as:

See Exhibit A in the attached Donation Agreement

WHEREAS, Housing and Neighborhood Development Service, Inc. wishes to voluntarily donate the Real Estate to the City for no monetary compensation (\$0.00).

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

SECTION 1. The Board of Public Works of the City of Fort Wayne, Indiana, hereby approves the acquisition of the above-named property, following all applicable state statutes. The Property Manager of the City is hereby authorized to execute all documents necessary to accomplish said acquisition.

SECTION 2. This resolution shall be effective upon adoption.

Signed this 5th day of Nov, 2024.

**CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS**


Shan Gunawardena, Chair


Kumar Menon, Member


Chris Guerrero, Member

Attest: 
Michelle Fulk-Vondran, Clerk

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	Acquisition of nineteen (19) properties by City from Housing and Neighborhood Development Services, Inc. in Fort Wayne, Wayne Township, Allen County, Indiana
Awarded To	Housing and Neighborhood Development Services, Inc.
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)	Acquisition of nineteen (19) properties by City from Housing and Neighborhood Development Services, Inc. in Fort Wayne, Wayne Township, Allen County, Indiana
Sole Source/ Compatibility Justification	N/A

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

Most Responsible, Responsive Lowest	No <i>If no, explain below</i>
If not lowest, explain	N/A

COUNCIL DIGEST SHEET

COST COMPARISON

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

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	City acquiring real estate to be included as a part of City's ongoing flood mitigation program

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

SHARON TUCKER, MAYOR

November 7, 2024

City Council Members
City of Fort Wayne

RE: City of Fort Wayne/Housing and Neighborhood Development Service, Inc.

Dear Council Members:

The City has agreed to acquire nineteen (19) parcels of real estate located in the City of Fort Wayne, Wayne Township, Allen County, Indiana from Housing and Neighborhood Development Services, Inc.

The City of Fort Wayne Board of Public Works has approved these acquisitions.

We are asking for Council to approve these acquisitions.

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", is written over a horizontal line.

Christopher Carmichael
Property Manager

ENHANCED QUALITY OF LIFE FOR ALL

CITIZENS SQUARE

200 E. Berry St. • Fort Wayne, Indiana • 46802 • cityoffortwayne.org

An Equal Opportunity Employer