

1 **BILL NO. R-24-03-31**

2 **RESOLUTION NO. R-10-24**

3 **A RESOLUTION APPROVING THE ACQUISITION OF**
4 **PORTIONS OF 1649 SPY RUN AVE AND 1671 SPY RUN AVE**
5 **(BEH), WAYNE TOWNSHIP, FORT WAYNE, INDIANA, FOR**
6 **THE CITY OF FORT WAYNE, BY AND THROUGH THE**
7 **BOARD OF PUBLIC WORKS - RESOLUTION #111-3-19-24-1.**

8 **WHEREAS**, the City of Fort Wayne, through its Board of Public
9 Works – Resolution #111-3-19-24-1, desires to acquire portions of properties
10 located at **1649 SPY RUN AVE AND 1671 SPY RUN AVE (BEH), WAYNE**
11 **TOWNSHIP, FORT WAYNE, INDIANA**, specifically described in the Resolution,
12 Exhibit "A," attached hereto and made a part hereof; and

13 **WHEREAS**, the Resolution for the properties located on at **1649 SPY**
14 **RUN AVE AND 1671 SPY RUN AVE (BEH), WAYNE TOWNSHIP, FORT**
15 **WAYNE, INDIANA**, is submitted to the Common Council for approval; and

16 **WHEREAS**, the purchase of these properties is for Public Works Flood
17 Mitigation; and

18 **WHEREAS**, the purchase price for the properties is ZERO DOLLARS –
19 (\$0.00) in total; and

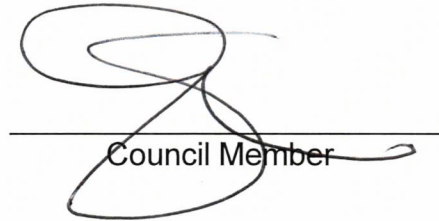
20 **WHEREAS**, Sec. 37-25 of the City of Fort Wayne Code of Ordinances,
21 requires the Common Council approval of any acquisition of real estate by the City.
22

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

25 **SECTION 1.** The acquisition of portions of two (2) parcels of real
26 estate by the City of Fort Wayne through its Board of Public Works, located at **1649**
27 **SPY RUN AVE AND 1671 SPY RUN AVE (BEH), WAYNE TOWNSHIP, FORT**
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1 **WAYNE, INDIANA**, specifically described in the Resolution, Exhibit "A," is hereby
2 approved and agreed to. The appropriate officials of the City are hereby authorized
3 to execute all documents necessary to accomplish said acquisition.
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5 **SECTION 2.** This Resolution shall be in full force and effect from and
6 after its passage and any and all necessary approval by the Mayor.

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9 Council Member

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11 APPROVED AS TO FORM AND LEGALITY

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14 Malak Heiny, City Attorney

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**A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
APPROVING THE ACQUISITION OF PORTIONS OF
1649 SPY RUN AVE AND 1671 SPY RUN AVE (BEH)**

RESOLUTION # 111-3-19-24-1

WHEREAS, the City of Fort Wayne (the "City") wishes to acquire portions of two (2) parcels of real estate located at 1649 Spy Run Ave and 1671 Spy Run Ave (beh); and

WHEREAS, the City wishes to acquire from the Lawton Medical Investors, LLC ("LMI") those certain portions of the parcels of real estate having the addresses of 1649 Spy Run Ave and 1671 Spy Run Ave (beh); and

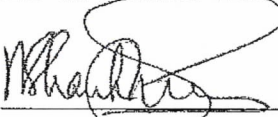
WHEREAS, LMI wishes to voluntarily donate the real estate to the City for the agreed upon purchase price of Zero Dollars (\$0.00).

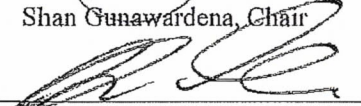
NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS AS FOLLOWS:

The acquisition of the real estate by the City of Fort Wayne, Indiana, in the amount of Zero Dollars (\$0.00) is hereby approved.

APPROVED this 19 day of March 2024.

BOARD OF PUBLIC WORKS

BY: 
Shan Gunawardena, Chair

BY: 
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is made as of the Effective Date (as hereinafter defined) by and between Lawton Medical Investors, LLC, a foreign limited liability company ("Donor") and the City of Fort Wayne, an Indiana municipal corporation ("Donee") and, with Donor, collectively referred to herein as the "Parties".

RECITALS:

Donor owns certain unimproved real property in the City of Fort Wayne, Indiana, the legal description of which is attached hereto and made a part hereof as Exhibit A (the "Property"), which Donor desires to donate to Donee by conveying all of Donor's right, title and interest in the Property to Donee.

Donee desires to accept the donation of the Property from Donor, subject to the terms, covenants and conditions contained herein.

NOW, THEREFORE, in and for consideration of the foregoing recitals and the mutual covenants and obligations of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- A. **INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as if fully set forth herein.
- B. **CONVEYANCE OF PROPERTY.**
 1. Upon the terms, agreements and conditions herein set forth, Donor agrees to convey without charge to Donee and Donee agrees to accept as a charitable contribution at closing (the "Closing") all of Donor's right, title and interest in the Property together with all improvements located thereon (the "Donation").
 2. The Parties acknowledge and agree that no consideration or payment of any nature, whether in cash or in kind, shall be paid by Donee or received by Donor in exchange for the Donation.
- C. **CLOSING.**
 1. Closing Date. Closing shall occur on a date mutually agreeable to the Parties following the later to expire of the Objection Period and the Due Diligence Period (both as herein defined) but in no event later than thirty (30) days following the review and date of final approval of the Donation by both the City of Fort Wayne Board of Public Works and the Common Council of the City of Fort Wayne. The obtaining of such final approvals shall be a condition to the closing of the subject conveyance.

2. Deliveries. At Closing, Donor shall deliver to Donee the following instruments:
 - i. A Special Warranty Deed in recordable form duly executed by Donor and acknowledged, conveying the Property to Donee (the "Deed"). The Property shall be conveyed by Donor subject to all covenants, agreements, restrictions, easements, liens, and other encumbrances of record, subject to the provisions of Section D. hereof; and
 - ii. Such other documents, instruments, records, correspondence or agreements required or reasonably requested by Donee to be delivered hereunder which have not been previously delivered to Donee or which are required by the title company issuing any title insurance policy in connection with this transaction or otherwise contemplated to consummate the conveyance in accordance with the terms hereof.
3. Real Estate Taxes. Donor shall pay all unpaid real estate taxes and assessments which are a lien against the Property or are otherwise due and owing on the date of Closing based upon the latest available tax information.
4. Risk of Loss. All risk of loss for the Property and all improvements located thereon shall be the obligation of Donor until the conveyance of the Property to Donee has been completed and the Property has been accepted by Donee pursuant to the terms and conditions hereof;
5. Costs. (a) Donor shall be responsible for the costs of survey; (b) Donee shall be responsible for the costs of (i) all due diligence activities, (ii) the preparation of the Deed, (iii) recording costs, (iv) title search costs, title insurance premiums and the cost of any endorsements, and (v) all costs of Closing.

D. TITLE AND SURVEY.

1. Title Examination. Donee may order a title insurance commitment (the "Title Commitment") for an ALTA title policy (the "Title Policy") issued by a title company selected by Donee and covering the Property, accompanied by copies of all recorded documents affecting the Property with proper searches for bankruptcies, judgments, liens and assessments. At Donee's request, Donor shall provide a current ALTA/NSPS land survey for the Property ("Survey") acceptable to Donee or alternatively Donee shall obtain the Survey at Donor's cost. Donee shall pay the cost of the title search and Title Commitment, Title Policy premium and endorsements or additional coverage, for the preparation and recordation of curative title documents by either Party, and any other costs related to issuance of the Title Commitment and Title Policy.
2. Title Objections, Cure of Title Objections. Donee shall have ten (10) days following receipt of the latter of the Title Commitment or Survey (the "Title Objection Deadline") to notify Donor in writing of Donee's objections, if any, to

any matter affecting marketability of title contained in the Title Commitment or the Survey (collectively, the "Title Objections"). Donor may elect but shall not be obligated to cure Donee's Title Objections prior to the expiration of the Title objection deadline. If Donor elects to cure Donee's Title Objections, the costs and expenses incurred in effecting such cure shall be borne by Donor. If Donor elects not to cure Donee's Title Objections prior to the expiration of the Title Objection Deadline, Donee may either: (a) cure the Title Objections at Donee's expense or waive the Title Objections and accept title as set forth in Section D.2; or (b) terminate on this Agreement by written notice to Donor given on or at any time prior to the Title Objection Deadline.

E. INSPECTION OF PROPERTY.

1. Right of Inspection. Closing is contingent upon Donee being satisfied with the condition of the Property as set forth in this Section E.1. Within five (5) business days following the Effective Date, Donor shall provide to Donee all of the following in the possession of or otherwise accessible to Donor: (a) all land and engineering surveys, (b) all soil tests and environmental reports, (c) plans and drawings, (d) all traffic studies, and (e) contracts and warranties related to or affecting the Property (the "Property Contracts"). Donee and its agents shall have thirty (30) days following the Effective Date to inspect all aspects of the Property (the "Inspection Period"). During the Inspection Period, Donee and its agents shall have the right to access the Property to make all inspections, investigations, and testing as Donee deems necessary to determine the condition of the Property. Donee agrees to conduct on-site inspections of the Property upon reasonable prior oral or written notice to Donor. Donee shall pay all costs and expenses of such inspections, investigations, and testing. Donee shall repair any damage to the Property caused solely by Donee's inspections, investigations, and testing and shall restore the Property substantially to its condition existing as of the Effective Date. Donee agrees to indemnify and hold Donor harmless, to the extent permitted by law, from all costs, expenses or damages for property damages, personal injuries, or death which are the sole and direct result of Donee's inspection activities unless caused by Donor's negligence or willful misconduct. Such indemnification shall be provided only for direct damages and shall exclude indemnification for indirect, incidental, special, exemplary or punitive damages. Donor shall assist Donee, to the best of Donor's ability, in obtaining all inspections, investigations, and testing as Donee reasonably deems necessary at Donee's expense.
2. Donee's Right of Termination. Donee may terminate this Agreement upon written notice to Donor given on or at any time prior to expiration of the Inspection Period if the condition of or other issues affecting the Property (collectively, the "Inspection Contingencies") are not acceptable to Donee in its discretion. If Donee does not terminate this Agreement on or prior to the expiration of the Inspection Period, this Agreement shall no longer be subject to the Inspection Contingencies.

F. REPRESENTATIONS AND WARRANTIES OF DONOR.

Donor hereby represents and warrants to the best of Donor's knowledge as of the Effective Date of this Agreement (which representations and warranties shall be true as of the date of Closing):

1. Title. Donor is conveying to Donee any and all right, title and interest Donor may have in the Property and the improvements located thereon by Special Warranty Deed. All real estate taxes and assessments against the Property, to the extent a lien on the Property or otherwise due and owing, and all water, sewer charges and other utility and municipal charges attributable to the Property on the date of Closing have been paid.
2. No Encroachments. No part of the Property encroaches upon any property adjacent thereto or upon any easements, and no encroachments exist upon the Property.
3. Authority. Donor has the full power and authority to enter into this Agreement and to perform Donor's obligations hereunder, and this Agreement constitutes the legal, valid and binding obligation of Donor, enforceable against Donor in accordance with its terms. The person signing this Agreement and Donor's closing documents on behalf of Donor is duly authorized to do so. All action required to effectuate the Donation has been taken by Donor or will be taken pursuant to this Agreement.
4. Leases. There are no outstanding written or oral leases, occupancy agreements or other right of occupancy covering or in any way affecting the Property that will survive the Closing, and no person or entity has any written or oral right to acquire the Property or any interest therein (whether by option to purchase, contract, or otherwise).
5. No Other Agreements. Neither the execution or performance of this Agreement nor the consummation of the Donation will constitute a violation of or be in conflict with or constitute a default under any term or provision of any agreement or instrument to which Donor is a party or by which the Property or any portion thereof is bound.
6. Compliance With Laws. The Property, the uses currently made thereof and activities conducted thereon comply with all fire, zoning, health, environmental, subdivision and other applicable federal, state or local laws, rules, regulations, ordinances or codes. Donor has not received any notices of non-compliance in connection with Donor's ownership, management, operation or use of the Property from any third parties or notice of any governmental proceedings with respect thereto.

7. Legal Proceedings. There are no legal actions, including any eminent domain actions or proceedings, pending or threatened against Donor or relating to the Property, including action by any governmental agency, which could affect the Donation and there are no unsatisfied judgments outstanding against Donor.
8. Contracts and Agreements. No written or oral contracts or agreements affecting the Property that will survive the Closing.
9. Permits. No permits or licenses are required by any federal or regulatory authorities for the ownership, management, operation and use of the Property.
10. No Encumbrances. Except for liens for real estate taxes and assessments not yet due and payable, there are no mortgages, liens, assessments or other encumbrances on or affecting the Property. Donor shall not in any manner encumber the Property or any of the improvements thereon prior to Closing.
11. Environmental.
 - i. No Hazardous Materials (as defined below) exist on, about, under or adjacent to the Property.
 - ii. As used herein, the term "Hazardous Material" means any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws (as defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity or toxicity, including any items defined as "Hazardous Materials" in 49 CFR 171.8, and any petroleum, polychlorinated biphenyls (PCBs), asbestos, radon, natural gas, natural gas liquids, liquefied Natural gas or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), and any other material of similar genre.

G. MISCELLANEOUS.

1. Entire Agreement. This Agreement contains the entire agreement between the Parties concerning the Donation and conveyance of the Property, and supersedes all prior written or oral agreements between the Parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
2. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

3. Governing Law and Venue. The Parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Indiana. Any legal action brought by a Party under this Agreement shall be heard by a court of applicable jurisdiction located in Allen County, Indiana.
4. No Third Party Beneficiaries. No person other than Donor and Donee and their successors and assigns shall have any right of action under this Agreement.
5. Waivers. No waiver by either Party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.
6. Captions. The captions of this Agreement are for convenience and in no way define or limit the scope or intent of such Sections of this Agreement.
7. Effective Date. As used herein, the term "Effective Date" shall mean and refer to the date upon which this Agreement is executed by the last Party to sign, as indicated by the dates set forth below opposite the signature of Donee and Donor.
8. Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.
9. No Brokers. Each Party represents and warrants to the other Party that it has not engaged the services of a broker, finder, or similar agent in connection with this transaction.
10. No Joint Venture. Nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between the Donor and Donee.
11. Time is of the Essence. Time is of the essence with respect to the performance of this Agreement.
12. Severability. If any term or provision of this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such term or provision only will be void to the extent of such invalidity, and the remainder of this Agreement will remain in full force and effect.
13. Assignment. Donor may not assign this Agreement without the prior written approval of Donee.
14. Amendment. This Agreement may only be amended in a writing signed by the Parties.

15. Complete Agreement. This Agreement constitutes the sole and complete agreement between the parties with respect to the matters herein contained and cannot be changed except by a written instrument executed by the Parties. No representation or promise not included in this Agreement or any written amendment shall be binding upon the Parties. This Agreement may be executed in multiple counterparts.
16. Survival. Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements set forth in this Agreement shall survive (and shall be enforceable after) the Closing, and shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
17. Participation. Each Party has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the Party which drafted such language shall be applicable in connection with this Agreement. Each Party shall rely upon its own legal counsel. Neither Party is acting on behalf of the other Party or is advising the other Party in connection with this Donation, and neither Party has relied on any information or advice provided by the other Party.
18. Expense of Parties. Except as otherwise specifically provided in this Agreement, each Party hereto will pay and bear its own expenses and fees in connection with this Agreement and the Donation contemplated hereby.

H. BINDING EFFECT: LIMITATION OF REMEDY.

Donor acknowledges that Donee will expend extensive time and resources, e.g., conducting due diligence, in reliance upon the terms of this Agreement. Accordingly, Donor specifically acknowledges that in the event of a breach of this Agreement by Donor, 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, and all other remedies at law or in equity are waived by Donor.

I. NOTICES.

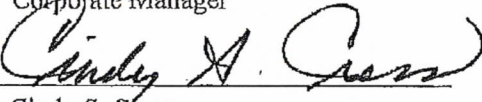
Any notice, demand, request, consent or other instrument which may be or is required to be given shall be served personally, by international overnight courier (with next day delivery guaranteed) or sent by United States mail, postage prepaid, and addressed to the party entitled thereto at its address set forth below or such other place as either party may designate by written notice to the other or by electronic mail or 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 three (3) days after date it is placed in the possession of the United States Postal Service. Any notice sent by electronic mail or facsimile shall be deemed served on the date of its receipt. For purposes of this Agreement, notice shall be sent to Donor and Donee as follows:

To Donor: Lawton Medical Investors, LLC
3570 Keith St NW
Cleveland, TN 37312
ATTN: Becky Richmond
Legal Assistant

To Donee: The City of Fort Wayne
200 E Berry St, Suite 470
Fort Wayne, IN 46802
ATTN: Christopher Carmichael
Property Manager

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

Donor:
Lawton Medical Investors, LLC
By: Developers Investment Company, Inc.,
Corporate Manager

By: 
By: Cindy S. Cross
Its: Vice President/Secretary
Date: _____

Donee:
City of Fort Wayne

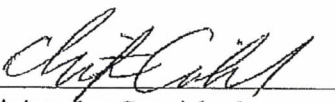
By: 
By: Christopher Carmichael
Its: Property Manager
Date: 3/11/24

EXHIBIT A

Legal Description

DESCRIPTION

The following description was prepared by Timothy C. Gouloff, LS, Reg. No. 29500017, as part of a survey by Gouloff-Jordan Surveying and Design, Inc., Job No. 20230355, dated October 20, 2023.

Part of Lot 1 and Lot 2 in Wells Pre-emption, according to the plat thereof, recorded in Survey Record B, page 324 in the Office of the County Surveyor of Allen County, Indiana, and being also part of the lands of Lowton Medical Investors, LLC as described in Document 2017035194 (hereinafter referred to as 'parent parcel') in the Office of the Recorder of Allen County, Indiana, more particularly described as follows:

Commencing at the intersection of the south line of Ruth Street and the west line of Spy Run Avenue (U.S. 27) as depicted in Declaratory Resolution No. 244-1912 and Plat Record 7A, page 1 in the Office of the Recorder of Allen County, said point being also the northeast corner of said parent parcel; thence South 87 degrees 58 minutes 25 seconds West (bearing based on the State Plane Coordinate System (NAD83)(2011), Indiana East zone) on the south line of Ruth Street and the north line of said parent parcel, a distance of 315.06 feet to the POINT OF BEGINNING; thence South 17 degrees 07 minutes 27 seconds East 55.63 feet; thence South 07 degrees 48 minutes 12 seconds West 41.19 feet; thence South 58 degrees 44 minutes 12 seconds West 28.64 feet to a point approximately 2 feet easterly of the east face of a 1 foot wide concrete flood control wall; thence on a line approximately 2 feet easterly of said east face, the following ten (10) courses: South 29 degrees 14 minutes 50 seconds West 26.03 feet; thence South 20 degrees 12 minutes 08 seconds West 7.66 feet; thence South 07 degrees 47 minutes 03 seconds West 34.76 feet; thence South 10 degrees 31 minutes 55 seconds West 22.85 feet; thence South 14 degrees 58 minutes 59 seconds West 24.12 feet; thence South 10 degrees 16 minutes 57 seconds West 33.06 feet; thence South 04 degrees 17 minutes 31 seconds West 31.60 feet; thence South 00 degrees 23 minutes 31 seconds East 22.61 feet; thence South 04 degrees 43 minutes 02 seconds East 23.47 feet; thence South 14 degrees 17 minutes 59 seconds East 119.71 feet; thence South 70 degrees 53 minutes 49 seconds East 22.37 feet; thence South 41 degrees 01 minute 22 seconds East 74.09 feet to the south line of said parent parcel; thence South 87 degrees 58 minutes 25 seconds West on said south line, a distance of 194.32 feet to the southwest corner of said parent parcel; thence North 01 degree 16 minutes 44 seconds West on the west line of said parent parcel, a distance of 336.16 feet; thence South 87 degrees 58 minutes 19 seconds West, continuing on said west line, a distance of 0.96 feet; thence North 01 degree 50 minutes 35 seconds West, continuing on said west line, a distance of 173.48 feet to the northwest corner of said parent parcel and the south line of Ruth Street; thence North 87 degrees 58 minutes 25 seconds East on said south line of Ruth Street and the north line of said parent parcel, a distance of 159.36 feet to the point of beginning, containing 1.52 acres, more or less.



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

March 19, 2024

City Council Members
City of Fort Wayne

RE: City of Fort Wayne/Lawton Medical Investors, LLC

Dear Council Members:

The City has agreed to acquire portions of two (2) parcels of real estate located at 1649 Spy Run Ave and 1671 Spy Run Ave (beh) Wayne Township, Allen County, Indiana from Lawton Medical Investors, LLC.

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".

Christopher Carmichael
Property Manager

ENGAGE • INNOVATE • PERFORM

CITIZENS SQUARE

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

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 by City from Lawton Medical Investors, LLC of portions of two (2) parcels of real estate located at 1649 Spy Run Ave and 1671 Spy Run Ave (beh) Wayne Township, Allen County, Indiana
Awarded To	Lawton Medical Investors, LLC
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 by City from Lawton Medical Investors, LLC of portions of two (2) parcels of real estate located at 1649 Spy Run Ave and 1671 Spy Run Ave (beh) 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 management program

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

<i>Account Information.</i>	General Funds

BILL NO. R-24-03-31

REPORT OF COMMITTEE ON FINANCE

April 9, 2024

Sharon Tucker Chair






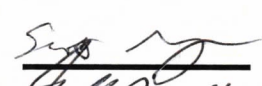
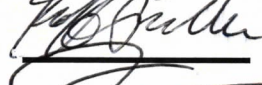

Marty Bender Co-Chair

All Council Members

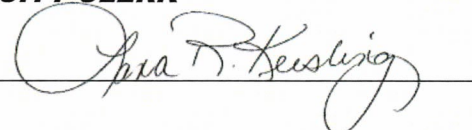
A Resolution approving the acquisition of portions of 1649 Spy Run Ave and 1671 Spy Run Ave (BEH), Wayne Township, Fort Wayne, Indiana, for the City of Fort Wayne, by and through the Board of Public Works - Resolution #111-3-19-24-1

Purchase price for both properties is \$0.00 in total

COMMITTEE ON FIANANCE 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>
BENDER			
CHAMBERS			
ENSLEY			
FREISTROFFER			
HARTMAN			
JEHL			
MYERS			
PADDOCK			
TUCKER			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

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

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

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

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<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"/>
HARTMAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MYERS	<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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: April 9, 2024



LANA R. KEESLING, CITY CLERK

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

Resolution No. R-24-03-31 on the 9th day of April, 2024

ATTEST:

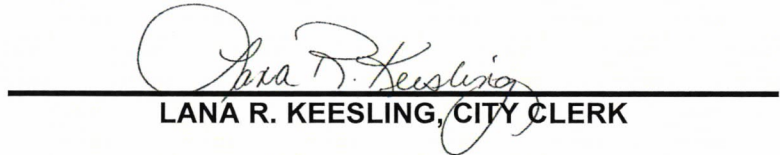


LANA R. KEESLING
CITY CLERK



PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th of April 2024, at the hour of 9:20 o'clock A.M. E.S.T.



LANA R. KEESLING, CITY CLERK

Approved and signed by me this 10th day of April 2024, at the hour of 10:47 o'clock AM E. S.T.



KARL BANDEMER, MAYOR

