

1 BILL NO. R-25-09-19

2 RESOLUTION NO. R-45-25

3  
4 A RESOLUTION APPROVING A PURCHASE  
5 AGREEMENT FOR THE ACQUISITION OF REAL  
6 PROPERTY LOCATED AT 2112 W COLISEUM  
7 BLVD, FORT WAYNE, INDIANA, FOR THE CITY  
8 OF FORT WAYNE, INDIANA (Approved and  
9 Executed by the Board of Public Works on  
10 September 16, 2025.)

11 **WHEREAS**, the City of Fort Wayne, by and through its Division of  
12 City Utilities ("CU"), wishes to acquire Real Property consisting of 0.499 acres of  
13 vacant land located at 2112 W. Coliseum Blvd., Fort Wayne, Indiana, (the "Real  
14 Estate"), to be used for drainage improvements to expand the capacity of the  
15 Lincolnale Drain, to increase its capacity and alleviate neighborhood flooding; and

16 **WHEREAS**, the City of Fort Wayne, by and through its Board of  
17 Public Works, approved and executed a purchase agreement to acquire the Real  
18 Estate in the regularly-held meeting of the Board of Public Works on September 16,  
19 2025; and

20 **WHEREAS**, the purchase price for the Real Estate is Twenty-Five  
21 Thousand and 00/100 Dollars (\$25,000.00) (the "Purchase Price"); and

22 **WHEREAS**, Sec. 37.25 of the City of Fort Wayne Code of  
23 Ordinances requires the Common Council's approval of any conveyance of real  
24 estate to the City.

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

27 **SECTION 1.** The acquisition of the Real Estate by CU, the City of  
28 Fort Wayne, by and through its Board of Public Works, in the amount of the  
29 Purchase Price, and upon such other terms and conditions as CU shall determine,  
30

1 is hereby agreed to and approved. The appropriate officials of the City of Fort  
2 Wayne are hereby authorized to execute all documents necessary to effectuate  
3 said purchase.  
4

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 \_\_\_\_\_  
10 Council Member

11 APPROVED AS TO FORM AND LEGALITY

12   
13 \_\_\_\_\_  
14 Malak Heiny, City Attorney

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**REAL PROPERTY PURCHASE AGREEMENT**  
**Fort Wayne City Utilities**

1 The City of Fort Wayne ("Buyer") agrees to purchase the fee simple title to all of the following  
2 Real Property ("Property") for the consideration stated below subject to the conditions, requirements, and  
3 stipulations described in the following Purchase Agreement.  
4

5 **CONTACT INFORMATION and LOCATION OF PROPERTY**

6 Owner(s) Name(s): Tracor Supply Company ("Seller")  
7 Primary Telephone: \_\_\_\_\_ Other Telephone: \_\_\_\_\_  
8 Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_  
9

10 Mailing Address: c/o Tracor Supply Company 5401 Virginia Way  
11 City/Town: Brentwood, State: Tennessee Zip Code: 37027  
12

13 Property Address: 2112 W. Coliseum Blvd  
14 City/Town: Fort Wayne, Indiana 46808  
15

16 Latest Deed of Record: Deed Book 666, page 481  
17 Tax ID Number: 02-07-22-353-004.000-073  
18 Land area of part being purchased: 0.499 acre (legal description and drawing attached)  
19 Land area of total parcel: 4.74 acre (calculated)  
20

21 **PURCHASE PRICE**

22 The City agrees to pay to the Seller the total purchase amount of **\$25,000.00 (Twenty-Five**  
23 **Thousand Dollars and Zero Cents)** for the Property which **includes a portion of parcel 02-07-22-**  
24 **353-004.000-073**. There are not any houses or accessory buildings within the Property.  
25

26 NOTE: The Seller certifies that no substantial changes have occurred to the Property to reduce the  
27 value determined by the appraisals, as of the effective date of this Purchase Agreement.  
28

29 **EXPIRATION OF OFFER**

30 This Purchase Agreement shall be returned to the City no later than **12 noon, on September 19,**  
31 **2025**, otherwise this Purchase Agreement shall be null and void and both parties shall be released  
32 from the transaction.  
33

34 **APPROVALS BY BOARD OF PUBLIC WORKS and COMMON COUNCIL**

35 This transaction is subject to approval by both the Board of Public Works and the Common  
36 Council of the City of Fort Wayne, Indiana. In the event that either body does not approve this  
37 transaction, the transaction shall be terminated and both parties shall be released from this Purchase  
38 Agreement.  
39

40 **CLOSING**

41 Closing Date:  
42 The closing date for this transaction shall be on or before **November 30, 2025**, or this Agreement  
43 shall terminate unless an extension of time is mutually agreed to in writing. Any change in the closing  
44 date shall be agreed to in writing by both parties.  
45

46 Location of Closing:  
47 The closing shall be held at TBD located at TBD, **Fort Wayne, Indiana**.  
48

49 Closing Fees:

**REAL PROPERTY PURCHASE AGREEMENT**  
**Fort Wayne City Utilities**

50 All fees charged by the closing agent, including document preparation and recording fees shall be  
51 paid by the **City of Fort Wayne (Buyer)**.  
52

53 **EARNEST MONEY**

54 The **City** as a policy does not pay earnest money.  
55

56 **METHOD OF PAYMENT**

57 The entire amount shall be paid in **cash**.  
58

59 Both parties agree that all funds delivered to the closing agent's escrow account shall be such that  
60 the closing agent shall be able to distribute all funds in accordance with I.C. 27-07-3.7-1 through 27-  
61 07-3.7-1-10, inclusive. Furthermore, all funds sent from one source, when the amount is **\$10,000.00**  
62 or greater, shall be sent in the form of an irrevocable wire transfer to the escrow account of the  
63 closing agent, and all funds under **\$10,000.00** from one source shall be guaranteed to be "Good  
64 Funds" as defined by the aforesaid Indiana Code.  
65

66 **POSSESSION**

67 Possession of the Property shall be given to the Buyer at closing. If the **Seller** does not grant  
68 possession by the date and time stated above, the **Seller** shall pay the **Buyer** the amount of **\$12.00**  
69 **(Twelve Dollars and No Cents)** per day as liquidated damages until possession is delivered to the  
70 **Buyer**. The **Buyer** shall have all other legal remedies available for use against the **Seller**, to the  
71 extent allowed by law.  
72

73 **PROPERTY MAINTENANCE**

74 Lawn Mowing:

75 The **Seller** shall keep the lawn mowed so as to not violate tall grass/weed ordinances, and shall  
76 mow the grass within two (2) calendar days of possession by the **Buyer**, when the **Buyer** takes  
77 possession between April 1<sup>st</sup> and November 15<sup>th</sup>, subject to any drought conditions that may be  
78 present.  
79

80 Notice of Defective Conditions:

81 The **Seller** certifies that no governmental agency has served notice ordering the repair or  
82 correction of any defective conditions.  
83

84 The **Seller** shall maintain the Property in its present condition until the **Buyer** takes possession.  
85 The **Buyer** may inspect the Property prior to closing to determine whether there is compliance with  
86 this clause. The **Seller** shall remove all rubbish and personal property.  
87

88 **LOSS OR DAMAGE PRIOR TO CLOSING**

89 In the event the Property is damaged by fire, flooding, storm, vandalism, earthquake, or any other  
90 cause, prior to the closing, the parties to this Purchase Agreement shall proceed as follows:  
91

92 In the event any damage or destruction occurs, prior to closing, the **Seller** shall make all  
93 necessary repairs to return the Property to the condition it was in prior to the damage or destruction.  
94 The **Seller** shall maintain adequate property casualty insurance on the Property, and shall also be  
95 responsible for the payment of any and all insurance deductible(s). If the Property is not fully  
96 repaired prior to closing, the **Buyer**, at its choosing, may terminate this Agreement and the **Seller**  
97 shall return the earnest money, if any earnest money was given, to the **Buyer** within thirty (30)  
98 calendar days.  
99

**REAL PROPERTY PURCHASE AGREEMENT**  
Fort Wayne City Utilities

100 **BOUNDARY SURVEY**

101 The **Buyer** shall furnish the **Seller** with a boundary survey performed in accordance with I.A.C.  
102 Title 865, Rule 12, for which the corner markers of the Property are established and marked prior to  
103 the closing date. The survey shall (i) be delivered prior to the closing; (ii) certified as of the current  
104 date; (iii) be reasonably satisfactory to the **Seller**; (iv) show the location of all visible improvements;  
105 (v) depict recorded easements identified by the current title commitment, and also items on the real  
106 property which indicate that an easement interest may have become established via unwritten rights;  
107 and (vi) depict the current flood zone designation of the Real Property as indicated on the current  
108 Flood Hazard Boundary Map maintained by the U.S. Department of Homeland Security, Federal  
109 Emergency Management Agency.

110  
111   X   The survey shall be paid for by the **Buyer**.

112  
113 **FLOOD HAZARD AREA**

114 The **Buyer** may not cancel this Purchase Agreement if the Property is located in a flood hazard  
115 zone.

116  
117 **OTHER USE LIMITATIONS**

118 The **Buyer** may not terminate this Agreement if the Property is subject to building or use  
119 limitations defined by local zoning ordinances which materially affect the **Buyer's** intended use of  
120 the Property.

121  
122 **INSPECTIONS**

123 The **Buyer** acknowledges that it has the right to obtain independent inspections disclosing the  
124 condition of the Property, including any buildings, and has been given the opportunity to order those  
125 inspections as a part of its due diligence efforts prior to concluding the transaction.

126  
127 The **Buyer** reserves its right to conduct independent inspections. All inspections are at the  
128 **Buyer's** expense and shall be performed by licensed independent inspectors or qualified independent  
129 contractors that shall be chosen by the **Buyer**, and paid for their services by the **Buyer**.

130  
131 The **Seller** shall make arrangements so that all areas of the Property, including any buildings, are  
132 open and accessible for inspection.

133  
134 Inspections and Response Periods:

135 All inspections that Buyer intends to undertake shall be ordered by the **Buyer** immediately  
136 following the execution of this document. In the event that the presence of a defect is revealed, **Buyer**  
137 shall have   10   calendar days to respond to **Seller** in writing with regard to any such inspection,  
138 following which Buyer shall have   10   calendar days to request, obtain, and respond to **Seller** in  
139 writing with regard to any supplementary reports.

140  
141 If the Buyer does not respond in writing to Seller within the above time periods with regard to a  
142 problem revealed in a report, or timely request a reasonable extension of time in writing, then the  
143 Property shall be deemed to be acceptable. Should either party fail to respond to an inspection  
144 response from the other within five calendar days, or timely request a reasonable extension of time in  
145 writing, then that inspection response is deemed accepted. Making a timely written request for an  
146 extension of time does not constitute acceptance of an inspection response, whether or not the request  
147 is granted.  
148

**REAL PROPERTY PURCHASE AGREEMENT**  
**Fort Wayne City Utilities**

149 In the event that Buyer reasonably believes that an inspection has revealed a defect with the  
150 Property, not disclosed by Seller prior to entering into this Purchase Agreement (and excluding  
151 routine maintenance and minor repair items), and the Seller fails to remedy the defect to the Buyer's  
152 reasonable satisfaction before closing, then Buyer may terminate this Purchase Agreement.  
153 Alternatively, Buyer may waive the right to have the defect cured prior to closing, or Buyer and Seller  
154 may agree to have the defect remedied following closing.

155  
156 (Under Indiana law, a "defect" means a condition that would have a significant adverse effect on  
157 the value of the Property, that would significantly impair the health or safety of future occupants of  
158 the Property, or that if not repaired, removed, or replaced, would significantly shorten or adversely  
159 affect the expected normal life of the premises.)  
160

161  
162 **DISCLOSURES**

163  
164 The **Buyer** has **waived** the "Seller's Residential Real Estate Sales Disclosure" form.

165  
166 The "Lead-Based Paint Certification and Acknowledgment" form is **Not Applicable**.

167  
168 **TITLE WORK and DEED**

169 Before closing, the **Buyer** shall be furnished with a title insurance commitment using the most  
170 current and comprehensive ALTA Owner's Title Insurance Policy available in an amount equal to the  
171 purchase price. In order to proceed with the transaction, the **Seller** shall have marketable title to the  
172 Real Property in the **Seller's** name. The **Seller** shall convey the fee simple title to the Property free  
173 and clear of any encumbrances and title defects, with the exception of any restrictions or easements of  
174 record not substantially interfering with the **Buyer's** planned use of the Property.  
175

176 Title Insurance Fees:

177 The premium for the title insurance policy and all fees charged to prepare an Owner's Title  
178 Insurance Policy shall be paid by the **Buyer**.

179  
180 The costs to resolve any title issues affecting the Property so that marketable title can be  
181 conveyed shall be paid by the **Seller**.

182  
183 Type of Deed:

184 The conveyance of the Property shall be accomplished with a Warranty Deed, subject to  
185 easements, restrictive covenants, other encumbrances of record, and taxes.  
186

187 **REAL PROPERTY TAXES**

188 All real property taxes that have been assessed for any prior calendar year that have not been paid  
189 shall be paid by the **Seller**. Real property taxes that have been assessed for the present year, that are  
190 due and payable in the year after closing, shall also be paid by the **Seller** prorated up to the day  
191 immediately prior to the closing date.

192  
193 For the purpose of determining the amount to be credited for accrued but unpaid taxes, the taxes  
194 shall be assumed to be the same as the most recent year for which taxes were billed based upon the  
195 certified tax rates. This settlement shall be final.  
196

197 **PRORATIONS for PUBLIC UTILITIES and SPECIAL ASSESSMENTS**

198 Utilities and Garbage Services:

**REAL PROPERTY PURCHASE AGREEMENT**  
**Fort Wayne City Utilities**

199           The **Seller** shall pay for all public utility and garbage service charges up to the last day of  
200 possession.

201  
202           Shutting Off Utilities for Buildings to be Demolished:

203           The **Seller** shall cancel the accounts for all public utilities and garbage services no later than the  
204 last day of possession, and shall have the utilities shut off by the appropriate utility.

205  
206           Special Assessments for Public Improvements:

207           The **Seller** shall pay any special assessments assessed against the Property for public  
208 improvements previously made by a governmental unit that benefit the Property. The **Seller** certifies  
209 that it has no knowledge of any proposed improvements which may result in assessments.

210  
211           Public improvements that will benefit the Property that are not completed as of the closing date,  
212 but will result in an assessment against the Property shall be paid by the **Buyer**.

213  
214           **LEGAL JURISDICTION**

215           This Purchase Agreement shall be interpreted under and according to the laws of the State of  
216 Indiana and shall be binding upon the **Buyer** and **Seller**, their respective heirs, successors, assigns  
217 administrators, executors, and legal representatives. All rights, duties and obligations of the parties  
218 shall survive the passing of title to, or an interest in, the Property.

219  
220           **LEGAL FEES**

221           A party to this Purchase Agreement who prevails in any legal proceeding against any other party  
222 brought in regard to this Purchase Agreement or associated transaction shall be allowed to recover  
223 court costs and reasonable attorney's fees from the other party, to the extent permitted by law.

224  
225           **SAVINGS CLAUSE**

226           If any provision contained in this Agreement is found to be illegal or unenforceable in any  
227 respect, that determination shall not affect any other provision of this Purchase Agreement.

228  
229           **OTHER STIPULATIONS**

- 230           A. All funds payable in this transaction shall be paid at the closing.  
231           B. This Agreement constitutes the only agreement between the parties, supersedes any prior  
232 arrangements, understandings, or written or oral agreements between the parties with regard  
233 to this transaction, and cannot be changed without the written consent of each party.  
234           C. The **Seller** certifies that the **Seller** is not a "Foreign Person" (pertains to an individual entity)  
235 and, therefore, is not subject to the "Foreign Investment in Real Property Tax Act."  
236           D. **Buyer** discloses that it does not hold an Indiana Real Estate License.  
237           E. The **Seller** discloses that it holds Indiana Real Estate License # \_\_\_\_\_.

238  
239           **ADDITIONAL CONDITIONS:**

240  
241           This Purchase Agreement may be executed concurrently in two or more counterparts, each of  
242 which shall be considered as an original document, but all of which altogether shall be one and the same  
243 document. The parties stipulate that this Purchase Agreement may be transmitted between them by U.S.  
244 Postal Service, other service such as FedEx, courier, facsimile, or e-mail. The parties acknowledge that  
245 digitally or electronically transmitted signatures shall be considered as original signatures and are binding  
246 on the parties. The City shall keep possession of the original of the Purchase Agreement.

247

**REAL PROPERTY PURCHASE AGREEMENT**  
Fort Wayne City Utilities

248 By signing below, the parties to this transaction acknowledge receipt of a copy of this Purchase  
249 Agreement, and agree to the conditions, requirements, and stipulations as stated.

250  
251

**BUYER'S SIGNATURE:**

252  
253

254 \_\_\_\_\_ Date: \_\_\_\_\_  
255 Seth Weinglass, Capital Project Services, Fort Wayne City Utilities  
256 Telephone: 260-427-1330 E-mail: seth.weinglass@cityoffortwayne.org

257  
258

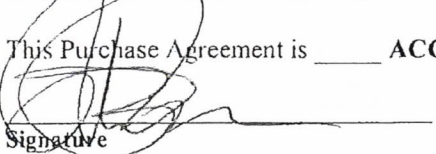
**SELLER APPROVAL and SIGNATURE(S):**

259  
260

261 This Purchase Agreement is \_\_\_\_\_ **ACCEPTED** \_\_\_\_\_ **REJECTED**.

262  
263

264 Signature



264 ROBERT C. ROGERS III, SVP  
Printed Name & Title, if Applicable

263 Date: 9/9/25

265  
266

267 Signature

Printed Name & Title, if Applicable

Date: \_\_\_\_\_

268  
269

270 Signature

Printed Name & Title, if Applicable

Date: \_\_\_\_\_

271  
272

273 Signature

Printed Name & Title, if Applicable

Date: \_\_\_\_\_

274  
275

276 Signature

Printed Name & Title, if Applicable

Date: \_\_\_\_\_

277  
278

279

**REAL PROPERTY PURCHASE AGREEMENT**  
Fort Wayne City Utilities

280 **BUYER APPROVAL AND SIGNATURES:**

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BOARD OF PUBLIC WORKS

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Date: 9.16.25

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BY: 

Shan Gunawardena, Chair

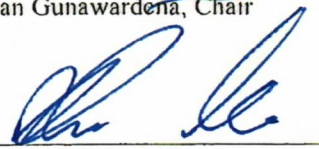
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BY: 

Kumar Menon, Member

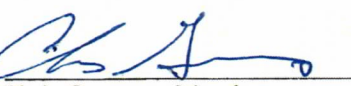
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BY: 

Chris Guerrero, Member

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ATTEST: 

Michelle Fulk-Vondran, Clerk

306





Interoffice Memo

Date: September 18, 2025

To: Common Council Members

From: Seth Weinglass, Program Manager – Capital Project Services – Telephone: 427-1330

**RE: Purchase of 0.499 Acres of Vacant Land Located at 2112 W Coliseum Blvd, Fort Wayne, IN 46808**

**Council Introduction Date: September 23, 2025—Council District #: 3**

Background & supporting information:

City Utilities has reached an agreement to purchase 0.499 acres of undeveloped land north of Tractor Supply Company's store on the north side of West Coliseum Boulevard, between Executive Boulevard and Investment Drive. The site will be used for drainage improvements to expand the capacity of the Lincoln Dale Drain, to increase its capacity and alleviate neighborhood flooding.

The property owner, Tractor Supply Company, agreed to a purchase price of \$25,000. The attached map shows the area of land that City Utilities intends to purchase.

Implications of not being approved:

If City Utilities does not purchase this land, a different area of land will need to be purchased for the drain improvements, likely at higher cost.

Justification if prior approval is being requested: Not applicable

Funding source: CUE Revenue

Attachments:

- Purchase Agreement

CC: Matthew Wirtz  
Eric Ruppert  
Kristen Buell  
Jacob Fowler  
Jill Helfrich

**BILL NO. R-25-09-19**

**REPORT OF COMMITTEE ON FINANCE**

**October 7, 2025**

***Nathan Hartman Chair***

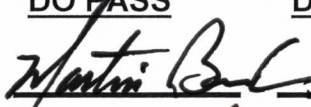


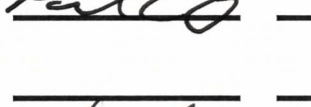

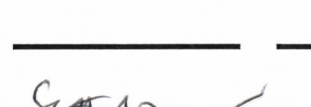
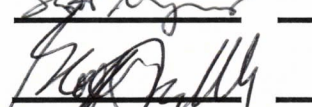
***Geoff Paddock Co-Chair***

***All Council Members***

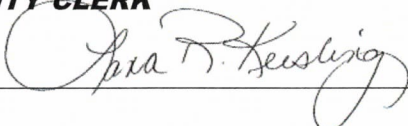
A Resolution approving a purchase agreement for the acquisition of real property located at 2112 W Coliseum Blvd, Fort Wayne, Indiana for the City of Fort Wayne, Indiana (Approved and Executed by the Board of Public Works on September 16, 2025)

*Purchase price is \$25,000.00*

**COMMITTEE ON FINANCE 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>
<u>BENDER</u>			
<u>BOOKER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</u>			

**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date: N/A

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

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

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


DATED: October 14, 2025

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

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

Ordinance No. R-25-09-19 on the 14th day of October, 2025

ATTEST:

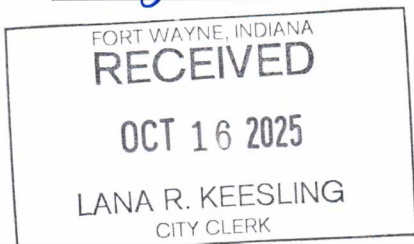
  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

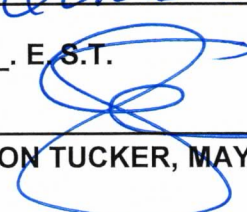
  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th of October 2025, at the hour of 9:05 o'clock A.M. E.S.T.

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 16<sup>th</sup> day of October 2025, at the hour of 8:52 o'clock A.M. E.S.T.



  
 \_\_\_\_\_  
 SHARON TUCKER, MAYOR