

1 BILL NO. R-25-09-20

2 RESOLUTION NO. R-40-25

3  
4 A RESOLUTION APPROVING A PURCHASE  
5 AGREEMENT FOR THE ACQUISITION OF REAL  
6 PROPERTY LOCATED AT 1928 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 1.295 acres of  
13 vacant land located at 1928 W. Coliseum Blvd., Fort Wayne, Indiana, (the "Real  
14 Estate"), to be used for drainage improvements to expand the capacity of the  
15 Lincolndale 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 Sixty-Four  
21 Thousand and 00/100 Dollars (\$64,000.00) (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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8   
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 Name: Fastenal Company (“Seller”)  
7 Contact: Kevin Fratzke  
8 Primary Telephone: 507-453-8822 Other Telephone: \_\_\_\_\_  
9 Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_

10  
11 Mailing Address: 2001 Theurer Blvd  
12 City/Town: Winona, State: MN Zip Code: 55987

13  
14 Property Address: 1928 W Coliseum Blvd  
15 City/Town: Fort Wayne, Indiana (Zip Code): 46808  
16

17  
18 Latest Deed of Record: Document Number 2022013877  
19 Tax ID Number: 02-07-22-377-006.000-073  
20 Land area of part being purchased: 1.295 acre (legal description and drawing attached)  
21 Land area of total parcel: 2.89 acre  
22

23 **PURCHASE PRICE**

24 The City agrees to pay to the Seller the total purchase amount of  
25 **\$64,000.00 (Sixty-Four Thousand Dollars and Zero Cents)** for the Property which includes a  
26 portion of parcel 02-07-22-377-006.000-073. There are not any accessory buildings.  
27

28 NOTE: The Seller certifies that no substantial changes have occurred to the Property to reduce the  
29 value determined by the appraisals, as of the effective date of this Purchase Agreement.  
30

31 **EXPIRATION OF OFFER**

32 This Purchase Agreement shall be returned to the City no later than **12 noon, on September 17,**  
33 **2025**, otherwise this Purchase Agreement shall be null and void and both parties shall be released  
34 from the transaction.  
35

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

37 This transaction is subject to approval by both the Board of Public Works and the Common  
38 Council of the City of Fort Wayne, Indiana. In the event that either body does not approve this  
39 transaction, the transaction shall be terminated and both parties shall be released from this Purchase  
40 Agreement.  
41

42 **CLOSING**

43 Closing Date:

44 The closing date for this transaction shall be on or before **December 31, 2025**, or this Agreement  
45 shall terminate unless an extension of time is mutually agreed to in writing. Any change in the closing  
46 date shall be agreed to in writing by both parties.  
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48 Location of Closing:

49 The closing shall be held at TBD located at TBD, Fort Wayne, Indiana.

# REAL PROPERTY PURCHASE AGREEMENT

## Fort Wayne City Utilities

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Closing Fees:

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

**EARNEST MONEY**

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

**METHOD OF PAYMENT**

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

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

**POSSESSION**

Possession of the Property shall be given to the Buyer at closing. If the **Seller** does not grant possession by the date and time stated above, the **Seller** shall pay the **Buyer** the amount of **\$21.00 (Twenty One Dollars)** per day as liquidated damages until possession is delivered to the **Buyer**. The **Buyer** shall have all other legal remedies available for use against the **Seller**, to the extent allowed by law.

**PROPERTY MAINTENANCE**

Lawn Mowing:

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

Notice of Defective Conditions:

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

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

**LOSS OR DAMAGE PRIOR TO CLOSING**

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

In the event any damage or destruction occurs, prior to closing, the **Seller** shall make all necessary repairs to return the Property to the condition it was in prior to the damage or destruction. The **Seller** shall maintain adequate property casualty insurance on the Property, and shall also be responsible for the payment of any and all insurance deductible(s). If the Property is not fully repaired prior to closing, the **Buyer**, at its choosing, may terminate this Agreement and the **Seller**

# REAL PROPERTY PURCHASE AGREEMENT

## Fort Wayne City Utilities

99 shall return the earnest money, if any earnest money was given, to the **Buyer** within thirty (30)  
100 calendar days.

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### 102 BOUNDARY SURVEY

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

112

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

114

### 115 FLOOD HAZARD AREA

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

118

### 119 OTHER USE LIMITATIONS

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

123

### 124 INSPECTIONS

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

128

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

132

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

135

136 Buyer shall not conduct any intrusive or destructive testing without Seller's prior consent. Neither  
137 Buyer nor Buyer's consultants or contractors shall interfere with, interrupt, or disrupt the operation of  
138 any business at the Property. Buyer shall indemnify and hold Seller harmless from any personal  
139 injuries or property damage which is caused by Buyer's inspections. Buyer shall repair and restore  
140 any damage to the Property caused by or occurring during Buyer's testing and return the Property to  
141 substantially the same condition as existed prior to such entry.

142

### 143 Inspections and Response Periods:

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

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

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150 If the Buyer does not respond in writing to Seller within the above time periods with regard to a  
151 problem revealed in a report, or timely request a reasonable extension of time in writing, then the  
152 Property shall be deemed to be acceptable. Should either party fail to respond to an inspection  
153 response from the other within five calendar days, or timely request a reasonable extension of time in  
154 writing, then that inspection response is deemed accepted. Making a timely written request for an  
155 extension of time does not constitute acceptance of an inspection response, whether or not the request  
156 is granted.

157  
158 In the event that Buyer reasonably believes that an inspection has revealed a defect with the  
159 Property, not disclosed by Seller prior to entering into this Purchase Agreement (and excluding  
160 routine maintenance and minor repair items), and the Seller fails to remedy the defect to the Buyer's  
161 reasonable satisfaction before closing, then Buyer may terminate this Purchase Agreement.  
162 Alternatively, Buyer may waive the right to have the defect cured prior to closing, or Buyer and Seller  
163 may agree to have the defect remedied following closing.

164  
165 (Under Indiana law, a "defect" means a condition that would have a significant adverse effect on  
166 the value of the Property, that would significantly impair the health or safety of future occupants of  
167 the Property, or that if not repaired, removed, or replaced, would significantly shorten or adversely  
168 affect the expected normal life of the premises.)

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171 **DISCLOSURES**

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

174  
175 The "Lead-Based Paint Certification and Acknowledgment" form is **Not Applicable**.

176  
177 **TITLE WORK and DEED**

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

184  
185 Title Insurance Fees:

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

188  
189 The costs to resolve any title issues affecting the Property so that marketable title can be  
190 conveyed shall be paid by the **Seller**.

191  
192 Type of Deed:

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

195  
196 **REAL PROPERTY TAXES**

197 All real property taxes that have been assessed for any prior calendar year that have not been paid  
198 shall be paid by the **Seller**. Real property taxes that have been assessed for the present year, that are

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

199 due and payable in the year after closing, shall also be paid by the **Seller** prorated up to the day  
200 immediately prior to the closing date.

201  
202 For the purpose of determining the amount to be credited for accrued but unpaid taxes, the taxes  
203 shall be assumed to be the same as the most recent year for which taxes were billed based upon the  
204 certified tax rates. This settlement shall be final.

205  
206 **PRORATIONS for PUBLIC UTILITIES and SPECIAL ASSESSMENTS**

207 Utilities and Garbage Services:

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

210  
211 Shutting Off Utilities for Buildings to be Demolished:

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

214  
215 Special Assessments for Public Improvements:

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

219  
220 Public improvements that will benefit the Property that are not completed as of the closing date,  
221 but will result in an assessment against the Property shall be paid by the **Buyer**.

222  
223 **LEGAL JURISDICTION**

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

228  
229 **LEGAL FEES**

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

233  
234 **SAVINGS CLAUSE**

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

237  
238 **OTHER STIPULATIONS**

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

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248 **ADDITIONAL CONDITIONS:**

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

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

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

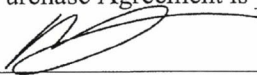
**BUYER'S SIGNATURE:**

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

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

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

This Purchase Agreement is  **ACCEPTED**  **REJECTED**.

  
\_\_\_\_\_  
Signature

Will Roedeske VP of Distribution Date: 09/08/25  
\_\_\_\_\_  
Printed Name & Title, if Applicable

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title, if Applicable

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

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Printed Name & Title, if Applicable

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Printed Name & Title, if Applicable

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

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

289 **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

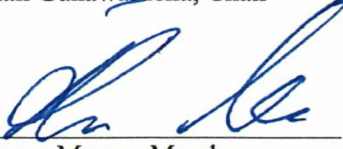
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BY:   
Kumar Menon, Member


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BY:   
Chris Guerrero, Member


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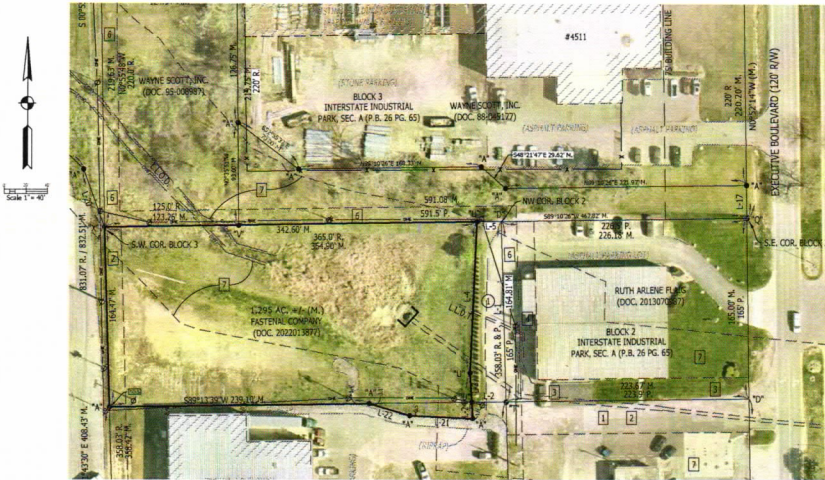
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ATTEST:   
Michelle Fulk-Vondran, Clerk

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**SURVEYOR'S REPORT**

IN ACCORDANCE WITH THE RULES, ARTICLES 1 & 2 OF SECTION 1 THROUGH 10 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING SURVEYOR'S REPORT IS SUBMITTED REGARDING THE VARIANCE INDICATED IN THE LOCATION OF THE LINES AND CORNERS OF THE SUBJECT PARCELS AS SHOWN ON:

- VARIANCES IN REFERENCE MONUMENTS
- VARIED METHODS OF SURVEY AND RECORDS
- INCONSISTENCIES IN LINES OF OCCUPATION AND POSSESSION
- VARIOUS OTHER MEASUREMENTS RELATIVE TO THE PROPERTY LOCATIONS

IN THE STATED AREAS, THE VARIANCES IN RECORDS AND METHODS MEASURED DIMENSIONS ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS. AS NOTED BELOW, THESE DEFICIENCIES WILL BE CORRECTED AND THE SURVEYOR'S REPORT WILL BE REVISED TO REFLECT THE CORRECTED DIMENSIONS, CORNER LOCATIONS AND POSITIONS. THE VARIANCES WILL BE CORRECTED TO REFLECT THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS. THE VARIANCES WILL BE CORRECTED TO REFLECT THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS. THE VARIANCES WILL BE CORRECTED TO REFLECT THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS.

**PURPOSE OF SURVEY:**  
THE PURPOSE OF THIS SURVEY IS TO PROVIDE AN ORIGINAL SURVEY OF A PORTION OF A TRACT OF LAND, HEREIN REFERRED TO AS A VARIANCE, WHICH IS PART OF A TRACT OF LAND OWNED BY THE CITY OF FORT WAYNE, INDIANA, AND IS BEING OFFERED FOR SALE TO THE PUBLIC BY THE CITY OF FORT WAYNE, INDIANA. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE RECORDS AND METHODS MEASURED DIMENSIONS ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS.

**SCOPE OF SURVEY:**  
THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE RECORDS AND METHODS MEASURED DIMENSIONS ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE RECORDS AND METHODS MEASURED DIMENSIONS ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS.

**REFERENCE MONUMENTS:**  
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**ADDITIONAL INFORMATION:**  
THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE RECORDS AND METHODS MEASURED DIMENSIONS ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE RECORDS AND METHODS MEASURED DIMENSIONS ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS.

**MISCELLANEOUS NOTES**

- THE CITY OF FORT WAYNE AND ALLEN COUNTY HAVE REVIEWED THIS SURVEY AND HAVE APPROVED THE SURVEY AND THE CITY OF FORT WAYNE AND ALLEN COUNTY HAVE REVIEWED THIS SURVEY AND HAVE APPROVED THE SURVEY.
- THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE RECORDS AND METHODS MEASURED DIMENSIONS ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS.
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**FLOOD ZONE DESIGNATION**

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE RECORDS AND METHODS MEASURED DIMENSIONS ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE RECORDS AND METHODS MEASURED DIMENSIONS ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS.

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY REPRESENTS AN ORIGINAL SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF I HAVE CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE RULES, ARTICLES 1 & 2 OF SECTION 1 THROUGH 10 OF THE INDIANA ADMINISTRATIVE CODE.

SURVEY NO. 2024-14

IN WITNESS WHEREOF, I HAVE HEREON SIGNED AND SEALED THIS 28TH DAY OF FEBRUARY, 2024.

*John D. Guller*  
John D. Guller  
INDIANA REGISTERED LAND SURVEYOR NO. 12682

**NEW DESCRIPTION OF REAL ESTATE**

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 2 EAST, ALLEN COUNTY, INDIANA, BEING PART OF THE LINES OF FORT WAYNE, AS DESCRIBED IN DOCUMENT NUMBER 2020018747 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA, THE DESCRIBED PARCELS ARE BEING OFFERED FOR SALE TO THE PUBLIC BY THE CITY OF FORT WAYNE, INDIANA. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE RECORDS AND METHODS MEASURED DIMENSIONS ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IN REFERENCE MONUMENTS.

**LINE LEGEND**

- 1. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 2. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 3. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 4. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 5. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 6. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 7. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 8. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 9. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 10. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 11. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 12. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 13. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 14. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 15. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 16. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 17. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 18. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 19. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 20. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4

**EASEMENT LEGEND**

- 1. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 2. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 3. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 4. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 5. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 6. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 7. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 8. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
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- 16. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 17. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 18. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 19. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 20. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4

**MONUMENT LEGEND**

- 1. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 2. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 3. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 4. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 5. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 6. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 7. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 8. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 9. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
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- 19. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 20. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4

**SYMBOLS LEGEND**

- 1. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 2. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
- 3. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4
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- 20. 1/4 SECTION 22, T.22N. R.2E. S.22E. 1/4



**ORIGINAL BOUNDARY SURVEY**  
CITY OF FORT WAYNE  
WASHINGTON CIVIL TOWNSHIP, ALLEN CO., IN.

**S2**  
SHEET 2 OF 2

Interoffice Memo

Date: September 18, 2025

To: Common Council Members

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

**RE: Purchase of 1.295 Acres of Vacant Land Located at 1928 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 1.295 acres of undeveloped land north of Fastenal Industrial Supplies' fulfillment center 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 Lincolndale Drain, to increase its capacity and alleviate neighborhood flooding.

The property's owner, Fastenal Company, agreed to a purchase price of \$64,000. 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-25-09-20**

**REPORT OF COMMITTEE ON FINANCE**

**October 7, 2025**

***Nathan Hartman Chair***

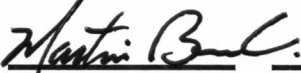
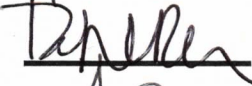


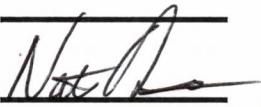


***Geoff Paddock Co-Chair***

***All Council Members***

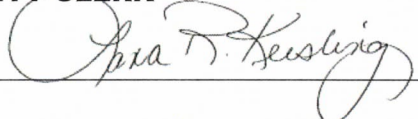
A Resolution approving a purchase agreement for the acquisition of real property west of 1928 W Coliseum Blvd, Fort Wayne, Indiana, for the City of Fort Wayne, Indiana (Approved and Executed by the Board of Public Works on September 16, 2025)

*Purchase price is \$64,000.00*

**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

Resolution No. R-25-09-20 on the 14th day of October, 2025

ATTEST:

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

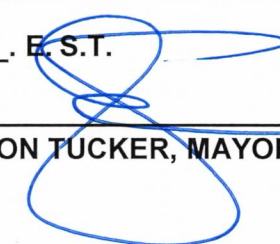
  
 \_\_\_\_\_  
 PRESIDING OFFICER

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 8:53 o'clock A.M. E.S.T.

FORT WAYNE, INDIANA  
**RECEIVED**  
 OCT 16 2025  
 LANA R. KEESLING  
 CITY CLERK

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