

A RESOLUTION APPROVING A PURCHASE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 816 WAGNER ST, FORT WAYNE, INDIANA, FOR THE CITY OF FORT WAYNE, INDIANA (Approved and Executed by the Board of Public Works on September 30, 2025).

WHEREAS, the City of Fort Wayne, by and through its Division of City Utilities ("CU"), wishes to acquire Real Property consisting of 0.39 acres of land located at 816 Wagner St., Fort Wayne, Indiana, (the "Real Estate"), to be used for a security zone and planned future expansion of the Water Filtration Plant, and to continue to improve the reliability of our City's drinking water supply; and

WHEREAS, the City of Fort Wayne, by and through its Board of Public Works, approved and executed a purchase agreement to acquire the Real Estate in the regularly-held meeting of the Board of Public Works on September 30, 2025; and

WHEREAS, the purchase price for the Real Estate is Two Hundred Thousand Five Hundred and 00/100 Dollars (\$200,500.00) (the "Purchase Price"); and

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

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

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SECTION 1. The acquisition of the Real Estate by CU, the City of Fort Wayne, by and through its Board of Public Works, in the amount of the Purchase Price, and upon such other terms and conditions as CU shall determine, is hereby agreed to and approved. The appropriate officials of the City of Fort Wayne are hereby authorized to execute all documents necessary to effectuate said purchase.

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



Council Member

APPROVED AS TO FORM AND LEGALITY



Malak Heiny, City Attorney

CU 9.30.25

BOPW # 112-9-30-25-5

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
7 Seller: Thomas J. Kelly, III, as Personal Representative of the Estate of Henrietta T. McCullough
8

9 Mailing address: Kelly Box, 2801 Covington Road, Fort Wayne IN, 46802
10

11 Email: tkelly@kellybox.com
12

13 Property Address: 816 Wagner Street, Fort Wayne, IN 46805
14

15 Parcel ID Number: 02-12-01-108-009.000-074
16

17 Total land area: 0.39 acre
18

19 Deeds & legal description:

20
21 760023997: Lot 25 in Baltes and Romy's Addition
22

23 together with
24

25 DB707-P164: Lot 26 and West 15 Feet of Lot 27 in Baltes and Romy's Addition Deed, except
26 that part of Lot 27 conveyed to City of Fort Wayne by Deed dated January 27, 1934, recorded in
27 Deed Record 341 page 321.
28

29 **PURCHASE PRICE**

30 The City agrees to pay to the Seller the total purchase amount of **\$200,500.00 (Two Hundred**
31 **Thousand Five Hundred Dollars and Zero Cents)** for the Property which includes the entire
32 parcel of land, the house, and accessory buildings.
33

34 NOTE: The Seller certifies that no substantial changes have occurred to the Property to reduce the
35 value determined by the appraisals, as of the effective date of this Purchase Agreement.
36

37 **EXPIRATION OF OFFER**

38 This Purchase Agreement shall be returned to the City no later than **12 noon, on October 17,**
39 **2025,** otherwise this Purchase Agreement shall be null and void and both parties shall be released
40 from the transaction.
41

42 **MUNICIPAL APPROVALS**

43 This transaction is subject to approval by both the Board of Public Works and the Common
44 Council of the City of Fort Wayne, Indiana. In the event that either body does not approve this
45 transaction, the transaction shall be terminated and both parties shall be released from this Purchase
46 Agreement.
47
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REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

49 **CLOSING**

50 Closing Date:

51 The closing date for this transaction shall be on or before **January 31, 2026**, or this Agreement
52 shall terminate unless an extension of time is mutually agreed to in writing. Any change in the closing
53 date shall be agreed to in writing by both parties.

54
55 Location of Closing:

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

57
58 Closing Fees:

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

61
62 **EARNEST MONEY**

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

64
65 **METHOD OF PAYMENT**

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

67
68 Both parties agree that all funds delivered to the closing agent's escrow account shall be such that
69 the closing agent shall be able to distribute all funds in accordance with I.C. 27-07-3.7-1 through 27-
70 07-3.7-1-10, inclusive. Furthermore, all funds sent from one source, when the amount is **\$10,000.00**
71 or greater, shall be sent in the form of an irrevocable wire transfer to the escrow account of the
72 closing agent, and all funds under **\$10,000.00** from one source shall be guaranteed to be "Good
73 Funds" as defined by the aforesaid Indiana Code.

74
75 **POSSESSION**

76 Possession of the Property shall be given to the Buyer at closing. If the **Seller** does not grant
77 possession by the date and time stated above, the **Seller** shall pay the **Buyer** the amount of **\$134.00**
78 **(One Hundred Thirty Four Dollars and Zero Cents)** per day as liquidated damages until
79 possession is delivered to the **Buyer**. The **Buyer** shall have all other legal remedies available for use
80 against the **Seller**, to the extent allowed by law.

81
82 **PROPERTY MAINTENANCE**

83 Lawn Mowing:

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

88
89 Notice of Defective Conditions:

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

92
93 The **Seller** shall maintain the Property in its present condition until the **Buyer** takes possession.
94 The **Buyer** may inspect the Property prior to closing to determine whether there is compliance with
95 this clause. The **Seller** shall remove all rubbish and personal property.

96
97
98 Removal of Fixtures:

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

99 As an additional incentive to induce the **Seller** to sell the Property to the **Buyer**, the **Buyer** shall
100 allow the **Seller** to remove attached fixtures and other items, prior to possession by the **Buyer**,
101 including, but not limited to, artwork, stained glass windows, sinks, doors, and wood trim and/or
102 paneling. The **Seller** shall be responsible to cover in any openings caused by removal of windows or
103 doors with plywood or other suitable material. Furthermore, the **Seller** shall ensure that the removal
104 of attached fixtures does not result in water leaks or any live, exposed electrical wiring within the
105 property.
106

107 **LOSS OR DAMAGE PRIOR TO CLOSING**

108 In the event the Property is damaged by fire, flooding, storm, vandalism, earthquake, or any other
109 cause, prior to the closing, the parties to this Purchase Agreement shall proceed as follows:
110

111 In the event any damage or destruction occurs, prior to closing, the **Seller** shall make all
112 necessary repairs to return the Property to the condition it was in prior to the damage or destruction.
113 The **Seller** shall maintain adequate property casualty insurance on the Property, and shall also be
114 responsible for the payment of any and all insurance deductible(s). If the Property is not fully
115 repaired prior to closing, the **Buyer**, at its choosing, may terminate this Agreement and the **Seller**
116 shall return the earnest money, if any earnest money was given, to the **Buyer** within thirty (30)
117 calendar days.
118

119 **BOUNDARY SURVEY**

120 X The requirement for a survey is **waived**.
121

122 **FLOOD HAZARD AREA**

123 The **Buyer** may not cancel this Purchase Agreement if the Property is located in a flood hazard
124 zone.
125

126 **OTHER USE LIMITATIONS**

127 The **Buyer** may not terminate this Agreement if the Property is subject to building or use
128 limitations defined by local zoning ordinances which materially affect the **Buyer's** intended use of
129 the Property.
130

131 **INSPECTIONS**

132 The **Buyer** acknowledges that it has the right to obtain independent inspections disclosing the
133 condition of the Property, including any buildings, and has been given the opportunity to order those
134 inspections as a part of its due diligence efforts prior to concluding the transaction.
135

136 The **Buyer** reserves its right to conduct independent inspections. All inspections are at the
137 **Buyer's** expense and shall be performed by licensed independent inspectors or qualified independent
138 contractors that shall be chosen by the **Buyer**, and paid for their services by the **Buyer**.
139

140 The **Seller** shall make arrangements so that all areas of the Property, including any buildings, are
141 open and accessible for inspection.
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.)
169

170 **DISCLOSURES**

171 The Buyer has waived the "Seller's Residential Real Estate Sales Disclosure" form.
172

173 The Buyer has waived the "Lead-Based Paint Certification and Acknowledgment" form.
174

175 **TITLE WORK and DEED**

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

183 Title Insurance Fees:

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

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

190 Type of Deed:

191 The conveyance of the Property shall be accomplished with a Personal Representative's Deed,
192 subject to easements, restrictive covenants, other encumbrances of record, and taxes.
193

194 **REAL PROPERTY TAXES**

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

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

199
200 For the purpose of determining the amount to be credited for accrued but unpaid taxes, the taxes
201 shall be assumed to be the same as the most recent year for which taxes were billed based upon the
202 certified tax rates. This settlement shall be final.

203
204 **PRORATIONS for PUBLIC UTILITIES and SPECIAL ASSESSMENTS**

205 Utilities and Garbage Services:

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

208
209 Shutting Off Utilities for Buildings to be Demolished:

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

212
213 Special Assessments for Public Improvements:

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

217
218 Public improvements that will benefit the Property that are not completed as of the closing date,
219 but will result in an assessment against the Property shall be paid by the **Buyer**.

220
221 **LEGAL JURISDICTION**

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

226
227 **LEGAL FEES**

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

231
232 **SAVINGS CLAUSE**

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

235
236 **OTHER STIPULATIONS**

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

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247 **ADDITIONAL CONDITIONS:**

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

248 After closing but prior to May 1, 2026, the **Buyer** shall allow the **Seller** to remove attached
249 fixtures and other items including, but not limited to, artwork, stained glass windows, sinks, doors, and
250 wood trim and/or paneling. The **Seller** shall be responsible to cover in any openings caused by removal
251 of windows or doors with plywood or other suitable material. Furthermore, the **Seller** shall ensure that
252 the removal of attached fixtures does not result in water leaks or any live, exposed electrical wiring within
253 the property.

254
255 This Purchase Agreement may be executed concurrently in two or more counterparts, each of
256 which shall be considered as an original document, but all of which altogether shall be one and the same
257 document. The parties stipulate that this Purchase Agreement may be transmitted between them by U.S.
258 Postal Service, other service such as FedEx, courier, facsimile, or e-mail. The parties acknowledge that
259 digitally or electronically transmitted signatures shall be considered as original signatures and are binding
260 on the parties. The City shall keep possession of the original of the Purchase Agreement.

261
262
263 By signing below, the parties to this transaction acknowledge receipt of a copy of this Purchase
264 Agreement, and agree to the conditions, requirements, and stipulations as stated.

[Executions on Following Page]

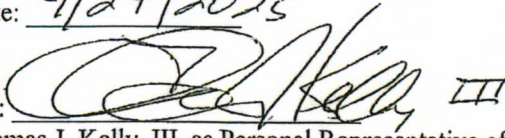
REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

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SELLER APPROVAL and SIGNATURE(S):

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

Date: 9/24/2025

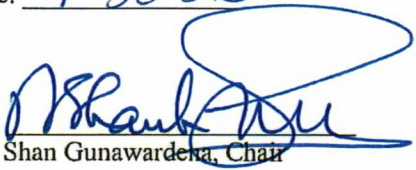
BY:  III

Thomas J. Kelly, III, as Personal Representative of the Estate of Henrietta T. McCullough

BUYER APPROVAL AND SIGNATURES:

BOARD OF PUBLIC WORKS

Date: 9.30.25

BY: 
Shan Gunawardena, Chair

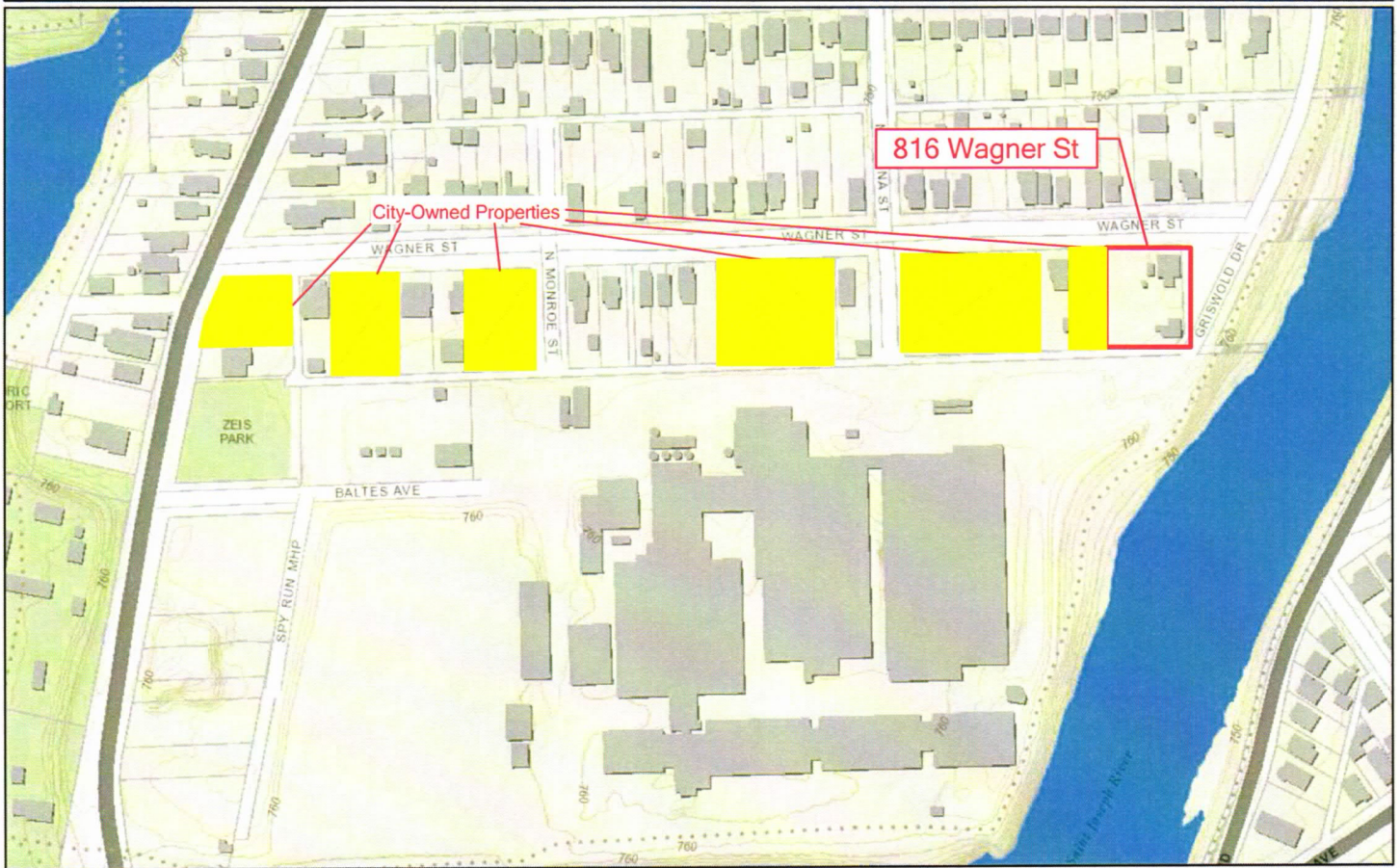
BY: ABSENT
Kumar Menon, Member

BY: 
Chris Guerrero, Member

ATTEST: 
Michelle Fulk-Vondran, Clerk



Wagner Street Properties - Buy-outs



Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.
© 2014 Board of Commissioners of the County of Allen
North American Datum 1983
State Plane Coordinate System, Indiana East



Date: 9/3/2015 1" = 200'

Interoffice Memo

Date: October 9, 2025
To: Common Council Members
From: Seth Weinglass, Program Manager – Capital Project Services
RE: Purchase of 816 Wagner St, in Fort Wayne, Indiana 46805

Council Introduction Date: October 14, 2025 - Council District #: 5

Background & supporting information:

City Utilities has an ongoing, multi-year program of purchasing lots on the south side of Wagner Street, adjacent to the north side of the Water Filtration Plant, for a security zone and planned future expansion of the Water Filtration Plant, and to continue to improve the reliability of our City's drinking water supply. City Utilities would now like to acquire 816 Wagner Street, which is located on the far east end of Wagner Street.

There is an unoccupied residence on this lot that the City plans to demolish. The property owner agreed to sell the land to City Utilities for \$200,500, based on the average of two recent appraisals. City Utilities is now seeking to have a purchase agreement in that amount approved under City Ordinance 37.25.

As an update to Council, a map is attached to this memorandum, highlighting the properties the City has acquired has along the south side of Wagner Street to date, as well as the lot presently under consideration to be purchased.

Implications of not being approved:

Any future acquisition of this property may be at a higher price than the amount presently agreed to.

Justification if prior approval is being requested: Not applicable

Funding source: Water Revenue

Attachments:

- Map
- Purchase agreement executed by Board of Public Works on September 30, 2025

Cc: Matthew Wirtz
Andrew Schipper

BILL NO. R-25-10-13

REPORT OF COMMITTEE ON FINANCE

October 21, 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 816 Wagner St, Fort Wayne, Indiana, for the City of Fort Wayne, Indiana (Approved and Executed by the Board of Public Works on September 30, 2025)

Purchase Price of \$200,500.00

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>	<i>Martin Bender</i>		
<u>BOOKER</u>	<i>Dan Booker</i>		
<u>CHAMBERS</u>			
<u>ENSLEY</u>	<i>RTG</i>		
<u>FREISTROFFER</u>			
<u>HARTMAN</u>	<i>Nathan Hartman</i>		
<u>JEHL</u>		<i>RM</i>	
<u>MYERS</u>	<i>Stacy Reed</i>		
<u>PADDOCK</u>	<i>Geoff Paddock</i>		

**STACY REED
DEPUTY CITY CLERK**

Stacy Reed

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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 28, 2025




 LANA R. KEESLING, CITY CLERK

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

Resolution No. R-25-10-13 on the 28th day of October, 2025

ATTEST:



 LANA R. KEESLING
 CITY CLERK



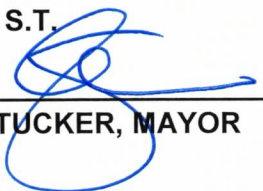
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th of October 2025, at the hour of 9:15 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 30th day of October 2025, at the hour of 9:38 o'clock A.M. E. S.T.



 SHARON TUCKER, MAYOR

