

A RESOLUTION APPROVING A PURCHASE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 2121 PRODUCTION RD, FORT WAYNE, INDIANA, FOR THE CITY OF FORT WAYNE, INDIANA (Approved and Executed by the Board of Public Works on November 4, 2025).

WHEREAS, the City of Fort Wayne, by and through its Division of City Utilities ("CU"), wishes to acquire Real Property consisting of 0.322 acres of vacant land located at 2121 Production Rd., Fort Wayne, Indiana, (the "Real Estate"), to be used for drainage improvements to expand the capacity of the Lincolndale Drain, to increase its capacity and alleviate neighborhood flooding; 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 November 4, 2025; and

WHEREAS, the purchase price for the Real Estate is Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) (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:

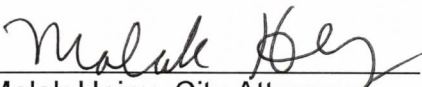
SECTION 1. The acquisition of the Real Estate by CU, the City of Fort Wayne, by and through its Board of Public Works, in the amount of the Purchase Price, and upon such other terms and conditions as CU shall determine,

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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CU 11-4-25

BOPW Resolution no. 112-11-4-25-2

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): Palmer Properties, LLC ("Seller")
7 Primary Telephone: 317-460-4787 Other Telephone: 317 247 8421
8 Facsimile: Same E-mail: jdnichols@palmertrucks.com
9

10 Mailing Address: 2929 S. Holt Road
11 City/Town: Indianapolis, State: Indiana, Zip Code: 46241-6021
12

13 Property Address: Production Road
14 City/Town: Fort Wayne, State: Indiana, Zip Code: 46808
15

16 Latest Deed of Record: Document Number 205012080
17 Tax ID Number: 02-07-22-352-004.000-073
18 Land area of total parcel: 2.27 acre (calculated)
19 Land area of part being purchased: 0.322 acre (legal description and drawing attached)
20

21 **PURCHASE PRICE**

22 The City agrees to pay to the Seller the total purchase amount of \$24,000.00 (Twenty Four
23 Thousand Dollars and Zero Cents) for the Property which includes a portion of parcel 02-07-22-
24 352-004.000-073. 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 October 29,
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 January 30, 2026, 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 **\$15.00**
69 **(Fifteen 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 1st and November 15th, 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

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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 DISCLOSURES

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

163

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

165

166 TITLE WORK and DEED

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

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174 Title Insurance Fees:

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

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

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181 Type of Deed:

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

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185 REAL PROPERTY TAXES

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

190

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

194

195 PRORATIONS for PUBLIC UTILITIES and SPECIAL ASSESSMENTS

196 Utilities and Garbage Services:

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

REAL PROPERTY PURCHASE AGREEMENT
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Shutting Off Utilities for Buildings to be Demolished:

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

Special Assessments for Public Improvements:

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

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

LEGAL JURISDICTION

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

LEGAL FEES

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

SAVINGS CLAUSE

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

OTHER STIPULATIONS

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

ADDITIONAL CONDITIONS:

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.

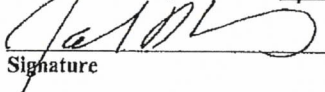
By signing below, the parties to this transaction acknowledge receipt of a copy of this Purchase Agreement, and agree to the conditions, requirements, and stipulations as stated.

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

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

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

 _____ Date: 10/27/25
Signature Printed Name & Title, if Applicable

Signature Printed Name & Title, if Applicable Date: _____

Signature Printed Name & Title, if Applicable Date: _____

Signature Printed Name & Title, if Applicable Date: _____

Signature Printed Name & Title, if Applicable Date: _____

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

270 **BUYER APPROVAL AND SIGNATURES:**

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BOARD OF PUBLIC WORKS

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Date: 11-4-2025

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BY: 
Shan Gunawardena, Chair

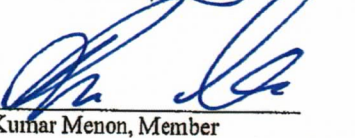
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BY: 
Kumar Menon, Member


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BY: 
Chris Guerrero, Member

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ATTEST: 
Michelle Fulk-Vondran, Clerk

Interoffice Memo

Date: November 10, 2025

To: Common Council Members

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

RE: Purchase of 0.322 Acres of Vacant Land Located East of 2121 Production Rd, Fort Wayne, IN 46808

Council Introduction Date: November 18, 2025—Council District #: 3

Background & supporting information:

City Utilities has reached an agreement to purchase 0.322 acres of undeveloped land east of Palmer Trucks' commercial fleet leasing facility on Production Road, 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, Palmer Properties, LLC's, agreed to a purchase price of \$24,000. 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: Stormwater Revenue

Attachments:

- Purchase Agreement

CC: Matthew Wirtz

Eric Ruppert

Kristen Buell

Jacob Fowler

Jill Helfrich

BILL NO. R-25-11-29

**REPORT OF COMMITTEE ON FINANCE
December 2, 2025**

Nathan Hartman Chair

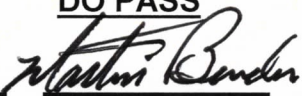


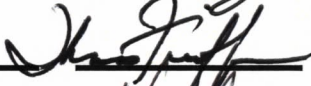

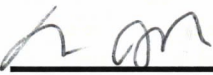

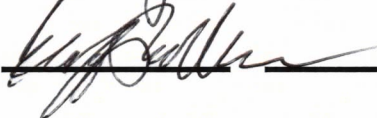
Geoff Paddock Co-Chair

All Council Members

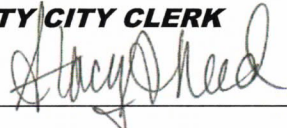
A Resolution approving a Purchase Agreement for the acquisition of real property located at 2121 Production Rd, Fort Wayne, Indiana, for the City of Fort Wayne, Indiana (Approved and Executed by the Board of Public Works on November 4, 2025)

Purchase Price of \$24,000.00

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>
BENDER			
BOOKER			
CHAMBERS			
ENSLEY			
FREISTROFFER			
HARTMAN			
JEHL			
MYERS			
PADDOCK			

**STACY REED
DEPUTY CITY CLERK**



Public Hearing Date: N/A

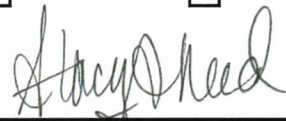
Read the first time in full and on motion by Councilperson Hartman.

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 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"/>

DATED: December 9, 2025

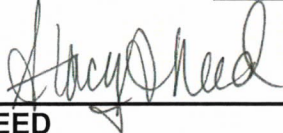


STACY REED, DEPUTY CITY CLERK

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

Resolution No. R-25-11-29 on the 9th day of December, 2025

ATTEST:

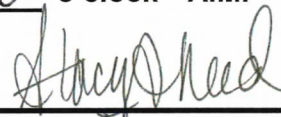
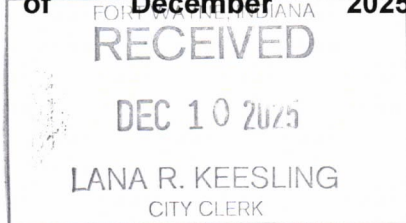


STACY REED
DEPUTY CITY CLERK



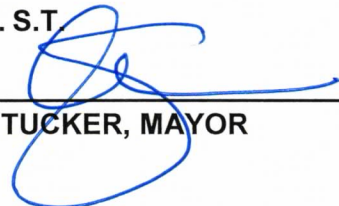
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th of December 2025, at the hour of 9:00 o'clock A.M. E.S.T.



STACY REED, DEPUTY CITY CLERK

Approved and signed by me this 10th day of December 2025, at the hour of 11:12 o'clock A.M. E.S.T.



SHARON TUCKER, MAYOR