

1 **BILL NO. R-25-11-35**

2 **RESOLUTION NO. R-57-25**

3
4 **A RESOLUTION APPROVING A PURCHASE**
5 **AGREEMENT FOR THE ACQUISITION OF REAL**
6 **PROPERTY LOCATED AT 4511 EXECUTIVE**
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 **November 4, 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 1.088 acres of
13 undeveloped land south and west of the offices of Lamar Advertising on Executive
14 Boulevard, north of West Coliseum Boulevard, Fort Wayne, Indiana, (the "Real
15 Estate"), to be used for drainage improvements to expand the capacity of the
16 Lincolnale Drain, to increase its capacity and alleviate neighborhood flooding; and

17 **WHEREAS**, the City of Fort Wayne, by and through its Board of
18 Public Works, approved and executed a purchase agreement to acquire the Real
19 Estate in the regularly-held meeting of the Board of Public Works on November 4,
20 2025; and

21 **WHEREAS**, the purchase price for the Real Estate is Thirty
22 Thousand Two and 69/100 Dollars (\$30,002.69) (the "Purchase Price"); and

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

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

28 **SECTION 1.** The acquisition of the Real Estate by CU, the City of
29 Fort Wayne, by and through its Board of Public Works, in the amount of the
30

1 Purchase Price, and upon such other terms and conditions as CU shall determine,
2 is hereby agreed to and approved. The appropriate officials of the City of Fort
3 Wayne are hereby authorized to execute all documents necessary to effectuate
4 said purchase.
5

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

8
9 
10 _____
11 Council Member

11 APPROVED AS TO FORM AND LEGALITY

12
13 
14 _____
15 Malak Heiny, City Attorney
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BOPW Resolution no. 112-11-4-25-3

REAL PROPERTY PURCHASE AGREEMENT

Fort Wayne City Utilities

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

CONTACT INFORMATION and LOCATION OF PROPERTY

Owner(s) Name(s): Wayne Scott, Inc. ("Seller")
Contact: Pat Hurley
Primary Telephone: Other Telephone:
Facsimile: E-mail:

Mailing Address: 1335 Mishawaka Avenue
City/Town: South Bend, State: Indiana Zip Code: 46615-3918

Property Address: 4511 & 4511B Executive Boulevard
City/Town: Fort Wayne, State: Indiana Zip Code: 46808

Parcel A

Latest Deed of Record: Document Number 95-008987
Tax ID Number: 02-07-22-377-004.000-073
Land area of total parcel: 0.599 acre

Parcel B:

Latest Deed of Record: Document Number 88-045177
Tax ID Number: 02-07-22-377-005.000-073 (part of)
Land area of total parcel: 2.39 acre (calculated)
Land area of part being purchased: 0.489 acre (legal description and drawing attached)

PURCHASE PRICE

The City agrees to pay to the Seller the total purchase amount of \$30,002.69 (Thirty Thousand and Two Dollars and Sixty Nine Cents) for the Property which includes the entirety of parcel 02-07-22-377-004.000-073 and a portion of parcel 02-07-22-377-005.000-073. There are not any houses or accessory buildings within the Property.

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

EXPIRATION OF OFFER

This Purchase Agreement shall be returned to the City no later than 12 noon, on October 29, 2025, otherwise this Purchase Agreement shall be null and void and both parties shall be released from the transaction.

APPROVALS BY BOARD OF PUBLIC WORKS and COMMON COUNCIL

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

CLOSING

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

49 Closing Date:

50 The closing date for this transaction shall be on or before **January 30, 2026**, or this Agreement
51 shall terminate unless an extension of time is mutually agreed to in writing. Any change in the closing
52 date shall be agreed to in writing by both parties.

53
54 Location of Closing:

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

56
57 Closing Fees:

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

60
61 **EARNEST MONEY**

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

63
64 **METHOD OF PAYMENT**

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

66
67 Both parties agree that all funds delivered to the closing agent's escrow account shall be such that
68 the closing agent shall be able to distribute all funds in accordance with I.C. 27-07-3.7-1 through 27-
69 07-3.7-1-10, inclusive. Furthermore, all funds sent from one source, when the amount is **\$10,000.00**
70 or greater, shall be sent in the form of an irrevocable wire transfer to the escrow account of the
71 closing agent, and all funds under **\$10,000.00** from one source shall be guaranteed to be "Good
72 Funds" as defined by the aforesaid Indiana Code.

73
74 **POSSESSION**

75 Possession of the Property shall be given to the Buyer at closing. If the **Seller** does not grant
76 possession by the date and time stated above, the **Seller** shall pay the **Buyer** the amount of **\$20.00**
77 (**Twenty Dollars and Zero Cents**) per day as liquidated damages until possession is delivered to the
78 **Buyer**. The **Buyer** shall have all other legal remedies available for use against the **Seller**, to the
79 extent allowed by law.

80
81 **PROPERTY MAINTENANCE**

82 Lawn Mowing:

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

87
88 Notice of Defective Conditions:

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

91
92 The **Seller** shall maintain the Property in its present condition until the **Buyer** takes possession.
93 The **Buyer** may inspect the Property prior to closing to determine whether there is compliance with
94 this clause. The **Seller** shall remove all rubbish and personal property.

95
96 **LOSS OR DAMAGE PRIOR TO CLOSING**

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

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

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

107
108 **BOUNDARY SURVEY**

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

118
119 X The survey shall be paid for by the **Buyer**.

120
121 **FLOOD HAZARD AREA**

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

124
125 **OTHER USE LIMITATIONS**

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

129
130 **INSPECTIONS**

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

134
135 The **Buyer** reserves its right to conduct independent inspections. All inspections are at the
136 **Buyer's** expense and shall be performed by licensed independent inspectors or qualified independent
137 contractors that shall be chosen by the **Buyer**, and paid for their services by the **Buyer**.

138
139 The **Seller** shall make arrangements so that all areas of the Property, including any buildings, are
140 open and accessible for inspection.

141
142 Inspections and Response Periods:

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

148

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

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

156
157 In the event that Buyer reasonably believes that an inspection has revealed a defect with the
158 Property, not disclosed by Seller prior to entering into this Purchase Agreement (and excluding
159 routine maintenance and minor repair items), and the Seller fails to remedy the defect to the Buyer's
160 reasonable satisfaction before closing, then Buyer may terminate this Purchase Agreement.
161 Alternatively, Buyer may waive the right to have the defect cured prior to closing, or Buyer and Seller
162 may agree to have the defect remedied following closing.

163
164 (Under Indiana law, a "defect" means a condition that would have a significant adverse effect on
165 the value of the Property, that would significantly impair the health or safety of future occupants of
166 the Property, or that if not repaired, removed, or replaced, would significantly shorten or adversely
167 affect the expected normal life of the premises.)
168

169
170 **DISCLOSURES**

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

173
174 The "Lead-Based Paint Certification and Acknowledgment" form is **Not Applicable**.

175
176 **TITLE WORK and DEED**

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

183
184 Title Insurance Fees:

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

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

190
191 Type of Deed:

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

194
195 **REAL PROPERTY TAXES**

196 All real property taxes that have been assessed for any prior calendar year that have not been paid
197 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

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

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

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

206 Utilities and Garbage Services:

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

209
210 Shutting Off Utilities for Buildings to be Demolished:

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

213
214 Special Assessments for Public Improvements:

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

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

221
222 **LEGAL JURISDICTION**

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

227
228 **LEGAL FEES**

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

232
233 **SAVINGS CLAUSE**

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

236
237 **OTHER STIPULATIONS**

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

246
247

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

248 **ADDITIONAL CONDITIONS:**

249

250 Security Fencing:

251 The proposed area of acquisition cuts across the southwesternmost portion of the existing
252 enclosed lot fencing. A cost-to-cure estimate was obtained from Hoosier Fencing and is included in
253 the offer amount.

254

255 Encroachment of Billboard Sign:

256 As an additional incentive to induce the **Seller** to sell the Property to the **Buyer**, the **Buyer** shall
257 grant a permanent easement to the **Seller** so that the existing billboard sign, located south of the
258 southeasternmost portion of the fenced-in lot area, may remain in place. **Seller** shall thus reserve and
259 retain an easement over the Property on terms and conditions substantially similar to those set forth in
260 Exhibit A attached hereto and incorporated herein.

261

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

268

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

271

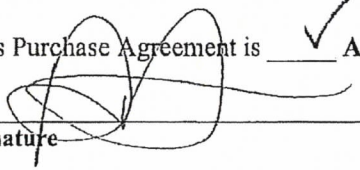
272

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

274

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

276

277  RICKY RAVEN, VP Date: 10/29/2025
278 Signature Printed Name & Title, if Applicable

279

280 _____ Date: _____
281 Signature Printed Name & Title, if Applicable

282

283 _____ Date: _____
284 Signature Printed Name & Title, if Applicable

285

286 _____ Date: _____
287 Signature Printed Name & Title, if Applicable

288

289 _____ Date: _____
290 Signature Printed Name & Title, if Applicable

291

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

292 BUYER APPROVAL AND SIGNATURES:

293

294

295

BOARD OF PUBLIC WORKS

296

297

298


Date: 11.4.2025

299

300

301

302

BY: 
Shan Gunawardena, Chair


303

304

305

306

307

BY: 
Kumar Menon, Member


308

309

310

311

312

BY: 
Chris Guerrero, Member

313

314

315

316

317

ATTEST: 
Michelle Fulk-Vondran, Clerk

318

EXHIBIT A

GRANT OF EASEMENT	* UNITED STATES OF AMERICA
	*
	*
BY: CITY OF FORT WAYNE	* STATE OF INDIANA
TO: TLC PROPERTIES, LLC	* COUNTY OF ALLEN

* * * * *

This Grant of Easement ("Agreement") is made this [DAY] day of [MONTH], [YEAR], by and between CITY OF FORT WAYNE, whose address is [ADDRESS] ("Grantor"), and TLC PROPERTIES, LLC, a Louisiana limited liability company, whose address is 5321 Corporate Boulevard, Baton Rouge, LA 70808 (TIN: 72-0640751) ("Grantee").

The Grantor, its successors and assigns, do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual easement for the location, construction and maintenance of the outdoor advertising structure or structures and all necessary or desirable appurtenances on, over and upon the following described real property:

[INSERT LEGAL DESCRIPTION]

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor herein grants a perpetual easement subject to the following terms and conditions:

Easement shall consist of a perpetual servitude of use that runs with the land and shall include the right to construct, service, maintain, improve, modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, replace, or rebuild any outdoor advertising structure on the property described. This right shall include but not be limited to a right of ingress and egress, a right to install, repair, replace and maintain underground and/or above ground electrical service, a right to maintain telecommunication devices as it pertains to the advertising structure only and a right of view, prohibiting vegetation or improvements on the property described herein that would obstruct the view of advertising structure from the adjoining roadway. Grantor agrees that Grantee may trim any or all trees and vegetation in, on or about the Easement as often as Grantee deems necessary to prevent obstruction or to improve the appearance of the structure. Grantee, its successors and assigns hereby specifically hold Grantor, its successors and assigns, free and harmless from any damages or injuries to any person or

property caused by Grantee's construction or maintenance activities on the property described.

Grantor warrants that it is the sole record owner of the immovable property over which this Easement is created, that such property is not subject to any mortgages or liens, that such property is not encumbered by any restrictions, easements, covenants, leases or other rights that are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority to execute this Easement and to grant, sell and convey the real rights set forth herein to Grantee.

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of Grantor and Grantee.

WITNESSES:

GRANTOR: CITY OF FORT WAYNE

BY: _____
[NAME, TITLE]

ACKNOWLEDGMENT

State of _____

County of _____

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named _____ to me personally known, who stated that he is the _____ of _____, a _____, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this _____ day of _____, _____.

Notary Public

Printed Name: _____
Notary No/Bar Roll No.: _____

My commission is: _____

This Instrument Prepared By:
James R. McIlwain
5321 Corporate Blvd
Baton Rouge, LA 70808

Interoffice Memo

Date: November 10, 2025
To: Common Council Members
From: Seth Weinglass, Program Manager – Capital Project Services – Telephone: 427-1330
RE: Purchase of 1.088 Acres of Vacant Land Located at 4511 Executive Blvd, Fort Wayne, IN 46808

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

Background & supporting information:

City Utilities has reached an agreement to purchase 1.088 acres of undeveloped land south and west of the offices of Lamar Advertising on Executive Boulevard, north of West Coliseum Boulevard. 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's owner, Wayne Scott, Inc., agreed to a purchase price of \$30,002.69. 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-25-11-35

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

Nathan Hartman Chair

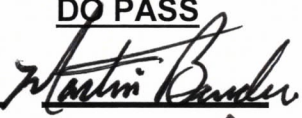
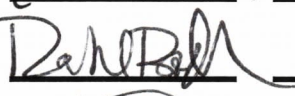


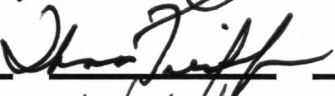
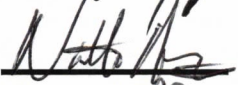
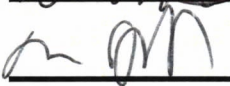
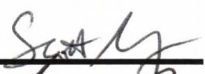
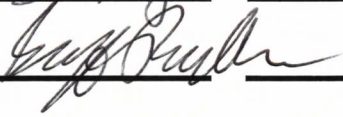
Geoff Paddock Co-Chair

All Council Members

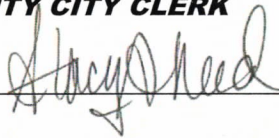
A Resolution approving a Purchase Agreement for the acquisition of real property located at 4511 Executive Blvd, Fort Wayne, Indiana, for the City of Fort Wayne, Indiana (Approved and Executed by the Board of Public Works on November 4, 2025)

Purchase Price of \$30,002.69

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>			

**STACY REED
DEPUTY CITY CLERK**



Public Hearing Date: N/A

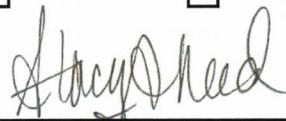
Read the first time in full and on motion by Councilperson Hartman.

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

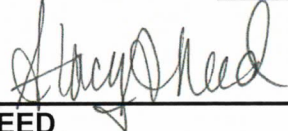


STACY REED, DEPUTY CITY CLERK

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

Resolution No. R-25-11-35 on the 9th day of December, 2025

ATTEST:

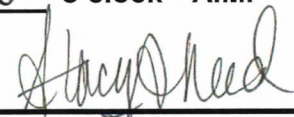
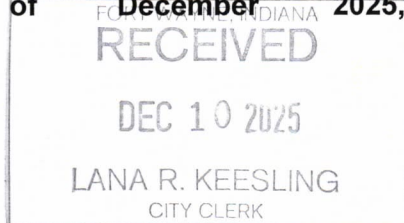


STACY REED
DEPUTY CITY CLERK



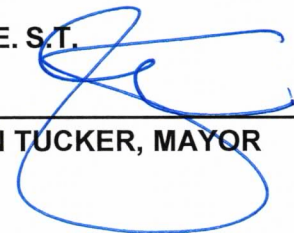
PRESIDING OFFICER

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 11:15 o'clock A.M. E.S.T.



SHARON TUCKER, MAYOR