

1 **BILL NO. R-26-01-16**

2 **RESOLUTION NO. R-3-26**

3
4 **A RESOLUTION APPROVING A PURCHASE**
5 **AGREEMENT FOR THE ACQUISITION OF REAL**
6 **PROPERTY LOCATED AT 614 WAGNER ST,**
7 **FORT WAYNE, INDIANA, FOR THE CITY OF**
8 **FORT WAYNE, INDIANA (Approved and**
9 **Executed by the Board of Public Works on**
10 **December 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 two (2) parcels of
13 land located at 614 Wagner St., Fort Wayne, Indiana, (the "Real Estate"), to be
14 used for a security zone and planned future expansion of the Water Filtration Plant,
15 and to continue to improve the reliability of our City's drinking water supply; 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 December 16,
19 2025; and

20 **WHEREAS**, the purchase price for the Real Estate is One Hundred
21 Fifty-Four Thousand Nine Hundred and 00/100 Dollars (\$154,900.00) (the
22 "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
29
30

BOPW resolution no. 112-12-16-25-4
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 Owners Names: Mark E. Berghoff and Mona Yoder-Berghoff ("**Seller**")

7 Mailing Address: 1005 Morrow Way, Fort Wayne, IN 46808
8

9 Property Address: 614 Wagner Street, Fort Wayne, IN 46805

10 Latest Deed of Record: Document Number 201036281

11 Tax ID Number: 02-12-01-107-003.000-074

12 Description: West ½ of Lot Number 12 in Baltes and Romy Amended Addition
13

14 **TOGETHER WITH**

15
16 Owners Names: Carefree, LLC ("**Seller**")

17 Mailing Address: 1005 Morrow Way, Fort Wayne, IN 46808

18 Registered Agent: Mark E. Berghoff at 1005 Morrow Way, Fort Wayne, IN 46808
19

20 Property Address: 608 Wagner Street, Fort Wayne, IN 46805

21 Latest Deed of Record: Document Number 204035327

22 Tax ID Number: 02-12-01-107-002.001-074

23 Description: East 10 Feet of Lot Number 11 in Baltes and Romy Amended Addition
24

25 **Listing agent:** Scott Hope

26 Agency: ADT Realty

27 Cell Phone: (260) 201-2185

28 Email: ScottHopeforHomes@gmail.com

29 **PURCHASE PRICE**

30 The **City** agrees to pay to the **Seller** the total purchase amount of **\$154,900.00 (One Hundred**
31 **Fifty-Four Thousand Nine Hundred Dollars and Zero Cents)** for the **Property** which includes the
32 **entire two (2) parcels of land, the house, and the 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 December 19,**
39 **2025,** otherwise this Purchase Agreement shall be null and void and both parties shall be released
40 from the transaction.
41

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

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

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

48 **CLOSING**

49 Closing Date:

50 The closing date for this transaction shall be on or before **March 31, 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.**

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 **\$103.00**
77 **(One Hundred Three Dollars and Zero Cents)** per day as liquidated damages until possession is
78 delivered to the **Buyer**. The **Buyer** shall have all other legal remedies available for use against the
79 **Seller**, to the 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.

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

98 **LOSS OR DAMAGE PRIOR TO CLOSING**

99 In the event the Property is damaged by fire, flooding, storm, vandalism, earthquake, or any other
100 cause, prior to the closing, the parties to this Purchase Agreement shall proceed as follows:
101

102 In the event any damage or destruction occurs, prior to closing, the **Seller** shall make all
103 necessary repairs to return the Property to the condition it was in prior to the damage or destruction.
104 The **Seller** shall maintain adequate property casualty insurance on the Property, and shall also be
105 responsible for the payment of any and all insurance deductible(s). If the Property is not fully
106 repaired prior to closing, the **Buyer**, at its choosing, may terminate this Agreement and the **Seller**
107 shall return the earnest money, if any earnest money was given, to the **Buyer** within thirty (30)
108 calendar days.
109

110 **BOUNDARY SURVEY**

111 X The requirement for a survey is **waived**.
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 **Ten (10)** calendar days to respond to **Seller** in writing with regard to any such inspection,
138 following which Buyer shall have **Ten (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.

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

148
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
163 The Buyer has waived the "Seller's Residential Real Estate Sales Disclosure" form.
164

165 The Buyer has waived the "Lead-Based Paint Certification and Acknowledgment" form.
166

167 **TITLE WORK and DEED**

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

175 Title Insurance Fees:

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

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

182 Type of Deed:

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

186 **REAL PROPERTY TAXES**

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

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

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

197 Utilities and Garbage Services:

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

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

201 Shutting Off Utilities for Buildings to be Demolished:

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

205 Special Assessments for Public Improvements:

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

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

213 **LEGAL JURISDICTION**

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

219 **LEGAL FEES**

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

224 **SAVINGS CLAUSE**

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

228 **OTHER STIPULATIONS**

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

238 **ADDITIONAL CONDITIONS:**

239
240 Buyer agrees to reimburse Seller at closing for expenses incurred to obtain an appraisal of the
241 Property from Ron Working, up to a maximum of \$500.00 (Five Hundred Dollars and Zero Cents).
242 Seller shall provide a copy of the appraisal invoice(s) to the Buyer at least thirty days prior to closing
243

244 Prior to possession by the **Buyer** and after closing, but no later than May 31, 2026, the **Buyer**
245 shall allow the Seller to remove attached fixtures and other items including, but not limited to, appliances,
246 lighting, exterior landscape plants, air conditioning equipment, windows, and doors. The **Seller** shall be
247 responsible to cover any openings caused by removal of exterior doors or windows with plywood or other

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

248 suitable material to keep the structure secure throughout and after the removal of such items.
249 Furthermore, the Seller shall ensure that the removal of attached fixtures or other items does not result in
250 water leaks or safety risks, such as live exposed electrical wiring, within the property.

251
252 This Purchase Agreement may be executed concurrently in two or more counterparts, each of
253 which shall be considered as an original document, but all of which altogether shall be one and the same
254 document. The parties stipulate that this Purchase Agreement may be transmitted between them by U.S.
255 Postal Service, other service such as FedEx, courier, facsimile, or e-mail. The parties acknowledge that
256 digitally or electronically transmitted signatures shall be considered as original signatures and are binding
257 on the parties. The City shall keep possession of the original of the Purchase Agreement.

258
259 By signing below, the parties to this transaction acknowledge receipt of a copy of this Purchase
260 Agreement, and agree to the conditions, requirements, and stipulations as stated.

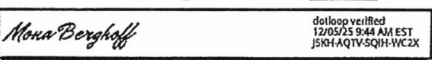
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262
263 **BUYER'S SIGNATURE:**

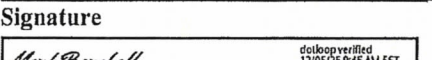
264 
265
266 **Seth Weinglass, Capital Project Services, Fort Wayne City Utilities**
267 Telephone: 260-427-1330 E-mail: seth.weinglass@cityoffortwayne.org

Date: 1/7/2026

268
269
270 **SELLER APPROVAL and SIGNATURE(S):**

271
272 This Purchase Agreement is **ACCEPTED** **REJECTED**.

273  Mona Berghoff Date: _____
274 Signature Printed Name & Title, if Applicable

275
276  Mark Berghoff Date: _____
277 Signature Printed Name & Title, if Applicable

278
279
280
281 Signature _____ Printed Name & Title, if Applicable Date: _____

282
283
284 Signature _____ Printed Name & Title, if Applicable Date: _____

285

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

286 **BUYER APPROVAL AND SIGNATURES:**

287

288

289

BOARD OF PUBLIC WORKS

290

291

292 Date: 12-16-25

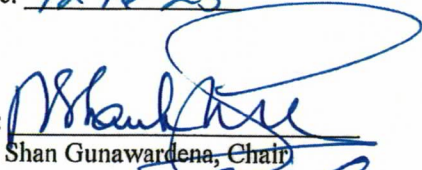
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BY:


Shan Gunawardena, Chair

297

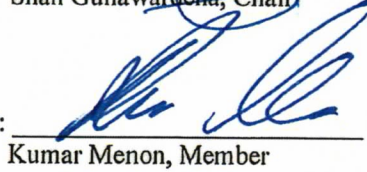
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299

300

301

BY:


Kumar Menon, Member

302

303

304

305

306

BY:


Chris Guerrero, Member

307

308

309

310

311

ATTEST:


Michelle Fulk-Vondran, Clerk

312

Interoffice Memo

Date: January 7, 2026
To: Common Council Members
From: Seth Weinglass, Program Manager – Capital Project Services
RE: **Purchase of 614 Wagner St, in Fort Wayne, Indiana 46805**

Council Introduction Date: January 13, 2026 - 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 614 Wagner Street. The sale also includes a 10' wide lot to the west of 614 Wagner, which is deeded to a corporate entity owned by the same property owners.

There is an unoccupied residence on this lot that the City plans to demolish. The property owners agreed to sell the land to City Utilities for \$154,900, 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

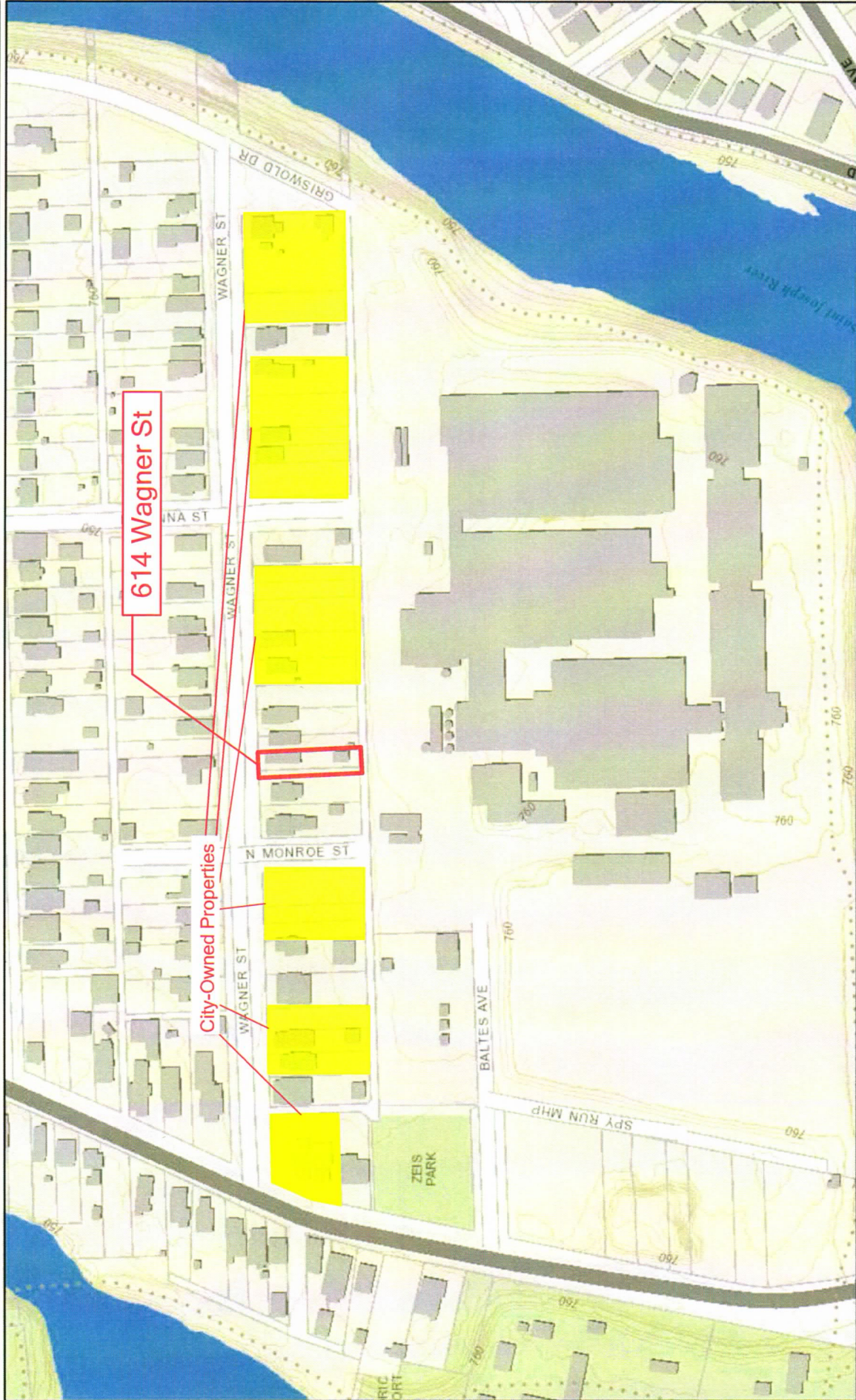
Attachments:

- Map
- Purchase agreement executed by Board of Public Works on December 16, 2025

Cc: Matthew Wirtz
Andrew Schipper



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.

© 2004 Board of Commissioners of the County of Allen
 North American Datum 1983
 State Plane Coordinate System, Indiana East



Date: 01/07/2026 1" = 200'

BILL NO. R-26-01-16

REPORT OF COMMITTEE ON FINANCE
January 20, 2026

Geoff Paddock Chair

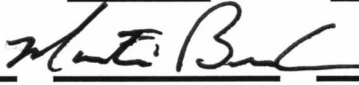




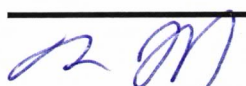
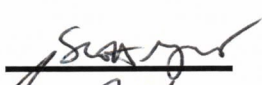
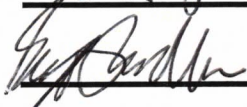
Nathan Hartman Co-Chair

All Council Members

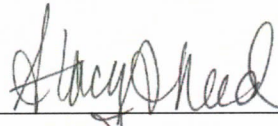
A Resolution approving a Purchase Agreement for the acquisition of Real Property located at 614 Wagner St, Fort Wayne, Indiana, for the City of Fort Wayne, Indiana (Approved and Executed by the Board of Public Works on December 16, 2025).

Purchase price of \$154,900.00

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>			

STACY REED
DEPUTY CITY CLERK



Public Hearing Date: N/A

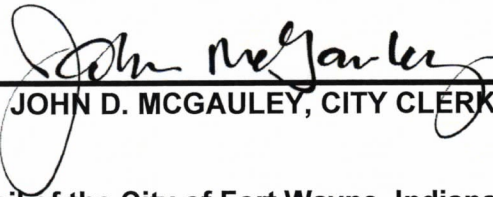
Read the first time in full and on motion by Councilperson Paddock.

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

Read the third time in full and on motion by Councilperson Paddock, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: January 27, 2026

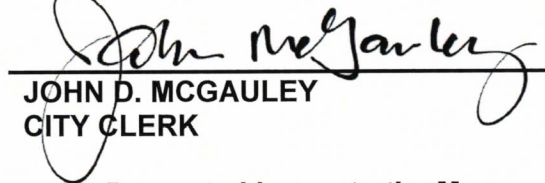


 JOHN D. MCGAULEY, CITY CLERK

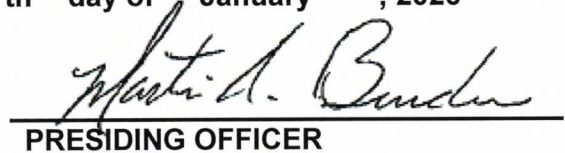
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Resolution No. R-26-01-16 on the 27th day of January, 2026

ATTEST:



 JOHN D. MCGAULEY
 CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th of January 2026, at the hour of 9:05 o'clock A.M. E.S.T.



 JOHN D. MCGAULEY, CITY CLERK

Approved and signed by me this 2nd day of Feb 2026, at the hour of 2:50 o'clock P.M. E.S.T.



 SHARON TUCKER, MAYOR

Fort Wayne Indiana
 Office of the City Clerk
 FEB 02 2026
 RECEIVED

3:00pm