

1 **BILL NO. R-26-03-09**

2 **RESOLUTION NO. R-12-26**

3
4 **A RESOLUTION APPROVING A PURCHASE**
5 **AGREEMENT FOR THE ACQUISITION OF REAL**
6 **PROPERTY LOCATED AT 2020 W COLISEUM**
7 **BLVD, FORT WAYNE, INDIANA, FOR THE CITY**
8 **OF FORT WAYNE, INDIANA (Approved and**
9 **Executed by the Board of Public Works on**
10 **February 24, 2026).**

11 **WHEREAS**, the City of Fort Wayne, by and through its Division of
12 City Utilities ("CU"), wishes to acquire Real Property consisting of 2.185 acres of
13 vacant land located at 2020 W. Coliseum Blvd., Fort Wayne, Indiana, (the "Real
14 Estate"), to be used for drainage improvements to expand the capacity of the
15 Lincolnale Drain, to increase its capacity and alleviate neighborhood flooding; and

16 **WHEREAS**, the City of Fort Wayne, by and through its Board of
17 Public Works, approved and executed a purchase agreement (BOPW Res. No.
18 113-2-24-26-1) to acquire the Real Estate in the regularly-held meeting of the
19 Board of Public Works on February 24, 2026; and

20 **WHEREAS**, the purchase price for the Real Estate is Seventy-Eight
21 Thousand and 00/100 Dollars (\$78,000.00) (the "Purchase Price"); and

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

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

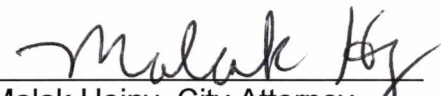
27 **SECTION 1.** The acquisition of the Real Estate by CU, the City of
28 Fort Wayne, by and through its Board of Public Works, in the amount of the
29 Purchase Price, and upon such other terms and conditions as CU shall determine,
30

1 is hereby agreed to and approved. The appropriate officials of the City of Fort
2 Wayne are hereby authorized to execute all documents necessary to effectuate
3 said purchase.
4

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

8 
9 _____
10 Council Member

11 APPROVED AS TO FORM AND LEGALITY

12 
13 _____
14 Malak Heiny, City Attorney
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BOPW resolution no. 113-2-24-26-1
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): Genuine Parts Company (“Seller”)
7 Primary Telephone: _____ Other Telephone: _____
8 Facsimile: _____ E-mail: Jen_Garner@genpt.com
9

10 Mailing Address: 2999 Wildwood Parkway
11 City/Town: Atlanta, Georgia 30339
12

13 Property Address: 2020 W Coliseum Blvd
14 City/Town: Fort Wayne, Indiana 46808
15

16 Latest Deed of Record: Document Number 87-059163
17 Tax ID Number: 02-07-22-353-005.000-073
18 Land area of part being purchased: 2.185 acres (legal description and drawing attached)
19 Land area of total parcel: 6.68 acres
20

21 **PURCHASE PRICE**

22 The City agrees to pay to the Seller the total purchase amount of \$78,000.00 (Seventy-Eight
23 **Thousand Dollars**) for the Property which includes a portion of parcel of 02-07-22-353-005.000-
24 **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 February 18,**
31 **2026** 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 **May 26, 2026**, or this Agreement shall
43 terminate unless an extension of time is mutually agreed to in writing. Any change in the closing date
44 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
50

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

51 Closing Fees:

52 All fees charged by the closing agent, including document preparation and recording fees shall be
53 paid by the **City of Fort Wayne (Buyer)**.
54

55 **EARNEST MONEY**

56 The **City** as a policy does not pay earnest money.
57

58 **METHOD OF PAYMENT**

59 The entire amount shall be paid in **cash**.
60

61 Both parties agree that all funds delivered to the closing agent's escrow account shall be such that
62 the closing agent shall be able to distribute all funds in accordance with I.C. 27-07-3.7-1 through 27-
63 07-3.7-1-10, inclusive. Furthermore, all funds sent from one source, when the amount is **\$10,000.00**
64 or greater, shall be sent in the form of an irrevocable wire transfer to the escrow account of the
65 closing agent, and all funds under **\$10,000.00** from one source shall be guaranteed to be "Good
66 Funds" as defined by the aforesaid Indiana Code.
67

68 **POSSESSION**

69 Possession of the Property shall be given to the Buyer at closing. If the **Seller** does not grant
70 possession by the date and time stated above, the **Seller** shall pay the **Buyer** the amount of **\$28.00**
71 (**Twenty Eight Dollars and Zero Cents**) per day as liquidated damages until possession is delivered
72 to the **Buyer**. The **Buyer** shall have all other legal remedies available for use against the **Seller**, to
73 the extent allowed by law.
74

75 **PROPERTY MAINTENANCE**

76 Lawn Mowing:

77 The **Seller** shall keep the lawn mowed so as to not violate tall grass/weed ordinances, and shall
78 mow the grass within two (2) calendar days of possession by the **Buyer**, when the **Buyer** takes
79 possession between April 1st and November 15th, subject to any drought conditions that may be
80 present.
81

82 Notice of Defective Conditions:

83 The **Seller** certifies that no governmental agency has served notice ordering the repair or
84 correction of any defective conditions.
85

86 The **Seller** shall maintain the Property in its present condition until the **Buyer** takes possession.
87 The **Buyer** may inspect the Property prior to closing to determine whether there is compliance with
88 this clause. The **Seller** shall remove all rubbish and personal property.
89

90 **LOSS OR DAMAGE PRIOR TO CLOSING**

91 In the event the Property is damaged by fire, flooding, storm, vandalism, earthquake, or any other
92 cause, prior to the closing, the parties to this Purchase Agreement shall proceed as follows:
93

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

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

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BOUNDARY SURVEY

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

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

FLOOD HAZARD AREA

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

OTHER USE LIMITATIONS

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

INSPECTIONS

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

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

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

Inspections and Response Periods:

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

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

REAL PROPERTY PURCHASE AGREEMENT

Fort Wayne City Utilities

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

157
158 (Under Indiana law, a "defect" means a condition that would have a significant adverse effect on
159 the value of the Property, that would significantly impair the health or safety of future occupants of
160 the Property, or that if not repaired, removed, or replaced, would significantly shorten or adversely
161 affect the expected normal life of the premises.)

162 163 **DISCLOSURES**

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

166
167 The "Lead-Based Paint Certification and Acknowledgment" form is **Not Applicable**.

168 169 **TITLE WORK and DEED**

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

176 177 Title Insurance Fees:

178 The premium for the title insurance policy and all fees charged to prepare an Owner's Title
179 Insurance Policy shall be paid by the **Buyer**. The costs to resolve any title issues affecting the
180 Property so that marketable title can be 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:

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

200

REAL PROPERTY PURCHASE AGREEMENT

Fort Wayne City Utilities

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 **TEMPORARY RIGHT OF ENTRY FOR PRE-CLOSING SITE WORK**

214
215 As of the date of Seller's signature below, Seller hereby grants a temporary right of entry to
216 Buyer (inclusive of its agents, employees, or assigns for purposes of this paragraph), on and across the
217 Property, for the purpose of performing preliminary site work, including the removal of trees, shrubs, and
218 other foliage (the "Impeding Vegetation") needed to access the site of future planned work on the
219 Property. Buyer shall have no obligation to restore such Impeding Vegetation.
220

221 **BUYER'S INDEMNIFICATION**

222
223 To the fullest extent permitted by Indiana law, Buyer (the City of Fort Wayne) shall indemnify
224 and hold harmless Seller and Seller's members, officers, employees, and agents from and against any and
225 all claims, liabilities, losses, damages, costs, and expenses arising out of or related to:

- 226 • Buyer's inspections, testing, or entry onto the Property prior to Closing;
- 227 • Buyer's ownership, use, maintenance, repair, or operation of the Property after Closing; and
- 228 • Any violation of federal, state, or local law, ordinance, or regulation relating to the Property
229 occurring after Closing;

230 This indemnification expressly includes, without limitation, any claims, costs, or liabilities arising
231 from deferred maintenance, failure to maintain, or the condition of any building systems, structures,
232 improvements, or grounds after Closing.

233 The indemnification provided herein is limited to indemnity for direct damages and expressly
234 excludes indemnification for special, consequential, punitive, and incidental damages.

235 This indemnification also excludes any claims, liabilities, losses, damages, costs, or expenses
236 arising as a result of the Seller's grossly negligent or intentional acts.

237 This indemnification obligation shall survive Closing and is not limited by any other provision of
238 this Agreement. Nothing in this section shall be construed as a waiver of the City of Fort Wayne's
239 statutory immunities, defenses, or limitations of liability under Indiana law.
240

241 **NO CONTINUING OBLIGATIONS**

242 Except as expressly provided above, Seller shall have no continuing or post-closing obligations of
243 any kind relating to the Property, including any duty to maintain, repair, or contribute to the upkeep or
244 condition of the Property after Closing.
245

246 **LEGAL JURISDICTION**

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

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

251

252 **LEGAL FEES**

253 A party to this Purchase Agreement who prevails in any legal proceeding against any other party
254 brought in regard to this Purchase Agreement or associated transaction shall be allowed to recover
255 court costs and reasonable attorney's fees from the other party, to the extent permitted by law.
256

257 **SAVINGS CLAUSE**

258 If any provision contained in this Agreement is found to be illegal or unenforceable in any
259 respect, that determination shall not affect any other provision of this Purchase Agreement.
260

261 **OTHER STIPULATIONS**

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

271 **ADDITIONAL CONDITIONS:**

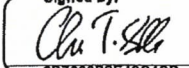
272 This Purchase Agreement may be executed concurrently in two or more counterparts, each of
273 which shall be considered as an original document, but all of which altogether shall be one and the same
274 document. The parties stipulate that this Purchase Agreement may be transmitted between them by U.S.
275 Postal Service, other service such as FedEx, courier, facsimile, or e-mail. The parties acknowledge that
276 digitally or electronically transmitted signatures shall be considered as original signatures and are binding
277 on the parties. The City shall keep possession of the original of the Purchase Agreement.
278

279 Seller shall grant a temporary easement using the form transmitted from Buyer to Seller on July
280 25, 2025, and in the location requested on such date. Execution of such instrument shall be concurrent
281 with the conveyance of title contemplated herein.
282

283 By signing below, the parties to this transaction acknowledge receipt of a copy of this Purchase
284 Agreement, and agree to the conditions, requirements, and stipulations as stated.
285

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

288
289 This Purchase Agreement is **ACCEPTED** **REJECTED**.

290 
291
292 Signature

290 Christopher T. Galbraith, Senior Vice President, City of Fort Wayne, Company Counsel and Corp. E
291 Date: 2/17/2026 11:44:23 AM
292 Printed Name & Title, if Applicable

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

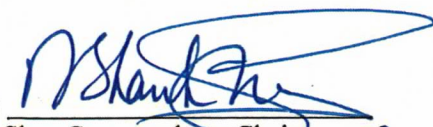
297 **BUYER APPROVAL AND SIGNATURES:**

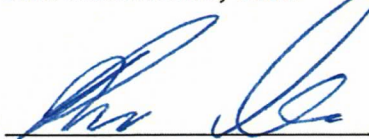
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BOARD OF PUBLIC WORKS

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302
303 Date: 2.24.24

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307 BY: 
308 Shan Gunawardena, Chair

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312 BY: 
313 Kumar Menon, Member

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315
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317 BY: 
318 Chris Guerrero, Member

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322 ATTEST: 
323 Michelle Fulk-Vondran, Clerk

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

LINE LEGEND

1	3/4" PINE
2	2" PINE
3	4" PINE
4	6" PINE
5	8" PINE
6	10" PINE
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8	14" PINE
9	16" PINE
10	18" PINE
11	20" PINE
12	24" PINE
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14	36" PINE
15	42" PINE
16	48" PINE
17	60" PINE
18	72" PINE
19	84" PINE
20	96" PINE
21	108" PINE
22	120" PINE
23	144" PINE
24	168" PINE
25	192" PINE
26	216" PINE
27	240" PINE
28	288" PINE
29	336" PINE
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119	4656" PINE
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124	4896" PINE
125	4944" PINE
126	4992" PINE
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147	6000" PINE
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185	7824" PINE
186	7872" PINE
187	7920" PINE
188	7968" PINE
189	8016" PINE
190	8064" PINE
191	8112" PINE
192	8160" PINE
193	8208" PINE
194	8256" PINE
195	8304" PINE
196	8352" PINE
197	8400" PINE
198	8448" PINE
199	8496" PINE
200	8544" PINE
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202	8640" PINE
203	8688" PINE
204	8736" PINE
205	8784" PINE
206	8832" PINE
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215	9264" PINE
216	9312" PINE
217	9360" PINE
218	9408" PINE
219	9456" PINE
220	9504" PINE
221	9552" PINE
222	9600" PINE
223	9648" PINE
224	9696" PINE
225	9744" PINE
226	9792" PINE
227	9840" PINE
228	9888" PINE
229	9936" PINE
230	9984" PINE
231	10032" PINE
232	10080" PINE
233	10128" PINE
234	10176" PINE
235	10224" PINE
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242	10560" PINE
243	10608" PINE
244	10656" PINE
245	10704" PINE
246	10752" PINE
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479	21936" PINE

Interoffice Memo

Date: March 3, 2026

To: Common Council Members

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

RE: Purchase of 2.185 Acres of Vacant Land Located at 2020 W Coliseum Blvd, Fort Wayne, IN 46808

Council Introduction Date: March 10, 2026—Council District #: 3

Background & supporting information:

City Utilities has reached an agreement to purchase 2.185 acres of undeveloped land north of the NAPA Auto Parts store located at 2020 West Coliseum Boulevard. 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, Genuine Parts Company, agreed to a purchase price of \$78,000, which is less than 60% of the appraised value of the land. Overall, CUE has saved nearly \$143,000 in land acquisition costs on this project, as compared with appraised property values, by negotiating with the property owners.

The attached map shows the area of land that City Utilities intends to purchase.

Implications of not being approved:

If City Utilities does not purchase this land, a different area of land will need to be purchased for the drain improvements, likely at higher cost.

Justification if prior approval is being requested: Not applicable

Funding source: CUE Revenue

Attachments:

- Purchase Agreement

CC: Matthew Wirtz
Eric Ruppert
Kristen Buell
Jacob Fowler
Jill Helfrich

BILL NO. R-26-03-09

REPORT OF COMMITTEE ON CITY UTILITIES

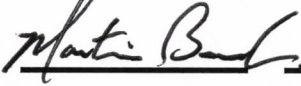



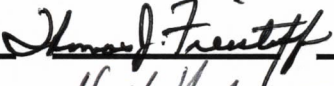
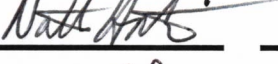
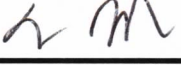

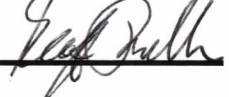
March 17, 2026

**Russ Jehl Chair
Thomas Freistroffer Co-Chair
All Council Members**

A Resolution approving a Purchase Agreement for the acquisition of real property located at 2020 W Coliseum Blvd, Fort Wayne, Indiana, for the City of Fort Wayne, Indiana (Approved and Executed by the Board of Public Works on February 24, 2026)

Purchase Price of \$78,000.00

COMMITTEE ON CITY UTILITIES 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>			

**JOHN D. MCGAULEY
CITY CLERK**



Public Hearing Date: N/A

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

Read the second time by title and referred to the City Utilities Committee.

Read the third time in full and on motion by Councilperson Jehl, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: March 24, 2026

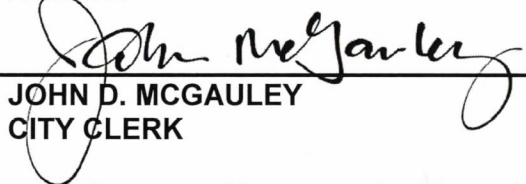


 JOHN D. MCGAULEY, CITY CLERK

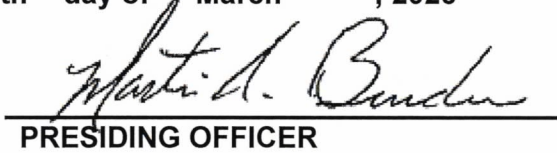
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Resolution No. R-26-03-09 on the 24th day of March, 2026

ATTEST:



 JOHN D. MCGAULEY
 CITY CLERK



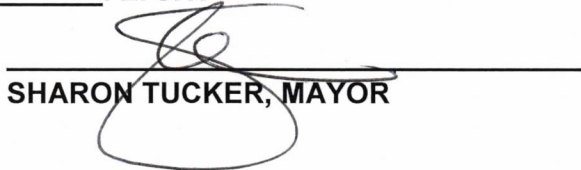
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th of March 2026, at the hour of 9:40 o'clock A.M. E.S.T.



 JOHN D. MCGAULEY, CITY CLERK

Approved and signed by me this 25th day of March 2026, at the hour of 10:13 o'clock A.M. E. S.T.



 SHARON TUCKER, MAYOR

Fort Wayne Indiana
 Office of the City Clerk
 MAR 25 2026
 RECEIVED