

1 **BILL NO. R-26-03-10**

2 **RESOLUTION NO. R-13-26**

3
4 **A RESOLUTION APPROVING A PURCHASE**
5 **AGREEMENT FOR THE ACQUISITION OF REAL**
6 **PROPERTY LOCATED AT 2801 ADAMS CTR**
7 **RD, 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 0.549 acres of
13 vacant land located at 2801 Adams Ctr Rd, Fort Wayne, Indiana, (the "Real
14 Estate"), to be used for a sanitary sewer lift station for the South Maumee Relief
15 Sewer project; 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.
18 113-2-24-26-2) 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 Fifteen
21 Thousand and 00/100 Dollars (\$15,000.00) (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 _____
Council Member

10 APPROVED AS TO FORM AND LEGALITY

11
12 
13 _____
Malak Heiny, City Attorney

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30

BOPW resolution no. 113-2-24-26-2

REAL PROPERTY PURCHASE AGREEMENT

Fort Wayne City Utilities

1 **Fort Wayne City Utilities**, by and through the Board of Public Works of the City of Fort Wayne,
2 Indiana, ("**Buyer**") agrees to purchase the fee simple title to that part of their real property described and
3 depicted on the attached Exhibits "A" and "B," respectively (the "**Property**") for the consideration stated
4 below, and subject to the conditions, requirements, and stipulations set forth in the following Purchase
5 Agreement.
6

7 **SELLER INFORMATION**

8 Owner(s) Name(s): **Parrish Leasing, Inc.** ("**Seller**")
9 Authorized Agents: Stan Parrish, Josh Parrish
10 Primary Telephone: 260-414-9394
11 E-mail: stan.parrish@parrishleasing.com; josh.parrish@parrishleasing.com
12 Mailing Address: 5104 Old Maumee Road, Fort Wayne, IN, 46803
13

14 **PROPERTY LOCATION**

15 Property Address: 2801 Adams Center Road, Fort Wayne, IN 46803
16 Tax ID Number: 02-13-15-101-002.000-041
17 Latest Deed of Record: document number 92-015983
18 Land area of total parcel: 19.19 acres
19 Land area of part being purchased: 0.549 acres (legal description and drawing attached)
20

21 **PURCHASE PRICE**

22 The City agrees to pay to the Seller the total purchase amount of **\$15,000.00 (Fifteen Thousand**
23 **Dollars and Zero Cents)** for the Property.
24

25 NOTE: The Seller certifies that no substantial changes have occurred to the Property to reduce the
26 value determined by the appraisals, as of the effective date of this Purchase Agreement.
27

28 **EXPIRATION OF OFFER**

29 This Purchase Agreement shall be returned to the City no later than **12 noon, on February 16,**
30 **2026**, otherwise this Purchase Agreement shall be null and void and both parties shall be released
31 from the transaction.
32

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

34 This transaction is subject to approval by both the Board of Public Works and the Common
35 Council of the City of Fort Wayne, Indiana. In the event that either body does not approve this
36 transaction, the transaction shall be terminated and both parties shall be released from this Purchase
37 Agreement.
38

39 **CLOSING**

40 Closing Date:

41 The closing date for this transaction shall be on or before **May 29, 2026**, or this Agreement shall
42 terminate unless an extension of time is mutually agreed to in writing. Any change in the closing date
43 shall be agreed to in writing by both parties.
44

45 Location of Closing:

46 The closing shall be held at TBD located at TBD, **Fort Wayne, Indiana.**
47

48 Closing Fees:

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

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

51
52 **EARNEST MONEY**

53 If the City of Fort Wayne is the Purchaser:

54 The City as a policy does not pay earnest money.
55

56
57 **METHOD OF PAYMENT**

58 The entire amount shall be paid in cash.
59

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

67 **POSSESSION**

68 Possession of the Property shall be given to the Buyer at closing. If the **Seller** does not grant
69 possession by the date and time stated above, the **Seller** shall pay the **Buyer** the amount of **\$50.00**
70 (**Fifty Dollars**) per day as liquidated damages until possession is delivered to the **Buyer**. The **Buyer**
71 shall have all other legal remedies available for use against the **Seller**, to the 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
89 **LOSS OR DAMAGE PRIOR TO CLOSING**

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

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

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

101 **BOUNDARY SURVEY**

102 Buyer, at its own cost, has procured a boundary survey performed in accordance with I.A.C. Title
103 865, Rule 12, for which the corner markers of the Property have been established and marked. Such
104 survey is attached hereto, and Seller acknowledges and agrees it accurately portrays the boundaries of
105 the Property and of the encumbrances thereupon.

106
107 **FLOOD HAZARD AREA**

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

110
111 **OTHER USE LIMITATIONS**

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

115
116 **INSPECTIONS**

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

120
121 The Buyer reserves its right to conduct independent inspections. All inspections are at the
122 Buyer's expense and shall be performed by licensed independent inspectors or qualified independent
123 contractors that shall be chosen by the Buyer, and paid for their services by the Buyer.

124
125 The Seller shall make arrangements so that all areas of the Property, including any buildings, are
126 open and accessible for inspection.

127
128 Inspections and Response Periods:

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

134
135 If the Buyer does not respond in writing to Seller within the above time periods with regard to a
136 problem revealed in a report, or timely request a reasonable extension of time in writing, then the
137 Property shall be deemed to be acceptable. Should either party fail to respond to an inspection
138 response from the other within five calendar days, or timely request a reasonable extension of time in
139 writing, then that inspection response is deemed accepted. Making a timely written request for an
140 extension of time does not constitute acceptance of an inspection response, whether or not the request
141 is granted.

142
143 In the event that Buyer reasonably believes that an inspection has revealed a defect with the
144 Property, not disclosed by Seller prior to entering into this Purchase Agreement (and excluding
145 routine maintenance and minor repair items), and the Seller fails to remedy the defect to the Buyer's
146 reasonable satisfaction before closing, then Buyer may terminate this Purchase Agreement.
147 Alternatively, Buyer may waive the right to have the defect cured prior to closing, or Buyer and Seller
148 may agree to have the defect remedied following closing.

149

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

150 (Under Indiana law, a "defect" means a condition that would have a significant adverse effect on
151 the value of the Property, that would significantly impair the health or safety of future occupants of
152 the Property, or that if not repaired, removed, or replaced, would significantly shorten or adversely
153 affect the expected normal life of the premises.)
154

155
156 **DISCLOSURES**

157
158 The "Lead-Based Paint Certification and Acknowledgment" form is **Not Applicable**.
159

160 **TITLE WORK and DEED**

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

168 Title Insurance Fees:

169 The premium for the title insurance policy and all fees charged to prepare an Owner's Title
170 Insurance Policy shall be paid by the **Buyer**.
171

172 The costs to resolve any title issues affecting the Property so that marketable title can be
173 conveyed shall be paid by the **Buyer**.
174

175 Type of Deed:

176 The conveyance of the Property shall be accomplished with a Warranty Deed, subject to
177 easements, restrictive covenants, other encumbrances of record, and taxes.
178

179 **REAL PROPERTY TAXES**

180 All real property taxes that have been assessed for any prior calendar year that have not been paid
181 shall be paid by the **Seller**. Real property taxes that have been assessed for the present year, that are
182 due and payable in the year after closing, shall also be paid by the **Seller** prorated up to the day
183 immediately prior to the closing date.
184

185 For the purpose of determining the amount to be credited for accrued but unpaid taxes, the taxes
186 shall be assumed to be the same as the most recent year for which taxes were billed based upon the
187 certified tax rates. This settlement shall be final.
188

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

190
191 Utilities and Garbage Services:

192 The **Seller** shall pay for all public utility and garbage service charges up to the last day of
193 possession.
194

195 Shutting Off Utilities for Buildings to be Demolished:

196 The **Seller** shall cancel the accounts for all public utilities and garbage services no later than the
197 last day of possession, and shall have the utilities shut off by the appropriate utility.
198
199

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

200 Special Assessments for Public Improvements:

201 The Seller shall pay any special assessments assessed against the Property for public
202 improvements previously made by a governmental unit that benefit the Property. The Seller certifies
203 that it has no knowledge of any proposed improvements which may result in assessments.
204

205 Public improvements that will benefit the Property that are not completed as of the closing date,
206 but will result in an assessment against the Property shall be paid by the Buyer.
207

208 **LEGAL JURISDICTION**

209 This Purchase Agreement shall be interpreted under and according to the laws of the State of
210 Indiana and shall be binding upon the Buyer and Seller, their respective heirs, successors, assigns
211 administrators, executors, and legal representatives. All rights, duties and obligations of the parties
212 shall survive the passing of title to, or an interest in, the Property.
213

214 **LEGAL FEES**

215 A party to this Purchase Agreement who prevails in any legal proceeding against any other party
216 brought in regard to this Purchase Agreement or associated transaction shall be allowed to recover
217 court costs and reasonable attorney's fees from the other party, to the extent permitted by law.
218

219 **SAVINGS CLAUSE**

220 If any provision contained in this Agreement is found to be illegal or unenforceable in any
221 respect, that determination shall not affect any other provision of this Purchase Agreement.
222

223 **OTHER STIPULATIONS**

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

233 **ADDITIONAL CONDITIONS (List and attach at the end of this Purchase Agreement):**
234 _____
235 _____
236

237 This Purchase Agreement may be executed concurrently in two or more counterparts, each of
238 which shall be considered as an original document, but all of which altogether shall be one and the same
239 document. The parties stipulate that this Purchase Agreement may be transmitted between them by U.S.
240 Postal Service, other service such as FedEx, courier, facsimile, or e-mail. The parties acknowledge that
241 digitally or electronically transmitted signatures shall be considered as original signatures and are binding
242 on the parties. The City shall keep possession of the original of the Purchase Agreement.
243

244 By signing below, the parties to this transaction acknowledge receipt of a copy of this Purchase
245 Agreement, and agree to the conditions, requirements, and stipulations as stated.
246
247
248
249

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

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

251

252 This Purchase Agreement is ACCEPTED REJECTED.

253

254 Joshua A. Parisa JOSHUA A. PARISA VP/CORP. SEC. Date: 2/16/2025

255

Signature

Printed Name & Title, if Applicable

256

257

Signature

Printed Name & Title, if Applicable

Date: _____

258

259

260

261 **BUYER APPROVAL AND SIGNATURES:**

262

263

BOARD OF PUBLIC WORKS

264

265

266

267

Date: 2.24.26

268

269

270

BY: [Signature]

Shan Gunawardena, Chair

271

272

273

274

275

BY: [Signature]

Kumar Menon, Member

276

277

278

279

280

BY: [Signature]

Chris Guerrero, Member

281

282

283

284

285

ATTEST: [Signature]

Michelle Fulk-Vondran, Clerk

286

287

288

EXHIBIT "A"

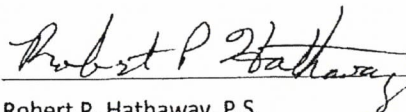
Project: S. Maumee Relief Sewer
Parcel: 01
Parcel ID: 02-13-15-101-002.000-041

Sheet 1 of 1

A part of the West Half of the Northwest Quarter of Section 15, Township 30 North, Range 13 East, Allen County, Indiana, and described as:

Commencing at the Northwest Corner of the Northwest Quarter of Section 15, being *Point 228* on the attached Exhibit B; thence South 1 degree 48 minutes 11 seconds East on the West Line of the quarter, a distance of 60.00 feet to the northwest corner of the parcel defined by Document 92-015983 (Parrish Leasing, Inc), being *Point 301* on Exhibit B and being the **Point of Beginning**; thence North 87 degrees 46 minutes 15 seconds East on a northern line of the parcel, a distance of 81.45 feet to a corner of the said parcel and being *Point 302* on Exhibit B; thence South 44 degrees 10 minutes 11 seconds East on a line of the parcel, a distance of 210.90 feet to *Point 303* on Exhibit B; thence South 87 degrees 46 minutes 15 seconds West on a line parallel with the north line of the Northwest Quarter, a distance of 223.57 feet to *Point 304* on Exhibit B and being a point on the West Line of the quarter; thence North 1 degree 48 minutes 11 seconds West on the West Line, a distance of 156.88 feet to the Point of Beginning, containing 0.549 acres, more or less.

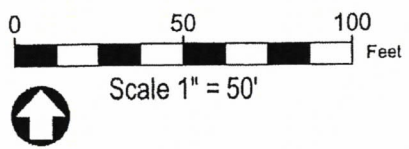
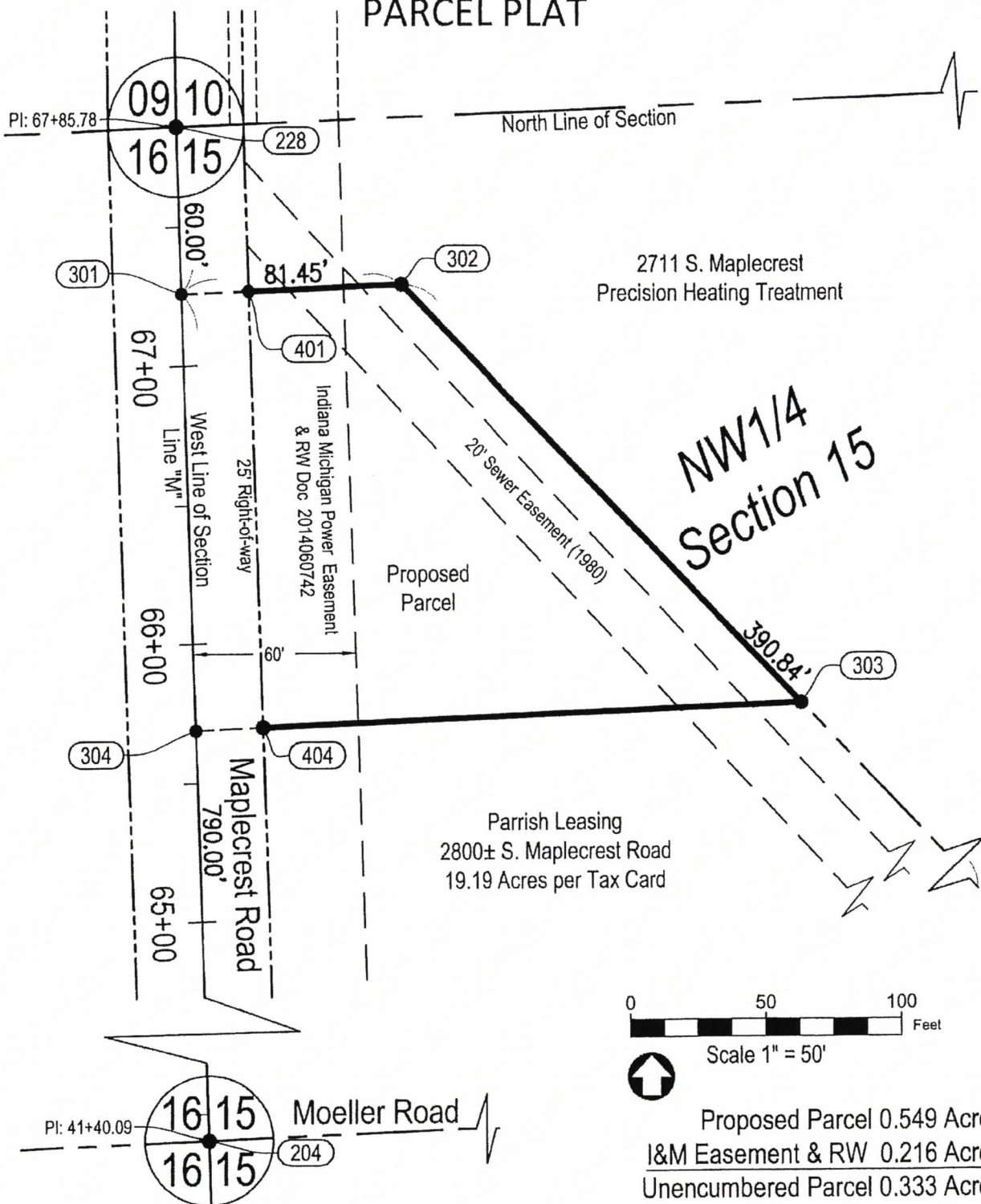
This description was prepared for the City of Fort Wayne and certified by Robert P. Hathaway, Indiana Registered Professional Surveyor, License No. LS2000-0003.

 11/14/2024


Robert P. Hathaway, P.S.
Indiana Registered Land Surveyor No. LS2000-0003

EXHIBIT "B"
PARCEL PLAT

SHEET 1 OF 2



Proposed Parcel 0.549 Acres
I&M Easement & RW 0.216 Acres
Unencumbered Parcel 0.333 Acres

<p>PARCEL: 01 COUNTY: Allen SECTION: 15 Adams Township TOWNSHIP: 30 North RANGE: 13 East</p>	<p>OWNER: Parrish Leasing, Inc. DEED DOC: 92-015983 PARCEL I.D.: 02-13-15-101-002.000-041</p>	 <p>DLZ INDIANA, LLC 825 S. BARR STREET, STE 100 FORT WAYNE, INDIANA 46802 260-420-3114</p>
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X:\Projects\2023\2366\535870 CFW Maplecrest Meyer Planning\07_Survey\5 Maumee LS Site\Bases\Maps\Maplecrest Rd PL.dwg, 11/14/2024 11:34:17 AM

EXHIBIT "B"
PARCEL PLAT

Line "M" from the DLZ Location Control Route Survey Plat for Maplecrest Road recorded in the Allen County Recorder's Office.

PI Station	Northing	Easting	Distance	Direction
10+00.00	2,112,452.2614'	495,913.8559'		
			500.00'	N1° 46' 23"W
15+00.00	2,112,952.0220'	495,898.3860'		
			2,640.09'	N1° 33' 45"W
41+40.09	2,115,591.1340'	495,826.3990'		Section Corner - Point 204
			2,645.69'	N1° 48' 11"W
67+85.78	2,118,235.5130'	495,743.1520'		Section Corner - Point 228
			2,214.22'	N0° 55' 52"W
90+00.00	2,120,449.4383'	495,707.1766'		

Relative to Line "M"

Point	Station	Offset	Description
204	41+40.09	0.00'	Harrison Marker (Flush)
228	67+85.78	0.00'	5/8" Rebar 0.2' Below Asphalt
301	67+25.78	0.00'	No Monument Set
302	67+26.39	81.45'	5/8" Rebar Set (DLZ Cap)
303	65+70.57	223.57'	5/8" Rebar Set (DLZ Cap)
304	65+68.90	0.00'	No Monument Set
401	67+25.97	25.00'	5/8" Rebar Set (DLZ Cap)
404	65+69.09	25.00'	5/8" Rebar Set (DLZ Cap)

Point 301 and 304 fall in the road's surface. It is to be reconstructed. Any points in pavement would be obliterated in near future. Therefore, they were not set.


SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey Plat" recorded in the Allen County Recorder's Office, comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).

And I further affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



Robert P. Hathaway 11-15-24
Robert P. Hathaway Date
Indiana Registered Land Surveyor No. 2000-0003

PARCEL: 01 COUNTY: Allen SECTION: 15 Adams Township TOWNSHIP: 30 North RANGE: 13 East	OWNER: Parrish Leasing, Inc. DEED DOC: 92-015983 PARCEL I.D.: 02-13-15-101-002.000-041	 DLZ INDIANA, LLC 825 S. BARR STREET, STE 100 FORT WAYNE, INDIANA 46802 260-420-3114
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Interoffice Memo

Date: March 3, 2026

To: Common Council Members

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

RE: Purchase of 0.549 Acres of Vacant Land at 2801 Adams Ctr Rd, Fort Wayne, IN 46803

Council Introduction Date: March 10, 2026—Council District #: n/a

Background & supporting information:

City Utilities has reached an agreement to purchase 0.549 acres of vacant land on the east side of Adams Center Road, around half a mile south of US30. The site will be used for a sanitary sewer lift station for the South Maumee Relief Sewer project.

Owner Parrish Leasing agreed to a purchase price of \$15,000 for this part of their property. The map attached to this memo shows the new parcel 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 lift station, likely at higher cost in a less favorable area for the planned sewer main.

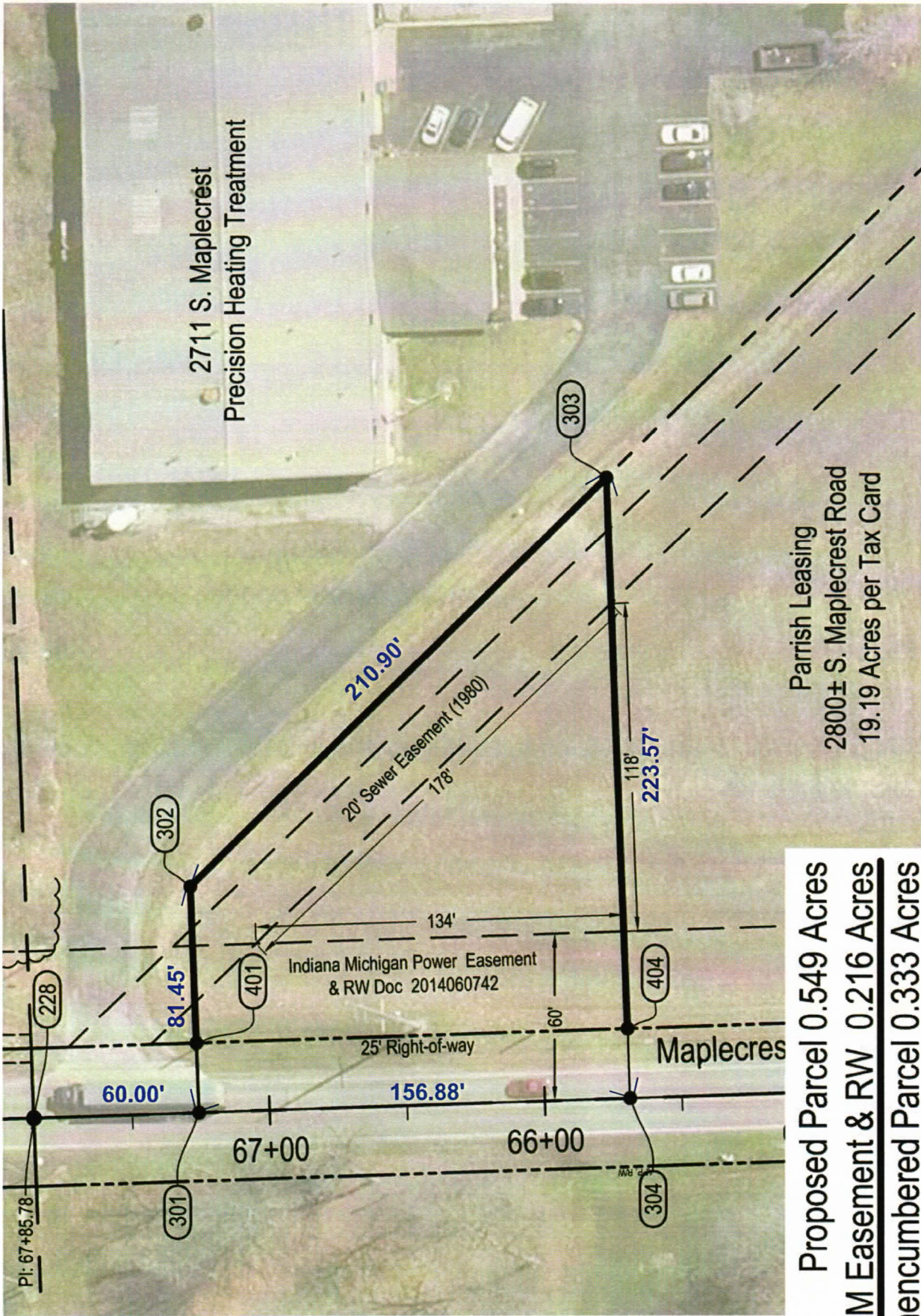
Justification if prior approval is being requested: Not applicable

Funding source: CUE Revenue

Attachments:

- Map
- Purchase Agreement

CC: Matthew Wirtz
Kristen Buell
Jill Helfrich



Proposed Parcel 0.549 Acres
I&M Easement & RW 0.216 Acres
 Unencumbered Parcel 0.333 Acres

SCALE 1"=50'

SKETCH OF PARCEL FOR LIFT STATION

FORT WAYNE
S. MAUMEE
 SEWER RELIEF



BILL NO. R-26-03-10

REPORT OF COMMITTEE ON CITY UTILITIES

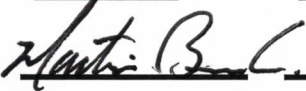






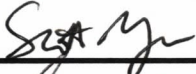
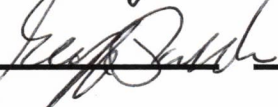
March 17, 2026

Russ Jehl Chair
Thomas Freistroffer Co-Chair
All Council Members

A Resolution approving a Purchase Agreement for the acquisition of real property located at 2801 Adams Ctr. Rd, 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 \$15,000.00

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>
BENDER			
BOOKER			
CHAMBERS			
ENSLEY			
FREISTROFFER			
HARTMAN			
JEHL			
MYERS			
PADDOCK			

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

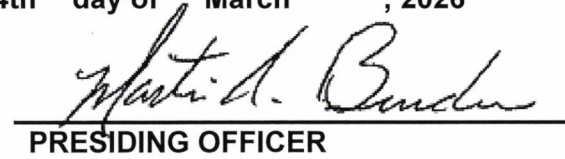
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Resolution No. R-26-03-10 on the 24th day of March, 2026

ATTEST:



 JOHN D. MCGAULEY
 CITY CLERK



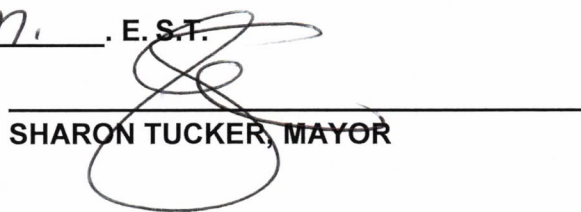
 PRESIDING OFFICER

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 10:15 o'clock A.M. E.S.T.



 SHARON TUCKER, MAYOR

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