BILL NO. S-26-10-09

SPECIAL ORDINANCE NO. S-120-26

AN ORDINANCE approving GENERATION FACILITY OPERATION AND MAINTENANCE AGREEMENT – ($1,628,348.11) - between SOLENTIAL ENERGY SOLUTIONS LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the GENERATION FACILITY OPERATION AND MAINTENANCE AGREEMENT between SOLENTIAL ENERGY SOLUTIONS LLC and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for: SERVING AS CITY'S PROVIDER OF CERTAIN OPERATION AND MAINTENANCE SERVICES FOR ENERGY GENERATION ASSETS INCLUDING SOLAR GENERATION, BATTERY ENERGY STORAGE SYSTEMS, AND NATURAL GAS FUELED ENGINE GENERATOR SYSTEMS;

involving a total cost of ONE MILLION SIX HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED FORTY-EIGHT AND 11/100 DOLLARS - ($1,628,348.11). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

CU 9.29.24

GENERATION FACILITY OPERATION AND MAINTENANCE AGREEMENT

This GENERATION FACILITY OPERATION AND MAINTENANCE AGREEMENT ("Agreement") is made, entered into, and effective as of the October 1, 2025, and is the Commercial Operation Date (also defined in Section 3.1), by and between Solential Energy Solutions LLC, an Indiana limited liability company ("Operator"), and Fort Wayne City Utilities, a municipally owned utility, acting by and through the Fort Wayne Board of Public Works ("FWCU" or "Owner") (each, a "Party", and together, the "Parties").

EXHIBITS AND ATTACHMENTS

The following Exhibits and Schedules are incorporated herein to create an integrated Agreement:

- Schedule 1 - Standard System Services with Roles and Responsibilities
- Schedule 2 - Additional System Services with System Operation and Control
- Schedule 3 - Service Fees and Term of Agreement
- Exhibit A - Warranty Statements
- Exhibit B - Access Agreement

RECITALS

A. WHEREAS, Owner is the owner of existing or under-development energy generation and storage facilities referred to in Schedule 1 and 2 attached hereto (each, a "Facility" and collectively, the "Facilities"); and

B. WHEREAS Owner desires to contract with Operator for the provision of certain operations and maintenance services for the Facilities, as described in this Agreement, and Operator desires to provide such services, subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1. SYSTEM SERVICES

Section 1.1 Engagement of Operator. On the terms and conditions set forth in this Agreement, Owner hereby engages Operator to perform the Standard System Services with Roles and Responsibilities as set forth in Schedule 1, attached hereto and the Additional System Services with System Operation and Control as set forth in Schedule 2 attached hereto, all in consideration of the Service Fees set forth in Article 2 of this Agreement. On the terms and conditions set forth in this Agreement, and in consideration of the Service Fees set forth in Article 2 of this Agreement, Operator hereby accepts such engagement by Owner and agrees to perform the Standard System Services and the Additional System Services.

Section 1.2 O&M Services.

(a) The operations and maintenance services provided by Operator to Owner shall include the Standard Services in Schedule 1 and the Additional System Services as set forth in Schedule 2 (collectively, the "O&M Services"). Operator shall provide the O&M Services in accordance with the usual and customary practices, methods and acts engaged in both adherent to Exhibit B and what is common and significant in the energy generation and energy storage industry during relevant time periods, utilizing reasonable judgment in light of the facts known at the relevant time, in compliance with the current standards of the industry with respect to the operation and maintenance of both energy and specific to solar power generating facilities of a

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similar type, size and capacity as the Facility ("Good Industry Practice"). Operator may utilize subcontractors or other vendors to provide any portion of the O&M Services, provided such subcontractors and vendors comply with the obligations of Operator under this Agreement which apply to such O&M Services. Owner agrees that Operator shall be the sole and exclusive supplier of O&M Services to the Facility.

(b) Microgrid Solutions Team. Operator shall also participate in the Microgrid Solutions Team ("MST") as described in Schedule 2. Operator shall only be responsible for those Roles and Responsibilities specifically assigned in Schedule 1 to it as the "Responsible Party". Under no circumstances shall Operator have any responsibility or obligations for the roles assigned to other members of the MST who are not signatories to this Agreement.

(c) Other Services Requested by Owner. If Owner desires that Operator provide any services related to the Facility not included in the Standard System Services or the Additional System Services, Owner shall submit to Operator a written request for such services. If Operator agrees to provide such other services related to the Facility, Schedule 2 hereto shall be modified to add such services to the Additional System Services and the Service Fees shall be equitably adjusted to account for such Additional System Services as mutually agreed upon by the Parties in writing.

(d) Other Services Proposed by Operator. If Operator desires to provide to Owner any services related to the Facility not included in the Standard System Services or the Additional System Services, Operator shall submit to Owner a written request to provide such services. If Owner agrees to allow Operator to provide such other services related to the Facility, Schedule 2 hereto shall be modified to add such services to the Additional System Services and the Service Fees shall be equitably adjusted to account for such Additional System Services as mutually agreed upon by the Parties in writing. Owner's agreement to allow Operator to provide such Additional System Services shall not to be unreasonably withheld, delayed or conditioned if Operator demonstrates to Owner that such services are reasonably necessary for the Facility to operated and maintained in accordance with Good Industry Practice or are reasonably necessary for the proper performance of the O&M Services.

(e) Emergencies. If Operator becomes aware of any circumstance or situation relating to the Facility that, in the reasonable opinion of Operator, poses an imminent threat to the safety or protection of persons or property (including but not limited to the Facility), it may take action in an effort to prevent or to mitigate any damage, injury or loss arising therefrom and shall promptly notify Owner of any such circumstance or situation (and the actions taken by Operator in response thereto, if any). Any such reasonable actions taken by Operator shall be considered Additional System Services approved by Owner in accordance with Section 1.2(c) above.

(f) Changes Related to Applicable Laws or Utility Requirements. If a change in any laws, ordinances, rules, regulations, permits, or orders of governmental authorities, or in any rules, regulations or requirements of any utility, requires a modification to the O&M Services, including additions thereto, Operator shall submit to Owner a written request to modify the O&M Services as reasonably required to respond to such a change and its impact on the O&M Services or the Facility. Schedule 2 hereto shall be modified to add such services to the Additional System Services and the Service Fees shall be equitably adjusted to account for such Additional System Services as mutually agreed upon by the Parties; such approval shall not be unreasonably withheld, delayed or conditioned by either Party.

(g) Force Majeure Events. If a Force Majeure Event (as defined in Section 3.6 below) requires a modification to the O&M Services, including additions thereto, Operator shall submit to Owner a written request to modify the O&M Services as reasonably required to respond to such a Force Majeure Event and its impact on the O&M Services or the Facility. Schedule 2 hereto shall be modified to add such services to the

Additional System Services and the Service Fees shall be equitably adjusted to account for such Additional System Services as mutually agreed upon by the Parties in writing; such approval shall not be unreasonably withheld, delayed or conditioned by either Party.

(h) Facility Warranties. For clarity, except for a one (1) year Workmanship Warranty, initiated by the date of the Final Completion Certificate herein Exhibit A (and as defined below), Operator makes no representations or warranties of any nature or type regarding the energy generation and energy storage systems and related equipment and infrastructure at the Facility that have been provided by third-parties, or regarding operation of the Facility under this Agreement (including without limitation the amount of electrical power to be generated by the Facility or the amount of "uptime/downtime" of the Facility). Operator will perform its O&M Services in a manner that preserves any warranties applicable to the Facility (including any warranties provided by Operator or its affiliates under any separate agreements with Owner related to the development of the Facility or provided by third party manufacturers of the energy generation and energy storage systems or related equipment and infrastructure at the Facility) (the "Workmanship Warranty") and will not take any action that violates the terms of the warranties or that could cause the warranties to be terminated by the applicable providers. OPERATOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE O&M SERVICES OR THE FACILITY, AND ANY OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY DISCLAIMED BY OPERATOR TO THE FULLEST EXTENT PERMITTED BY LAW. Notwithstanding the foregoing, in no event will Operator be responsible for any acts, omissions, damages or defects related to the Facility (including in the O&M Services) to the extent arising out of the negligent acts or omissions or misconduct of third parties, Owner or its separate contractors, consultants or vendors.

(i) Title. Title to all tangible parts and equipment supplied under or pursuant to this Agreement shall transfer to Owner upon payment by Owner to Operator of the Service Fees covering such deliverables utilized at the Facility. For clarity, Operator shall retain all rights, title and interest in its intellectual property utilized in the performance of this Agreement (including without limitation its means and methods of performing the O&M Services and, if utilized at the Facility, its SolView asset management platform and related user interfaces), including patents, copyrights and trademarks therein.

(j) Facility Quarterly and Annual Reports. Throughout the Term, Operator shall furnish to Owner, using a mutually agreed upon template, quarterly maintenance/inspection reports describing the maintenance activities performed on the Facilities during the first three (3) quarterly periods of each year (each, a "Quarterly Report") and a final report for the twelve-month period ending on each anniversary of the Effective Date (each, an "Annual Report"). Each Quarterly and Annual Report shall include, at a minimum, the following:

(i) A summary of Facility operations, including the O&M Services performed, maintenance reports, maintenance logs, recommended service actions, position IDs, etc. by location;

(ii) Inspection logs detailed in Schedule 1 of Standard System Services;

(iii) Copies of all facility inspection reports generated by Operator as a part of the performance of the O&M Services, with performance reporting being pulled by Owner;

(iv) Additional System Services proposed by Operator in accordance with Section 1.2(c) above for the following year of the Term; and

(v) Such other information as may be agreed upon by the Parties related to the Facility or the O&M Services.

Section 1.3 Documentation of O&M Services. In addition to the Quarterly and Annual Reports and upon request of the Owner, time-specific or event reports shall be generated and reported. To the extent consistent with Good Industry Practice, Operator will maintain usual and customary logs of the performance of the O&M Services during the Term. A copy of such logs shall be maintained in an electronic format and be stored as directed by the Owner (e.g., in the Owner's preferred location) and in accordance with the Operator's current logging system. All logs, reports, reviews and the balance of documents related to services rendered under this contract will be readily available according to the agreed upon data storage locations.

Section 1.4 Remote Monitoring of Facility. For purposes of determining when certain O&M Services may be necessary, Operator shall reasonably monitor and evaluate the information gathered through the available Owner's monitoring platform. This platform will assign and deliver notifications, alarms and values to Operator when on-site so the Operator can address and report appropriately to the Owner and MST group. Operator will be given a laptop computer for access through a predetermined number of LAN/WAN access points at each location, allowing the Operator to review performance and make observations and recommendations as needed. Operator will collaborate with Owner and MST group upon request for system performance reviews of the applicable facilities and support any approved actions deemed fit by the Owner. Operator will also have supporting data that will be predetermined by Owner and provided to the Operator in a mutually-agreed upon format, upon request. Owner will allow for some remote alarm notification capabilities to aid in the Operator's response to notifications. With limited remote access, the Operator is not responsible for systems when not on site or when not notified by the FWCU.

Section 1.5 Costs and Expenses of O&M Services. Except as specifically provided to the contrary in this Agreement, during the Term, Operator shall bear all costs and expenses for the performance of the O&M Services, including travel and personnel expenses. The responsibility of Owner with respect to such costs and expenses is limited to the payment of the Service Fees, except as otherwise specifically provided in this Agreement.

Section 1.6 Operator Insurance. Without limiting any of the obligations or liabilities of Owner or the Operator set forth herein, Operator shall at all times throughout the Term maintain in force, or cause to be carried and maintained in force by the applicable subcontractors or vendors, insurance meeting the following requirements:

(a) Usual and customary commercial general liability insurance with policy limits of not less than $1,000,000 for each occurrence and $2,000,000 in the aggregate for bodily injury and tangible property damage and including Owner as an additional insured (utilizing standard additional insured endorsement forms) for claims caused by Operator's negligent acts or omissions.

(b) Usual and customary automobile liability insurance covering any vehicles used in the performance of the O&M Services, if any, with policy limits of not less than $1,000,000 per accident for bodily injury and tangible property damage and including Owner as an additional insured (utilizing standard additional insured endorsement forms) for claims caused by Operator's negligent acts or omissions.

(c) Worker's compensation insurance as required by applicable law and usual and customary employer's liability insurance with policy limits not less than $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit.

(d) If the O&M Services include any professional engineering services, usual and customary professional liability insurance provided by the applicable subcontractor covering negligent acts, errors and omissions in the performance of such professional services including in the

O&M Services with policy limits of not less than $1,000,000 per claim and $2,000,000 in the aggregate and including Owner as an additional insured (utilizing standard additional insured endorsement forms) for claims caused by Operator's negligent acts or omissions.

Operator shall provide usual and customary certificate of insurance evidencing the coverages required under this Section 1.6 promptly following the Effective Date and thereafter as may be reasonably requested by Owner.

Section 1.7 Operator's Indemnity Obligation. To the fullest extent permitted by law, Operator shall indemnify and hold harmless Owner from any actual damages, losses or expenses (including reasonable attorneys' fees) resulting from a third party claim for bodily injury (including death) or damage to tangible property (excluding the Facility itself or other property insured by Owner in accordance with Section 1.8(f) below), but only to the extent resulting from the negligent acts or omissions of Operator (or its agents, employees, subcontractors and vendors) in the performance of the O&M Services.

Section 1.8 General Obligations of Owner.

(a) Right to Access. Operator, and its agents, employees, subcontractors and vendors, shall have the right to access the Facility at all times, adherent to Exhibit B, attached hereto, in order to provide scheduled or unscheduled O&M Services and to perform related monitoring and other tasks. Subject to the foregoing, Owner shall maintain possession, custody and control of the Facility (including without limitation the energy storage and solar generation systems and related equipment and infrastructure) and may institute reasonable and usual and customary rules regarding access to the Facility (such as health and safety requirements that do not unreasonably interfere with Operator's ability to perform the O&M Services in accordance with Good Industry Practice). In the event that Operator determines that additional easements, rights of way or the like are necessary for the performance of the O&M Services, Owner will use commercially reasonable efforts to secure the same. For clarity, nothing in this Agreement, nor the performance of the O&M Services, shall cause risk of loss or damage to the Facility (including without limitation the energy storage and solar generation systems and related equipment and infrastructure) to be transferred from Owner to Operator. Owner shall maintain physical security to protect the Facility, including complying with any critical infrastructure protection requirements, and will ensure that the Facility solar generation systems have proper unobstructed access to sunlight.

(b) Permits and Utility Connections. Owner shall comply with, and shall cause the Facility to comply with, all laws, ordinances, rules, regulations, permits, and orders of governmental authorities applicable to the Facility (including securing and maintaining all permits and approvals necessary for the operation of the Facility). Owner also shall comply with, and shall cause the Facility to comply with, all rules, regulations and requirements of any utility providing services to, or receiving energy from, the Facility (including securing and maintaining all interconnection agreements necessary for the operation of the Facility).

(c) Data Communication. Owner will be responsible for SCADA & OT Network management, for cybersecurity governance & access control, and for data governance. Operator will be provided operational data and event notifications.

(d) Storage Areas. Owner shall supply and maintain or mutually agree to allow Operator to supply and maintain a secure Facility area for Operator's use in connection with the performance of the O&M Services, including the storage of parts, tools, supplies, equipment, documentation and electronic hardware and software.

(e) Duty to Cooperate. Pursuant to Schedule 1 and 2, Owner shall cooperate with Operator in taking all actions reasonably requested by Operator with respect to the O&M Services, including scheduling

downtime of the Facility for required maintenance and utilizing commercially reasonable efforts to ensure that parties with whom Owner has agreements or relationships related to the Facility are available and able to perform as contemplated in this Agreement. Owner will not make any material modifications to the Facility without prior written notice to Operator and an appropriate adjustment to the O&M Services in accordance with Section 1.2(b) above. Owner will provide all data, information and documentation related to the Facility as may be reasonably requested by Operator with respect to the O&M Services (including without limitation design documents and operation and maintenance manuals related to all energy generation and energy storage systems and related equipment and infrastructure at the Facility). Owner shall provide prompt written notice to Operator of any material issues or concerns related to the O&M Services or the operation of the Facility.

(f) The Parties acknowledge that from time to time for unforeseen or unexpected reasons, there are utility outages where the Facility will be partially or fully inoperable (such instances, the "Downtime"). During any such Downtime, the Parties will work together to facilitate the performance by Operator of maintenance at the Facilities based on the projected duration of the outage or cessation of production occurs. In addition, maintenance that would otherwise occur may also be performed during a Downtime, along with any other maintenance that may be planned during such time.

(g) Owner Insurance and Waiver of Subrogation. Without limiting any of the obligations or liabilities of Owner or the Operator set forth herein, Owner shall at all times throughout the Term carry and maintain in force, at its own expense, all-risk property insurance on the Facility sufficient to cover the total value thereof on a replacement cost basis plus damages arising from loss of use of the Facility (or the inability to conduct normal operations with respect thereto). Owner will be responsible for all deductibles and self-insured retention amounts related to policies. Owner and Operator will each be responsible for the damages caused by their own negligence (and the negligence of their separate contractors, agents, employees and consultants) and each waives all rights against the other and their respective subcontractors, agents, employees and consultants for damages caused by a covered loss including loss of use of the Facility. Owner's policies of insurance shall name Operator as additional insured on such insurance policies with a waiver of subrogation against Operator. Owner shall provide Operator with a certificate of such insurance.

(h) Owner's Indemnity Obligation. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Operator (and its agents, employees, subcontractors and vendors) from any actual damages, losses or expenses (including reasonable attorneys' fees) resulting from a third party claim for bodily injury (including death) or damage to tangible property (including the Facility itself), but only to the extent resulting from the negligent acts or omissions of Owner (or its separate contractors, consultants or vendors) related to the Facility or the O&M Services. Without limiting the foregoing, Owner's obligations under this Section 1.8(g) includes damages arising from defects in the Facility or the improper use of the energy storage and solar generation systems and related equipment and infrastructure at the Facility by anyone other than Operator (or its agents, employees, subcontractors and vendors).

Section 1.9 Party Representatives.

(a) Owner's Representative. Owner designates the person identified below Owner's signature acknowledging its acceptance of this Agreement as Owner's Representative for all matters relating to Owner's performance under this Agreement. The actions taken by Owner's Representative regarding such performance shall be deemed the acts of Owner and shall be fully binding upon Owner. Owner may, upon written notice to Operator, change the designated Owner's Representative.

(b) Operator's Representative. Operator designates the person identified below Operator's signature acknowledging its acceptance of this Agreement as Operator Representative for all matters relating to Operator's performance under this Agreement. The actions taken by Operator's Representative shall be deemed the acts of Operator and shall be fully binding upon Operator. Operator may, upon written notice to Owner, change the designated Operator's Representative to such other person as is reasonable acceptable to Owner.

(c) Training. Operator's Representative shall participate in quarterly production planning meetings. Owner and Operator can mutually agree to a different timeline, if necessary, with the Owner's Representative. The Operator's Representative shall provide or arrange for an adequate level of specialty training, on the Owner's request, with respect to the Facilities for the Owner's personnel. The Owner's Representative shall provide direction and oversight to the Owner's personnel and any other third parties engaged by the Owner at the Facility in a manner consistent with Good Utility Practice. Further information concerning training roles will and/or may be determined in future meetings as needs arise but will be documented as an amendment to this agreement and specifically to Schedule 1.

ARTICLE 2. **SERVICE FEES**

Section 2.1 In General. As compensation for provision of the O&M Services by Operator (including the Standard System Services and the Additional System Services), Owner shall pay Operator the amounts set forth in Schedule 3 attached hereto for each year during the Term, which shall be paid quarterly within thirty (30) days following the end of each quarter, subject to Owner's timely receipt of each monthly invoice as required in the next sentence (all such fees, collectively, the "Service Fees"). No later than the tenth Business Day of each calendar month, Operator shall prepare and submit an invoice to Owner for such Service Fees an invoice for the O&M Services provided for the preceding calendar month, determined in accordance with Schedule 3 and any other amounts due under this Agreement with respect to such month, which invoice will be accompanied by supporting documentation to substantiate the amount of the invoice. In the event an invoice is not timely received, the due date for payment at the end of the quarter shall be extended by one day for each day of late delivery. If Owner disputes any charges stated on any invoice, Owner shall notify Operator within ten (10) business days following receipt of the invoice. Owner shall timely process the portion of any invoice which is not in dispute. As to the portion that is in dispute, Owner's Representative and Operator's Representative shall first discuss the disputed amount informally to see if a resolution can be reached. If Owner's Representative and Operator's Representative are unable to reach agreement on the item(s) in dispute within thirty (30) days, then either Party may initiate the dispute resolution procedures set forth in Section 4.10. For the avoidance of doubt, the first step shall be escalating the dispute to each Party's senior management personnel as provided in Section 4.10(a).

Section 2.2 Late Payments. Interest on any payments due from Owner to Operator not received within thirty (30) days after the date such payment becomes due under the terms of this Agreement shall bear interest at the rate of 1.0% per month (or such lesser amount required by applicable law) until received by Operator. With prior written notice to Owner, Operator shall be entitled to suspend its performance of the O&M Services at Owner's risk in the event of any Service Fees which are not timely disputed in accordance with Section 2.1 and which are otherwise due from Owner are not received by Operator on the date required by this Agreement. Operator shall be entitled to recover from Owner all costs of collection (including reasonable attorneys' fees) incurred in recovering past due payment from Owner.

ARTICLE 3. **TERM AND LIMITATIONS OF LIABILITY**

Section 3.1 Term.

(a) Subject to extensions or earlier termination as provided by this Agreement, the term of this Agreement ("Term") during which Operator will provide O&M Services for the Facility is five (5) years from the Effective Date and defined as the Commercial Operation Date. "Commercial Operation Date" means the date on which Operator notifies Owner in writing that the completion of the construction and successful testing of the energy generation and energy storage system project has occurred.

(b) The Parties may agree at any time to extend the Term for one or more additional years by stating the amended Term and the corresponding adjustments to the Service Fees and other provisions of Schedule 3 in a written amendment to this Agreement executed by both Owner and Operator.

(c) If a Party has failed to comply with any of its material obligations under this Agreement (including without limitation Owner's obligation to make full and timely payment of the Service Fees), the other Party shall provide written notice describing the nature of the default to the Party that has failed to comply, and that Party shall have 30 days from the date of the notice to cure the default. If the default has not been cured within said 30-day period, the non-defaulting Party may elect to terminate this Agreement prior to the expiration of the Term upon written notice to the Party in default. In the event of such a termination for Operator's default, Operator will use commercially reasonable efforts to provide to Owner such documentation and information as may be necessary for Owner to secure the O&M Services from a third party. Nothing in this Subsection 3.1(c) shall prevent the non-defaulting Party from being able to pursue any and all appropriate remedies arising as a result of the other Party's default.

(d) Operator's right to receive a pro-rated amount of the Service Fees that have accrued up to the date of termination shall not be reduced or eliminated to due to any termination of this Agreement prior to the expiration of the Term.

Section 3.2 Limitations of Liability.

(a) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR TYPE ARISING OUT OF OR RELATED TO PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS (EXCEPT WITH RESPECT TO OPERATOR'S RIGHT TO RECEIVE THE SERVICE FEES), TAX CREDITS, POWER PRODUCTION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF THE FACILITY, OR BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES SHALL THE AGGREGATE LIABILITY OF OPERATOR UNDER THIS AGREEMENT (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF OPERATOR OF ITS OBLIGATIONS UNDER THIS AGREEMENT EXCEED TWO MILLION AND 00/100 DOLLARS ($2,000,000). FOR THE AVOIDANCE OF DOUBT, THIS LIABILITY CAP SHALL NOT APPLY TO CLAIMS FOR INDEMNIFICATION UNDER SECTION 1.7.

Force Majeure Events. Neither Party shall be considered to be in default of its obligations under this Agreement (except the obligations for the payment of money) when and to the extent that performance of such obligations is prevented by any act, event or circumstance that is beyond the reasonable control of, and is not due to the breach of this Agreement by the affected Party or the fault or negligence of, the affected Party (whether by act or omission), including without limitation failure or interruption of a utility's (that is not a Party to this Agreement) production, delivery or acceptance of electrical power; destruction of the Facility or partial destruction which materially impairs operation (but only if such destruction is caused by an act, event or circumstance that is otherwise a Force Majeure event); failure by outside utilities to deliver gas or electricity; the effect on a Party of a failure of its third party vendor(s) to supply necessary material or services to the Party in order to perform its obligations hereunder (but only to the extent the failure of such third party vendor is otherwise the result of a Force Majeure event); unusual adverse weather conditions, earthquakes, tornados, hurricanes, floods, extreme wind, hail, lightening, or other acts of God; war (declared or undeclared); vandalism, theft, or other criminal acts of third parties; terrorism; economic sanction or embargo; labor disruptions, strikes, work stoppages, or lockouts; fires or explosions; acts of governmental authorities (including public health and safety orders); pandemics, epidemics or other officially declared states of emergency; unavailability or restricted availability on commercially reasonably terms of parts, tools, supplies, equipment, documentation or other items necessary for performance of the O&M Services (a "Force Majeure Event"). If either Party shall rely on the occurrence of a Force Majeure Event as a basis for being excused from

the performance of its obligations under this Agreement, in whole or in part, then such Party shall provide prompt written notice to the other Party of the occurrence of the Force Majeure Event giving an estimation of its expected duration and the probable impact on the performance of its obligations hereunder. The Parties shall use commercially reasonable efforts to mitigate or limit the adverse impacts of any Force Majeure Event.

ARTICLE 4. **MISCELLANEOUS**

Section 4.1 Hazardous Materials. Operator shall not be responsible for any hazardous materials or substances that may be located at or near the Facility (including without limitation asbestos, lead-based paint, polychlorinated biphenyl, or other chemical, pollutant, waste or toxic substance the storage, use, handling, disposal, or release of which, or exposure to, is restricted or regulated by any governmental authorities ("Hazardous Materials"). To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Operator (and its agents, employees, subcontractors and vendors) from any third-party claims, damages, costs or expenses (including reasonable attorneys' fees) arising out of or related to any Hazardous Materials at or near the Facility, including without limitation those related to the remediation thereof.

Section 4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its choice of law or conflict of laws provisions.

Section 4.3 Amendments. No amendment to this Agreement shall be binding on the Parties unless set out in writing and signed by authorized representatives of each of the Parties.

Section 4.4 No Waiver. No provision of this Agreement shall be considered waived by either Party except when such waiver is made in writing and executed by the Party so waiving and except as otherwise specifically provided by this Agreement. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

Section 4.5 Successors and Assigns. Neither Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, delayed or conditioned. However, either Party shall be entitled to assign its right, obligation, title and interest in and to this Agreement to any of its affiliates or in connection with a merger or acquisition of the Party so long as such Party's assignee shall agree to be bound by the terms and conditions hereof. For purposes of this paragraph, an "affiliate" is any entity that owns a Party, is owned by a Party, or is under common ownership with a Party (e.g., greater than 50% of the ownership interests of each entity are held by the same persons). In addition, Operator shall be entitled to retain subcontractors and other vendors to provide any portion of the O&M Services as provided in Section 1.2 without the consent of Owner, provided that the use of subcontractors by Operator shall not relieve Operator of any of Operator's obligations hereunder.

Section 4.6 Representations and Warranties.

(a) Representations and Warranties of Owner. Owner possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein. Owner's execution, delivery and performance of this Agreement have been duly authorized and this Agreement has been duly executed and delivered and constitutes Owner's legal, valid and binding obligation, enforceable against Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency and other legal principles pertaining to creditor's rights. Except as otherwise contemplated herein, no material

consent or approvals are required in connection with the execution, delivery and performance by Owner of this Agreement (except such consents and approvals obtained by Owner prior to the Effective Date).

(b) Representations and Warranties of Operator. Operator possesses all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein. Operator's execution, delivery and performance of this Agreement have been duly authorized and this Agreement has been duly executed and delivered and constitutes Operator's legal, valid and binding obligation, enforceable against Operator in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency and other legal principles pertaining to creditor's rights. Except as otherwise contemplated herein, no material consent or approvals are required in connection with the execution, delivery and performance by Operator of this Agreement (except such consents and approvals obtained by Operator prior to the Effective Date).

Section 4.7 Additional Documents and Acts. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement. Provisions of this Agreement that should reasonably be considered to survive the Term or termination of this Agreement, including provisions related to indemnification, will survive the Term or termination of this Agreement.

Section 4.8 Independent Contractors. The Parties acknowledge that, except as expressly set out in this Agreement to the contrary, each Party is entering into this Agreement as an independent contractor and nothing in this Agreement shall be interpreted or applied so as to make the relationship of any of the Parties that of partners, joint ventures or anything other than independent contractors. The Parties acknowledge and agree that there are no third-party beneficiaries to this Agreement.

Section 4.9 Notices. Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and (a) on the date of delivery, if personally delivered; (b) the following business day after deposit with a reputable next-day courier service; (c) three business days after delivery, if sent by registered or certified U.S. mail; or (d) on the day of delivery, if sent by facsimile or electronic mail with confirmation. Notices shall be addressed as set forth below the Parties' signatures acknowledging their respective acceptable of this Agreement.

Section 4.10 Dispute Resolution.

(a) Good Faith Negotiations. In the event that any question, dispute, difference or claim arises out of or is in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Operator and Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of 30 days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Section 4.10(b) shall apply.

(b) Venue. Any Dispute that is not settled to the mutual satisfaction of the Parties may be pursued in the state and federal courts sitting in Allen County, Indiana, and each party irrevocably consents to the personal jurisdiction of said courts. .

Section 4.11 Interpretation and Joint Drafting. The Parties expressly agree that this Agreement was jointly drafted and that each had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against any of the Parties. In the event any claim

is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or counsel for any particular Party.

Section 4.12 Confidentiality. If either Party provides confidential or proprietary information related to this Agreement, the Facility or the O&M Services ("Confidential Information") to the other Party or, if in the course of performing under this Agreement or negotiating this Agreement, a Party learns Confidential Information of the other Party, the receiving or learning Party shall, to the fullest extent permitted by law, protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (except as permitted in writing by the disclosing or owning Party) refrain from using such Confidential Information, except in the negotiation, performance, and enforcement of this Agreement. Notwithstanding the foregoing, this Section 4.12 shall not apply to any such document or information received by any Party that (i) was already known by such receiving Party prior to the furnishing of such document or information in connection with this Agreement or the transactions contemplated hereby, (ii) was or becomes in the public domain (either prior to or after the furnishing of such document or information in connection with this Agreement or the transactions contemplated hereby) through no fault of such receiving Party, (iii) was acquired by such receiving Party from another source if such receiving Party was not aware at the time of such acquisition that such source was under an obligation of confidentiality with respect to such document or information, or (iv) is required to be disclosed pursuant to the Indiana Access to Public Records Act codified at Ind. Code § 5-14-3 et seq. The obligations of the Parties shall survive the expiration or earlier termination of this Agreement for a period of two years after such expiration or earlier termination.

Section 4.13 Complete Agreement. This Agreement, including all attached Exhibits, which may be modified from time to time as determined by mutual written agreement of the Parties, and which are incorporated herein by this reference, constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written.

Section 4.14 Severability. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.

Section 4.15 Multiple Counterparts; Execution. This Agreement and any amendments of this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The person executing this Agreement warrants that he or she is duly authorized to do so on behalf of the applicable Party.

Section 4.16 Approval by Fiscal Body. This Agreement is subject to the approval of the Fort Wayne Common Council. In the event that Owner is unable to obtain said approval after making a diligent effort, this Agreement shall automatically terminate and shall have no force or effect.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the duly authorized representatives of Owner and Contractor to have a signature date of Sept 29, 2026

Owner:	Operator:
Fort Wayne City Utilities, a municipally owned utility By: _____ Its: Deputy Director, Engineering **Approved for City of Fort Wayne** **Board of Public Works** 9.29.2026 By: _____ Its: Chair Shan Gunawardena By: _____ Its: Member Kumar Menon By: ABSENT Its: Member Chris Guerrero ATTEST: _____ Michelle Fulk-Vondran, Clerk 9.29.2026 Address: [200 E Berry Ste 210 Ft Wayne In 46802]	Solential Energy Solutions LLC, an Indiana limited liability company By: _____ Its: President Address: Attention: Jim Shaw 13277 Illinois Street, Suite 110 Carmel, Indiana 46032
Owner's Representative: [Zachary Schortgen] Phone: [(260) 427-1385] Email: [Zachary.Schortgen@cityoffortwayne.org]	Operator's Representative: James R. Shaw Phone: 317-650-5511 Email: jshaw@solential.com

SCHEDULE 3
SERVICE FEES AND TERM OF AGREEMENT

1. Subject to adjustments made in accordance with the terms and conditions set forth in this Agreement, Owner shall pay to Operator the following Service Fees for the **Standard System Services:**

Term Year 1	$81,193/year @ $6,766.00/monthly
Term Year 2	$83,629/year @ $6,969.05/monthly
Term Year 3	$86,137/year @ $7,178.12/monthly
Term Year 4	$88,722/year @ $7,393.47/monthly
Term Year 5	$91,383/year @ $7,615.27/monthly
5-YR Total	**$431,064**

Unless others are agreed by the Parties, the Service Fees for the Standard System Services that may be provided by Operator after the end of the Term will be equal to such Service Fees in effect for the previous year of the Term plus 3.0%.

2. Subject to adjustments made in accordance with the terms and conditions set forth in this Agreement, Owner shall pay to Operator the following Service Fees for the **Additional System Services:**

Full Time Equivalent – Operations Superintendent

Term Year 1	$81,193/year @ $6,766.00/monthly
Term Year 2	$83,629/year @ $6,969.05/monthly
Term Year 3	$86,137/year @ $7,178.12/monthly
Term Year 4	$88,722/year @ $7,393.47/monthly
Term Year 5	$91,383/year @ $7,615.27/monthly
5-YR Total	**$431,064**

Unless other agreed by the Parties, the Service Fees for the Additional System Services that may be provided by Operator after the end of the Term will be equal to such Service Fees in effect for the previous year of the Term plus 3.0%.

3. Subject to adjustments made in accordance with the terms and conditions set forth in this Agreement, Owner shall pay to Operator the following Service Fees for the Additional System Services:

Caterpillar Hourly Scheduled Maintenance will be based on hours of runtime, measured by $/HR and based on a specific number of operational hours for each engine listed in this agreement and billed accordingly.

Each of the discrete maintenance line items is subject to annual cost escalation.
Annually on January 1 there is a labor cost adjustment

Semi-annually on January 1 and July 1 is a parts cost adjustment

Hourly O&M costs escalate at a flat annual 5% escalation for each year of the agreement

WPCP

WPCP Service Level 4,000 HRS

Description	*Interval*	*Price*	*Total*
WPCP Year 1 4000 Hour Rate	Hourly	$ 4.22	$ 16,880
WPCP Year 2 4000 Hour Rate	Hourly	$ 4.43	$ 17,720
WPCP Year 3 4000 Hour Rate	Hourly	$ 4.65	$ 18,600
WPCP Year 4 4000 Hour Rate	Hourly	$ 4.89	$ 19,560
WPCP Year 5 4000 Hour Rate	Hourly	$ 5.13	$ 20,520
Totals			**$ 93,280**

TRFP

TRFP Service Level 2,000 HRS

Description	*Interval*	*Price*	*Total*
TRFP Year 1 2000 Hour Rate	Hourly	$ 6.52	$ 13,040
TRFP Year 2 2000 Hour Rate	Hourly	$ 6.85	$ 13,700
TRFP Year 3 2000 Hour Rate	Hourly	$ 7.19	$ 14,380
TRFP Year 4 2000 Hour Rate	Hourly	$ 7.55	$ 15,100
TRFP Year 5 2000 Hour Rate	Hourly	$ 7.93	$ 15,860
Totals			**$ 72,080**

4. Subject to adjustments made in accordance with the terms and conditions set forth in this Agreement, Owner shall pay to Operator the following Service Fees for the **Additional System Services:**

Planned Maintenance: Operator will coordinate, schedule and invoice all the required planned maintenance according to the interval hour requirements for each of the G3512 units located at WPCP and TRFP. This required maintenance is outside the standard preventative maintenance hourly program but approved by Owner but with prior notification of service. The Operator will invoice the Owner according to the interval and pricing listed in the Planned Maintenance table below.

All pricing is based on 2026 prices and subject to change annually.

WPCP Planned Maintenance with Prior Notification

Description	*Interval*	**5-YR Total*
Perform PM 3	Per Event	$23,556.29
Perform PM 4	Per Event	$58,425.50
Perform PM 5	Per Event	$62,081.58
Align Engine/generator/ gearbox	Annually	$22,799.38
Check engine & generator vibration	Annually	$4,967.29
Replace Engine air filter	Annually	$5,399.66
Replace engine temperature regulators	8,000 hrs	$15,992.76
Inspect engine coolant diverter valve	12,000 to 16,000 hrs	$2,999.04
Replace batteries	Three Years	$12,647.41
Replace ignition transformer extensions	8,000 hrs	$11,293.21
Replace nitrogen oxide sensor	10,000 hrs	$4,910.14
Replace DUNGS fuel filter	Annually	$5,747.01
Generator winding insulation test	8,000	$6,684.42
Replace Hilliard CCV filter	Annually	$3,349.99

Test / tune engine emissions with TESTO Analyzer	*Annually*	*$9,603.55*
Coolant exchange using ELC Advanced Coolant	20,000 hrs	
Top End overhaul	18,000 to 22,000 hrs	
Gearbox recondition	18,000 to 22,000hrs	
ELC Advanced Coolant extender – 165 Gallon Capacity	6,000 hrs	$4,567.95
Totals		**$255,025.18**

**** Tables reflect estimations and weighted averages only***

TRFP Planned Maintenance with Prior Notification		
Description	***Interval***	****5-YR Total***
Perform PM 3	Per Event	$14,780.36
Perform PM 4	Per Event	$36,658.99
Perform PM 5	Per Event	$38,953.00
Align Engine/generator/ gearbox	Annually	$14,305.44
Check engine & generator vibration	Annually	$3,116.72
Replace Engine air filter	Annually	$3,388.01
Replace engine temperature regulators	8,000 hrs	$10,034.64
Inspect engine coolant diverter valve	12,000 to 16,000 hrs	$1,881.74
Replace batteries	Three Years	$7,935.60

Replace ignition transformer extensions	8,000 hrs	$7,085.91
Replace nitrogen oxide sensor	10,000 hrs	$3,080.86
Replace DUNGS fuel filter	Annually	$3,605.95
Generator winding insulation test	8,000	$4,194.13
Replace Hilliard CCV filter	Annually	$2,101.95
Test / tune engine emissions with TESTO Analyzer	Annually	$6,025.73
Coolant exchange using ELC Advanced Coolant	20,000 hrs	
Top End overhaul	18,000 to 22,000 hrs	
Gearbox recondition	18,000 to 22,000hrs	
ELC Advanced Coolant extender – 165 Gallon Capacity	6,000 hrs	$2,866.16
Totals		**$160,015.18**

5. Subject to adjustments made in accordance with the terms and conditions set forth in this Agreement, Owner shall pay to Operator the following Service Fees for the **Additional System Services:**

Owner shall maintain an Owner-Controlled Contingency (OCC) for unanticipated work, repairs, investigations, studies, modifications, equipment replacements, corrective maintenance, emergency response activities, or other Facility-related services that are not otherwise included within the Standard System Services, Additional System Services, warranties, or other obligations of Operator under this Agreement.

All OCC funds shall remain the property of Owner. Budget for both G3512 generators

Owner Controlled Contingency Budget	***Interval***	*Year 1*	Year 2	Year 3	Year 4	*Year 5*	Total
Description							
2026 Budget	Annually	$35,000	$36,050	$37,131.50	$38,245.45	$39,392.81	**$185,819.75**

Yearly amounts shown are for estimating purposes only. Owner will budget the total contingency amount in year 1 and utilize the contingency or portions thereof throughout the contract term as needed.

6. Subject to adjustments made in accordance with the terms and conditions set forth in this Agreement, Owner shall pay to Operator the following Service Fees for the **Additional System Services:**

Extended Platinum Warranty - Operator will coordinate and schedule with all invoices running through the city directly for the required Extended Platinum Warranty for each of the G3512 units located at WPCP and TRFP.

Caterpillar Extended Warranty -WPCP	***Interval***
Platinum 5 years, 24,000 hrs, $3,000 Deductible	5 YR – 24,000 hrs

Caterpillar Extended Warranty -TRFP	***Interval***
Platinum 5 years, 11,000 hrs, $3,000 Deductible	5YR – 11,000 hrs

FULL 5-YR CONTRACT VAULE - $1,628,348.11

Unless other agreed by the Parties, the Service Fees for the Additional System Services that are provided by Operator have been determined based on rates, structures and costs from Caterpillar directly. Solential will work with Caterpillar on an annual basis to discuss prior to each year expiring the new pricing structure and inflation rates and communicate to Owner for approval.

The Term of this shall commence on the Effective Date of **October 1, 2025** and shall terminate five years thereafter, subject to extensions or earlier termination as provided by this Agreement.

SCHEDULE 1 – STANDARD SYSTEM SERVICES – REDACTED

SCHEDULE 2 – ADDITIONAL SYSTEM SERVICES – REDACTED

EXHIBIT A – EQUIPMENT WARRANTIES – REDACTED

EXHIBIT B – ACCESS AGREEMENT - REDACTED

City Utilities
Engineering

Interoffice Memo

Date: **October 7, 2026**

To: Common Council Members

From: Eric Ruppert, City Utilities Engineering

10/8/2026

RE: Generation Facility Operation and Maintenance Agreement

Council District # N/A

Operator shall provide the City operational and maintenance services in all phases of the Project to which the scope of services applies. This five-year agreement will include serving as City's provider of certain operation and maintenance services for energy generation assets as described in the Generation Facility Operation and Maintenance Agreement. These assets include solar generation, battery energy storage systems, and natural gas fueled engine generator systems.

Implications of not being approved: Energy generation assets must be monitored and maintained to ensure optimum performance and resiliency benefits. Certain maintenance is required to retain performance warranty guarantees from vendor systems in operation. If not approved, maintenance required for system operation will not be performed and generation asset performance and longevity will be compromised.

If Prior Approval is being Requested, Justify: N/A

Selection and Approval Process:
The Operations and Maintenance provider was selected during the initial procurement phase. The developer, contractor, and operations and maintenance services were selected as an integrated solution under the initial contract scope and cost. Operations and Maintenance cost and scope were established as an integral component to the overall project delivery and provider selection. This formalized agreement is in alignment with the draft 5 year O&M agreement submitted in the original contract with minor adjustments for actual and final constructed facility and estimated operational hours. Using this process, Utilities Engineering selected Solential Energy Solutions LLC for this service and finds their scope and not to exceed fee of $1,628,348.11 to be the best value for this project. The Board of Public Works approved the contract on September 29, 2026

The cost of said project funded by Sewer and Water Revenue

Council Introduction Date: October 13, 2026

CC: BOW
Matthew Wirtz
Jill Helfrich
Zach Schortgen
Chrono
File

BILL NO. S-26-10-09

REPORT OF COMMITTEE ON CITY UTILITIES

October 27, 2026

Thomas Freistroffer Chair
Russ Jehl Co-Chair
All Council Members

An Ordinance approving Generation Facility Operation and Maintenance Agreement between Solential Energy Solutions, LLC and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving a total cost of $1,628,348.11

COMMITTEE ON CITY UTILITIES HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

COUNCIL MEMBER	DO PASS	DO NOT PASS	ABSTAIN
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 Freistroffer.
Read the second time by title and referred to the City Utilities Committee.
Read the third time in full and on motion by Councilperson Freistroffer, placed on passage by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT
BENDER	☒	☐	☐	☐
BOOKER	☒	☐	☐	☐
CHAMBERS	☒	☐	☐	☐
ENSLEY	☒	☐	☐	☐
FREISTROFFER	☒	☐	☐	☐
HARTMAN	☒	☐	☐	☐
JEHL	☒	☐	☐	☐
MYERS	☒	☐	☐	☐
PADDOCK	☒	☐	☐	☐

DATED: October 27, 2026

JOHN D. MCGAULEY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-26-10-09 on the 27th day of October , 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 October 2026, at the hour of 9:10 o'clock A.M. E.S.T.

JOHN D. MCGAULEY, CITY CLERK

Approved and signed by me this 28th day of October 2026, at the hour of 9:58 o'clock A.M. E.S.T.

SHARON TUCKER, MAYOR

Fort Wayne Indiana
Office of the City Clerk
OCT 28 2026
RECEIVED