BILL NO. R-26-09-31

RESOLUTION NO. __________

A RESOLUTION APPROVING THE PURCHASE OF THREE (3) PARCELS OF CERTAIN REAL ESTATE LOCATED IN THE 2900 BLOCK OF BROADRIPPLE DRIVE, FORT WAYNE, INDIANA, FOR THE CITY OF FORT WAYNE, FROM JACK GALLMEYER BY AND THROUGH THE DIVISION OF PUBLIC WORKS - RESOLUTION # 113-8-25-26-2.

WHEREAS, the City of Fort Wayne, through its Division of Public Works – Resolution # 113-8-25-26-2, desires to acquire three (3) parcels located in the 2900 block of Broadripple Ave, Fort Wayne, Indiana, specifically described in the Purchase Agreement, Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the purchase price for the properties is Twenty-Two Thousand Five Hundred and No/100 Dollars ($22,500.00); and

WHEREAS, the Purchase Agreement between Jack Gallmeyer and the City of Fort Wayne, by and through its Board of Public Works, for the property located in Fort Wayne, Indiana, is submitted to the Common Council for approval per Sec.37-25 of the City of Fort Wayne Code of Ordinances.

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

SECTION 1. The acquisition of three (3) parcels of real estate by the City of Fort Wayne through its Division of Public Works, located in the 2900 block of Broadripple Drive, Fort Wayne, Indiana, specifically described in the Purchase Agreement, Exhibit "A", is hereby approved and agreed to. The appropriate officials of the City are hereby authorized to execute all documents necessary to accomplish said donation.

SECTION 2. This Resolution 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

EXHIBIT

A

Approval of Resolution #113-8-25-26-2, Purchase Agreement between the City of Fort Wayne and Jack Gallmeyer for three (3) properties located Broadripple Dr.

BOARD OF PUBLIC WORKS

Date: 8.25.26

BY: ______________________
Shan Gunawardena, Chair

BY: ______________________
Kumar Menon, Member

BY: ______________________
Chris Guerrero, Member

ATTEST: ______________________
Michelle Fulk-Vondran, Clerk

REAL ESTATE PURCHASE AGREEMENT

1. This Real Estate Purchase Agreement ("**Agreement**") is made to be effective the 30th day of July, 2026 (the "**Effective Date**"), by and between JACK GALLMEYER, individually ("**Seller**") and the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation, or its nominee, successors or assigns ("**Buyer**").

2. **PARTIES:** Seller and Buyer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

3. **PROPERTY:** Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the real property depicted on **Exhibit A** attached hereto and incorporated herein, consisting of approximately 0.48 total acres, with existing site improvements, and all privileges and appurtenances pertaining thereto, including but not limited to all of Seller's right, title, and interest in and to all easements, adjacent streets, utility reservations, alleys, rights of way, strips and gores of land, mineral rights, water and water rights, wells, well rights and permits, water and sewer taps, sanitary or storm sewer capacity or reservations, rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to such real property, tenements, hereditaments, privileges, licenses and appurtenances, reversions, and remainders in any way belonging, remaining, or appertaining thereto and together with all improvements, fixtures, personal property, trees, timber, or other crops and plants and minerals located thereunder or thereon (referred to as the "**Property**").

4. **PRICE:** The net purchase price for the Property shall be Twenty-Two Thousand Five Hundred and 00/100 Dollars ($22,500.00) (the "**Purchase Price**"). The Purchase Price shall be payable at Closing (as defined below) and subject to the prorations and adjustments hereinafter described and in accordance with the terms and conditions stated in this Agreement.

5. Intentionally omitted.

6. Intentionally omitted.

7. **CLOSING:** Subject to the provisions of this Agreement, the closing of the sale and purchase of the Property (the "**Closing**") shall take place no later than thirty (30) days after the expiration of the Due Diligence Period (as hereinafter defined), as the same may be extended, or on such earlier date following the expiration of the Due Diligence Period chosen by Buyer in its sole and absolute discretion, provided that Buyer provides Seller with ten (10) days prior written notice, which day shall be the "**Closing Date.**"

8. **POSSESSION:** Possession of the Property shall be delivered to Buyer on the Closing Date free of all third-party claims and interests of every kind and nature, except those expressly identified in any Permitted Exceptions (as herein defined), in its present condition, ordinary wear and tear excepted and damage caused by Buyer's Examinations as provided in Section 9 below.

9. **DUE DILIGENCE PERIOD:**

   A. Buyer shall have a period of ninety (90) days commencing on the Effective Date (the "**Initial Due Diligence Period**") to conduct such due diligence as Buyer may in its sole judgment desire, including but not limited to engineering studies, surveys, soil tests,

(i) There are no encroachments on or affecting the Property and the Property does not encroach on any adjacent property.

(ii) Seller holds good, merchantable, and marketable fee simple title to the Property, free and clear of any liens, encumbrances, highways, right-of-way, easements, licenses, restrictions, leases, tenancies, mineral leases, reservations or severances, agreements, covenants, conditions or limitations, except for the lien of then current real property taxes which are not delinquent and those exceptions which Buyer, in its sole discretion, may approve in writing after examination of title and survey as hereinafter provided.

(iii) The soil conditions, qualities, density, and bearing capacity of the Property are suitable for Buyer's intended use of the Property without the necessity of any extraordinary filling or compaction or any other extraordinary engineering measures or expenditures.

(iv) Buyer may obtain, at Buyer's sole cost and expense, boring, percolation, and/or other soil tests determining the physical characteristics of the sub-strata of the Property and showing that the soil and ground water are not contaminated and that the Property is satisfactory, all in Buyer's sole discretion, for Buyer's intended use. If a Phase I Environmental Site Assessment (**"Phase I"**) recommends a Phase II Environmental Site Assessment (**"Phase II"**), then Buyer may, at its sole cost and expense, obtain a Phase II within thirty (30) days after receipt of the Phase I and the Due Diligence Period or Due Diligence Extension Period as applicable (and as the same may be extended pursuant to the foregoing), shall automatically be extended until ten (10) days after Buyer's receipt of the Phase II. Buyer shall be entitled to terminate this Agreement by written notice to Seller at any time prior to the expiration of the Due Diligence Period or Due Diligence Extension Period, as applicable, if the Phase I or Phase II is not acceptable to Buyer, as determined in Buyer's sole discretion.

(v) Buyer shall have completed and approved such economic, marketing, engineering and other feasibility studies deemed necessary or appropriate by Buyer to determine that the Property is suitable for Buyer's intended use.

(vi) That there are no Hazardous Materials (as defined below) present at, on, in, under, or adjacent to the Property and the Property has never been used for any operations or activities which involve generation, manufacture, processing, transportation, treatment, storage, disposal, or handling of any Hazardous Materials.

(vii) That the Property complies with Environmental Law (as defined below).

(viii) That there are no underground storage tanks at, on, in, or under the Property.

(ix) That the Property is not subject to and Owner has received no notice of any proceeding, claim, liability, action, order, judgment, lien, or listing under any Environmental Law, or the threat or likelihood thereof.

compounds, asbestos, asbestos containing materials, radioactive materials, oil, and petroleum products and byproducts. The term "**Environmental Law**" shall mean all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to (i) the emission, discharge, leaking, release, or threatened release of Hazardous Materials into the air, surface water, groundwater, or land; (ii) the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation, or investigation of a Hazardous Material; or (iii) the protection of human health, safety, or the indoor or outdoor environment, including without limitation the Clean Air Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Occupational Safety and Health Act, all amendments thereto and successors thereof, all regulations promulgated thereunder, and their state statutory and regulatory counterparts.

10. **TAXES**: All real property taxes assessed for any prior calendar year and remaining unpaid, shall be the obligation of Seller, and all taxes assessed for the year of Closing and payable in the following year shall be prorated between Seller and Buyer on a calendar year basis as of the Closing Date. If the taxes for the Property have not been determined at the Closing of the transaction, said taxes shall be assumed to be the same as the prior year for the purpose of such proration and a credit at Closing shall be given to Buyer for taxes not due and payable as of the Closing Date, but accruing prior to the Closing Date.

11. **RISK OF LOSS AND INSURANCE:** Except as otherwise provided in the Access Agreement, Seller shall bear the entire risk of loss of the Property until the Closing Date. Seller's insurance shall be canceled as of the Closing Date, and Buyer shall be responsible for providing its own insurance. In the event any damage or destruction to the Property is not fully repaired prior to the Closing Date, Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer, and Seller shall reimburse Buyer for any deductible amount. In the event Seller does not deliver possession of the Property to Buyer on the Closing Date, Buyer shall have the right to assess Seller in the amount of One and no/100 Dollars ($1.00) per day until possession of the Property is delivered to Buyer pursuant to this Agreement.

12. **SURVEY**: Buyer shall obtain, at Buyer's expense, a staked survey of the Property, which survey shall comply with Minimum Standard Detail Requirements meeting the current accuracy standards for ALTA/NSPS Land Title Surveys (the "**Survey**"). Buyer shall deliver to Seller, a copy of the Survey within five (5) days of Buyer's receipt thereof. The Survey shall be certified as of a current date by a surveyor registered in the State of Indiana and shall show the exact location of all improvements, building setback lines, easements, rights-of-way, and encroachments affecting the Property, and all other matters apparent thereon, and the relation of the Property to all adjacent properties and public thoroughfares. Further, the Survey shall reflect whether the Property is located in a designated flood zone area and shall certify the gross acreage of the Property. The Survey legal description (as well as the historic deed description) of the Property shall be used in Seller's deed conveying the Property to Buyer.

13. **TITLE:** Buyer shall obtain, at Buyer's expense, a Commitment for an ALTA Owner's policy of Title Insurance with extended coverage (the "**Commitment**") issued by Fidelity National Title Residential & Commercial Services of Indiana, Inc. ("**Title Company**"). Buyer shall deliver to Seller a copy of the Commitment within five (5) days of Buyer's receipt thereof.

14. **TITLE AND SURVEY APPROVAL**: If Buyer has an objection to items disclosed in the Commitment or the Survey (as the same are updated from time to time), Buyer shall

16. SALES EXPENSES: Seller and Buyer agree that all sales expenses are to be paid and satisfied in cash prior to or at the Closing.

A. SELLER'S EXPENSES: In addition to the prorations provided in **Sections 10 and 15**, Seller agrees to pay all costs of releasing existing loans and recording the releases; and the following costs: taxes accruing as of the Closing Date; all costs incurred in order to deliver the Property to Seller at closing free and clear of all claims, interests, encroachments and encumbrances (excluding the Permitted Exceptions) and other expenses not stipulated to be paid by Buyer under other provisions of this Agreement.

B. BUYER'S EXPENSES: In addition to the prorations provided in **Sections 10 and 15**, Buyer agrees to pay all expenses incident to any loan obtained by Buyer (e.g. loan commitment fees, preparation of note, mortgage, and other loan documents, recording fees, Mortgagee's Title Policy); the premium for the Owner's Title Insurance Policy; costs of any endorsements to the Owner's Title Insurance Policy or Mortgagee's Title Policy; the cost of the Survey; any and all closing fees; and other expenses to be paid by Buyer under other provisions of this Agreement.

17. **DEFAULT**: If Buyer defaults under this Agreement and fails to cure such default for a period of fifteen (15) days following Seller's issuance of written notice of default (which shall provide a reasonable description of such default) (a "**Buyer Default**"), Seller may either (i) waive the Buyer Default and continue Seller's performance under this Agreement, or (ii) terminate this Agreement, in which event Seller shall have no further right or remedy at law or in equity against Buyer. Seller shall have the option, in the event the termination of this Agreement resulting from a Buyer Default, to reimburse Buyer in the amount of Buyer's cost to obtain the Survey in exchange for receipt of the Survey. In the event that Seller defaults under this Agreement and fails to cure such default for a period of fifteen (15) days following Buyer's issuance of a written notice of default (which shall provide a reasonable description of such default) (a "**Seller Default**"), then, notwithstanding any other provision of this Agreement to the contrary, at Buyer's option (i) Seller shall reimburse Buyer in the amount of Buyer's cost to obtain the Survey and the premium for the Owner's Title Insurance Policy if any (both of which shall be delivered to Seller upon Buyer's receipt of such reimbursement) and this Agreement shall be terminated, or (ii) Buyer may seek specific performance, and in either of such events, Buyer shall have no further right or remedy at law or in equity against Seller.

18. **ATTORNEY'S FEES**: Either Party to this Agreement who is the prevailing Party in any legal or equitable proceeding against any other Party brought for a breach of this Agreement shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing Party.

19. Intentionally omitted.

20. **DUTIES OF BUYER AND SELLER AT CLOSING:**

A. At the Closing, Seller shall deliver to Buyer, the following:

receipt of said notice, whereupon, notwithstanding any other provision of this Agreement to the contrary, this Agreement and all rights and obligations created hereunder shall be of no further force or effect; or (ii) requiring Seller to convey the Property, or such portion thereof as Buyer desires, to Buyer pursuant to the terms and provisions hereof and to transfer and assign to Buyer at Closing all of Seller's right, title, and interest in and to any award or other payment made or to be made by reason of such condemnation. Seller and Buyer hereby further agree that Buyer shall have the right to participate in all negotiations with any such governmental authority related to the condemnation of the Property.

22. **DOCUMENTS FROM SELLER:** Seller shall provide Buyer, within ten (10) business days following the Effective Date, copies of the following documents or information relating to the Property, if in Seller's possession or reasonably available to Seller (the "**Seller Documents**"):

A. Prior title insurance policies, title commitments, title exception documents, vesting deeds, plats, and surveys.

B. All environmental documents, including but not limited to prior environmental reports.

C. All building plans, construction contracts, permits, and zoning approvals.

D. Evidence of the location and capacity of all utilities, including but not limited to water, sanitary, electric, gas, telephone, and cable.

E. Unrecorded leases (including farm leases), easements, and encumbrances, if any.

F. Evidence of any third-party interests (including, but not limited to, mineral interests).

G. Any other documents or reports relating to the Property and any other documents, materials, or information requested by Buyer.

23. **REPRESENTATIONS AND WARRANTIES OF SELLER:** To induce Buyer to execute this Agreement, Seller represents, warrants and covenants to Buyer as follows:

A. Seller has the full capacity, right, power and authority to execute, deliver, and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required actions and approvals have been taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be valid, binding upon and enforceable against Seller in accordance with their respective terms.

B. No action, suit, claim, arbitration, litigation, or other proceedings is pending or threatened against Seller or related to the Property or any part thereof.

C. Seller is not involved in any proceedings by or against Seller in any court under the Bankruptcy Code, or any other insolvency or debtor's relief law, whether federal or state, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official of Seller or a substantial part of Seller's property.

M. To Seller's knowledge, the Property complies with all applicable laws and ordinances, and the present maintenance, operation and use of the Property does not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property, and Seller shall provide to Buyer promptly following Seller's receipt, written notice of alleged material violations of applicable law with respect to the Property received by Seller from and after the Effective Date.

N. Seller has no employees or employment agreements or collective bargaining agreements at the Property for which Buyer will be responsible after closing. Seller is not a "foreign person" as defined by the Internal Revenue Code (the "Code"), Section 1445.

O. Seller is not in violation of any legal requirements, now or hereafter in effect, relating to money laundering, anti-terrorism, trade embargoes and economic sanctions, including, without limitation, Executive Order 13224 (as defined below) and the Patriot Act (as defined below). Seller (i) is not (a) a Blocked Person (as defined below) or (b) owned, in whole or in part, directly or indirectly, by any Blocked Person; and (ii) does not (a) conduct any business or engage in any transaction or dealing with a Blocked Person or (b) deal in, or otherwise engage in, any transaction or dealing relating to any property, or interests in property, blocked pursuant to Executive Order 13224. As used herein, (i) "Blocked Person" is defined as any individuals or entities which (a) are owned or controlled by, or acting on behalf of, the governments of countries currently listed under section 6(j) of the Export Administration Act as supporting international terrorism, or (b) are owned or controlled by, are acting on behalf of, or are associated with, international terrorism, as indicated by their listing on the Treasury Department's Specially Designated Nationals and Blocked Persons, as updated from time to time; (ii) "Executive Order 13224" is defined as Executive Order Number 13224, "Blocking Property Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism," 66 Fed. Reg. 49079 (Sept. 23, 2001); and (iii) "Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272

The foregoing representations are true, correct, and complete, and the foregoing warranties are in full force and effect and binding on Seller, as of the Effective Date, and shall be true and correct and in full force and effect, and deemed to have been reaffirmed and restated by Seller as of the Closing Date, shall survive Closing, shall not be deemed merged into any instrument of conveyance delivered at Closing, and shall inure to the benefit of and be enforceable by Buyer and its successors and assigns.

Except as provided below, the representations and warranties contained in this **Section 23** will survive for twelve (12) months after the Closing Date, and will thereafter terminate, together with any claims under or remedies associated with **Section 17**, above. The representations and warranties contained in this **Subsection 23** will survive indefinitely.

24. Intentionally omitted.

25. **MISCELLANEOUS:**

illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting the transaction and cannot be changed except by their written consent.

F. Time is of the essence of this Agreement.

G. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa unless the context requires otherwise.

H. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

I. The provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Buyer (and Buyer's assigns, if any) only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.

J. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

K. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Agreement falls on a Saturday, Sunday or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

26. **PROFESSIONAL FEES**: Each Party warrants to the other that no real estate brokers or other intermediaries are involved in connection with the transaction outside of the existing Listing Agreement between Seller and Jason Satkowiak, Indiana Real Estate License # RB14047326, and said Listing Agreement does not prevent Seller from entering into this Agreement. Furthermore, Buyer is not responsible for any fees, due or owning, in connection with said Listing Agreement or otherwise.

27. **CONFIDENTIALITY:** Buyer and Seller shall maintain the confidentiality of all documents supplied to or obtained by Buyer in connection with its due diligence of the Property, and any related documents, subject to disclosure on a "need to know" basis to attorneys, clients, potential lenders, actual lenders, equity investors, accountants, architects, appraisers, engineers, contractors, consultants, tenants, and potential tenants, as required by applicable law or judicial process, or as required to be provided to governmental and quasi-governmental bodies, agencies, and employees in connection with any entitlement or other processes in which Buyer engages with respect to its inspection of the Property. The Parties expressly confirm that this

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below but effective as of the Effective Date.

SELLER:
Jack Gallmeyer

Jack Gallmeyer

Printed: Jack Gallmeyer

Date: 07/28/2026

BUYER:
City of Fort Wayne, Indiana

By:

Printed: Christopher Carmichael

Title: Property Manager

Date: 7/30/26

Exhibit B

Form of Access Agreement

Exhibit B consists of pages 18 through 22 of full document.

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

RFPs, BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	Acquisition by City from Jack Gallmeyer of three (3) parcels of real estate located in the 2900 block of Broadripple Drive, Fort Wayne, Wayne Township, Allen County, Indiana
Awarded To	Jack Gallmeyer
Amount	$22,500.00
Conflict of interest on file?	N/A
Number of Registrants	N/A
Number of Bidders	N/A
Required Attachments	

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	

SPECIAL PROCUREMENT

Contract #/ID *(State, Federal, Piggyback--Authority)*	Acquisition by City from Jack Gallmeyer of three (3) parcels of real estate located in the 2900 block of Broadripple Drive, Fort Wayne, Wayne Township, Allen County, Indiana
Sole Source/ Compatibility Justification	N/A

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	No *If no, explain below*
If not lowest, explain	N/A

COUNCIL DIGEST SHEET

COST COMPARISON

Increase/decrease amount from prior years For annual purchase (if available).	N/A

DESCRIPTION OF PROJECT / NEED

Identify need for project & describe project; attach supporting documents as necessary.	City acquiring real estate located in flood plain to be held for future Public Works use.

REQUEST FOR PRIOR APPROVAL

Provide justification if prior approval is being requested.	N/A

FUNDING SOURCE

Account Information.	Public Works General Funds

CITY OF FORT WAYNE

SHARON TUCKER, MAYOR

September 1, 2026

City Council Members
City of Fort Wayne

RE: City of Fort Wayne, Indiana, Board of Public Works/Jack Gallmeyer Purchase Agreement – 2900 block of Broadripple Drive

Dear Council Members:

The City has entered into a Purchase Agreement to acquire three (3) properties located in the 2900 block of Broadripple Drive, Fort Wayne, Wayne Township, Allen County, Indiana. A copy is attached.

The City of Fort Wayne Board of Public Works has approved this acquisition.

We are asking for Council to approve this acquisition.

If you have any questions on the above, please feel free to contact me at 427-2317.

Sincerely,

Christopher Carmichael
Property Manager