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Luann G. Welmer, City Clerk

**AMENDED
CITY COUNCIL MEETING
CITY HALL
WEDNESDAY, NOVEMBER 6, 2024
6:00 O'CLOCK P.M.**

I. Meeting Called to Order

- A. Invocation
- B. Pledge of Allegiance
- C. Roll Call
- D. Acceptance of Minutes

II. Old Business Requiring Council Action

- A. Second Reading of an Ordinance entitled "ORDINANCE NO.____, 2024, AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF COLUMBUS, INDIANA, REZONING THE SUBJECT PROPERTY FROM I3 (INDUSTRIAL: HEAVY) TO I2 (INDUSTRIAL: GENERAL)." (Columbus Redevelopment Commission Rezoning) Jeff Bergman
- B. Reading of a Resolution entitled "RESOLUTION NO.____, 2024, A RESOLUTION ADOPTING A FISCAL PLAN FOR PROPERTY TO BE ANNEXED TO THE CITY OF COLUMBUS, INDIANA." (Strickland Annexation) Jeff Bergman
- C. Second Reading of an Ordinance entitled "ORDINANCE NO.____, 2024, AN ORDINANCE ANNEXING AND DECLARING CERTAIN TERRITORY TO BE A PART OF THE CITY OF COLUMBUS, INDIANA." (Strickland Annexation) Jeff Bergman
- D. Second Reading of an Ordinance entitled "ORDINANCE NO.____, 2024, AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF COLUMBUS, INDIANA, REZONING THE SUBJECT PROPERTY FROM AP (AGRICULTURE: PREFERRED) TO RS2 (RESIDENTIAL: SINGLE-FAMILY 2)." (Strickland Rezoning) Jeff Bergman

- E. Second Reading of an Ordinance entitled, "ORDINANCE NO._____, 2024, AN ORDINANCE ESTABLISHING NEW RATES AND CHARGES FOR THE USE AND SERVICES RENDERED BY THE SEWAGE WORKS SYSTEM OF THE CITY OF COLUMBUS, INDIANA." Roger Kelso and Ashley Getz
- F. Second Reading of an Ordinance entitled, "ORDINANCE NO._____, 2024, AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN IMPROVEMENTS FOR THE SEWAGE WORKS SYSTEM OF THE CITY OF COLUMBUS, INDIANA, THE ISSUANCE OF REVENUE BONDS TO PROVIDE THE COST THEREOF, THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH SYSTEM, THE SAFEGUARDING OF THE INTERESTS OF THE OWNERS OF SUCH REVENUE BONDS AND OTHER MATTERS CONNECTED THEREWITH, INCLUDING THE ISSUANCE OF NOTES IN ANTICIPATION OF SUCH BONDS, AND REPEALING ORDINANCES INCONSISTENT HERewith." Roger Kelso and Ashley Getz

III. New Business Requiring Council Action

- A. Reading of a Resolution entitled "RESOLUTION NO.____, 2024, A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBUS REDEVELOPMENT COMMISSION TO GRANT FUNDS IN EXCESS OF \$500,000 TO BARTHOLOMEW CONSOLIDATED SCHOOL CORPORATION FOR WORKFORCE DEVELOPMENT INCLUDING IGRAD, S.T.E.M., AND TRANSITION PLANNING FOR SCHOOL YEAR 2024/2025." Heather Pope
- B. Reading of a Resolution entitled "RESOLUTION NO.____, 2024, A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBUS REDEVELOPMENT COMMISSION TO EXPEND FUNDS OVER \$500,000 FOR THE PURCHASE OF 2452 STATE STREET, COLUMBUS, IN, LOCATED IN THE CENTRAL ALLOCATION AREA." Heather Pope
- C. Reading of a Resolution entitled "RESOLUTION NO.____, 2024, A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBUS REDEVELOPMENT COMMISSION TO EXPEND FUNDS OVER \$500,000 FOR A SALT BARN AT 1350 ARCADIA DRIVE,

COLUMBUS, IN, LOCATED IN THE CENTRAL ALLOCATION AREA.” Heather Pope

- D. First Reading of an Ordinance entitled “ORDINANCE NO.____, 2024, AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, TO REPEAL AND REPLACE STORMWATER MANAGEMENT ORDINANCE NO. 29-2008.” Andrew Beckort

IV. Other Business

- A. Standing Committee and Liaison Reports
- B. The next meeting is scheduled for **Tuesday, November 19, 2024, 6:00 p.m.**
- C. Adjournment



MEMORANDUM

TO: Columbus City Council Members

FROM: Jeff Bergman, AICP
on behalf of the Columbus Plan Commission

DATE: October 2, 2024

RE: Columbus Redevelopment Commission Rezoning
(*Plan Commission Case #RZ-2024-009*)

At its September 11, 2024 meeting, the Columbus Plan Commission reviewed the above referenced application and forwarded it to the City Council with a favorable recommendation by a vote of 7 in favor and 0 opposed.

The Columbus Redevelopment Commission proposes to rezone a property of 20.91 acres from I3 (Industrial: Heavy) to I2 (Industrial: General). The applicants have indicated that the purpose of the rezoning is to enable the relocation of the Columbus Public Works facility to the property. This use is permitted in the proposed I2 zoning district, but prohibited in the current I3 zoning.

No members of the public spoke at the Plan Commission's public hearing on this request.

The following items of information are attached to this memo for your consideration:

1. the proposed ordinance approving the rezoning,
2. the resolution certifying the action of the Plan Commission,
3. a copy of the Planning Department staff report prepared for the Plan Commission, and
4. a location map.

Please feel free to contact me if you have any questions regarding this matter.

ORDINANCE NO.: _____, 2024

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF COLUMBUS, INDIANA, REZONING THE SUBJECT PROPERTY
FROM I3 (INDUSTRIAL: HEAVY)
TO I2 (INDUSTRIAL: GENERAL)**

**To be known as the: Columbus Redevelopment Commission Rezoning
Plan Commission Case No.: RZ-2024-009**

WHEREAS, this rezoning was requested by the Columbus Redevelopment Commission and includes the consent of all owners of the subject property; and

WHEREAS, the Columbus Plan Commission did, on September 11, 2024, hold a legally advertised public hearing on said request and has certified a favorable recommendation to the Common Council; and

WHEREAS, the Common Council of the City of Columbus, Indiana has considered the criteria contained in Section 12.6(G) of the Columbus & Bartholomew County Zoning Ordinance.

NOW THEREFORE BE IT ORDAINED by the Common Council of the City of Columbus, Indiana, as follows:

SECTION 1: Official Zoning Map

The zoning classification of the following described real estate, which is in the zoning jurisdiction of the City of Columbus, Indiana, shall be changed from I3 (Industrial: Heavy) to I2 (Industrial: General):

Lot Number One (1) in Columbus Industrial Park, an Addition to the City of Columbus, Indiana, as recorded January 15, 1988, in Plat Book "O", Page 55, in the Office of the Recorder of Bartholomew County, Indiana.

SECTION 2: Condition(s) and Commitment(s)

No conditions or commitments are attached to this rezoning.

SECTION 3: Repealer

All ordinances or parts thereof in conflict with this ordinance shall be repealed to the extent of such conflict.

SECTION 4: Severability

If any provision, or the application of any provision, of this ordinance is held unconstitutional or invalid the remainder of the ordinance, or the application of such provision to other circumstances, shall be unaffected.

SECTION 5: Effective Date

This ordinance shall be effective upon and after the date and time of its adoption, the fulfillment of any condition(s), and the recording of any commitment(s), as provided in Indiana law.

ADOPTED, by the Common Council of the City of Columbus, Indiana, this _____ day of _____, 2024 at _____ o'clock _____.m., by a vote of _____ ayes and _____ nays.

Presiding Officer

ATTEST:

Luann Welmer
Clerk of the City of Columbus, Indiana

The Common Council's vote record sheet also documenting the presentation to and approval of this ordinance by the Mayor is attached to and made a part of this ordinance.

RESOLUTION: RZ-2024-009

of the City of Columbus, Indiana Plan Commission

regarding

Case number RZ-2024-009

(Columbus Redevelopment Commission Rezoning),

a proposal to rezone +/-20.91 acres

from I3 (Industrial: Heavy) to I2 (Industrial: General)

WHEREAS, the Plan Commission has received the application referenced above from the Columbus Redevelopment Commission; and

WHEREAS, the applicant(s) represent 100% of the property owners involved in the rezoning request, which meets the requirements of Indiana Code Section 36-7-4-602(c); and

WHEREAS, the Plan Commission did, on September 11, 2024, hold a public hearing consistent with the applicable requirements of Indiana law, the Columbus & Bartholomew County Zoning Ordinance, and the Plan Commission Rules of Procedure; and

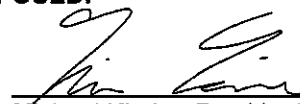
WHEREAS, the Plan Commission did pay reasonable regard to the criteria contained in Section 12.6(G) of the Columbus & Bartholomew County Zoning Ordinance; and

WHEREAS, the Plan Commission recognizes that its action on this matter represents a recommendation to the Common Council of the City of Columbus, Indiana, which will be responsible for final action on the request.

NOW THEREFORE BE IT RESOLVED, by the Plan Commission of the City of Columbus, Indiana, as follows:

- 1) The rezoning of the property subject to the application (approximately 20.91 acres located at the northwest corner of the intersection of Indianapolis Road and Arcadia Drive) is forwarded to the Common Council with a favorable recommendation.
- 2) This resolution shall serve as the certification required for such ordinance amendments (rezonings) by Indiana Code Section 36-7-4-605.

ADOPTED BY THE COLUMBUS, INDIANA PLAN COMMISSION THIS 11th DAY OF SEPTEMBER, 2024 BY A VOTE OF 7 IN FAVOR AND 0 OPPOSED.


Michael Kinder, President

ATTEST:


Laura Garrett, Secretary



STAFF REPORT

CITY OF COLUMBUS PLAN COMMISSION (September 11, 2024 Meeting)

Docket No. / Project Title: RZ-2024-009 (Columbus Redevelopment Commission)
Staff: Melissa Begley
Applicant: Columbus Redevelopment Commission
Property Size: 20.91 Acres
Current Zoning: I3 (Industrial: Heavy)
Proposed Zoning: I2 (Industrial: General)
Location: 1350 Arcadia Drive, located on at the northwest corner of the intersection of Indianapolis Road and Arcadia Drive, in the City of Columbus

Background Summary:

The applicant has indicated that the proposed rezoning is for the purpose of relocating the City of Columbus Public Works facility to this site.

Key Issue Summary:

The following key issue(s) should be resolved through the consideration of this application: No key issues.

Preliminary Staff Recommendation:

Favorable Recommendation to the City Council; all criteria have been met.

Plan Commission Options:

In reviewing a request for rezoning the Plan Commission may (1) forward a favorable recommendation to the City Council, (2) forward an unfavorable recommendation to the City Council, (3) forward the application to City Council with no recommendation, or (4) continue the review to the next Plan Commission meeting. The Plan Commission may recommend that conditions or commitments be attached to the rezoning request. The City Council makes all final decisions regarding rezoning applications.

Decision Criteria:

Indiana law and the Columbus Zoning Ordinance require that the Plan Commission and City Council pay reasonable regard to the following when considering a rezoning:

The Comprehensive Plan.

Preliminary Staff Comments: A Comprehensive Plan goal is to "promote wise and efficient use of limited resources and nonrenewable resources, including but not limited to capital and land". Downzoning this developed property to a less intense industrial zoning district will allow for a slightly different set of potential uses and allow the existing vacant building to be utilized for other purposes.

The current conditions and the character of current structures and uses in each district.

Preliminary Staff Comments: The current condition and character of the area is agriculture, residential, and industrial. There is developed industrial zoning to the south and west, with large agriculture fields to

the east. The property to the north was recently rezoned to RM (Residential: Multi-Family), however has not been developed at this time. All city services can be made available to the site.

The most desirable use for which the land in each district is adapted.

Preliminary Staff Comments: The Comprehensive Plan identifies this area as industrial. The proposed change retains industrial zoning for the property.

The conservation of property values throughout the jurisdiction of the City of Columbus.

Preliminary Staff Comments: The site has good access to a minor arterial street intended to accommodate a high volume of traffic. Residential properties to the north are distanced from any development on this site by a 100 foot wide floodway easement and regulated drain right-of-way and those to the west are separated by wetlands included in common areas. The property values throughout the City of Columbus should not be impacted in a negative way if the rezoning request, reducing the possible industrial intensity on the property, is approved.

Responsible growth and development.

Preliminary Staff Comments: Rezoning the subject property to I2 (Industrial: General) represents responsible growth and development. The property is contiguous with an existing industrial area and is clustered with other industrial development. The property is in close proximity to a minor arterial street and US 31, which is appropriate for industrial development.

Current Property Information:	
Land Use:	Vacant industrial building
Site Features:	An industrial structure, associated parking, a detention pond
Flood Hazards:	100-year floodway fringe, 500-year floodway fringe
Special Circumstances: (Airport Hazard Area, Wellfield Protection Area, etc.)	No special circumstances are present on the property.
Vehicle Access:	Arcadia Drive (Local, Industrial, Suburban) Indianapolis Road (Minor Arterial, Industrial, Suburban)

Surrounding Zoning and Land Use:		
	Zoning:	Land Use:
North:	RM (Residential: Multi-Family)	Undeveloped
South:	I3 (Industrial: Heavy)	Capco
East:	I3 (Industrial: Heavy)	Agriculture
West:	I3 (Industrial: Heavy) RS2 (Residential: Single Family 2)	PMG Indiana Abbey Place Subdivision Open Space

Zoning District Summary (Existing / Proposed):		
	Existing Zoning: I3	Proposed Zoning: I2
Zoning District Intent:	To provide locations for industrial manufacturing production, assembly, warehousing, research & development facilities, and similar land uses. This district is intended to accommodate a variety of high intensity industrial uses in locations that minimize land use conflicts and provide the necessary supporting infrastructure.	To provide locations for general production, assembly, warehousing, research & development facilities, and similar land uses. This district is intended to accommodate most modern industrial production facilities and should be considered as appropriate for most general industrial developments and uses.

Permitted Uses:	<p>Agriculture Uses</p> <ul style="list-style-type: none"> • Farm <p>Communications /Utility Uses</p> <ul style="list-style-type: none"> • Communication service exchange • Sewage treatment plant • Utility substation • Water tower <p>Public/Semi-Public Uses</p> <ul style="list-style-type: none"> • Parking lot / garage (as a primary use) • Police, fire, or rescue station <p>Park Uses</p> <ul style="list-style-type: none"> • Nature preserve / conservation Area <p>Commercial Uses</p> <ul style="list-style-type: none"> • Conference Center <p>Industrial Uses</p> <ul style="list-style-type: none"> • Agricultural products processing • Agri-industrial facility • Concrete / asphalt production facility • Contractor's office / workshop • Dry cleaners (commercial) • Food & beverage production • General industrial production • Light industrial assembly & distribution • Light industrial processing & distribution • Research & development facility • Truck freight terminal 	<p>Agriculture Uses</p> <ul style="list-style-type: none"> • Farm <p>Communications / Utilities Uses*</p> <ul style="list-style-type: none"> • Communication service exchange • Sewage treatment plant • Utility substation • Water tower <p>Public / Semi-Public Uses</p> <ul style="list-style-type: none"> • Government facility (non-office) • Parking lot / garage (as a primary use) • Police, fire, or rescue station <p>Park Uses</p> <ul style="list-style-type: none"> • Nature preserve / conservation area <p>Commercial Uses</p> <ul style="list-style-type: none"> • Auto-oriented uses (medium scale) • Builder's supply store • Conference center • Data processing / call center <p>Industrial Uses</p> <ul style="list-style-type: none"> • Contractor's office / workshop • Dry cleaners (commercial) • Food & beverage production • General industrial production • Light industrial assembly & distribution • Light industrial processing & distribution • Mini-warehouse self-storage
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	<ul style="list-style-type: none"> Warehouse & distribution facility 	<ul style="list-style-type: none"> facility Research & development facility Truck freight terminal Warehouse & distribution facility
Water and Sewer Service:	Required	Required
Lot and/or Density Requirements:	Minimum Lot Area: 1 acre Maximum Lot Coverage: 75%	Minimum Lot Area: 1 acre Maximum Lot Coverage: 75%
Setbacks Required:	Side Yard Setback: Primary Structure - 20 feet Accessory Structure- 20 feet Rear Yard Setback: Primary Structure - 20 feet Accessory Structure- 20 feet Front Yard Setback: Arterial Street or Road - 50 feet Collector Street or Road - 35 feet Local Street or Road - 25 feet	Side Yard Setback: Primary Structure - 20 feet Accessory Structure- 20 feet Rear Yard Setback: Primary Structure - 20 feet Accessory Structure- 20 feet Front Yard Setback: Arterial Street or Road - 50 feet Collector Street or Road - 35 feet Local Street or Road - 25 feet
Height Restrictions:	Primary Structure: 60 feet Accessory Structure: 40 feet	Primary Structure: 50 feet Accessory Structure: 40 feet
Floor Area Requirements:	NA	NA
Primary Permanent Signs:	Wall Signs: 2 per frontage with a total area of 15% of all front walls or 350 square feet (whichever is less) Freestanding Sign: 1 per frontage with a maximum height of 10 feet and a maximum area of 75 square feet	Wall Signs: 2 per frontage with a total area of 15% of all front walls or 350 square feet (whichever is less) Freestanding Sign: 1 per frontage with a maximum height of 10 feet and a maximum area of 75 square feet

Interdepartmental Review:	
City Engineering:	No concerns.
City Utilities:	No comments received.
Drainage Board:	No issues with the rezoning request. Melissa – This was more-so for us and can be omitted from the staff report.

Fire Department:	The rezoning of this property poses no concerns. The Columbus Fire Department will be able to provide coverage for this parcel without any additional cost.
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Comprehensive Plan Consideration(s):

The Future Land Use Map indicates the future use of this property as industrial.

The following Comprehensive Plan goal(s) and/or policy(ies) apply to this application:

1. **GOAL A-4:** Promote wise and efficient use of limited resources and nonrenewable resources, including but not limited to capital and land.
2. **GOAL I-1:** Provide high-quality public facilities in locations which are convenient and accessible to local residents.
3. **POLICY I-1-1:** Ensure that pedestrian connections to public facilities are provided in conjunction with new development and that these pedestrian systems are designed to promote safety and efficiency. *Public facilities such as libraries, parks, and schools should be accessible to pedestrians.*

This property is located in the US 31/Indianapolis Road character area. The following Planning Principle(s) apply to this application: A corridor plan should be developed to beautify the entrance to Columbus. This plan should include standards for landscaping, outside storage, signs, and building design. It also should provide for maintaining views of the river and flood plain areas.

The Bicycle and Pedestrian Plan identifies a future shared use path along Indianapolis Road and along the Joseph Anthony drain along the north property line of the subject property that would then connect into the Abbey Place pedestrian network.

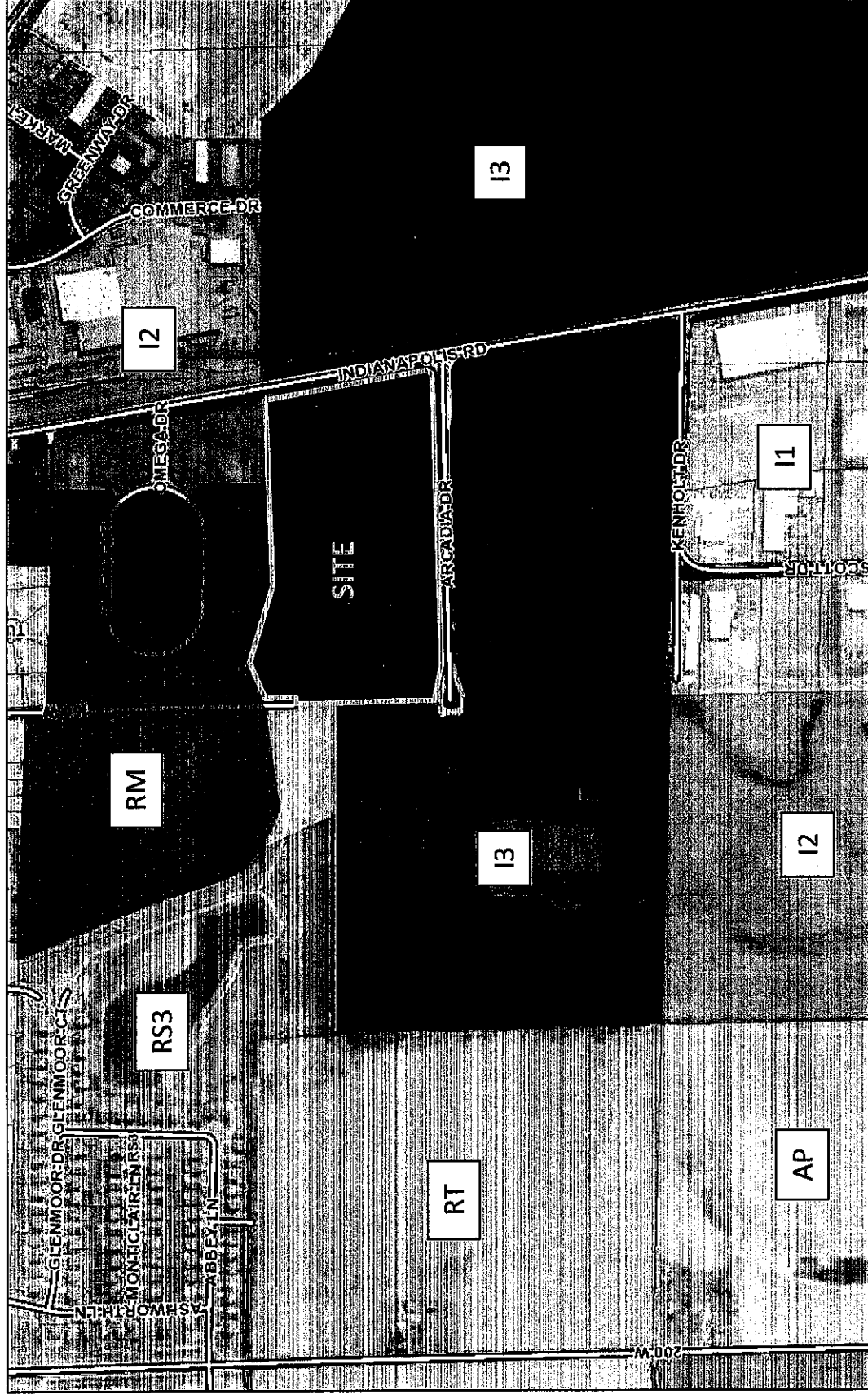
Planning Consideration(s):

The following general site considerations, planning concepts, and other facts should be considered in the review of this application:

1. The applicant is proposing to rezone the subject property from I3 (Industrial: Heavy) to I2 (Industrial: General) with the intent to relocate the City of Columbus Department of Public Works to this site. The subject property is currently vacant and formerly housed a Cummins facility.
2. The adjacent properties to the south and west are developed industrial properties that are part of the Columbus Industrial Park. The property to the east, across Indianapolis Road is agricultural and the property to the north was recently rezoned to RM (Residential: Multi-Family) for a future multi-family development.
3. The majority of the subject property lies within either the 100-year or 500-year floodplain. The existing building is primarily out of the floodplain with a small area of 500-year floodplain touching the building. Any new structures constructed on this property, that are located in the floodplain, will have to be elevated to two feet above base flood elevation or sufficiently flood proofed.
4. Along the north property line, there is a 100 foot wide floodway easement that includes 75 feet for the Joseph Anthony regulated drain right-of-way.
5. Arcadia Drive is a quarter of a mile long street that serves three industrial properties. Arcadia exits onto Indianapolis Road, which is a minor arterial street. US 31 is located less than a mile from Arcadia Drive.
6. The Zoning Ordinance does not require a landscape buffer to be installed on this property because it will not be redeveloped, however the property to the north will be required to install a type A buffer as part of it being developed for multi-family. A Type A Buffer yard will be required, which is 25 feet in width, plus an additional 10 feet for the building setback, for 35 feet total. A Type A buffer provides a dense screen between uses. The applicants could also install a fence, however the fence cannot be provided in-lieu of the landscaping.
7. There is a natural buffer provided to the west by the wetlands and existing vegetation in the Abbey Place common areas.



Location & Zoning Context (Case #RZ-2024-009: Redevelopment Commission)





MEMORANDUM

TO: Columbus City Council Members
FROM: Jeff Bergman
DATE: October 24, 2024
RE: Strickland Annexation
(*Plan Commission Case #ANX-2024-008*)

Attached is the fiscal plan resolution for the Strickland Annexation. Please recall that Indiana law requires that the City Council adopt a fiscal plan by resolution in association with, and prior to, any annexation. This resolution will appear on the agenda for the November 6, 2024 Council meeting for adoption prior to the corresponding annexation ordinance.

Please feel free to contact me with any questions you may have.

RESOLUTION NO.: _____, 2024

**A RESOLUTION ADOPTING A FISCAL PLAN
FOR PROPERTY TO BE ANNEXED TO THE CITY OF COLUMBUS, INDIANA**

**To be known as the Strickland Annexation
Plan Commission Case No. ANX-2024-008**

WHEREAS, a petition has been filed by Aaron Strickland for the annexation of certain property to the City of Columbus; and

WHEREAS, the petitioner represents 100% of the owners of the property subject to the request, which lies outside of, but adequately contiguous to the City of Columbus; and

WHEREAS, the Common Council of the City of Columbus, Indiana has paid reasonable regard to the requirements of the Indiana Code and the adopted annexation policies of the City of Columbus; and

WHEREAS, the City of Columbus has carefully and thoroughly considered the extension of capital and noncapital services to the area proposed for annexation; and

WHEREAS, the City is able to provide the area proposed for annexation with municipal services in a timely and complete manner as required by the Indiana Code.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Columbus, Indiana that the fiscal plan for the Strickland Annexation attached to and made a part of this resolution is approved and adopted.

ADOPTED, by the Common Council of the City of Columbus, Indiana, this _____ day of _____, 2024, at _____ o'clock _____m., by a vote of _____ ayes and _____ nays.

Presiding Officer

ATTEST:

Luann Welmer
Clerk of the City of Columbus, Indiana

The Common Council's vote record sheet also documenting the presentation to and approval of this resolution by the Mayor is attached to and made a part of this resolution.

CITY OF COLUMBUS, INDIANA

ANNEXATION FISCAL PLAN

For the Strickland Annexation (City of Columbus Plan Commission Case No.: ANX-2024-008)

Prepared by the City of Columbus – Bartholomew County Planning Department
October 24, 2024

Introduction:

This annexation fiscal plan is provided as required by Indiana Code Section 36-4-3-3.1 and is based on the specifications of Indiana Code Section 36-4-3-13(d). It is intended to provide basic data regarding the annexation area, describe the manner in which City of Columbus services will be extended to the area upon annexation, and identify an impacts on municipal finances and taxpayers.

Parcel Information:

The annexation area includes a portion of one parcel, described as follows:

Annexation Area Description:

A part of the Northeast Quarter of Section 29, Township 9 North, Range 5 East, Bartholomew County, Indiana, being more particularly described as follows:

Beginning at the southwest corner of said quarter section, thence along the west line of said quarter, north, 773.28 feet to the southwest corner of the ABC Learning Center Inc. property; thence along the south line of said ABC and the extension thereof, east, 622.08 feet; thence south, 774.19 feet to the south line of said northeast quarter; thence along said line, west, 622.08 feet to the point of beginning, containing 11.05 acres

Parcel Number: 03-95-29-000-004.000-011 (that portion described above)

Parcel Owner: Tommy D. & Pat L. Carothers

Assessed Value: \$67,700.00 (for the entire parcel)

Assessment Date: April 4, 2024

Annexation Remonstrance Waived: No

General Information:

The annexation area is further described as follows:

Location: Generally, the western portion of the parcel, as described above, located immediately north of 6882 Tipton Lakes Boulevard.

Size: +/-11.05 Acres (0.02 square miles)

Current Zoning District: AP (Agriculture: Preferred)

Current Land Use: Wooded, with no development or structures.

Contiguity, Property Owner Participation, & Columbus Annexation Policy:

Indiana Code Section 36-4-3-1.5 requires that, to be eligible for annexation, the external boundary of the area must be at least 1/8 (12.5%) contiguous with the boundary of the City. This annexation is 49.9% contiguous with the boundary of the City.

Indiana Code further establishes the procedure for annexation based on property owner participation in the annexation petition. This annexation petition was signed by 100% of the property owners in the annexation area and is therefore guided by Indiana Code Section 36-4-3-5.1.

In 1990 the Columbus City Council adopted the following policies for annexation:

1. Subdivisions which are contiguous to the City should be a part of the City.
2. Land contiguous to the City zoned for commercial or industrial purposes should be annexed to the City before it is developed.
3. Land contiguous to the City used for commercial or industrial purposes should be a part of the City.
4. Undeveloped land required to complement the annexation of developed land and which helps provide the ability to manage growth should be a part of the City.
5. Neighborhoods which are socially, culturally, and economically tied to the City should be a part of the City.
6. The pattern of City boundaries should promote efficient provision of services by the City, the County, and other agencies.
7. Contiguous lands needed for orderly growth and implementation of the City's Comprehensive Plan should be a part of the City.
8. Contiguous lands which are likely to be developed in the relatively near future should be a part of the City.
9. Contiguous lands having the potential for health or safety problems or environmental degradation should be a part of the City and provided with City services.
10. Contiguous properties which, if annexed, would serve to equalize the tax burden for City residents should be a part of the City.

Municipal Services for the Annexation Area:

Municipal services will be provided to the annexation area as described below. All services, capital and noncapital, shall be provided in a manner that is equivalent in standard and scope as they are provided within the current City of Columbus boundaries. Those services shall be consistent with all federal, state, and local laws, adopted City of Columbus policies, and applicable land use planning and development regulations. The description of services below is based on the current use of the area.

Noncapital Services: Noncapital services including, but not limited to, police protection, fire protection, street maintenance, refuse collection, and animal care and control will be provided to the annexation area immediately upon annexation. The municipal departments providing these services anticipate no measurable costs. Any immeasurable costs, such as incremental and de minimis use of employee time and/or basic supplies and equipment will be funded through the regular, annual City of Columbus budget process and the further application of existing funding sources.

The specific services to be provided are as follows:

Police Protection:

Estimated Cost - \$0 Financing Method – Not Applicable

Beginning Service Date - Provided as of the annexation effective date.

Fire Protection:

Estimated Cost - \$0 Financing Method – Not Applicable

Beginning Service Date - Provided as of the annexation effective date.

Sanitary Sewer Service:

Estimated Cost - \$0 Financing Method – Not Applicable

Beginning Service Date - Available as of the annexation effective date.

Water Service:

Estimated Cost - \$0 Financing Method – Not Applicable
Beginning Service Date - Available as of the annexation effective date.

Trash, Recycling, and Yard Waste Collection:

Estimated Cost - \$0 Financing Method – Not Applicable
Beginning Service Date – Available as of the annexation effective date.

Street Maintenance & Snow Removal:

Estimated Cost - \$0 Financing Method – Not Applicable
Beginning Service Date – Available as of the annexation effective date.

Animal Care and Control:

Estimated Cost - \$0 Financing Method – Not Applicable
Beginning Service Date - Provided as of the annexation effective date.

Human Rights Protection & Advocacy:

Estimated Cost - \$0 Financing Method – Not Applicable
Beginning Service Date - Provided as of the annexation effective date.

Transit:

Estimated Cost - \$0 Financing Method – Not Applicable
Beginning Service Date - Available as of the annexation effective date.

Parks & Recreation Programing:

Estimated Cost - \$0 Financing Method – Not Applicable
Beginning Service Date - Available as of the annexation effective date.

Capital Services: No capital improvements, which would include those to streets, street lighting, sewer facilities, water facilities, and/or storm drainage facilities, are needed in the annexation area. All existing capital infrastructure does and will continue to meet the needs of the annexation area as follows:

Streets / Roads, Street Lighting, and Storm Drainage Facilities:

Estimated Cost - \$0 Financing Method - Not Applicable
Beginning Service Date - Not Applicable (see below)

No streets and/or related infrastructure are included in the annexation area, nor are any such improvements needed. Should the property be developed in the future, the property developer will provide all needed street, street lighting, and storm drainage facility improvements and subsequently dedicate those improvements to the City of Columbus, as appropriate.

Water Facilities:

Estimated Cost - \$0 Financing Method - Not Applicable
Beginning Service Date - Not Applicable (see below)

No water facilities are included or needed in the annexation area. Any improvements needed to accommodate any future development will be subject to the policies and programs of Columbus City Utilities.

Sewer Facilities:

Estimated Cost - \$0 Financing Method - Not Applicable

Beginning Service Date - Not Applicable (see below)

No sewer facilities are included or needed in the annexation area. Any improvements needed to accommodate any future development will be subject to the policies and programs of Columbus City Utilities.

Financial and Taxpayer Impacts:

The anticipated financial and taxpayer impacts of the annexation are described below.

The annexation area is wooded, with no development or structures and is anticipated to be added to the adjacent residential lot at 6882 Tipton Lakes Boulevard. As such, broad, long-term taxpayer impact and increased tax revenues are not expected for either Columbus or other units of local government. Future development of the property, while improbable, is possible; however, any affects are indirectly related to the annexation, would likely occur beyond the 4-year time frame of this annexation fiscal plan specified by Indiana Code Sections 36-4-3-13(d)(6), (7), and (8), and are incalculable due to significant unknowns related to development type and density.

Annexation Property Owner Impact:

Tommy & Pat Carothers - Upon annexation, the annexed portion of the parcel would be subject to the additional City of Columbus property tax rate (\$1.0995 / \$100 of Assessed Value in 2024). The 11.05 acres to be annexed represents 15% of the total parcel area. Based on the current \$67,700.00 gross assessed value of the entire property, 15% would be approximately valued at \$10,155 and the annual property taxes due on that portion could increase by approximately \$111.65 as a result of the annexation.

4-Year Columbus Taxpayer Impact: The annexation would have no short-term expected impact on Columbus taxpayers, tax rate, tax levy, expenditures, services levels, or annual debt service payments given (1) the de minimis cost of extending services and (2) minimal additional property tax receipts expected.

4-Year Columbus Tax Revenues: The annexation would have no short-term expected impact on Columbus tax revenues given the minimal additional property tax receipts expected.

4-Year Impacts on Other Units of Local Government and their Taxpayers: The annexation would have no expected short-term impact on other units of local government and/or their taxpayers. Property taxes payable to Bartholomew County, Harrison Township, the Bartholomew Consolidated School Corporation, and the Bartholomew County Public Library are expected to remain unchanged.

4-Year County-wide Impacts: The annexation would have no expected impact on other units of local government and/or their taxpayers that are not associated with the annexation area.



MEMORANDUM

TO: Columbus City Council Members

FROM: Jeff Bergman, AICP
on behalf of the Columbus Plan Commission

DATE: October 2, 2024

RE: Aaron Strickland Annexation & Rezoning
(*Plan Commission Case #ANX-2024-008 and #RZ-2024-010*)

At its September 11, 2024 meeting, the Columbus Plan Commission reviewed the above referenced applications and forwarded each to the City Council with a favorable recommendation by a vote of 8 in favor and 0 opposed.

The applicant requests that an area of +/-11.05 acres be annexed to the City of Columbus and rezoned from AP (Agriculture: Preferred) to RS2 (Residential: Single-Family 2). The Strickland's own the home to the south of the subject property (at 6882 Tipton Lakes Boulevard), which is within the City of Columbus and zoned RS2. They have indicated their desire to purchase this portion of the wooded property to the north in order to combine it with their 3.92-acre lot resulting in a larger home property for themselves. The proposed annexation and rezoning of the 11.05 acres is necessary to match the circumstances of the Strickland's existing lot and facilitate combining the two properties. The Strickland's have not indicated any intent to further develop the resulting, larger property.

Several neighbors from the adjacent Oakbrook neighborhood spoke at the Plan Commission's public hearing on the rezoning. They sought clarifications on the applicant's intentions for the property and verification that their properties would not be disrupted by any new development activity.

The Plan Commission favorable recommendation on the rezoning includes the condition that the subdivision plat combining the subject property with the Strickland's lot be completed and recorded. The rezoning, therefore, would not be finalized until that action is complete.

The following items of information are attached to this memo for your consideration:

1. a proposed ordinance approving the annexation,
2. the resolution certifying the action of the Plan Commission on the annexation,
3. a proposed ordinance approving the rezoning,
4. the resolution certifying the action of the Plan Commission on the rezoning,
5. a copy of the staff report prepared for the Plan Commission, and
6. a location map.

Please feel free to contact me if you have any questions regarding this matter.

ORDINANCE NO.: _____, 2024

**AN ORDINANCE ANNEXING AND DECLARING CERTAIN TERRITORY
TO BE A PART OF THE CITY OF COLUMBUS, INDIANA**

**To be known as the Strickland Annexation
Plan Commission Case No. ANX-2024-008**

WHEREAS, a petition has been filed by Aaron Strickland for the annexation of the property described by Section 1 below; and

WHEREAS, the property subject to the request lies outside of, but is adequately contiguous to, the City of Columbus; and

WHEREAS, the Columbus Plan Commission has, on September 11, 2024, reviewed the request for annexation and forwarded a favorable recommendation to the Common Council; and

WHEREAS, the Common Council of the City of Columbus, Indiana has paid reasonable regard to the requirements of the Indiana Code and the adopted annexation policies of the City of Columbus.

NOW THEREFORE BE IT ORDAINED by the Common Council of the City of Columbus, Indiana, as follows:

SECTION 1: Property Annexed

The following described property, including a total of +/- 11.05 acres, is annexed to and declared to be part of the City of Columbus, Indiana:

A part of the Northeast Quarter of Section 29, Township 9 North, Range 5 East, Bartholomew County, Indiana, being more particularly described as follows:

Beginning at the southwest corner of said quarter section, thence along the west line of said quarter, north, 773.28 feet to the southwest corner of the ABC Learning Center Inc. property; thence along the south line of said ABC and the extension thereof, east, 622.08 feet; thence south, 774.19 feet to the south line of said northeast quarter; thence along said line, west, 622.08 feet to the point of beginning, containing 11.05 acres

The annexation area includes the parcel(s) numbered as follows: The portion of 03-95-29-000-004.000-011 described above.

SECTION 2: Common Council District

Upon the effective date of this ordinance, the property described by Section 1 shall be included in the 2nd Councilmanic District of the City of Columbus, Indiana. The property may, at some future time, be placed in a different Councilmanic District or Districts in accordance with redistricting completed in accordance with Indiana law.

SECTION 3: Repealer

All ordinances or parts thereof in conflict with this ordinance shall be repealed to the extent of such conflict.

SECTION 4: Severability

If any provision, or the application of any provision, of this ordinance is held unconstitutional or invalid the remainder of the ordinance, or the application of such provision to other circumstances, shall be unaffected.

SECTION 5: Effective Date

This ordinance shall be effective after publication of its adoption as provided in Indiana law.

ADOPTED, by the Common Council of the City of Columbus, Indiana, this _____ day of _____ 2024, at _____ o'clock _____ m., by a vote of _____ ayes and _____ nays.

Presiding Officer

ATTEST:

Luann Welmer
Clerk of the City of Columbus, Indiana

The Common Council's vote record sheet also documenting the presentation to and approval of this ordinance by the Mayor is attached to and made a part of this ordinance.

This document was prepared by Jeff Bergman. I, affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Prepared by the City of Columbus - Bartholomew County Planning Department
Jeffrey R. Bergman, AICP #014602 – Planning Director

RESOLUTION: ANX-2024-008

of the City of Columbus, Indiana Plan Commission

regarding

**Case number ANX-2024-008 (Aaron Strickland),
a proposal to annex +/-11.05 acres to the City of Columbus**

WHEREAS, the Plan Commission has received the application referenced above from Aaron Strickland, with the permission of Tommy and Pat Carothers; and

WHEREAS, the applicant(s) represent 100% of the property owners involved in the annexation request, which meets the requirements of Indiana Code Section 36-4-3-5.1 for voluntary annexation; and

WHEREAS, the Plan Commission did, on September 11, 2024, review the annexation request; and


WHEREAS, the Plan Commission did pay reasonable regard to the requirements of the Indiana Code and the adopted annexation policies of the City of Columbus; and

WHEREAS, the Plan Commission recognizes that its action on this matter represents a recommendation to the Common Council of the City of Columbus, Indiana, which will be responsible for final action on the request.

NOW THEREFORE BE IT RESOLVED, by the Plan Commission of the City of Columbus, Indiana, as follows:

The annexation of the property subject to the application (approximately 11.05 acres located north of 6882 Tipton Lakes Boulevard) is forwarded to the Common Council with a favorable recommendation.

**ADOPTED BY THE COLUMBUS, INDIANA PLAN COMMISSION THIS 11th DAY OF
SEPTEMBER, 2024 BY A VOTE OF 8 IN FAVOR AND 0 OPPOSED.**


Michael Kinder, President

ATTEST:


Laura Garrett, Secretary

ORDINANCE NO.: _____, 2024

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF COLUMBUS, INDIANA, REZONING THE SUBJECT PROPERTY
FROM AP (AGRICULTURE: PREFERRED)
TO RS2 (RESIDENTIAL: SINGLE-FAMILY 2)**

**To be known as the: Strickland Rezoning
Plan Commission Case No.: RZ-2024-010**

WHEREAS, this rezoning was requested by Aaron Strickland and includes the consent of all owners of the subject property; and

WHEREAS, the Columbus Plan Commission did, on September 11, 2024, hold a legally advertised public hearing on said request and has certified a favorable recommendation to the Common Council; and

WHEREAS, the Common Council of the City of Columbus, Indiana has considered the criteria contained in Section 12.6(G) of the Columbus & Bartholomew County Zoning Ordinance.

NOW THEREFORE BE IT ORDAINED by the Common Council of the City of Columbus, Indiana, as follows:

SECTION 1: Official Zoning Map

The zoning classification of the following described real estate, which is in the zoning jurisdiction of the City of Columbus, Indiana, shall be changed from AP (Agriculture: Preferred) to RS2 (Residential: Single-Family 2):

A part of the Northeast Quarter of Section 29, Township 9 North, Range 5 East, Bartholomew County, Indiana, being more particularly described as follows:

Beginning at the southwest corner of said quarter section, thence along the west line of said quarter, north, 773.28 feet to the southwest corner of the ABC Learning Center Inc. property; thence along the south line of said ABC and the extension thereof, east, 622.08 feet; thence south, 774.19 feet to the south line of said northeast quarter; thence along said line, west, 622.08 feet to the point of beginning, containing 11.05 acres

SECTION 2: Condition(s) and Commitment(s)

The following condition is attached to and made a part of this rezoning and is required to be fulfilled prior to the rezoning becoming effective: A subdivision plat combining the property subject to this rezoning with the adjacent property to the south at 6882 Tipton Lakes Boulevard shall be completed and recorded.

SECTION 3: Repealer

All ordinances or parts thereof in conflict with this ordinance shall be repealed to the extent of such conflict.

SECTION 4: Severability

If any provision, or the application of any provision, of this ordinance is held unconstitutional or invalid the remainder of the ordinance, or the application of such provision to other circumstances, shall be unaffected.

SECTION 5: Effective Date

After its adoption, this ordinance shall be effective upon and after the date and time that companion Ordinance _____, 2024 annexing the subject property to the City of Columbus is filed and recorded, the fulfillment of any condition(s), and the recording of any commitment(s), as provided in Indiana law.

ADOPTED, by the Common Council of the City of Columbus, Indiana, this _____ day of _____, 2024 at _____ o'clock _____m., by a vote of _____ ayes and _____ nays.

Presiding Officer

ATTEST:

Luann Welmer
Clerk of the City of Columbus, Indiana

The Common Council's vote record sheet also documenting the presentation to and approval of this ordinance by the Mayor is attached to and made a part of this ordinance.

RESOLUTION: RZ-2024-010

of the City of Columbus, Indiana Plan Commission

regarding
**Case number RZ-2024-010
(Aaron Strickland Rezoning),
a proposal to rezone +/-11.05 acres
from AP (Agriculture: Preferred) to RS2 (Residential: Single-Family 2)**

WHEREAS, the Plan Commission has received the application referenced above from Aaron Strickland; and

WHEREAS, the applicant(s) represent 100% of the property owners involved in the rezoning request, which meets the requirements of Indiana Code Section 36-7-4-602(c); and

WHEREAS, the Plan Commission did, on September 11, 2024, hold a public hearing consistent with the applicable requirements of Indiana law, the Columbus & Bartholomew County Zoning Ordinance, and the Plan Commission Rules of Procedure; and

WHEREAS, the Plan Commission did pay reasonable regard to the criteria contained in Section 12.6(G) of the Columbus & Bartholomew County Zoning Ordinance; and

WHEREAS, the Plan Commission recognizes that its action on this matter represents a recommendation to the Common Council of the City of Columbus, Indiana, which will be responsible for final action on the request.

NOW THEREFORE BE IT RESOLVED, by the Plan Commission of the City of Columbus, Indiana, as follows:

- 1) The rezoning of the property subject to the application (approximately 11.05 acres located north of 6882 Tipton Lakes Boulevard) is forwarded to the Common Council with a favorable recommendation.
- 2) This resolution shall serve as the certification required for such ordinance amendments (re-zonings) by Indiana Code Section 36-7-4-605.

**ADOPTED BY THE COLUMBUS, INDIANA PLAN COMMISSION THIS 11th DAY OF
SEPTEMBER, 2024 BY A VOTE OF 8 IN FAVOR AND 0 OPPOSED.**



Michael Kinder, President

ATTEST:



Laura Garrett, Secretary



STAFF REPORT

CITY OF COLUMBUS PLAN COMMISSION (September 11, 2024 Meeting)

Docket No. / Project Title: ANX-2024-008 / RZ-2024-010 (Aaron Strickland)
Staff: Kyra Behrman
Applicant: Aaron Strickland
Property Size: Annexation: 11.05 Acres
Rezoning: 11.05 Acres
Current Zoning: AP (Agriculture: Preferred)
Proposed Zoning: RS2 (Residential: Single-family 2)
Location: The 11.05 acres directly north of 6882 Tipton Lakes Boulevard, in Harrison Township.

Background Summary:

The applicant has indicated that the proposed annexation and re-zoning is for the purpose of combining the subject 11 acres with the applicant's 4 acre lot adjoining to the south. The applicant's current lot is within the Columbus city limits and zoned RS2, with this adjacent property having to match as a pre-requisite to their combination.

Preliminary Staff Recommendation (Annexation):

Favorable recommendation to the City Council. The subject site is in an area that is contiguous to the city limits and can be provided with all city services. The site is in an area designated for residential development by the Comprehensive Plan.

Preliminary Staff Recommendation (Rezoning):

Favorable recommendation to the City Council. Rezoning should be contingent upon the completion of both the annexation and the necessary subdivision combining the subject property with the property to the south at 6882 Tipton Lakes Boulevard.

Plan Commission Options:

Annexation and re-zoning are two separate requests and should be decided separately. In reviewing requests for annexation & rezoning the Plan Commission may (1) forward a favorable recommendation on both or either to the City Council, (2) forward an unfavorable recommendation on both or either to the City Council, (3) forward both or either to City Council with no recommendation, or (4) continue the review to the next Plan Commission meeting. The Plan Commission may recommend that conditions or commitments be attached to the rezoning request. The City Council makes all final decisions regarding annexation & rezoning applications.

Considerations / Decision Criteria (Annexation):

Indiana law requires that, to be eligible for annexation, the external boundary of the area must be at least 12.5% contiguous with the boundary of the City (the property involved in this annexation is 49.9% contiguous with the boundary of the City). In 1990 the City Council adopted the following policies for annexation:

1. Subdivisions which are contiguous to the City should be a part of the City.
2. Land contiguous to the City zoned for commercial or industrial purposes should be annexed to the City before it is developed.
3. Land contiguous to the City used for commercial or industrial purposes should be a part of the City.
4. Undeveloped land required to complement the annexation of developed land and which helps provided the ability to manage growth should be a part of the City.
5. Neighborhoods which are socially, culturally, and economically tied to the City should be a part of the City.
6. The pattern of City boundaries should promote efficient provision of services by the City, the County, and other agencies.
7. Contiguous lands needed for orderly growth and implementation of the City's Comprehensive Plan should be a part of the City.
8. Contiguous lands which are likely to be developed in the relatively near future should be a part of the City.
9. Contiguous lands having the potential for health or safety problems or environmental degradation should be a part of the City and provided with City services.
10. Contiguous properties which, if annexed, would serve to equalize the tax burden for City residents should be a part of the City.

Decision Criteria (Rezoning):

Indiana law and the Columbus Zoning Ordinance require that the Plan Commission and City Council pay reasonable regard to the following when considering a rezoning:

The Comprehensive Plan.

Preliminary Staff Comments: The Comprehensive Plan identifies the future land use for this area as residential and it is consistent with the Comprehensive Plan's policies to encourage orderly growth where city services can be provided. The Comprehensive Plan also encourages development adjacent to already developed areas. The Western Hills character area also encourages conserving the natural wooded features of this area.

The current conditions and the character of current structures and uses in each district.

Preliminary Staff Comments: The subject 11-acre parcel is located on the edge of developed areas of Columbus and rural areas of Bartholomew County. It is directly north of the Oakbrook subdivision and east of Westbrook subdivision; other residential subdivisions (Spring Hill Lake) are located farther south. City Utilities sewer and water service are available to this property.

The most desirable use for which the land in each district is adapted.

Preliminary Staff Comments: The Comprehensive Plan identifies residential for the use of the property and surrounding area. The property is located within a moderate drive, approximately 1.75 miles, from goods and services. However, the applicant wishes to combine the subject site with the parcel that contains his existing home; thereby not creating additional home sites needing to access goods and services.

The conservation of property values throughout the jurisdiction of the City of Columbus.

Preliminary Staff Comments: The property values throughout the City of Columbus should not be impacted in a negative way if the zoning request is approved. The site is within an area where single-family residential use is dominant.

Responsible growth and development.

Preliminary Staff Comments: The property is bordered by the City of Columbus to the south and west and is therefore a responsible extension of residential zoning. The site has adequate infrastructure

availability, including access to a collector street once the site is combined with the existing home of the applicant.

Current Property Information:	
Existing Land Use:	Woods
Existing Site Features:	Woods
Flood Hazards:	No flood hazards exist on this site
Special Circumstances: (Airport Hazard Area, Wellfield Protection Area, etc.)	None
Vehicle Access:	State Road 46 (Principle Arterial, Residential, Suburban) (for the 73-acre parcel of which the subject 11 acres is a part)

Surrounding Zoning and Land Use:		
	Zoning:	Land Use:
North:	AP (Agriculture: Preferred)	ABC-Stewart School Single-family residential
South:	RS2 (Residential: Single-family 2) RS3 (Residential: Single-family 3)	Single-family residential Single-family residential
East:	AP (Agriculture: Preferred)	Wooded / Agriculture
West:	RT (Residential: Two-family)	Single-family residential

Zoning District Summary (Existing / Proposed):		
	Existing Zoning: AP	Proposed Zoning: RS2
Zoning District Intent:	To provide an area suitable for agriculture and agriculture related uses. This district is further intended to preserve the viability of agricultural operations and limit non-agricultural development in areas with minimal incompatible infrastructure.	To provide areas for moderate density single family residences in areas with compatible infrastructure and services. Development in this zoning district should generally be served by sewer and water utilities. Such development should also provide residents with convenient access to Collector and Arterial streets, parks and open space, employment, and convenience goods

Permitted Uses:	Agriculture Uses <ul style="list-style-type: none"> • Farm Residential Uses <ul style="list-style-type: none"> • Single-Family Dwelling Park Uses <ul style="list-style-type: none"> • Nature Preserve / Conservation Area 	Residential Use <ul style="list-style-type: none"> • Single-Family Dwelling Park Uses <ul style="list-style-type: none"> • Nature Preserve / Conservation Area • Park / Playground
Water and Sewer Service:	Not Required	Required
Lot and/or Density Requirements:	1 acre or as needed to provide 2 viable septic sites, whichever is greater.	10,000 square feet
Setbacks Required:	Side Yard Setback: 30 feet Rear Yard Setback: 30 feet. Front Yard Setback: Not applicable.	Side Yard Setback: 5 feet Rear Yard Setback: 5 feet Front Yard Setback: Not applicable.
Height Restrictions:	Primary Structure: 40 feet Accessory Structure: 35 feet	Primary Structure: 40 feet Accessory Structure: 25 feet.
Floor Area Requirements:	1,000 square feet	1,000 square feet
Primary Permanent Signs:	Signs are only permitted for Conditional Uses.	Signs are only permitted for Conditional Uses.

Interdepartmental Review:	
City Engineering:	No comments.

City Utilities:	CCU can provide water and sewer service to the site. There is already water and sewer service available at the parcel to the south. Depending on what the applicant is going to do with the property, they could need additional water/sewer main extensions from Acorn Drive. Developers are responsible for the cost of the water/sewer extensions to serve their developments.
Parks Department:	No comment.
Police Department:	CPD would be able to provide police protection without any increase in resources.
Fire Department:	No comment.
Public Works Department:	No comment.
Animal Care Services:	No comment.
Human Rights Department:	No comment.
City Administration:	No comment.

Comprehensive Plan Consideration(s):

The Future Land Use Map indicates the future use of this property as Residential.

The following Comprehensive Plan goal(s) and/or policy(ies) apply to this application:

1. **POLICY A-2-6:** The City Council should consider annexation proposals on a case-by-case basis within the laws of the State of Indiana and the city's adopted annexation policies. *Annexation increases taxes and increases the pressure for development. Because of requirements of Indiana law, it is sometimes necessary for the city to annex farmland in order to provide for orderly growth, but the city's annexation policies should discourage annexation of farmland except when necessary.*
2. **POLICY A-2-11:** Encourage all new development to be in scale (height, area, mass, setback, etc.) with its surroundings, determined on a neighborhood-by-neighborhood basis. *New development should be designed in a manner that is sensitive to the surroundings.*
3. **POLICY A-2-13:** Encourage growth to take place at a rate that enables the city to maintain the high quality of public services. *Growth that is too rapid would outpace the city's ability to provide services such as police, fire, and trash pick-up, and it would strain facilities such as schools and parks.*
4. **POLICY A-4-6:** Encourage wise use of infrastructure dollars. *There are limited public resources for construction or improvement of streets, sewer systems, water systems, drainage systems, and other similar facilities. These expenditures are affected by the pattern of development, and costs should be considered in conjunction with development proposals.*
5. **POLICY A-4-7:** Require new development to take place in an orderly fashion to facilitate efficient provision of services at reasonable cost. *Public services, such as police and fire protection, school busing, trash pick-up, road maintenance, and snow removal all cost more when development is scattered rather than compact.*

6. **POLICY D-1-3:** Encourage development adjacent to already developed areas. *Compact development contiguous to already developed areas is the most economical and convenient urban form, and the city should encourage that type of development.*

This property is located in the Western Hills character area. The following Planning Principle(s) apply to this application:

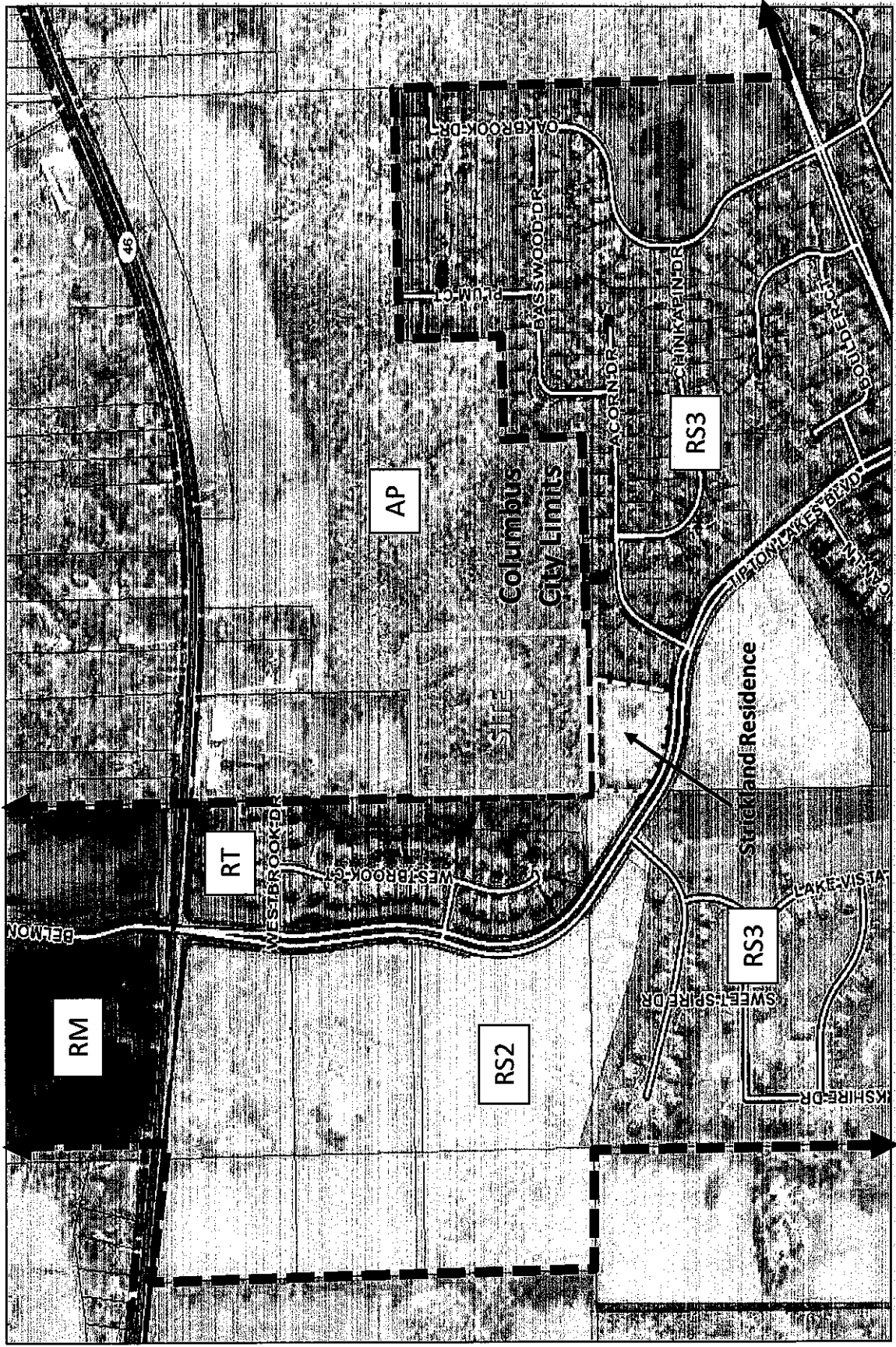
1. Ensure that new development takes place in a manner that preserves natural features such as topography and wooded areas. Clustering should be encouraged.
2. Prohibit commercial development on S.R. 46 west of C.R. 350 W.

Planning Consideration(s):

The following general site considerations, planning concepts, and other facts should be considered in the review of this application:

1. The applicant is requesting to annex and rezone, from AP (Agriculture: Preferred) to RS2 (Residential: Single-Family 2), an 11-acre area directly north of his existing home. The 11-acre area is not currently its own parcel, but rather a portion of a larger 73-acre property.
2. The applicant owns the adjoining 3.92 acre parcel to the south. This parcel contains an existing single-family dwelling. The applicant intends to combine the 11-acre area with the lot that contains his home to result in one larger parcel through an administrative subdivision.
3. The applicant states the immediate proposed use of the 11-acre site is to combine it with the existing residential lot adjoining to the south, which contains the applicant's residence. The applicant intends to build a single accessory structure to serve the existing residence and thereby, not create a zoning violation.
4. The subject 11-acre site is primarily wooded.
5. If the subject property is successfully annexed and approved for rezoning, the petitioner's next step will be to submit an administrative subdivision to the Planning Department for a detailed review, approval and recording.
6. If the subject 11-acres were annexed and rezoned, the remainder of the 73-acre parcel could still be developed and would not be impacted. The existing 73-acre parcel contains approximately 333' of road frontage on SR 46 West. Additionally, area for a stub street 50-feet in width for a future street connection was platted with the development of Oakbrook subdivision. Approximately 1,015 feet farther east in Oakbrook subdivision, is an existing stub-street of Plum Court, also intended for future street connection. All three locations would be available to access the 73-acre parcel whenever it would be developed. The location of the subject 11-acres would not impact the possible configuration of future residential development. The platted stub street is 156 feet from the east property line of the subject 11-acre site. Most lots in the general area range from 124 to 244-feet deep; if the stub street were extended for future development, new lots would still be in character with the existing depths of lots with in Oakbrook subdivision.

Location & Zoning Context (Case #ANX-2024-008 & RZ-2024-010: Strickland)



ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING NEW RATES AND CHARGES FOR THE USE AND SERVICES RENDERED BY THE SEWAGE WORKS SYSTEM OF THE CITY OF COLUMBUS, INDIANA

WHEREAS, the legislative body of the City of Columbus, Indiana, by way of its City Council (the "Common Council") did adopt Ordinance Number 1861, 1961 and established a Utility Service Board (the "Board") pursuant to and consistent with the then existing rules and regulations as established in the relevant Indiana Code sections; and

WHEREAS, the Board manages the Columbus City Utilities (the "Utilities") as a separate legal entity of the City of Columbus (the "City"); and

WHEREAS, all action regarding wastewater rates, fees, services and costs consumers of the Utilities pay for wastewater are first studied and determined by the Board, who then forwards a recommendation to the Common Council, who likewise considers the proposed rates, fees, service and costs and then acts upon the proposal by enactment of an ordinance that alters, modifies or establishes new rates, fees, service fees or costs that consumers pay service provided by the Utilities; and

WHEREAS, rates and fees for wastewater services are NOT subject to the review of the Indiana Utility Regulatory Commission but rather, are determined by the Common Council; and

WHEREAS, the Board commissioned a study of the wastewater system (the "Rate Report") through Baker Tilly Municipal Advisors, who reviewed the Master Plan, previously developed by the Utility, examined present cost of operations, review cost of future projects, cost of ongoing maintenance and system improvements and has made certain recommendation as to the rate modification to the wastewater service, additionally, certain future projects will require bonds necessary to support larger capital projects; and

WHEREAS, such projects and improvement are necessary to maintain a clean and safe wastewater system and maintain the quality of wastewater processing to meet the standards of the Indiana Department of Environmental Management and the U.S. Environmental Protective Agency, both entities who exercise oversight upon the Utilities; and

WHEREAS, the last changes to wastewater rates and charges were last amended by Ordinance No. 13-2021, adopted by the Common Council on June 15, 2021; and

WHEREAS, notice of a public hearing on the proposed rates was given pursuant to Indiana Code 36-9-23, as amended (the "Act"); and

WHEREAS, the public hearing was held before this Common Council on the date hereof, at which time testimony from interested persons was received, after introduction of this ordinance and as provided for in the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, THAT:

SECTION 1. This Common Council hereby finds and determines that, based upon the Rate Report, the existing rates and charges are insufficient to pay all the legal and other necessary expenses incident to the operation of the utility, including maintenance costs, operating charges, upkeep, repairs, depreciation, including increases in such costs, and the payment of principal and interest on bonds, future bonds or other obligations.

SECTION 2. This Common Council finds and determines that the proposed rates set forth in Exhibit A hereto are nondiscriminatory, reasonable and just, and should be adopted.

SECTION 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall be in full force and effect beginning with December 2024 usage and January 2025 billing.

DULY PASSED on this ____ day of _____, 2024, by the Common Council of the City of Columbus, Indiana, by a vote of ____ ayes and ____ nays.

COMMON COUNCIL
CITY OF COLUMBUS, INDIANA

Presiding Officer

ATTEST:

Luann Welmer, Clerk

Presented by me to the Mayor of the City of Columbus for her approval or veto this ____ day of _____, 2024 at _____ o'clock a.m./p.m.

Luann Welmer, Clerk

This Ordinance having been passed by the legislative body and presented to me is approved by me and duly adopted this ____ day of _____, 2024 at _____ o'clock a.m./p.m.

Mary K. Ferdon, Mayor of the City of
Columbus, Indiana

Attest:

Luann Welmer, Clerk

EXHIBIT A - PROPOSED SEWER RATES AND CHARGES

			Proposed		
		Present	Phase I*	Phase II**	Phase III***
Base Charge (Per Month)					
Meter Size:					
5/8	inch meter	\$7.05	\$7.45	\$8.12	\$8.53
1	inch meter	14.08	14.73	16.06	16.86
1 1/2	inch meter	29.51	30.73	33.50	35.18
2	inch meter	49.16	51.10	55.70	58.49
3	inch meter	110.00	114.15	124.42	130.64
4	inch meter	189.54	196.60	214.29	225.00
6	inch meter	428.19	443.95	483.91	508.11
8	inch meter	760.42	788.30	859.25	902.21
10	inch meter	1,186.25	1,229.65	1,340.32	1,407.34
Volumetric Rate (Per 1,000 Gallons)					
Residential and Small Commercial		\$8.33	\$8.78	\$9.57	\$10.05
Large Commercial		6.60	8.01	8.73	9.17
Industrial		5.26	6.33	6.90	7.25
Driftwood Utilities, Inc.		6.16	7.54	8.22	8.63
Septic/Bulk User Rate (Per Gallon)		\$0.0650	\$0.0609	\$0.0664	\$0.0697
Property Not Using Water (Per Month)					
Unmetered user (assumes 4,640 gals.)		\$45.70	\$48.19	\$52.52	\$55.16
Excessive Strength Surcharges					
BOD (>250 mg/l)		\$0.241	\$0.292	\$0.318	\$0.334
SS (>250 mg/l)		0.153	0.366	0.399	0.419
NH3 (>18 mg/l)		2.109	4.171	4.546	4.773
PT (>6 mg/l)		1.567	3.113	3.393	3.563
Additional BOD Monthly Capacity Charges (Total LB BOD Per Month)					
BOD/LB Usage Bracket 1 (68,701 - 137,400)		\$0.00	\$0.04	\$0.04	\$0.04
BOD/LB Usage Bracket 2 (137,401 - 364,110)		0.00	0.12	0.13	0.14
BOD/LB Usage Bracket 3 (364,111 - 580,230)		0.00	0.50	0.55	0.58
BOD/LB All Over (580,231+)		0.00	0.52	0.57	0.60

Present rates and charges per Ordinance No. 13-2021, adopted June 15, 2021.

*Phase I effective for December 2024 usage, January 2025 billing

**Phase II effective for December 2025 usage, January 2026 billing

***Phase III effective for December 2026 usage, January 2027 billing

ATTEST:

I hereby certify that the foregoing within and attached ordinance was duly passed by the Common Council of the City of Columbus, Indiana, at a meeting thereof held on the 1st day of October 2024, by the following vote:

	AYE	NAY	ABSTAIN	ABSENT
Chris Bartels (District 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elaine Hilber (District 2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jerone Wood (District 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frank Miller (District 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Anderson (District 5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Foyst (District 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Josh Burnett (Councilor at Large)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Dell (Councilor at Large)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grace Kestler (Councilor at Large)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The foregoing within and attached ordinance passed by the Common Council of the City of Columbus, Indiana, on the 1st day of October 2024, is presented by me this 2nd day of October 2024, at 10:00 o'clock A.M., to the Mayor of the City of Columbus, Indiana.

Luann Welmer
Clerk of the Common Council

The foregoing within and attached ordinance passed by the Common Council of the City of Columbus, Indiana, on the 1st day of October 2024, is approved by me this ____ day of October 2024, at _____ o'clock _____.M.

Mary K. Ferdon, Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF CERTAIN IMPROVEMENTS FOR THE SEWAGE WORKS SYSTEM OF THE CITY OF COLUMBUS, INDIANA, THE ISSUANCE OF REVENUE BONDS TO PROVIDE THE COST THEREOF, THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH SYSTEM, THE SAFEGUARDING OF THE INTERESTS OF THE OWNERS OF SUCH REVENUE BONDS AND OTHER MATTERS CONNECTED THEREWITH, INCLUDING THE ISSUANCE OF NOTES IN ANTICIPATION OF SUCH BONDS, AND REPEALING ORDINANCES INCONSISTENT HEREWITH.

WHEREAS, the City of Columbus, Indiana (the "City"), has heretofore established, constructed and financed a municipal sewage works system for the purpose of providing for the collection and treatment of wastewater from the City residents and users (the "System") pursuant to IC 36-9-23, as in effect on the issue date of the bond anticipation notes or the bonds, as applicable, which are authorized herein (the "Act"); and

WHEREAS, the Common Council of the City (the "Council") hereby finds: (i) that the acquisition, construction, extension and installation of certain improvements for the System, as set forth in Exhibit A (the "Project"), are necessary; (ii) that plans, specifications and cost estimates for the Project (the "Engineering Reports") have been prepared by an engineer (the "Engineer"), employed for plans, specifications, detailed descriptions and estimates of the costs of the necessary improvements and extensions to the System, and (iii) that the Engineering Reports have been previously adopted and have been or will be submitted to all government authorities having jurisdiction, particularly the Indiana Department of Environmental Management ("IDEM"), if and to the extent IDEM approval is required under Indiana law, and has been approved by the aforesaid government authorities; and

WHEREAS, the estimates prepared and delivered by the Engineer with respect to the costs of acquisition, construction, extension and installation of certain improvements for the System, and including all authorized expenses relating thereto, including the costs of issuance of bonds and bond anticipation notes on account thereof, will be in the estimated amount not to exceed Sixty-One Million Dollars (\$61,000,000) to be financed by the issuance of revenue bonds in an amount not to exceed Sixty-One Million Dollars (\$61,000,000) and bond anticipation notes in an amount not to exceed Eleven Million Dollars (\$11,000,000) and

WHEREAS, the City has advertised or will advertise for and receive bids for the construction of the Project, and such bids will be subject to the determination to acquire, construct and install the Project and obtaining funds for the Project; and

WHEREAS, the Council finds that there are insufficient funds available to pay the cost of the Project, and that cost of the Project is to be financed by certain available funds on hand, if

necessary, and through the issuance of its sewage works revenue bonds, in one or more series (the "Bonds") and, if necessary, its bond anticipation notes (the "BANs"); and

WHEREAS, the City has issued its Sewage Works Refunding Revenue Bonds of 2016 (the "2016 Bonds"), which were authorized by and issued pursuant to Ordinance No. 26 adopted by the Council on August 2, 2016 (the "2016 Ordinance"), which 2016 Bonds constitute a first charge on the Net Revenues (as hereinafter defined) of the System; and

WHEREAS, the City has issued its Sewage Works Refunding Revenue Bonds of 2019 (the "2019 Bonds"), which were authorized and issued pursuant to Ordinance No. 35, 2019 adopted by the Council on September 17, 2019 (the "2019 Ordinance"), which 2019 Bonds constitute a first charge on the Net Revenues of the System; and

WHEREAS, the City has issued its Sewage Works Refunding Revenue Bonds of 2020 (the "2020 Bonds"), which were authorized and issued pursuant to the 2019 Ordinance, which 2020 Bonds constitute a first charge on the Net Revenues of the System; and

WHEREAS, the City has issued its Sewage Works Revenue Bonds, Series 2022A (the "2022A Bonds"), which were authorized and issued pursuant to Ordinance No. 28, adopted by the Council on November 2, 2021 (the "2021 Ordinance"), which 2022A Bonds constitute a first charge on the Net Revenues of the System; and

WHEREAS, the City has issued its Sewage Works Revenue Bonds, Series 2022B (the "2022B Bonds"), which were authorized and issued pursuant to the 2021 Ordinance, which 2022B Bonds constitute a first charge on the Net Revenues of the System; and

WHEREAS, the 2016 Ordinance, the 2019 Ordinance, and the 2021 Ordinance (collectively, the "Prior Ordinances") allow for the issuance of additional bonds payable from revenues of the System and ranking on parity with the 2016 Bonds, the 2019 Bonds, the 2020 Bonds, the 2022A Bonds and the 2022B Bonds (collectively, the "Prior Bonds"); and

WHEREAS, the Council now finds that all conditions precedent to the issuance of the Bonds on a parity with the Prior Bonds have been or will be met; and

WHEREAS, the Council now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of the BANs and the Bonds have been complied with in accordance with the provisions of the Act; and

WHEREAS, the City may enter into a Financial Assistance Agreement, Funding Agreement, Financial Aid Agreement and/or Grant Agreement (collectively, the "Financial Assistance Agreement") with the Indiana Finance Authority (the "Authority") as part of its wastewater loan program, supplemental drinking water and wastewater assistance program, water infrastructure assistance program and/or water infrastructure grant program, established and existing pursuant to IC 5-1.2-1 through 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5 (collectively, the "IFA Program"), pertaining to the Project and the financing of the Project if any bonds are sold to the Authority as part of its IFA Program; and

WHEREAS, the Council understands that for the Project to be permitted to be financed under the IFA Program, the Council, on behalf of the City, must (a) agree to own, operate and maintain the System and the Project for their useful life and (b) represent and warrant to the Authority that the City has no intent to sell, transfer or lease the System or the Project for their useful life; and

WHEREAS, the City may accept other forms of financial assistance, as and if available, from the IFA Program; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the City intends by this ordinance to qualify amounts advanced by the City to the Project for reimbursement from proceeds of the BANs or the Bonds in accordance with the requirements of the Reimbursement Regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, THAT:

SECTION 1. Authorization of Project. The City shall proceed with the completion of the Project in accordance with the Engineering Reports, which is now on file in the office of the Director of Utilities, and is hereby adopted and approved, and by reference made a part of this Ordinance as fully as if the same were attached hereto and incorporated herein. Two (2) copies of the Engineering Report are on file in the office of the Director of Utilities and open for public inspection pursuant to IC 36-1-5-4. The Project shall be constructed pursuant to and in accordance with the Act. The Project shall not be affected by the refunding of any BANs which may be issued pursuant to this Ordinance and any other interim borrowing related to the Project, and the bonds herein authorized shall be issued pursuant to and in accordance with the provisions of the Act. However, in the event the City desires to utilize proceeds of the Bonds for projects other than those contained in Exhibit A attached hereto, the Council shall first approve such projects and modify this Ordinance by adding them to the list in Exhibit A. The term "System," "works", "Utility", "sewage works" and other like terms where used in this Ordinance shall be construed to mean the existing Sewage Works system and all real estate and equipment used in connection therewith and appurtenances thereto, and all extensions, additions and improvements thereto and replacements thereof now or at any time hereafter constructed or acquired, and all other items as defined in the Act, whether from the proceeds of the BANs and bonds herein authorized or otherwise, provided that if the Bonds or BANs are purchased pursuant to the terms of the Financial Assistance Agreement, such term shall mean the Treatment Works (as defined in the Financial Assistance Agreement). The Project shall be carried out in accordance with the plans and specifications heretofore mentioned, which plans and specifications are hereby approved. The Council hereby orders the Project, and the issuance of the Bonds under the Act, in the amount necessary to pay the Costs of the Project, pursuant to and in accordance with the Act, Indiana Code 5-1-14, Indiana Code 5-1.2-1 through Indiana Code 5-1.2-4, Indiana Code 5-1.2-10, Indiana Code 5-1.2-11, Indiana Code 5-1.2-14 and/or Indiana Code 5-1.2-14.5 and other applicable laws relating to the issuance of revenue bonds. The City reasonably expects to reimburse expenditures for the Project with proceeds of the Bonds and this constitutes a declaration of official intent pursuant to Treasury Regulation 1.150-2(e) and Indiana Code 5-1-14-6(c).

In the event the Bonds herein authorized or the BANs are purchased by the Authority as part of the IFA Program, on behalf of the City, the Council hereby (i) agrees to own, operate and maintain the System and the Project for their useful life and (ii) represents and warrants to the Authority that the City has no intent to sell, transfer or lease the System or the Project for their useful life.

SECTION 2. Issuance of BANs and Bonds.

(a) The Bonds shall be issued, in one or more series, in an original principal amount not to exceed Sixty-One Million Dollars (\$61,000,000) designated "City of Columbus, Indiana, Sewage Works Revenue Bonds of ____" [with the year and any series or other references added, revised or removed as appropriate], as negotiable, fully registered bonds, for the purpose of procuring funds to be applied to the costs of the Project, including without limitation reimbursement of preliminary expenses related to the Project and all incidental expenses incurred in connection therewith (all of which are deemed to be a part of the Project), and the costs of selling and issuing the Bonds. Each series of Bonds shall rank on parity with any other series of Bonds issued under this Ordinance and on parity with the Prior Bonds for all purposes upon satisfaction of the conditions set forth in the Prior Ordinances.

(b) The Bonds shall be issued in denominations of Five Thousand Dollars (\$5,000) (except for any Bonds sold to the Authority as part of the IFA Program, such denomination may be One Dollar (\$1)) or any integral multiple thereof, numbered consecutively from 1 upward, and dated as of the first day of the month in which they are sold or the date of delivery, as evidenced by the execution thereof. The Bonds shall bear interest at a rate or rates not exceeding five percent (5.00%) per annum (the exact rate or rates to be determined by bidding or, if applicable, negotiations), and interest shall be payable semiannually on February 15 and August 15 in each year, beginning on the February 15 or August 15 selected by the Controller of the City (the "Fiscal Officer") upon the advice of the City's municipal advisor, as evidenced by delivery of the executed initial issue of the Bonds to the Registrar for authentication. Interest on the Bonds shall be calculated according to a 360-day calendar year containing twelve 30-day months. The Bonds shall mature annually, or shall be subject to mandatory sinking fund redemption, on February 15 of each year through February 15, 2030, and semiannually thereafter on February 15 and August 15. Each series of Bonds shall mature not later than February 15, 2049, or, with respect to any series of Bonds sold to the Authority as part of its IFA Program over a period ending no later than thirty-five (35) years after the dated date of any such Bonds (as determined under the Financial Assistance Agreement for any Bonds sold to the Authority as part of its IFA Program), and in such amounts as will allow the City to meet the coverage and/or amortization requirements of the IFA Program if sold to the Authority as part of its IFA Program. Such debt service schedule for any Bonds sold to the Authority as part of its IFA Program shall be finalized and set forth in the Financial Assistance Agreement. For any Bonds not sold to the Authority as part of its IFA Program, such Bonds may mature in amounts that will produce as level debt service as practicable with Five Thousand Dollar (\$5,000) denominations, taking into account the annual debt service on the Prior Bonds and all other series of Bonds issued under this Ordinance. The amount of Bonds issued shall be determined by the Mayor of the City (the "Executive") and the Fiscal Officer, with the advice of the City's municipal advisor after fixing the amount of the funds of the Utility if any now on hand to be applied to the cost of the Project.

(c) All or a portion of the Bonds may be aggregated into and issued as one or more term bonds. The term bonds will be subject to mandatory sinking fund redemption with sinking fund payments and final maturities corresponding to the serial maturities described above. Sinking fund payments shall be applied to retire a portion of the term bonds as though it were a redemption of serial bonds, and, if more than one term bond of any maturity is outstanding, redemption of such maturity shall be made by lot. Sinking fund redemption payments shall be made in a principal amount equal to such serial maturities, plus accrued interest to the redemption date, but without premium or penalty. For all purposes of this Ordinance, such mandatory sinking fund redemption payments shall be deemed to be required payments of principal which mature on the date of such sinking fund payments. Appropriate changes shall be made in the definitive form of the Bonds, relative to the form of the Bonds contained in this Ordinance, to reflect any mandatory sinking fund redemption and optional redemption terms.

(d) The City has the authority to elect to issue its BAN or BANs if necessary, in lieu of initially issuing all or a portion of Bonds to provide interim construction financing for the Project until permanent financing becomes available or to qualify for financial assistance provided from the IFA Program. The BANs shall be issued pursuant to the provisions of I.C. § 5-1-14-5 or as otherwise permitted by law and approved by the Executive and Fiscal Officer. If so determined by the Executive and Fiscal Officer, the City shall issue its BANs for the purpose of procuring interim financing to apply to the cost of the Project. If the BANs are sold to the Authority through the IFA Program, the Financial Assistance Agreement shall serve as the Bond Anticipation Note Agreement.

(e) The BAN or BANs shall be issued, in one or more series, in an aggregate amount not exceeding Eleven Million Dollars (\$11,000,000) and shall be designated "City of Columbus, Indiana, Sewage Works Bond Anticipation Note of ____" [with the year and any series or other references added, revised or removed as appropriate]. The BANs shall have a maturity not exceeding five (5) years, shall be dated the date of delivery and shall be in denominations of One Dollar (\$1) or integral multiples thereof (or such higher minimum denomination as the Fiscal Officer shall determine prior to the sale of the BANs). The term of the BANs and all renewal BANs may not exceed five years from the date of delivery of the initial BANs. The BANs shall bear interest at a rate or rates not exceeding five percent (5.00%) per annum, and may be sold at a discount not to exceed one percent (1%). The BANs are subject to renewal or extension at an interest rate or rates not to exceed 5.0% per annum (the exact rate or rates to be negotiated with the purchaser of the BANs). The principal of and interest on the BANs shall be payable solely from the issuance of the Bonds and in the manner prescribed by the Act (or, with respect solely to interest, from a pledge of the Net Revenues). The City may also use other revenues or funds of the City legally available therefor, if any, including amounts available to the City out of federal or state funds available for application to the Project, for payment of the principal of the BANs; provided, however, that no funds other than proceeds from the issuance and sale of the Bonds, if and when issued, are pledged to the payment of principal of the BANs. BAN interest shall be calculated according to a 360-day calendar year containing twelve 30-day months. The BANs shall be subject to early redemption on or after any date selected by the Executive or Fiscal Officer prior to their issuance, upon seven (7) days' notice to the owner of such BAN, without a premium. BANs shall be in a customary form as approved by the Executive and Fiscal Officer.

(f) It shall not be necessary for the City to repeat the procedures for the issuance of its Bonds; the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs. The City shall issue the Bonds described and authorized in this Ordinance to discharge its obligations under the BAN and BANs at or before the maturity date of the BAN or BANs.

The City may receive payment for the Bonds and BANs in installments. With respect to any Bonds sold to the Authority as part of the IFA Program, to the extent that (a) the total principal amount of the Bonds is not paid by the purchaser or drawn down by the City or (b) proceeds remain in the Project Fund and are not applied to the Project (or any modifications or additions thereto approved by IDEM and the Authority) as of the date no additional amounts may be drawn under the Financial Assistance Agreement, the remaining Bond maturities shall be reduced in a manner that will effect as level debt service as practicable for such remaining maturities in a manner consistent with how the initial maturities were fixed, provided however such shall in any case be consistent with the Financial Assistance Agreement.

Notwithstanding anything contained herein, the City may accept any other forms of financial assistance, as and if available, from the IFA Program (including without limitation (1) any forgivable loans, grants or other assistance whether available as an alternative to any Bond or BAN related provision otherwise provided for herein or as a supplement or addition thereto and (2) one or more series or combination of series of Bonds and/or BANs). If required by the IFA Program to be eligible for such financial assistance, one or more of the series of Bonds or BANs issued hereunder may be issued on a basis such that the payment of the principal of or interest on (or both) such series of Bonds is junior and subordinate to the payment of the principal of and interest on other series of Bonds issued hereunder (and/or any other revenue bonds secured by a pledge of Net Revenue, whether now outstanding or hereafter issued), all as provided by the terms of such series of Bonds as modified pursuant to this authorization. Such financial assistance, if any, shall be as provided in the Financial Assistance Agreement and the Bonds of each series of Bonds and the BANs of each series of BANs issued hereunder (including any modification made pursuant to the authorization in this paragraph to the form of Bond otherwise contained herein).

SECTION 3. Pledge of Net Revenues; Payment of Principal and Interest. The Bonds, and any hereafter issued bonds ranking on a parity therewith, as to principal, premium, if any, and interest, shall be payable solely from and are hereby secured by an irrevocable pledge of and shall constitute a charge upon all the net revenues (defined as gross revenues, inclusive of System Development Charges (as hereinafter defined), after deduction only for the payment of the reasonable expenses of operation, repair and maintenance but not including depreciation and payments in lieu of taxes) of the works (the "Net Revenues"), on a parity with the Prior Bonds for all purposes. For purposes of this Ordinance, "System Development Charges" shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges that are available for deposit under this ordinance; provided, however, that any System Development Charges that are enacted under IC 36-9-23-29, shall be considered as Net Revenues of the sewage works. The City shall not be obligated to pay the Bonds, any BANs or the interest thereon, except from the Net Revenues, and the Bonds and any BANs shall not constitute an indebtedness of the City within the meaning of the provisions and limitations of the constitution of the State of Indiana.

All payments of interest on the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the first (1st) day of the month including an interest payment date (the "Record Date") at the addresses as they appear on the registration and transfer books of the City kept for that purpose by the Registrar (the "Registration Record") or at such other address as is provided to the Paying Agent in writing by such registered owner. Each registered owner of \$1,000,000 or more in principal amount of the Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All principal payments and premium payments, if any, on the Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of \$1,000,000 or more in principal amount of the Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date. If the Bonds or BANs are purchased by the Authority as part of the IFA Program, the principal of and interest on the Bonds or BANs shall be paid by wire transfer to such financial institution if and as directed by the Authority as of the due date of such payment or if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Authority is the owner of the Bonds or BANs, such Bonds or BANs shall be presented for payment as directed by the Authority.

Interest on the Bonds or BANs sold to the Authority shall be paid from the dates of payment for the Bonds or BANs. Interest on Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such Bonds are authenticated after the Record Date for an interest payment date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

SECTION 4. Transfer and Exchange of Bonds and BANs. Each Bond or BAN shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of such Bond or BAN, together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered Bond or Bonds, or BAN or BANs, in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the names of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The City, the Registrar and the Paying Agent may treat and consider the persons in whose names such Bonds or BANs are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest and premium, if any, due thereon.

In the event any Bond or BAN is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the Bond or BAN for which it was issued, provided that, in the case of any mutilated Bond

or BAN, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Fiscal Officer and the Registrar, together with indemnity satisfactory to them. In the event any such Bond or BAN shall have matured, instead of issuing a duplicate bond, the City and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The City and the Registrar may charge the owner of such Bond or BAN with their reasonable fees and expenses in this connection. Any Bond or BAN issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the City, whether or not the lost, stolen or destroyed Bond or BAN shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Bond or BAN issued hereunder.

SECTION 5. Registrar and Paying Agent. The Fiscal Officer is hereby authorized to serve as, or to appoint a qualified financial institution to serve as, Registrar and Paying Agent for the Bonds and any BANs (together with any successor, the "Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds and any BANs, and shall keep and maintain the Registration Record at its office. The Fiscal Officer is hereby authorized to enter into such agreements or understandings with any such institution as will enable the institution to perform the services required of a Registrar and Paying Agent. The Fiscal Officer is further authorized to pay such fees and the institution may charge for the services it provides as Registrar and Paying Agent and such fees may be paid from the Sewage Works Bond Sinking Fund established to pay the principal of and interest on the Bonds and any BANs as fiscal agency charges.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days' written notice to the City and by first-class mail to each registered owner of the Bonds and any BANs then outstanding, and such resignation will take effect at the end of such thirty (30) days' or upon the earlier appointment of a successor Registrar and Paying Agent by the City. Such notice to the City may be served personally or sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the City, in which event the City may appoint a successor Registrar and Paying Agent. The City shall notify each registered owner of the Bonds and any BANs then outstanding of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Bonds and any BANs shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the Bonds and any BANs, cash and investments related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent.

SECTION 6. Terms of Redemption. The Bonds may be made redeemable at the option of the City (a) on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the City, for any Bonds not purchased by the Authority as part of the IFA Program, and (b) on sixty (60) days' notice in whole or in part, in inverse order of maturities for any Bonds purchased by the Authority as part of the IFA Program, and in each case, by lot within a maturity, on dates and with premiums, if any, and other terms as finally determined by the Executive and the Fiscal Officer with the advice of the City's Municipal advisor, as evidenced by delivery of the executed initial issue of the Bonds to the Registrar for authentication; provided, however if the Bonds are sold to the IFA Program and registered in the name of the Authority, the Bonds shall be

redeemable at the option of the City but no sooner than ten (10) years after their date of delivery and may not be redeemable at the option of the City unless and until consented to by the Authority. Such determination shall be made and fixed separately for each series of Bonds issued.

Notice of redemption shall be mailed by first-class mail to the address of each registered owner of a Bond to be redeemed as shown on the Registration Record not more than (a) sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption for any Bonds not purchased by the Authority as part of the IFA Program, and (b) not more than ninety (90) days and not less than sixty (60) days prior to the date fixed for redemption for any Bonds purchased by the Authority as part of the IFA Program, and in each case except to the extent such redemption notice is waived by owners of the Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond shall not affect the validity of any proceedings for the redemption of any other Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such Bonds shall no longer be protected by this Ordinance and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any Bond without charge to the holder thereof.

SECTION 7. Execution and Negotiability. The Bonds and any BANs shall be signed in the name of the City by the manual or facsimile signature of the Executive, and attested by the manual or facsimile signature of the Fiscal Officer, who also shall affix the seal of the City manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears thereon shall cease to be such officer before the delivery of the Bonds and any BANs, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery.

The Bonds and any BANs shall also be authenticated by the manual signature of the Registrar, and no Bond or BAN shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

The Bonds and any BANs shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Indiana, subject to the provisions for registration herein.

SECTION 8. Authorization for Book-Entry System. The Bonds and any BANs may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the City from time to time (the "Clearing Agency"), without physical distribution of bonds to the purchasers. The following provisions of this Section apply in such event.

One definitive Bond or BAN of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The City and Registrar may, in connection herewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the Bonds and any BANs as are necessary or appropriate to accomplish or recognize such book-entry form Bonds and any BANs.

During any time that the Bonds and any BANs are held in book-entry form on the books of a Clearing Agency, (1) any such Bond or BAN may be registered upon Registration Record in the name of such Clearing Agency, or any nominee thereof, including Cede & Co.; (2) the Clearing Agency in whose name such Bond or BAN is so registered shall be, and the City and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such Bond or BAN for all purposes of this Ordinance, including, without limitation, the receiving of payment of the principal of and interest and premium, if any, on such Bond or BAN, the receiving of notice and the giving of consent; (3) neither the City nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any Bond or BAN, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any Bond or BAN or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any Bond or BAN, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any Bond or BAN called for partial redemption, if any, prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the City receives notice from the Clearing Agency which is currently the registered owner of the Bonds and any BANs to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the Bonds and any BANs, or the City elects to discontinue its use of such Clearing Agency as a Clearing Agency for the Bonds and any BANs, then the City and the Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Bonds and any BANs, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the Bonds and any BANs and to transfer the ownership of each of the Bonds and any BANs to such person or persons, including any other Clearing Agency, as the holder of the Bonds and any BANs may direct in accordance with this Ordinance. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the Bonds and any BANs, shall be paid by the City.

During any time that the Bonds and any BANs are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of the Bonds and any BANs as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a Bond or BAN has been obtained, the Registrar shall be entitled to treat the beneficial owners of the Bonds and any BANs as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this Ordinance.

The principal of and premium, if any, on this bond are payable at the principal office of _____ (the "Registrar" or "Paying Agent"), in _____. All payments of interest on this bond shall be paid by check mailed one business day prior to the interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Notwithstanding the foregoing to the contrary, if payment of this Bond is made to the Indiana Finance Authority under the terms of the Financial Assistance Agreement, all payments of principal and interest hereon shall be made by wire transfer for deposit to a financial institution as directed by the Indiana Finance Authority as of the due date or if such due date is a day when financial institutions are not open for business on the business day immediately after such due date to the registered owner hereof at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the registered owner.]

[As follows if not sold pursuant to a Financial Assistance Agreement]

Interest <u>Rate</u>	Maturity <u>Date</u>	Original <u>Date</u>	Authentication <u>Date</u>	<u>CUSIP</u>
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REGISTERED OWNER:

PRINCIPAL SUM:

The City of Columbus, in Bartholomew County, State of Indiana (the "City"), for value received, hereby promises to pay to the Registered Owner set forth above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond be subject to and be called for redemption prior to maturity as hereafter provided), and to pay interest hereon until the Principal Sum shall be fully paid at the Interest Rate per annum set forth above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the first day of the month including an interest payment date (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____ 1, 20__, in which case it shall bear interest from the Original Date, which interest is payable semiannually on February 15 and August 15 of each year, beginning on _____ 15, 20__. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of and premium, if any, on this bond are payable at the principal office of the Controller of the City of Columbus [the principal office of the financial institution so appointed] (the "Registrar" or "Paying Agent"), in Indianapolis, Indiana. All payments of interest on this bond shall be paid by check mailed one business day prior to the interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each Registered Owner of \$1,000,000 or more in principal amount of bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All payments of principal of, and premium, if any, on this bond shall be made upon surrender thereof at the principal office of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a Registered Owner of \$1,000,000 or more in principal amount of the Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.]

THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE HEREINAFTER DESCRIBED SPECIAL FUND, AND NEITHER THIS BOND NOR THE ISSUE OF WHICH IT IS A PART SHALL IN ANY RESPECT CONSTITUTE A CORPORATE INDEBTEDNESS OF THE CITY WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

This bond is one of an authorized issue of bonds of the City of Columbus, of Bartholomew County, Indiana, of like date, tenor and effect except as to denomination, numbering, rates of interest, redemption terms and dates of

maturity, aggregating _____ Dollars (\$ _____), numbered consecutively from 1 upward (the "Bonds"), issued for the purpose of providing funds to be applied for construction and acquisition of certain improvements to the sewage works (the "Project"), and to pay incidental expenses and costs of issuance of the Bonds. This bond is issued pursuant to an ordinance adopted by the Common Council of said City on the ____ day of _____, 2024, entitled "An Ordinance of the of the Common Council of the City of Columbus, Indiana Authorizing the Acquisition, Construction and Installation of Certain Improvements for the Sewage Works System of the City of Columbus, Indiana, the Issuance of Revenue Bonds to Provide the Cost Thereof, the Collection, Segregation and Distribution of the Revenues of such System, the Safeguarding of the Interests of the Owners of such Revenue Bonds and Other Matters Connected Therewith, Including the Issuance of Notes in Anticipation of such Bonds, and Repealing Ordinances Inconsistence Herewith" (the "Ordinance"), and in accordance with the provisions of Indiana law, including without limitation Indiana 36-9-23, and other applicable laws, as amended (the "Act"), all as more particularly described in the Ordinance. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Ordinance and the Act.

Pursuant to the provisions of the Act and the Ordinance, the principal of and interest on this bond and all other bonds of said issue and any hereafter issued bonds ranking on a parity therewith are payable solely from the Sewage Works Bond Sinking Fund Sinking Fund (the "Sewage Works Bond Sinking Fund") maintained under the Ordinance to be provided from the Net Revenues (defined as gross revenues, inclusive of System Development Charges (as defined in the Ordinance), of the works after deduction only for the payment of the reasonable expenses of operation, repair and maintenance excluding depreciation and payments in lieu of taxes) of the works, including all additions and improvements thereto and replacements thereof subsequently constructed or acquired on a basis that is on a parity with the Prior Bonds.

[Reference is hereby made to the Financial Assistance Agreement, as amended from time to time, between the City and the Indiana Finance Authority as to certain terms and covenants pertaining to the Project and this Bond (the "Financial Assistance Agreement").]

The City irrevocably pledges the entire Net Revenues of the works to the prompt payment of the principal of and interest on the Bonds on a parity with the payment of the principal of and interest on the City of Columbus, Indiana Sewage Works Refunding Revenue Bonds of 2016 (the "2016 Bonds"), the City of Columbus, Indiana Sewage Works Refunding Revenue Bonds of 2019 (the "2019 Bonds"), the City of Columbus, Indiana Sewage Works Refunding Revenue Bonds of 2020 (the "2020 Bonds"), the City of Columbus, Indiana Sewage Works Revenue Bonds, Series 2022A (the "2022A Bonds") and the City of Columbus, Indiana Sewage Works Revenue Bonds, Series 2022B (the "2022B Bonds") (the 2016 Bonds, the 2019 Bonds, the 2020 Bonds, the 2022A Bonds and the 2022B Bonds, collectively, the "Prior Bonds") as authorized by the Prior Ordinances (as defined in the Ordinance) and any hereafter issued bonds ranking on a parity therewith, to the extent necessary for such purposes, and covenants that it will establish proper rates and charges for services rendered by the Utility (as defined in the Ordinance) as are sufficient in each year for the payment of the proper [Operation and Maintenance (as defined in the Financial Assistance Agreement) of the Utility] [and reasonable expenses of operation, repair and maintenance of the works] and for the payment of the sums required to be paid into the Sewage Works Bond Sinking Fund under the provisions of the Act and the Ordinance. If the City or the proper officers thereof shall fail or refuse to so fix and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this bond, the owner of this bond shall have all of the rights and remedies provided for in the Act.

The City covenants that for so long as the Bonds and any hereafter issued bonds ranking on a parity therewith remain outstanding it will set aside and pay into the Sewage Works Bond Sinking Fund a sufficient amount of the Net Revenues for the payment of (a) the principal of and interest on all bonds which by their terms are payable from the Net Revenues, as such principal and interest shall fall due, (b) the necessary fiscal agency charges for paying bonds and (c) an additional amount as a margin of safety to accumulate and maintain the reserve required by the Ordinance. Such required payments of the Bonds and any hereafter issued bonds ranking on a parity therewith, shall constitute a first charge upon all the Net Revenues. Reference is made to the Ordinance for a more complete statement of the revenues from which and conditions under which this bond is payable, a statement of the conditions on which obligations may hereafter be issued on parity with this bond, the manner in which the Ordinance may be amended and the general covenants and provisions pursuant to which this bond has been issued.

The bonds of this issue maturing on and after _____ 15, 20__ are redeemable at the option of the City on _____, 20__ or any date thereafter, on [sixty (60)] [thirty (30)] days' notice, in whole or in part, [in inverse order of maturities] [in any order of maturities selected by the City] and by lot within a maturity, at 100% of face value, together with the following premiums:

_____% if redeemed on _____ 15, 20__, or thereafter
on or before _____, 20__;
_____% if redeemed on _____ 15, 20__, or thereafter
on or before _____, 20__;
_____% if redeemed on _____ 15, 20__, or thereafter
prior to maturity;

plus accrued interest to the date fixed for redemption[]; provided however if the Bonds are registered in the name of the Authority, the Bonds shall not be redeemable at the option of the City unless and until consented to by the Authority]. Each minimum authorized denomination in principal amount shall be considered a separate bond for purposes of partial redemption.

[The bonds maturing on _____ 15, 20__ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof, plus accrued interest, on _____ 15 in the years and in the amounts set forth below:

<u>Year</u>	<u>Amount</u>
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*

* Final Maturity]

Notice of such redemption shall be mailed by first-class mail not more than [ninety (90)] [sixty (60)] days and not less than [sixty (60)] [thirty (30)] days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the City except to the extent such redemption notice is waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price [and the CUSIP numbers] of the bonds called for redemption. The place of redemption may be determined by the City. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Ordinance and shall not be deemed to be outstanding thereunder.

This bond is subject to defeasance prior to payment or redemption as provided in the Ordinance.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the City shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the registration record kept for that purpose at the office of the Registrar by the Registered Owner in person, or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or such attorney, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. This bond may be transferred or exchanged without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The City, the Registrar, the Paying Agent and any other registrar or paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including

for the purpose of receiving payment of, or on account of, the principal hereof and interest and premium, if any, due hereon.

The bonds maturing on any maturity date are issuable only in the denomination of [\$1.00] [\$5,000] or any integral multiple thereof.

[A Continuing Disclosure Contract from the City to each registered owner or holder of any bond, dated as of the date of initial issuance of the Bonds (the "Contract"), has been executed by the City, a copy of which is available from the City and the terms of which are incorporated herein by this reference. The Contract contains certain promises of the City to each registered owner or holder of any bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the City of Columbus, in Bartholomew County, Indiana, has caused this bond to be executed in its corporate name by the manual or facsimile signature of its Mayor, its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by its Controller.

CITY OF COLUMBUS, INDIANA

By: _____
Mayor

(SEAL)

ATTEST:

Controller

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

It is hereby certified that this bond is one of the bonds described in the within-mentioned Ordinance duly authenticated by the Registrar.

as Registrar

By: _____
Authorized Representative

The following abbreviations, when used in the inscription of the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM. as tenants in common

as part of its IFA Program, or to the Indiana Bond Bank pursuant to I.C. 5-1.5, as determined by the Executive and Fiscal Officer. If sold in a competitive sale, the Fiscal Officer shall cause to be published either (i) a notice of sale once each week for two consecutive weeks in accordance with I.C. §5-3-1-2, in which case the date fixed for the sale shall not be earlier than fifteen (15) days after the first of such publications and not earlier than three (3) days after the second of such publications, or (ii) a notice of intent to sell bonds once each week for two weeks in accordance with I.C. §5-1-11-2 and I.C. §5-3-1-4 and in a newspaper of general circulation published in the State capital, in which case bids may not be received more than ninety (90) days after the first of such publications. Said sale notice shall state the time and place of sale, the purpose for which the Bonds are being issued, the total amount thereof, the amount and date of each maturity, the maximum rate or rates of interest thereon, their denominations, the time and place of payment, the terms and conditions upon which bids will be received and the sale made and such other information as is required by law or as the Fiscal Officer shall deem necessary.

If sold by a competitive sale, bids for the Bonds (or series thereof) shall be sealed and shall be presented to the Fiscal Officer in accord with the terms set forth in the sale notice. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, which shall be the same for all Bonds maturing on the same date and the interest rate bid on any maturity of the Bonds must be no less than the interest rate bid on any and all prior maturities, not exceeding five percent (5.00%) per annum, and such interest rate or rates shall be in multiples of one-eighth ($\frac{1}{8}$) or one hundredth ($\frac{1}{100}$) of one percent. The Fiscal Officer shall award the Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine percent (99.0%) of the par value of the Bonds, plus accrued interest, shall be considered. The Fiscal Officer may require that all bids be accompanied by certified or cashier's checks payable to the order of the City, or a surety bond, in an amount not to exceed one percent of the aggregate principal amount of the Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without readvertisement; provided, however, that if said sale is continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. Fiscal Officer shall have full right to reject any and all bids.

If the Bonds (or series thereof) are sold by negotiated sale, the Executive is authorized to negotiate and execute a bond purchase agreement with one or more selected purchaser(s) on terms recommended by the City's municipal advisor, consistent with the parameters set forth in this Ordinance.

After the Bonds have been properly sold and executed, the Fiscal Officer shall receive from the purchasers payment for the Bonds and shall provide for delivery of the Bonds to the purchasers.

(b) The Bonds, when fully paid for and delivered to the purchaser shall be the binding special revenue obligations of the City, payable out of the Net Revenues. The proper officers of the City are hereby directed to sell the Bonds to the purchaser, to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this Ordinance.

(c) If necessary, the Executive and the Fiscal Officer each are hereby authorized to deem final an official statement with respect to the Bonds (or series thereof), as of its date, in accordance with the provisions of Rule 15c2-12 of the U.S. Securities and Exchange Commission, as amended (the "SEC Rule"), subject to completion as permitted by the SEC Rule, and the City further authorizes the distribution of the deemed final official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Executive or the Fiscal Officer in the form of a final official statement.

In order to assist any underwriter of the Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available appropriate disclosure about the City and the Bonds to participants in the municipal securities market, the City hereby covenants, agrees and undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC Rule or otherwise exempted from the provisions of paragraph (b)(5) of the SEC Rule, that it will comply with and carry out all of the provisions of the continuing disclosure contract. "Continuing disclosure contract" shall mean that certain continuing disclosure contract executed by the City and dated the date of issuance of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The execution and delivery by the City of the continuing disclosure contract, and the performance by the City of its obligations thereunder by or through any employee or agent of the City, are hereby approved, and the City shall comply with and carry out the terms thereof.

(d) The Fiscal Officer is hereby authorized and directed to obtain a legal opinion as to the validity of the Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the Bonds or to cause a copy of said legal opinion to be printed on each Bond. The cost of such opinion shall be paid out of the proceeds of the Bonds.

(e) In connection with the sale of the Bonds, the Executive and the Fiscal Officer each are authorized to take such actions and to execute and deliver such agreements and instruments as they deem advisable to obtain a rating and/or to obtain bond insurance for the Bonds, and the taking of such actions and the execution and delivery of such agreements and instruments are hereby approved.

(f) In connection with the sale of the BANs, the Executive and the Fiscal Officer each are authorized to take all or a part of the same authorized actions, and to execute and deliver the agreements and instruments, as they deem advisable with respect to the BANs to the same extent as if the foregoing provisions of this Section applicable to the Bonds were applied to the sale of the BANs, provided they shall not be required to take each and every such act as would relate to the Bonds unless by law it is required with respect to the BANs.

(g) Notwithstanding anything in this Ordinance and in lieu of a public sale of the Bonds pursuant to this Section, the Bonds (or series thereof) may, in the discretion of the Fiscal Officer, based upon the advice of the City's municipal advisor, be sold to the Indiana Bond Bank or to the Authority as part of the IFA Program. In the event of such determination of sale to the Indiana Bond Bank, the Bonds shall be sold to the Indiana Bond Bank in such denomination or denominations as the Indiana Bond Bank may request, and pursuant to a qualified entity purchase agreement (the "Purchase Agreement") between the City and the Indiana Bond Bank, hereby authorized to be entered into and executed by the Executive on behalf of the City, and attested by

the Fiscal Officer, subsequent to the date of the adoption of this Ordinance. Such Purchase Agreement may set forth the definitive terms and conditions for such sale, but all of such terms and conditions must be consistent with the terms and conditions of this Ordinance, including without limitation, the interest rate or rates on the Bonds which shall not exceed the maximum rate of interest for the Bonds authorized pursuant to this Ordinance. Bonds sold to the Indiana Bond Bank shall be accompanied by all documentation required by the Indiana Bond Bank pursuant to the provisions of Indiana Code 5-1.5 and the Purchase Agreement, including, without limitation, an approving opinion of nationally recognized bond counsel, certification and guarantee of signatures and certification as to no litigation pending, as of the date of delivery of the Bonds to the Indiana Bond Bank, challenging the validity or issuance of the Bonds. In the event the Fiscal Officer determines to sell the Bonds to the Indiana Bond Bank, the submission of an application to the Indiana Bond Bank, the entry by the City into the Purchase Agreement, and the execution and delivery of the Purchase Agreement on behalf of the City by the Executive in accordance with this Ordinance are hereby authorized, approved and ratified.

In the event of such determination of sale to the Authority as part of the IFA Program, the Executive and Fiscal Officer with the advice of the City's municipal advisor are hereby authorized to (i) submit an application to the IFA Program, (ii) negotiate the terms of and execute and deliver a Financial Assistance Agreement between the City and the Authority pursuant to Indiana Code 5-1.2-1 through Indiana Code 5-1.2-4, Indiana Code 5-1.2-10, Indiana Code 5-1.2-11, Indiana Code 5-1.2-14 and/or Indiana Code 5-1.2-14.5 (in a form substantially similar to that attached hereto as Exhibit B, but with such changes in form or substances as such officials may approve, as conclusively evidenced by their signature thereof) (including any amendment thereof), and (iii) sell one or more series of the Bonds upon such terms as are acceptable to the Executive and the Fiscal Officer consistent with the terms of this Ordinance. The Financial Assistance Agreement (including any amendment thereof) for one or more series of the Bonds and the Project shall be executed by the Executive and Fiscal Officer and the Authority. The Executive and the Fiscal Officer are hereby authorized to execute and deliver an amended and restated Financial Assistance Agreement or a subsequent Financial Assistance Agreement if an earlier series of Bonds has been purchased by the Authority and may approve any changes in form or substance to Financial Assistance Agreement as they determined to be necessary or desirable in connection therewith, and such approval shall be conclusively evidenced by its execution.

SECTION 11. Use of Proceeds. Any accrued interest received at the time of delivery of the Bonds or BANs (and, if deemed by the Executive or the Fiscal Officer to be in excess of Project needs, any premium), shall be deposited in the Sewage Works Bond Sinking Fund (as hereafter defined) and applied to payments on the Bonds and any BANs on the first interest payment date. A portion of the proceeds from the sale of the Bonds or any BANs may be used to refinance all or a portion of the outstanding City of Columbus, Indiana, Sewage Works Bonds Anticipation Notes of 2022, issued on December 20, 2022. The remaining proceeds from the sale of the Bonds and any BANs shall be deposited in a fund of the Utility hereby created and designated as "City of Columbus, Indiana Sewage Works Bond Project Fund" (the "Project Fund") or applied to the payment of costs of the Project as contemplated by the Financial Assistance Agreement. The proceeds deposited in the Project Fund, together with all investment earnings thereon, shall be expended only for the purpose of paying the costs of the Project, refunding the BANs if issued and the costs of selling and issuing the Bonds and any BANs, including the premium for any bond insurance obtained for the Bonds.

The City hereby declares that it reasonably expects to reimburse the City's advances to the Project from proceeds of any BANs or the Bonds, as anticipated by this Ordinance, and such declaration shall be deemed one within the meaning of the Reimbursement Regulations.

Any balance remaining in the Project Fund after the completion of the Project which is not required to meet unpaid obligations incurred in connection therewith and on account of the sale and issuance of the Bonds shall be paid (a) paid into the Sewage Works Bond Sinking Fund (to be part of the hereinafter referenced Principal and Interest Amount) or (b) used for the same purpose or type of project for which the Bonds were originally issued, all in accordance with I.C. 5-1-13, as amended or as otherwise permitted by law.

SECTION 12. Revenue Fund. There is hereby continued from the Prior Ordinances a fund known as the "City of Columbus, Sewage Works Revenue Fund" (the "Revenue Fund"). The City shall segregate, deposit and keep in the Revenue Fund, separate and apart from all other funds of the City, all income and revenues (including any System Development Charges) received on account of the Sewage Works, to be used and applied in the operation, repair and maintenance thereof, in the payment of the principal of and interest on the bonds payable from the Net Revenues of the Sewage Works, in the maintenance of a reserve for such payment, in maintaining an improvement account, and for other purposes of the Sewage Works. All monies deposited in the Revenue Fund may be invested in accordance with IC 5-13-9 and other applicable laws. The Revenue Fund shall be maintained separate and apart from all other accounts of the City and, other than as provided by Section 15 herein, no monies derived from the revenues of the Sewage Works shall be transferred to the General Fund of the City or be used for any purpose not connected with the Sewage Works.

SECTION 13. O & M Fund. On the last day of each month a sufficient amount of money shall be set aside and transferred from the Revenue Fund and deposited into a fund previously established and designated and continued hereby as the "City of Columbus, Sewage Works O & M Fund" (the "O & M Fund"), so that the balance in the O & M Fund shall be sufficient to pay the expenses of operation, repair and maintenance of the Sewage Works for the then next succeeding two (2) calendar months. The monies credited to the O & M Fund shall be used for the payment of the current necessary and reasonable expenses of operation, repair and maintenance of the Sewage Works, not including depreciation and payments in lieu of taxes. Any monies in the O & M Fund in excess of the expected expenses of operation, repair and maintenance for the next succeeding two months may be transferred to the Sewage Works Bond Sinking Fund (as defined herein) necessary to prevent a default in the payment of the principal of or interest on the Bonds, the Prior Bonds, and any Future Parity Bonds (as hereinafter defined).

SECTION 14. Sewage Works Bond Sinking Fund. A special fund designated "Sewage Works Bond Sinking Fund" was previously established and continued hereby and constituted as the sinking fund, as required by the Act, for the payment of the principal of and interest on any outstanding Prior Bonds, the Bonds and any Future Parity Bonds, or any other bonds subordinate thereto, and for the payment of any fiscal agency charges in connection with the payment of the principal of or interest on such bonds. The Sewage Works Bond Sinking Fund shall be continued until all of the bonds payable from the net revenues of the Sewage Works have been paid. The Sewage Works Bond Sinking Fund shall consist of a Debt Service Account and separate Reserve Accounts securing specified series of bonds payable from the Net Revenues of

the Sewage Works. After making the required monthly payments into the O & M Fund pursuant to Section 13 of this Ordinance, Net Revenues of the Sewage Works shall be transferred from the Revenue Fund and paid and deposited into the Debt Service Account of the Sewage Works Bond Sinking Fund monthly, as available, in an amount sufficient for the payment of (a) the interest on any outstanding Prior Bonds, the Bonds and any Future Parity Bonds; (b) the principal of any outstanding Prior Bonds, the Bonds and any Future Parity Bonds; and (c) the necessary fiscal agency charges for paying the principal of and interest on any outstanding Prior Bonds, the Bonds and any bonds hereafter issued and payable by the terms from the Net Revenues of the Sewage Works.

(a) Debt Service Account. The monthly payments into the Debt Service Account shall be in an amount equal to at least one-sixth ($1/6$) of the amount required for the payment of interest on any outstanding Prior Bonds, the Bonds and all Future Parity Bonds during the next succeeding six (6) calendar months, plus an amount equal to one-twelfth ($1/12$) of the amount required during the then next-succeeding twelve (12) calendar months (or, after February 15, 2030, at least one-sixth ($1/6$)) of the amount required during the then next-succeeding six (6) calendar months for payments into the Debt Service Account of the Sewage Works Bond Sinking Fund for the purposes described herein other than the payment of interest. With respect to the monthly payments into the Debt Service Account of the Sewage Works Bond Sinking Fund prior to the first principal date on the Bonds, the monthly payments shall be in an amount equal to the product of (i) a fraction, the numerator of which is (1), and the denominator of which is the number of months from the date of issuance of the Bonds to the next interest payment date on the Bonds, rounded to the next smallest whole number, and (ii) the amount required for the payment of interest of the Prior Bonds, the Bonds and all Future Parity Bonds, on the next interest payment date for the Bonds, plus an amount equal to the product of (i) a fraction, the numerator of which is one (1), and the denominator of which is the number of months from the date of issuance of the Bonds to the first payment date on the Bonds, rounded to the next smallest whole number, and (ii) the amount required for payment into the Debt Service Account of the Sewage Works Bond Sinking Fund for the purposes described herein other than the payment of interest.

(b) Reserve Accounts. There is hereby continued within the Sewage Works Bond Sinking Fund the following reserve accounts: (i) the Post-2020 Reserve Account for the 2022A Bonds, the 2022B Bonds, the Bonds and any Future Parity Bonds (herein the "Post-2020 Reserve Account"), (ii) a Reserve Account for the 2016 Bonds (herein the "2016 Series Reserve Account"), (ii) a Reserve Account for the 2019 Bonds (herein the "2019 Series Reserve Account"), and (iii) a Reserve Account for the 2020 Bonds (herein the "2020 Series Reserve Account") (the 2016 Series Reserve Account, the 2019 Series Reserve Account, and the 2020 Series Reserve Account, each a "Prior Series Reserve Account" and collectively the "Prior Series Reserve Accounts"). The Prior Series Reserve Accounts, together with the Post-2020 Reserve Account, are herein referred to collectively as the "Reserve Accounts." The City has caused a debt service reserve surety policy to be held in the 2016 Series Reserve Account ("2016 Surety Bond") to meet its respective reserve requirement.

On the date of delivery of the Bonds of a series authorized by this Ordinance, the City shall, to the extent directed by the Fiscal Officer with the advice of the City's municipal advisor, deposit into the Post-2020 Reserve Account from funds on hand, proceeds of such series of Bonds, a Qualified Surety Bond, or a combination of one or more of the above to satisfy the Reserve

Requirement (as hereinafter defined) with respect to the respective series of Bonds; provided however, as long as any of the Bonds or Prior Bonds are owned by the Authority as part of the IFA Program and remain outstanding, the City shall receive consent from the Authority before funding any of the Reserve Accounts for any outstanding bonds payable from Net Revenues with a Qualified Surety Bond. To the extent necessary to satisfy the Reserve Requirement for the respective series of Bonds, there shall be deposited into the Post-2020 Reserve Account Net Revenues in equal monthly installments over a 60-month period (commencing on the date of issuance of such series of the Bonds). With respect to any bonds hereafter issued that are payable from Net Revenues on parity with the Bonds issued pursuant to this Ordinance ("Future Parity Bonds"), the Reserve Requirement with respect to such Future Parity Bonds may be satisfied by depositing Net Revenues into the Post-2020 Reserve Account in equal monthly installments over a 60-month period (commencing upon the date of delivery of such Future Parity Bonds).

The balance in each of the Reserve Accounts shall equal but not exceed the least of (i) the maximum annual debt service on such applicable issue of bonds, (ii) 125% of the average annual debt service on such applicable issue of bonds; and (iii) ten percent (10%) of the proceeds of such applicable issue of bonds (the "Reserve Requirement"); provided, however, that so long as any of the 2022A Bonds, the 2022B Bonds or the Bonds are held by or for the account of the Authority as part of its IFA Program, the Reserve Requirement of the Post-2020 Reserve Account shall not be less than the maximum annual debt service on all of the 2022A Bonds, the 2022B Bonds, the Bonds and any Future Parity Bonds.

So long as the 2016 Bonds, the 2019 Bonds or the 2020 Bonds remain outstanding, each applicable Prior Series Reserve Account of the Sewage Works Bond Sinking Fund shall be segregated in separate accounts and available only for the applicable issue for which such account is established. For avoidance of doubt, the 2016 Series Reserve Account shall only be available to pay the debt service on the 2016 Bonds, the 2019 Series Reserve Account shall only be available to pay the debt service on the 2019 Bonds, and the 2020 Series Reserve Account shall only be available to pay the debt service on the 2020 Bonds.

The Post-2020 Reserve Account is pledged, and shall only be available, to pay the debt service on the 2022A Bonds, the 2022B Bonds, the Bonds issued pursuant to this Ordinance and any Future Parity Bonds. For avoidance of doubt, the Post-2020 Reserve Account is not pledged, and shall not be available, to pay the debt service on the 2016 Bonds, the 2019 Bonds, or the 2020 Bonds.

The respective Reserve Accounts shall constitute the margin for safety and a protection against default in the payment of respective principal of and interest on the Prior Bonds, the Bonds and any Future Parity Bonds so long as the respective Reserve Requirements has been appropriately increased, and the monies in each Reserve Account shall be used only to pay the respective current principal of and interest on the Prior Bonds, the Bonds and any Future Parity Bonds to the extent that monies in the Debt Service Account, after being applied on parity (pro rata) basis, are insufficient for that purpose.

Any deficiencies in credits to the respective Reserve Accounts of the Sewage Works Bond Sinking Fund shall be promptly made up from the next available Net Revenues remaining after credits into the Debt Service Account on parity (pro rata) basis. In the event monies in respective

Reserve Accounts are transferred to the Debt Service Account to pay principal and interest on the Bonds, the Prior Bonds and any Future Parity Bonds, then such depletion of the balance in the respective Reserve Accounts shall be made up from the next available Net Revenues on parity (pro rata) basis after the credits into the Debt Service Account hereinbefore provided for.

No monies shall be held in any Reserve Account in excess of the applicable reserve requirement. The City has determined, based on the advice of its municipal advisor, that the Post-2020 Reserve Account with respect to the Bonds is reasonably required and that the Reserve Requirement is no larger than necessary to market the Bonds.

SECTION 15. Improvement Fund. After making the monthly payments into the O & M Fund and the Sewage Works Bond Sinking Fund as required by Section 13 and Section 14 of this Ordinance, all remaining Net Revenues shall be set aside and paid into the hereby continued Improvement Fund monthly, as available, for the purposes of such fund set forth below. So long as any of the 2016 Bonds remain outstanding, Net Revenues shall be deposited into the Improvement Fund up to an amount equal to the greater of (A) one fourth (1/4) of the amount in the then-current annual budget of the Sewage Works for operation, maintenance and repair of the Sewage Works, together with depreciation, or (B) \$750,000 (the "Depreciation Requirement"). Following the defeasance of the 2016 Bonds, the Depreciation Requirement shall be determined by the Utility Service Board of the City from time to time at its discretion. To the extent that the amount in the Improvement Fund is ever less than the Depreciation Requirement, the monthly payments to the Improvement Fund shall be in an amount, as available, sufficient to accumulate in the Improvement Fund within two (2) years and amount equal to the Depreciation Requirement.

The Fund shall be used for improvements, replacements, additions and extensions of the Sewage Works. Monies in the Improvement Fund shall be transferred to the Sewage Works Bond Sinking Fund if necessary to prevent a default in the payment of principal and interest on the then outstanding bonds payable from the Sewage Works Bond Sinking Fund or if necessary to eliminate any deficiencies in credits to or minimum balances in the Reserve Accounts. Monies in the Improvement Fund also may be transferred to the O & M Fund to meet unforeseen contingencies in the operation, repair and maintenance of the Sewage Works. Any amounts on deposit in the Improvement Fund in excess of the Depreciation Requirement may be used for any lawful purpose related to the Sewage Works, including payments in lieu of tax payments to the City ("PILOTs") so long as all required transfers have been made to the Sewage Works Bond Sinking Fund, the O & M Fund, and the Accounts of the Sinking Fund contain the required balances as of the date the PILOTs are paid. If any BANs or Bonds are sold to the Authority as part of the IFA Program, so long as any of the BANs or Bonds are outstanding, no monies derived from the revenues of the Sewage Works shall be transferred to the General Fund of the City or otherwise be used for any purposes not connected with the Sewage Works, other than to pay PILOTs as set forth in this Section.

SECTION 16. Investment of Funds. The funds and accounts described herein shall be accounted for separate and apart from each other and from all other funds and accounts of the City (including, without limitation, any funds and accounts relative to any other utility of the City beyond the Sewage Works); provided, however, to the extent the City does not maintain separate accounts or subaccounts for the revenues and expenses of the Sewage Works, it covenants and agrees that it has adopted sufficient accounting and/or bookkeeping practices to accurately track

all revenues and expenses of the Sewage Works. All monies deposited in the funds and accounts shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Indiana; provided that monies therein may be invested in obligations in accordance with the applicable laws, including particularly Indiana Code, Title 5, Article 13, as amended or supplemented, Indiana Code 5-1.2-1 through Indiana Code 5-1.2-4, Indiana Code 5-1.2-10, Indiana Code 5-1.2-11, Indiana Code 5-1.2-14 and/or Indiana Code 5-1.2-14.5, and in the event of such investment the income therefrom shall become a part of the funds invested and shall be used only as provided in this Ordinance.

The Fiscal Officer is hereby authorized pursuant to Indiana Code 5-1-14-3 to invest monies pursuant to the provisions of this Ordinance (subject to applicable requirements of federal law to ensure such yield is then current market rate) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the Bonds under federal law.

The Fiscal Officer shall keep full and accurate records of investment earnings and income from monies held in the funds and accounts created or referenced herein. In order to comply with the provisions of this Ordinance, the Fiscal Officer is hereby authorized and directed to employ consultants or attorneys from time to time to advise the City as to requirements of federal law to preserve the tax exclusion. The Fiscal Officer may pay any fees as operation expenses of the Utility.

SECTION 17. Financial Records and Accounts. The City shall keep proper records and books of account, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues received on account of the operation of the Utility and all disbursements made therefrom and all transactions relating to the Utility. The City shall maintain on file the audited financial statements of the Utility prepared by the State Board of Accounts. There shall be furnished, upon written request, to any owner of the Bonds and any BANs, the most recent copy of the audited financial statements of the Utility prepared by the State Board of Accounts. Copies of all such statements and reports shall be kept on file in the office of the Fiscal Officer.

If the Bonds are sold to the Authority as part of the IFA Program, the City shall establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the Utility in accordance with (i) generally accepted governmental accounting standards for utilities on an accrual basis as promulgated by the Governmental Accounting Standards Board, and (ii) the rules, regulations and guidance of the State Board of Accounts; provided, however, to the extent the City does not maintain separate accounts or subaccounts for the revenues and expenses of the Sewage Works, it covenants and agrees that it has adopted sufficient accounting and/or bookkeeping practices to accurately track all revenues and expenses of the Sewage Works.

SECTION 18. Rate Covenant. The City covenants and agrees that, by ordinance of the Council, it will establish and maintain just and equitable rates or charges for the use of and the services rendered by said Sewage Works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses said Sewage Works by or through any part of the Sewage Works System of the City, or that in any way uses or is served by such Sewage Works, at a level adequate to produce and maintain sufficient revenue (provided that System

Development Charges shall be excluded, to the extent permitted by law, when determining if such rates and charges are sufficient so long as the Bonds are outstanding and owned by the Authority as part of its IFA Program) to provide for the timely payment of debt service on the Prior Bonds, the Bonds and any Future Parity Bonds, to provide for the (i) Operation and Maintenance (as defined in the Financial Assistance Agreement) if any Bonds are sold to the Authority as part of the IFA Program or (ii) proper operation, repair and maintenance of the works, as the case may be, and for the payment of the sums required to be paid into the Sewage Works Sinking Fund by the Act and this Ordinance, and to comply with and satisfy all covenants contained in this Ordinance and any Financial Assistance Agreement.

SECTION 19. Defeasance. If, when the Bonds and any BANs or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds and any BANs or a portion thereof for redemption shall have been given, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such Bonds and any BANs or any portion thereof then outstanding shall be paid, or (i) sufficient monies or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, the principal of and the interest on which when due will provide sufficient monies for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds and any BANs issued hereunder or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the works and all covenants of the City made for the benefit of the owners of such Bonds and any BANs so defeased from the lien created hereunder shall terminate and become void and shall no longer be of any force or effect.

SECTION 20. Additional Obligations. The City reserves the right to authorize and issue additional BANs at any time ranking on a parity with the BANs. The City reserves the right to authorize and issue Future Parity Bonds for the purpose of financing the cost of future additions, extensions and improvements to the works, or to provide for a complete or partial refunding of obligations, subject to the following conditions precedent:

(a) The principal of and interest on all bonds payable from the revenues of the Sewage Works shall have been paid to date in accordance with their respective terms, and all required payments into the Sewage Works Debt Service Account, the Prior Series Reserve Accounts and the Post-2020 Reserve Account shall have been made in accordance with the provisions of this Ordinance.

(b) The Net Revenues in the fiscal year immediately preceding the issuance of any such bonds ranking on a parity with the Bonds (provided, within the 90 day period following the end of such preceding fiscal year, if such year's account records are not final as of the sale date of the Future Parity Bonds, the fiscal year preceding such year may be used in lieu of the immediately preceding year) shall be not less than one hundred twenty five percent (125%) of the annual principal and interest requirements of the then outstanding parity bonds (including the Bonds) and the Future Parity Bonds proposed to be issued for each respective year during the term of such outstanding parity bonds and the proposed Future Parity Bonds; or, prior to the issuance of the Future Parity Bonds, the rates and

charges shall be increased sufficiently so that said increased rates and charges applied to the previous fiscal year's operations (provided, within the 90 day period following the end of such preceding fiscal year, if such year's account records are not final as of the sale date of the Future Parity Bonds, the fiscal year preceding such year may be used in lieu of the immediately preceding year) would have produced Net Revenues for said year equal to not less than one hundred twenty five percent (125%) of the annual principal and interest requirements of the then outstanding parity bonds for each respective year during the term of such outstanding parity bonds and the proposed Future Parity Bonds. For purposes of this subsection, the records of the works shall be analyzed and all showings shall be prepared by a certified public accountant employed by the City for that purpose. In addition, for purposes of this subsection with respect to any Future Parity Bonds proposed to be issued, while the Bonds remain outstanding and owned by the Authority as part of its IFA Program, Net Revenues may not include any revenues from the System Development Charges unless the Authority provides its consent to include all or some portion of the System Development Charges as part of the Net Revenues or otherwise consents to the issuance of such Future Parity Bonds without satisfying this subsection (b).

(c) The principal of, or mandatory sinking fund redemption dates for, the Future Parity Bonds shall be payable annually on February 15 through February 15, 2030, and semiannually on February 15 and August 15 thereafter, and the interest on the Future Parity Bonds shall be payable semiannually on February 15 and August 15 in the years in which such principal and interest are payable.

(d) If the Bonds are sold to the Authority: (i) the City obtains the consent of the Authority; (ii) the City has faithfully performed and is in compliance with each of its obligations, agreements and covenants contained in the Financial Assistance Agreement and this Ordinance; and (iii) the City is in compliance with its System permits, except for noncompliance, the elimination of which is a purpose for which the Bonds or the Future Parity Bonds are issued, including any refunding bonds, are issued, so long as such issuance constitutes part of an overall plan to eliminate such noncompliance.

SECTION 21. Further Covenants of the City. For the purpose of further safeguarding the interests of the owners of the Bonds and any BANs, it is hereby specifically provided as follows:

(a) The City shall at all times maintain the works in good condition, and operate the same in an efficient manner and at a reasonable cost.

(b) If the Bonds are sold to the Authority as part of the IFA Program, the City shall acquire and maintain insurance coverage as required by the Authority including fidelity bonds to protect the Utility and its operations, provided that if the City is not so directed by the Authority, so long as any of the Bonds or BANs are outstanding, the City shall maintain insurance on the insurable parts of the works, of a kind and in an amount such as would normally be carried by private entities

engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana. Insurance proceeds shall be used in replacing or repairing the property destroyed or damaged, or if not used for that purpose, shall be treated and applied as Revenues of the Sewage Works Bond Sinking Fund, provided that if the Bonds are sold to the Authority as part of the IFA Program, the Authority must consent to a different use of such proceeds or awards.

(c) So long as any of the Bonds and any BANs are outstanding, the City shall not mortgage, pledge or otherwise encumber the works, or any part thereof, and shall not sell, lease or otherwise dispose of any part of the same, excepting only such machinery, equipment or other property as may be replaced, or shall no longer be necessary for use in connection with said Utility, provided that if such outstanding BANs or Bonds are sold to the Authority as part of the IFA Program, such exception shall only apply if the Authority consents.

(d) If the BANs or Bonds are sold to the Authority as part of the IFA Program, the City shall not borrow any money (including without limitation any loan from other utilities operated by the City); enter into any lease, contract or agreement; or incur any other liabilities in connection with the Utility other than for normal operating expenditures, without the prior written consent of the Authority if such undertaking would involve, commit or use the revenues of the Utility.

(e) Except as otherwise specifically provided in Section 20 of this Ordinance, so long as any of the Bonds and any BANs are outstanding, no Future Parity Bonds or other obligations pledging any portion of the revenues of the works shall be issued by the City, except such as shall be made junior and subordinate in all respects to the Bonds, unless all of the Bonds are defeased, redeemed or retired coincidentally with the delivery of such Future Parity Bonds or other obligations.

(f) The City shall take all action or proceedings necessary and proper to require connection of all property where liquid and solid waste, sewage, night soil, or industrial waste is produced with available sanitary sewer. The City shall, insofar as possible, cause all such sanitary sewers to be connected with the Utility or otherwise cause an equivalent availability charged to be enforced against such property. Notwithstanding the foregoing to the contrary, the City shall not be required to enforce this subsection (f) so long as sufficient payments into the Sewage Works Bond Sinking Fund shall have been made to meet the monthly transfer requirements of Section 14, and the interest on and principal of all bonds payable from the revenues of the works shall have been paid to date in accordance with the terms thereof.

(g) The provisions of this Ordinance shall constitute a contract by and between the City and the owners of the Bonds and any BANs, all the terms of which shall be enforceable by any such owner by any and all appropriate proceedings in law or in equity. After the issuance of the Bonds and any BANs and so long as any

of the principal thereof or interest or premium, if any, thereon remains unpaid, except as expressly provided herein, this Ordinance shall not be repealed or amended in any respect which will adversely affect the rights of such owners, nor shall the Council or any other body of the City adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners. Except in the case of changes described in Section 22(a) through (f) hereof, this Ordinance may be amended, however, without the consent of bond owners, if the Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the Bonds, provided, however, that if the Bonds or BANs are sold to the Authority as part of the IFA Program, the City shall also obtain the prior written consent of the Authority.

(h) The provisions of this Ordinance shall be construed to create a trust in the proceeds of the sale of the Bonds and any BANs for the uses and purposes herein set forth, and the owners of the Bonds and any BANs shall retain a lien on such proceeds until the same are applied in accordance with the provisions of this Ordinance and the Act. The provisions of this Ordinance shall also be construed to create a trust in the Net Revenues herein directed to be set apart and paid into the Sewage Works Bond Sinking Fund for the uses and purposes of that Fund as set forth in this Ordinance. The owners of the Bonds and any BANs shall have all the rights, remedies and privileges set forth in the Act, including the right to have a receiver appointed to administer the Utility in the event the City shall fail or refuse to fix and collect sufficient rates and charges for those purposes, or shall fail or refuse to operate and maintain said Utility and to apply properly the revenues derived from the operation thereof, or if there be a default in the payment of the interest on or principal of the Bonds or any BANs.

(i) None of the provisions of this Ordinance shall be construed as requiring the expenditure of any funds of the City derived from any sources other than the proceeds of the Bonds and any BANs and the operation of the Utility.

SECTION 22. Amendments With Consent of Bondholders. Subject to the terms and provisions contained in this section and Sections 20 and 23, the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds and any BANs and then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Council of such ordinance or ordinances supplemental hereto, as shall be deemed necessary or desirable by the City for the purpose of amending in any particular any of the terms or provisions contained in this Ordinance, or in any supplemental Ordinance provided however that if the Bonds or BANs are sold to the Authority as part of the IFA Program, the City shall obtain the prior written consent of the Authority, and provided further, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest or premium, if any, on, or any mandatory sinking fund redemption date for, or an advancement of the earliest redemption date on, any Bond or BAN, without the consent of the holder of each Bond or BAN so affected; or

(b) A reduction in the principal amount of any Bond or BAN or the redemption premium or the rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each Bond or BAN so affected; or

(c) The creation of a lien upon or a pledge of the Net Revenues ranking prior to the pledge thereof created by this Ordinance, without the consent of the holders of all Bonds then outstanding; or

(d) A preference or priority of any Bond or BAN over any other Bond or BAN, without the consent of the holders of all Bonds and any BANs then outstanding; or

(e) A reduction in the aggregate principal amount of the Bonds and any BANs required for consent to such supplemental ordinance, without the consent of the holders of all Bonds and any BANs then outstanding; or

(f) A reduction in the Reserve Requirement.

If the City shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the Bonds and any BANs. The Registrar shall not, however, be subject to any liability to any owners of the Bonds and any BANs by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental ordinance when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the City shall receive any instrument or instruments purporting to be executed by the owners of the Bonds and any BANs of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the Bonds and any BANs then outstanding, which instrument or instruments shall refer to the proposed supplemental ordinance described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the City may adopt such supplemental ordinance in substantially such form, without liability or responsibility to any owners of the Bonds and any BANs, whether or not such owners shall have consented thereto.

No owner of any Bond or BAN shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Council from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the City and all owners of the Bonds and any BANs then outstanding shall thereafter be determined, exercised and enforced in accordance with this Ordinance, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights and obligations of the City and of the owners of the Bonds and any BANs, and the terms and provisions of the Bonds and any BANs and this Ordinance, or any supplemental ordinance, may be modified or amended in any respect with the consent of the City and the consent of the owners of all the Bonds and any BANs then outstanding.

SECTION 23. Amendments Without Consent of Bondholders. The Council may, from time to time and at any time, and without notice to or consent of the owners of the Bonds and any BANs, adopt such ordinances supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental ordinances shall thereafter form a part hereof):

(a) To cure any ambiguity or formal defect or omission in this Ordinance or in any supplemental ordinance;

(b) To grant to or confer upon the owners of the Bonds and any BANs any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds and any BANs;

(c) To procure a rating on the Bonds and any BANs from a nationally recognized securities rating agency designated in such supplemental ordinance, if such supplemental ordinance will not adversely affect the owners of the Bonds and any BANs;

(d) To obtain or maintain bond insurance with respect to the Bonds;

(e) To provide for the refunding or advance refunding of the Bonds;

(f) To provide for the issuance of Future Parity Bonds or BANs as provided in Section 20 hereof; or

(g) To make any other change which, in the determination of the Council in its sole discretion, does not in any way adversely affect the rights of such owners of the Bonds and any BANs.

Provided, however, that if the Bonds or BANs are sold to the Authority as part of the IFA Program, the City shall obtain the prior written consent of the Authority to the foregoing.

SECTION 24. Tax Matters. This section only applies to any series of Bonds or BANs issued on a tax-exempt basis for federal income tax purposes. In order to preserve the exclusion of interest on the Bonds and any BANs from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds and any BANs, the City represents, covenants and agrees that:

(a) No person or entity, other than the City or another state or local governmental unit, will use proceeds of the Bonds and any BANs or property financed by the Bond or BAN proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit will own property financed by Bond or BAN proceeds or will

have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or output contract, or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(b) No portion of the principal of or interest on the Bonds and any BANs is (under the terms of the Bonds and any BANs, this Ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the City) in respect of such property or borrowed money used or to be used for a private business use.

(c) No Bond or BAN proceeds will be loaned to any entity or person other than a state or local governmental unit. No Bond or BAN proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond or BAN proceeds.

(d) The City will not take any action or fail to take any action with respect to the Bonds and any BANs that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds and any BANs pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder as applicable to the Bonds and any BANs, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on Bond or BAN proceeds or other monies treated as Bond or BAN proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(e) The City will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(f) The City will not make any investment or do any other act or thing during the period that any Bond or BAN is outstanding hereunder which would cause any Bond or BAN to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the Bonds and any BANs.

(g) It shall not be an event of default under this Ordinance if the interest on any Bonds or BANs is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds and any BANs, respectively. These covenants are based solely on current law in effect and in existence on the date of delivery of the Bonds and any BANs, respectively.

Notwithstanding any other provisions of this Ordinance, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds and any BANs from gross income under federal law (the "Tax Exemption") need not be complied with to the extent the City receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

SECTION 25. Additional Authority. (a) The Executive and Fiscal Officer, and either of them, is hereby authorized and directed to do and perform all acts and execute in the name of the City all such instruments, documents, papers or certificates which are necessary, desirable or appropriate to carry out the transactions contemplated by this Ordinance in such forms as the Executive or Fiscal Officer executing the same shall deem proper, to be conclusively evidenced by the execution thereof. Any provision of this Ordinance authorizing the Executive or Fiscal Officer to act shall mean either of them, individually rather than collectively, is so authorized and any action taken and agreement or undertaking executed in the name of the City by them in further of the same shall be deemed a proper use of such authority and will be conclusively evidenced by their execution of any agreement or undertaking, or by their taking of any such authorized action.

(b) In the event the Executive and Fiscal Officer with the advice of the municipal advisor to the City certifies to the City that it would be economically advantageous for the City to obtain a municipal bond insurance policy for any of the Bonds issued hereunder, the City hereby authorizes the purchase of such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous in the event the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy. The City also authorizes the purchase of a debt service reserve surety bond based upon the advice of the City's municipal advisor for the Bonds. If such an insurance policy or surety bond is purchased, the Executive or Fiscal Officer are hereby authorized to execute and deliver all agreements with the provider of the policy or surety bond, as the case may be, to the extent necessary to comply with the terms of such insurance policy, surety bond and the commitments to issue such policy or surety bond, as the case may be.

SECTION 26. Non-Business Days. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the City or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

SECTION 27. No Conflict. The Council hereby finds and determines that the adoption of this Ordinance and the issuance of the Bonds and any BANs is in compliance with the Prior Bond Ordinances. All ordinances and resolutions and parts thereof in conflict, are to the extent of such conflict hereby repealed. None of the provisions of this Ordinance shall be construed to adversely affect the rights of the owners of the Prior Bonds.

SECTION 28. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 29. Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Ordinance.

SECTION 30. Interpretation. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Ordinance.

SECTION 31. Effectiveness. This Ordinance shall be in full force and effect from and after its passage and signing by the Executive.

DULY PASSED on this _____ day of _____, 2024, by the Common Council of the City of Columbus, Indiana, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL
CITY OF COLUMBUS, INDIANA

Presiding Officer

ATTEST:

Luann Welmer, Clerk

Presented by me to the Mayor of the City of Columbus for her approval or veto this _____ day of _____, 2024 at _____ o'clock a.m./p.m.

Luann Welmer, Clerk

This Ordinance having been passed by the legislative body and presented to me is approved by me and duly adopted this _____ day of _____, 2024 at _____ o'clock a.m./p.m.

Mary K. Ferdon, Mayor of the City of
Columbus, Indiana

Attest:

Luann Welmer, Clerk

EXHIBIT A

Project Wastewater Utility

The Project consists of the design, acquisition, construction, installation and equipping of various improvements to the City's sewage works system, including without limitation the following related improvements: treatment plant UV rehab and solar improvements, Westside interceptor, digester improvements at the and centrifuge replacement at the treatment plant, oxidation ditch improvements, 8th Street lift station and Clifty lift station.

EXHIBIT B

Form of Financial Assistance Agreement

(attached)

**STATE OF INDIANA
WASTEWATER REVOLVING LOAN PROGRAM**

FINANCIAL ASSISTANCE AGREEMENT dated as of this [____] day of _____ 20__] by and between the Indiana Finance Authority (the "Finance Authority"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "State") and the City of Columbus, Indiana (the "Participant"), a political subdivision as defined in I.C. 5-1.2-2-57 and existing under I.C. 36-4, witnesseth:

WHEREAS, the State's Wastewater Revolving Loan Program (the "Wastewater SRF Program") has been established in accordance with the federal Clean Water Act and the regulations promulgated thereunder, and pursuant to I.C. 5-1.2-10 (the "Wastewater SRF Act"), which Wastewater SRF Act also establishes the wastewater revolving loan fund (the "Wastewater SRF Fund"); and

WHEREAS, the Participant is a duly existing political subdivision of the State, lawfully empowered to undertake all transactions and execute all documents mentioned or contemplated herein; and

WHEREAS, the Participant has previously entered into (i) an Amended and Restated Financial Assistance Agreement with the Finance Authority, dated as of November 23, 2023, to borrow money from the Wastewater SRF Program; (ii) Financial Assistance Agreement with the Finance Authority, dated as of June 6, 2022, to borrow money from the Wastewater SRF Program, (iii) Financial Assistance Agreement with the Finance Authority, dated as of August 26, 2022, to borrow money from the Drinking Water SRF Program and (iv) Grant Agreement with the Finance Authority, dated as of June 6, 2022, in respect of a grant from the Finance Authority's Water Infrastructure Grant Program, each to construct and acquire separate projects as described and defined therein (collectively, the "Prior Agreements"); and

WHEREAS, the Participant is also entering into a Financial Assistance Agreement with the Finance Authority, dated as of _____, 20__ to borrow money from the Drinking Water SRF Program, to construct and acquire separate projects as described and defined therein (the "2024 Drinking Water Financial Assistance Agreement, and together with the Prior Agreements, collectively the "Other Agreements"); and

WHEREAS, the Participant has determined to undertake a wastewater treatment system project (as more fully described herein, the "Project") and to borrow money from the Wastewater SRF Program to construct and acquire the Project; and

WHEREAS, the Finance Authority and the Participant desire to set forth the terms of such financial assistance as hereinafter provided; and

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Finance Authority and the Participant agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms shall, for all purposes of this Agreement, have the following meaning:

"Agency" shall mean the United States Environmental Protection Agency or its successor.

"Asset Management Program" means programs, plans and documentation (including a Fiscal Sustainability Plan) that demonstrates that the Participant has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works and which is consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

"Authorizing Instrument(s)" shall mean the separate trust indenture(s) of the Participant entered into with a corporate trustee or the detailed resolution(s) or ordinance(s) of the governing body of the Participant pursuant to which the Bonds are issued in accordance with State law.

"Authorized Representative" shall mean the Controller of the Participant or such other officer, official, or representative of the Participant duly authorized to act for and on behalf of the Participant as provided for herein.

"Bond" or **"Bonds"** shall mean the instrument(s) which evidence(s) the Loan, as authorized by the Authorizing Instrument and containing the terms set forth in Section 2.02 of this Agreement.

"Bond Fund" shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument from which payment of the principal of and interest on the Bonds is required to be made by the Participant.

"Business Day" shall mean any day other than a Saturday, Sunday or State legal holiday or any other day on which financial institutions in the State are authorized by law to close and to remain closed.

"Clean Water Act" shall mean the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387, and other laws, regulations and guidance supplemental thereto, as amended and supplemented from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, together with the regulations related thereto.

"Construction Fund" shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument to receive proceeds of the Bonds and from which Eligible Costs of the Project may be paid by the Participant.

"Credit Instrument" means a letter of credit, surety bond, liquidity facility, insurance policy or comparable instrument furnished by a Credit Provider that is used by the Participant to

meet all or a portion of any debt service reserve requirement securing the Bonds or any other bonds payable from the revenues of the Treatment Works, which bonds are on a parity with the Bonds.

“Credit Provider” means a bank, insurance company, financial institution or other entity providing a Credit Instrument.

“Department” shall mean the Indiana Department of Environmental Management created under I.C. 13-13-1-1 or its successor.

“Deposit Agreement” shall mean an agreement between the Participant and the Deposit Agreement Counterparty in such form as from time to time determined by the Finance Authority pursuant to which (a) the Participant’s Bond Fund (including any reserve account established and created by the Participant pursuant to the Authorizing Instrument related thereto) shall be held by such Deposit Agreement Counterparty and available for payment of the Bonds and any other similar obligations of the Participant that are payable from the Bond Fund regardless whether they are on a parity basis, (b) such Deposit Agreement Counterparty serves as the paying agent for the Bonds and any other such similar obligations of the Participant that are payable from the Bond Fund, and (c) the Participant’s Construction Fund may be held by such Deposit Agreement Counterparty upon any Loan disbursement by the Finance Authority to it from time to time.

“Deposit Agreement Counterparty” shall mean the financial institution that enters into a Deposit Agreement with the Participant, which financial institution shall be approved by the Finance Authority and may be replaced by the Finance Authority from time to time.

“Director of Environmental Programs” shall mean the person designated by the Finance Authority as authorized to act as the Director of Environmental Programs (which designation includes such Director’s assumption of the duties previously assigned to the Wastewater SRF Program Representative and the Wastewater SRF Program Director) and where not limited, such person’s designee.

“Disbursement Agent” shall mean the party disbursing the Loan to or for the benefit of the Participant, which shall be the Trustee unless amounts are held in the Construction Fund, in which case the Disbursement Agent shall thereafter be the Deposit Agreement Counterparty as the party disbursing amounts that are held in the Construction Fund unless otherwise agreed by the Finance Authority.

“Disbursement Request” shall mean a request for a disbursement of the Loan made by an Authorized Representative in such form as the Finance Authority may from time to time prescribe.

“Eligible Cost” shall mean and include, whether incurred before or after the date of this Agreement, all costs which have been incurred and qualify for Financial Assistance, including engineering, financing and legal costs related thereto.

“Finance Authority” shall mean the Indiana Finance Authority, a body politic and corporate, not a state agency but an independent instrumentality of the State.

"Finance Authority Bonds" shall mean any Finance Authority State Revolving Fund Program Bonds or other similar obligations of the Finance Authority issued as a part of the Wastewater SRF Program within the meaning of the Wastewater SRF Indenture.

"Financial Assistance" shall mean the financial assistance authorized by the Clean Water Act, including the Loan.

"Fiscal Sustainability Plan" means in connection with a project that provides for the repair, replacement, or expansion of an existing Treatment Works, a plan that is consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act and includes (a) an inventory of critical assets that are a part of the Treatment Works, (b) an evaluation of the condition and performance of inventoried assets or asset groupings; (b) a certification that the Participant has evaluated and will be implementing water and energy conservation efforts as part of the plan; and (d) a plan for maintaining, repairing, and, as necessary, replacing the Treatment Works and a plan for funding such activities.

"Loan" shall mean the purchase of the Bonds by the Finance Authority to finance the planning, designing, constructing, renovating, improving and expanding of the Participant's Treatment Works or refinance an existing debt obligation where such debt was incurred and building of such systems began after March 7, 1985, but does not mean the provision of other Financial Assistance.

"Loan Reduction Payment" shall mean in any circumstances where there is a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund, any action causing such balance to be applied to a reduction in the maximum aggregate amount of the Loan outstanding other than pursuant to regularly scheduled principal payments or optional redemptions applicable to the Bonds. A Loan Reduction Payment shall not be applicable unless Loan amounts are held in the Construction Fund.

"Non-Use Close-out Date" shall mean that date which is the earlier of (a) the first date as of which the full amount of the Loan has been disbursed on a cumulative basis (which shall also be deemed to have occurred when and if such amounts have been deposited in the Participant's Construction Fund) or (b) the date as of which the Participant binds itself that no further Loan disbursements will be made under this Agreement.

"Non-Use Fee" shall mean a fee in an amount determined by the Finance Authority charged to compensate it for costs and expenses within the Wastewater SRF Program. Such amount shall be the greater of (A) the product of the undrawn balance of the Loan on each applicable Non-Use Assessment Date multiplied by one percent (1%) or (B) One Thousand Dollars (\$1,000). Such fee shall apply and be payable under Section 5.09 herein with respect to each Non-Use Assessment Date until the Non-Use Close-out Date shall occur. A Non-Use Fee shall not be applicable if the full amount of the Loan has been disbursed and deposited in the Participant's Construction Fund by the Non-Use Assessment Date.

"Non-Use Assessment Date" shall mean [_____ 1, 20__] and the first day of each

sixth (6th) calendar month thereafter unless and until the Non-Use Close-out Date occurs in advance of any such Non-Use Assessment Date.

“Operation and Maintenance” shall mean the activities required to assure the continuing dependable and economic function of the Treatment Works, including maintaining compliance with National Pollutant Discharge Elimination System permits, as follows:

(1) Operation shall mean the control and management of the united processes and equipment which make up the Treatment Works, including financial and personnel management, records, reporting, laboratory control, process control, safety and emergency operation planning and operating activities.

(2) Maintenance shall mean the preservation of the functional integrity and efficiency of equipment and structures by implementing and maintaining systems of preventive and corrective maintenance, including replacements.

“Plans and Specifications” shall mean the detailed written descriptions of the work to be done in undertaking and completing the Project, including the written descriptions of the work to be performed and the drawings, cross-sections, profiles and the like which show the location, dimensions and details of the work to be performed.

“Preliminary Engineering Report” shall mean the information submitted by the Participant that is necessary for the Finance Authority to determine the technical, economic and environmental adequacy of the proposed Project.

“Project” shall mean the activities or tasks identified and described in Exhibit A to this Agreement, and incorporated herein, as amended or supplemented by the Participant and consented to by the Finance Authority, for which the Participant may expend the Loan.

“Purchase Account” shall mean the account by that name created by the Wastewater SRF Indenture and held as part of the Wastewater SRF Fund.

“SRF Policy Guidelines” shall mean guidance of general applicability (as from time to time published, amended and supplemented by the Finance Authority) pertaining to participants utilizing financial assistance in connection with their projects funded in whole or in part through the Wastewater SRF Program.

“State” shall mean the State of Indiana.

“Substantial Completion of Construction” shall mean the day on which the Finance Authority (or if designated by the Finance Authority, the Department) determines that all but minor components of the Project have been built, all equipment is operational and the Project is capable of functioning as designed.

“System Development Charges” shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and

other similar one-time charges applicable to the Treatment Works that are available for deposit under the Authorizing Instrument.

“Treatment Works” shall mean any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement section 201 of the Clean Water Act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and acquisition of the land that will be an integral part of the treatment process (including land use for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction.

“Trustee” shall mean The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, in its capacity as trustee or its successor under the Wastewater SRF Indenture.

“Wastewater SRF Fund” shall mean the wastewater revolving loan fund as established by I.C. 5-1.2-10-2.

“Wastewater SRF Indenture” shall mean the Seventh Amended and Restated Wastewater SRF Trust Indenture, dated as of September 1, 2019 between the Finance Authority (as successor by operation of law to the State in all matters related to the Wastewater SRF Program) and the Trustee, as amended and supplemented from time to time.

(End of Article I)

ARTICLE II

PURPOSE OF BORROWING AND LOAN TERMS

Section 2.01. Amount; Purpose. The Finance Authority agrees to Loan an amount not to exceed [] Dollars (\$[]) in aggregate principal amount to the Participant as Financial Assistance to pay for the Eligible Costs, as hereinafter described, of the Project on, and subject to, the terms and conditions contained herein. The Loan shall be used only to pay the following Eligible Costs: (a) eligible planning services for the production of a Preliminary Engineering Report ("Planning"), (b) eligible design services for the production of Plans and Specifications ("Design") and (c) eligible construction costs, including financing and legal costs ("Construction"). The Loan shall be funded solely from available proceeds of the Finance Authority Bonds contained in the Purchase Account or from other sources that the Finance Authority may, in its sole discretion, designate. The Loan is evidenced by the Bonds executed and delivered by the Participant contemporaneously herewith. The Bonds shall be in fully registered form, with the Finance Authority registered as the registered owner. So long as the Finance Authority is the registered owner, the principal of and redemption premium, if any, and interest on the Bonds shall be paid to the Trustee by a wire transfer referenced as follows: The Bank of New York, ABA 021 000 018, For Credit to 610026840C, Account Name: City of Columbus Sewage Works, Attn: Derick Rush. The Participant agrees to undertake and complete the Project and to receive and expend the Loan proceeds in accordance with this Agreement.

Section 2.02. The Bonds.

(a) Until paid, the Bonds will bear interest at the per annum rate of [] percent ([]%). Such interest shall be calculated on the basis of a 360 day year comprised of twelve 30 day months, and be as provided in I.C. 5-1.2-10-15 and -20. Interest, if any, on the Bonds will be payable on February 15 and August 15 of each year, commencing [] 1, 20[]. The Bonds will be in the aggregate principal amount of [] Dollars (\$[]). Subject to Section 2.05 and 2.06 herein, the Bonds will mature on February 15 of each year, through February 15, 2030, and thereafter on February 15 and August 15 of each of the years set forth in, and at the principal amount set opposite each such month and year set forth in the schedule contained in the attached Exhibit B to this Agreement (which is hereby incorporated by reference); provided, however, notwithstanding the foregoing or the terms of the Bonds to the contrary, no maturity of Bonds shall extend beyond the date which is thirty-five (35) years after the date of this Agreement. If the maturity date for any Bonds is beyond such date, unless otherwise agreed to, such Bonds, together with accrued and unpaid interest thereon, will be due and payable on such date.

(b) The Bonds will be subject to redemption by the Participant as provided in the Authorizing Instrument; provided however that in no event shall the Participant exercise any provision contained in the Authorizing Instrument or the Bonds permitting a redemption of the Bonds at the option of the Participant unless and until such has been consented by the Authority. The Loan, and the Bonds evidencing it, will be subject to payment by the Participant as provided in this Agreement.

(c) The form and other terms of the Bonds will be in conformity with the Authorizing Instrument.

(d) The additional terms contained in the attached Exhibit D are applicable to this Loan (as and to the extent set forth in Exhibit D) to the same effect as if such were set forth in this section.

Section 2.03. Disbursement Conditions. Each of the following shall be a condition precedent to the disbursement of the Loan or any portion thereof (including from the Construction Fund):

(a) (1) With respect to procurement of professional services related to the Project to be paid from Loan proceeds, the Participant shall have complied with applicable State law and SRF Policy Guidelines. Additionally costs related Planning and Design shall only be Eligible Costs upon compliance with paragraph A of the attached Exhibit D. (2) With respect to procurement of all other goods and services related to the Project to be paid from Loan proceeds, the Participant shall have complied with I.C. 36-1-12 and SRF Policy Guidelines.

(b) No representation, warranty or covenant of the Participant contained in this Agreement or in any paper executed and delivered in connection with the transactions contemplated by this Agreement shall be false or inaccurate in any material respect.

(c) The Participant shall undertake and faithfully perform each of its obligations, agreements and covenants contained in this Agreement, the Authorizing Instrument and the Bonds.

(d) There shall be available to the Finance Authority uncommitted funds in an amount sufficient to satisfy the Finance Authority's obligations hereunder from the proceeds of Finance Authority Bonds in the Purchase Account or from other sources that the Finance Authority may, in its sole discretion, designate; provided however, once Loan proceeds have been deposited in the Construction Fund, such condition shall be deemed satisfied.

(e) The Participant shall have undertaken all actions necessary to comply with and satisfy the conditions and requirements for a Loan secured with money made available from the Wastewater SRF Fund as set forth in federal and State statutes, rules and regulations, including I.C. 5-1.2-10, SRF Policy Guidelines, the Clean Water Act and 40 C.F.R. Part 35.

(f) Prior to making any Loan disbursement to pay any Construction costs, the Project shall have been approved by the State's Historical Preservation Officer in a manner consistent with the policies and practices of the Wastewater SRF Program (the "Historical Preservation Approval"). Notwithstanding any provision of this Agreement to the contrary, in the event a Historical Preservation Approval has not been given within four (4) months after the date of this Agreement, the Finance Authority may, in its sole discretion, (i) reduce

the aggregate amount of the Loan to the amount then disbursed and outstanding under this Agreement and (ii) if any amounts are held in the Construction Fund, require a Loan Reduction Payment pursuant to Section 2.06 herein as if it were a date that was three (3) years after the dated date of the Bonds. Upon giving notice to the Participant of such action, no further Loan disbursement (including from the Construction Fund) may be made under this Agreement unless consented to by the Finance Authority.

(g) In the event the Bonds are payable from rates and charges of the Treatment Works and if requested by the Finance Authority, the Participant shall provide evidence satisfactory to the Finance Authority demonstrating that such rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Treatment Works, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Treatment Works (including the Bonds).

Section 2.04. Disbursement Procedures. Loan proceeds (including any held from time to time in the Construction Fund) shall be disbursed to the Participant by the Disbursement Agent for actual Eligible Costs incurred with respect to the Project. The Finance Authority may, in its discretion, cause Loan disbursements to be made (a) directly to the person or entity identified in the Disbursement Request to whom payment is due, or (b) if advised in writing by the Participant that I.C. 36-1-12-14 or a similar law applies to the Project, to the Participant for purposes of collecting retainage, or some combination thereof. Any Loan proceeds in excess of the amount subject to retainage controlled by the Participant will be immediately remitted to the person or entity to whom payment is due, no later than three (3) Business Days after receipt or the date such Loan proceeds are no longer subject to retainage. The Finance Authority may, in its discretion, cause Loan disbursements to be made from time to time, in whole or in part, to the Participant's Construction Fund for disbursement consistent with this Agreement. Loan disbursements shall not be made more frequently than monthly and shall only be made following the submission of a Disbursement Request to the Finance Authority. Disbursement Requests shall be approved by the Director of Environmental Programs prior to submission to the Disbursement Agent for a Loan disbursement. Disbursement Requests shall be numbered sequentially, beginning with the number 1.

Section 2.05. Effect of Disbursements. Loan disbursements made to or for the benefit of the Participant shall be deemed to be a purchase of the Bonds in such amounts and with such maturities as achieves as level debt service as practicable, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to one year after Substantial Completion of Construction shall first be deemed to be a purchase of the Bonds in order of maturity. The deposit of Loan proceeds in the Construction Fund shall be deemed to be a purchase of the Bonds. Interest on the Loan commences on disbursement of the Loan to or for the benefit of the Participant (including any amounts disbursed to the Construction Fund) by the Finance Authority and the Bonds shall be deemed to be purchased in the full amount thereof. Each disbursement (including any amounts disbursed from the Construction Fund) shall be made pursuant to a Disbursement Request. In the event any Loan disbursement (including any amounts disbursed from the Construction Fund) shall be made in excess of Eligible Costs, such excess disbursements shall be immediately paid by the

Participant to the Disbursement Agent (and if made from any amounts held in the Construction Fund, shall be immediately deposited by the Participant into such Construction Fund) and thereafter may, subject to the terms and conditions set forth in this Agreement, be applied thereafter to pay Eligible Costs of the Project by the Participant.

Section 2.06. Acknowledgment of Amount of Loan; Final Disbursement. (a) Within 30 days after any request by the Finance Authority from time to time, the Participant shall execute and deliver to the Finance Authority an acknowledgment in the form prescribed by the Finance Authority which acknowledges the outstanding principal of and interest on the Bonds. Unless the Finance Authority consents in writing, no Loan disbursement shall be made more than one year after Substantial Completion of Construction. After Substantial Completion of Construction, upon the request of the Finance Authority, the Participant shall replace, at its expense, the Bonds with substitutes issued pursuant to the Authorizing Instrument to evidence the outstanding principal under the Loan.

(b) In the event there remains a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund on the date that is the earlier of (i) one year after Substantial Completion of Construction or (ii) three (3) years after the dated date of the Bonds (or in either such circumstance, such later date as the Finance Authority may approve in its discretion), the Participant agrees to make a Loan Reduction Payment, to the Finance Authority within 10 days after any Finance Authority written demand. Any Loan Reduction Payment shall be applied to pay principal in such amounts and with such maturities as achieves as level debt service as practicable consistent with methodology prescribed in the Authorizing Instrument and as originally applied to the Bonds, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to the Loan Reduction Payment shall be unaffected by such payment. If the Authorizing Instrument permits the Participant to apply Bond proceeds to pay interest accruing on or before Substantial Completion of Construction, the Participant may seek to reimburse itself for such interest costs it has paid pursuant to a Disbursement Request provided. If the Participant fails to make such Loan Reduction Payment by such date, the Finance Authority and Deposit Agreement Counterparty are authorized to cause any balance held in the Construction Fund to be so applied without further direction and authorization from the Participant. Notwithstanding the foregoing, if requested by the Finance Authority, in lieu of the Participant making a Loan Reduction Payment, the Finance Authority may in its discretion require the Participant to hold any remaining balance (inclusive of Loan proceeds and any earnings) in the Construction Fund until such amounts may be applied on the first optional redemption date applicable to the Bonds, and upon any such request, the Participant agrees to cause such amounts to be so held and applied on such date.

(End of Article II)

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTICIPANT

Section 3.01. Planning, Design and Construction Covenants. The Participant hereby covenants and agrees with the Finance Authority that the Participant will:

(a) Provide information as requested by the Finance Authority to determine the need for, or to complete any necessary, environmental review or analysis.

(b) Comply with the procurement procedures and affirmative action requirements contained in SRF Policy Guidelines in the Planning, Design and Construction of the Project to the extent that such are to be paid from Loan proceeds.

(c) With respect to prime and first tier contract awards, report minority and women business enterprise utilization in the Planning, Design and Construction of the Project, to the extent that such are to be paid from Loan proceeds, by executing and delivering to the Finance Authority upon its request Agency Form SF 5700-52 whenever any agreements or subagreements are awarded. (These reports must be submitted on regular reporting cycles consistent with SRF Policy Guidelines commencing after such agreement or subagreement is awarded.)

(d) Comply with all applicable federal, State and local statutes, rules and regulations relating to the acquisition and construction of the Treatment Works.

(e) In the event Construction is to be paid from Loan proceeds, prior to an award of any contract for Construction of the Project, obtain a construction permit from the Department and receive the written approval of the Finance Authority of the Preliminary Engineering Report.

(f) Obtain the property rights necessary to construct the Treatment Works and, in procuring any such rights comply with federal and State law.

(g) In the event Construction is to be paid from Loan proceeds, comply with the federal Davis-Bacon Act, codified at 40 U.S.C. 276a-276a-5 unless separately waived by the Finance Authority.

(h) In the event Construction is to be paid from Loan proceeds, execute and deliver to the Finance Authority upon its request any other forms as may be required by the Clean Water Act or SRF Policy Guidelines.

(i) In the event Construction is to be paid from Loan proceeds, follow guidance issued by the Finance Authority in procuring contracts for Construction, including (1) submission to the Finance Authority of Project change orders, (2) obtaining approval from the Director of Environmental Programs of any Project change order which significantly

changes the scope or Design of the Project or, when taking into account other change orders and contracts, are reasonably expected to result in expenditures in an amount greater than the Loan, (3) receiving approval from the Director of Environmental Programs prior to the award of any contract for Construction and (4) receiving authorization from the Director of Environmental Programs prior to initiating procurement of Construction of the Project.

(j) In the event Construction is to be paid from Loan proceeds, before awarding Construction contracts, receive approval of the Director of Environmental Programs for the user charge system (including any use ordinance and interlocal agreement) associated with the Project.

(k) In the event Construction is to be paid from Loan proceeds, cause the Project to be constructed in accordance with the Preliminary Engineering Report and Plans and Specifications, using approved contract papers.

(l) Permit the Finance Authority and its agents to inspect from time to time (1) the Project, (2) the Treatment Works and (3) the books and other financial records of the Treatment Works, including the inspections described in SRF Policy Guidelines. Construction contracts shall provide that the Finance Authority or its agents will have access to the Project and the work related thereto and that the Participant's contractor will provide proper facilities for such access and inspection. All files and records pertaining to the Project shall be retained by the Participant for at least six years after Substantial Completion of Construction.

(m) Upon Substantial Completion of Construction and when requested by the Finance Authority, provide audited reports to the Finance Authority to permit the Finance Authority to determine that the Loan proceeds have been used in compliance with this Agreement.

(n) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, consistent with SRF Policy Guidelines, certify to the Finance Authority that the Project meets performance standards, or if not met, (1) submit to the Finance Authority (or if directed by the Finance Authority, to the Department) a corrective action plan and (2) promptly and diligently undertake any corrective action necessary to bring the Project into compliance with such standards.

(o) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, provide as-built plans (if requested by the Finance Authority) for the Project to the Finance Authority (or if directed by the Finance Authority, to the Department).

Section 3.02. General Covenants. The Participant hereby covenants and agrees with the Finance Authority that the Participant will:

(a) Comply with all applicable federal, State and local statutes, rules and regulations relating to Operation and Maintenance.

(b) (1) Own, operate and maintain the Project and the Treatment Works for their useful life, or cause them to be operated and maintained for their useful life; (2) at all times maintain the Treatment Works in good condition and operate it in an efficient manner and at a reasonable cost; and (3) not sell, transfer, lease or otherwise encumber the Treatment Works or any portion thereof or any interest therein without the prior written consent of the Finance Authority.

(c) Obtain and maintain the property rights necessary to operate and maintain the Treatment Works, and in procuring any such rights, comply with federal and State law.

(d) Acquire and maintain insurance coverage acceptable to the Finance Authority, including fidelity bonds, to protect the Treatment Works and its operations. All insurance shall be placed with responsible insurance companies qualified to do business under State law. Insurance proceeds and condemnation awards shall be used to replace or repair the Treatment Works unless the Finance Authority consents to a different use of such proceeds or awards.

(e) Establish and maintain the books and other financial records of the Project and the Treatment Works (including the establishment of separate accounts or subaccounts for the Project and revenues and expenses of the Treatment Works) in accordance with (i) generally accepted governmental accounting principles, as promulgated by the Government Accounting Standards Board (including GASB No. 34 standards relating to the reporting of infrastructure) and (ii) the rules, regulations and guidance of the State Board of Accounts; provided, however, to the extent the Participant does not maintain separate accounts or subaccounts for the revenues and expenses of the Treatment Works, it hereby certifies to the Finance Authority that it has adopted sufficient accounting and/or bookkeeping practices to accurately track all revenues and expenses of the Treatment Works.

(f) Provide to the Finance Authority and not the Agency (unless specifically requested by the Agency) such periodic financial and environmental reports as it may request from time to time, including (1) annual operating and capital budgets and (2) any and all environmental data related to the Project that is required to be reported. Additionally, the Participant shall provide such other information requested or required of the Finance Authority or the Participant by the Agency.

(g) Provide to the Finance Authority audited financial statements of the Participant inclusive of the activities of the Treatment Works, commencing with financial statements for a calendar year period that ends not more than two (2) years after the date of this Agreement (and for each calendar year period that ends every two (2) years thereafter until the Loan has been repaid), which audit (i) shall have been performed by the Indiana State Board of Accounts or by an independent public accountant and (ii) shall be submitted to the Finance Authority no later than nine (9) months following the end of the calendar year period to which such audit pertains.

(h) Continue to update, implement, and maintain its Asset Management Program (inclusive of a Fiscal Sustainability Plan), of which the Participant has certified to the Authority that it has developed. In addition, as part of maintaining and updating the Asset Management Program, the Participant shall annually undertake a cyber security assessment, which the Participant may use "CISA's Free Cyber Vulnerability Scanning Assessment" or a similar cyber security assessment tool acceptable to the Finance Authority. The results of the Cyber Vulnerability Scanning Assessment shall be reviewed by the Participant and incorporated into its existing cybersecurity protocol.

(i) Provide notice to the Finance Authority under the circumstances contemplated, and undertake inspections as required, by SRF Policy Guidelines.

(j) (1) Establish and maintain just and equitable rates and charges for the use of and the service rendered by the Treatment Works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses the Treatment Works, or that in any way uses or is served by the Treatment Works, (2) establish, adjust and maintain rates and charges at a level adequate to produce and maintain sufficient revenue (when determined including user and other charges, fees, income or revenues available to the Participant, provided that to the extent permitted by law System Development Charges shall be excluded when determining if such are sufficient) to provide for the proper Operation and Maintenance of the Treatment Works, to comply with and satisfy all covenants contained herein and to pay all obligations of the Treatment Works and of the Participant with respect thereto, and (3) if and to the extent Bonds are payable from property taxes, levy each year a special ad valorem tax upon all property located in the boundaries of the Participant, to pay all obligations of the Participant with respect thereto.

(k) If the Bonds are payable from the revenues of the Treatment Works, not borrow any money, enter into any contract or agreement or incur any other liabilities in connection with the Treatment Works without the prior written consent of the Finance Authority if such undertaking would involve, commit or use the revenues of the Treatment Works; provided that the Participant may authorize and issue additional obligations, payable out of the revenues of its Treatment Works, ranking on a parity with the Bonds for the purpose of financing the cost of future additions, extensions and improvements to the Treatment Works, or to refund obligations of the Treatment Works, subject to the conditions, if any, in the Authorizing Instrument.

(l) Comply with the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d *et seq.*, the Age Discrimination Act, as amended, Public Law 94-135, Section 504 of the Rehabilitation Act of 1973, as amended (including Executive Orders 11914 and 11250), 29 U.S.C. Section 794, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, Executive Order 11246 regarding equal employment opportunity, and Executive Orders 11625 and 12138.

(m) Undertake all actions necessary to investigate all potential, material claims which the Participant may have against other persons with respect to the Treatment Works

and the Project and take whatever action is necessary or appropriate to (1) recover on any actionable, material claims related to the Project or the Planning, Design or Construction thereof, (2) meet applicable Project performance standards and (3) otherwise operate the Treatment Works in accordance with applicable federal, State and local law.

(n) Not modify, alter, amend, add to or rescind any provision of the Authorizing Instrument without the prior written consent of the Finance Authority.

(o) In the event the Participant adopts an ordinance or resolution to refund the Bonds, within 5 days of the adoption of the ordinance or resolution, provide written notice to the Finance Authority of the refunding. Any refunding of the Bonds shall only be undertaken by the Participant with the prior written consent of the Finance Authority.

(p) In any year in which total expenditures of Federal financial assistance received from all sources exceeds \$750,000 the Participant shall comply with the Federal Single Audit Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see 2 CFR 200 Subpart F) and have an audit of their use of Federal financial assistance. The Participant agrees to provide the Finance Authority with a copy of the SAA audit within 9 months of the audit period.

(q) Inform the Finance Authority of any findings and recommendations pertaining to the SRF program contained in an audit of 2 CFR 200 Subpart F (a/k/a "Super Circular") matters in which SRF Federal financial assistance was less than \$750,000.

(r) Initiate within 6 months of the audit period corrective actions for those audit reports with findings and recommendations that impact the SRF financial assistance.

(s) Notwithstanding anything in the Authorizing Instrument related to the Bonds (or in any authorizing instrument related to any other outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds) to the contrary, in the event any Credit Provider that has provided a Credit Instrument fails to be rated on a long term basis at least "A-/A3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors (such Credit Instrument, a "Disqualified Instrument"), within 12 months of such failure (or pursuant to such other schedule as may be approved by the Finance Authority), the Participant shall cause cash (or a replacement Credit Instrument from a Credit Provider that is rated on a long term basis at least "AA-/Aa3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors)(or some combination thereof) in an aggregate amount equal to the stated credit available under the Disqualified Instrument(s) to be deposited in the related reserve account(s) in lieu of such Disqualified Instrument(s). No Disqualified Instrument shall be included as part of the reserve balance which satisfies any such reserve requirement under any such authorizing instrument. Nothing in this subsection shall waive or modify additional requirements contained in any such authorizing instrument (including the Authorizing Instrument related to the Bonds); the provisions of this subsection and any such authorizing instrument (including the Authorizing Instrument related to the Bonds)

shall both be required to be met. Unless and until notice shall be given by the Finance Authority to the Participant, a surety policy issued by MBIA Insurance Corporation or Financial Guaranty Insurance Company that has been reinsured by National Public Finance Guarantee Corporation (formerly known as MBIA Insurance Corp. of Illinois) shall not be treated as a Disqualified Instrument.

(t) (i) comply with Title 40 CFR Part 34 (New Restrictions on Lobbying) and the Byrd Anti-Lobbying Amendment ("Lobbying Restrictions"); (ii) provide certifications and disclosures related to Lobbying Restrictions in a form and manner as may from time to time be required by SRF Policy Guidelines or the Clean Water Act including without limitation the Lobbying Restrictions; and (iii) pay any applicable civil penalty required by the Lobbying Restrictions as may be applicable to making a prohibited expenditure under Title 40 CFR Part 34, or failure to file any required certification or lobbying disclosures. The Participant understands and acknowledges that pursuant to such Lobbying Restrictions, the making of any such prohibited expenditure, or any such failure to file or disclose, is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

(u) Comply with all federal requirements applicable to the Loan (including those imposed by the Clean Water Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

(v) Comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

(w) Whenever from time to time requested by the Finance Authority, submit evidence satisfactory to the Finance Authority demonstrating that the Participant's rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Treatment Works, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Treatment Works (including the Bonds) and, in the event the Participant's rates and charges are insufficient to demonstrate such coverage, then to the extent permitted by law annually enact an increase in its rates and charges reasonably designed to be consistent with SRF Policy Guidelines regarding such coverage.

(x) Notwithstanding any provision of the Authorization Instrument to the contrary, not make any payment in lieu of property taxes from any account of the Treatment Works (i) if the Finance Authority provides notice to the Participant that the Finance Authority has determined in its reasonable discretion that such a transfer adversely affects the Finance Authority and (ii) more frequently than semiannually if the Authority provides notice to the Participant so requiring such a limitation on frequency.

(y) Comply with all requirements of this Agreement applicable to the Loan (including those imposed by the attached Exhibit D).

Section 3.03. Representations and Warranties of the Participant. After due investigation and inquiry, the Participant hereby represents and warrants to the Finance Authority that:

(a) The Participant is duly organized and existing under State law, and constitutes a "political subdivision" within the meaning of I.C. 5-1.2-2-57) and a "participant" within the meaning of I.C. 5-1.2-2-54. The Project and the Treatment Works are subject to I.C. 36-9-23 and the Participant has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works and the Project, consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

(b) The Participant has full power and authority to adopt the Authorizing Instrument, enter into this Agreement and issue the Bonds and perform its obligations hereunder and thereunder.

(c) By all required action, the Participant has duly adopted the Authorizing Instrument and authorized the execution and delivery of this Agreement, the Bonds and all other papers delivered in connection herewith.

(d) Neither the execution of, nor the consummation of the transaction contemplated by, this Agreement nor the compliance with the terms and conditions of any other paper referred to herein, shall conflict with, result in a breach of or constitute a default under, any indenture, mortgage, lease, agreement or instrument to which the Participant is a party or by which the Participant or its property, including the Treatment Works, is bound or any law, regulation, order, writ, injunction or decree of any court or governmental agency or instrumentality having jurisdiction.

(e) There is no litigation pending or, to the knowledge of the Participant, upon investigation, threatened that (1) challenges or questions the validity or binding effect of this Agreement, the Authorizing Instrument or the Bonds or the authority or ability of the Participant to execute and deliver this Agreement or the Bonds and perform its obligations hereunder or thereunder or (2) would, if adversely determined, have a significant adverse effect on the ability of the Participant to meet its obligations under this Agreement, the Authorizing Instrument or the Bonds.

(f) The Participant has not at any time failed to pay when due interest or principal

on, and it is not now in default under, any warrant or other evidence of obligation or indebtedness of the Participant.

(g) All information furnished by the Participant to the Finance Authority or any of the persons representing the Finance Authority in connection with the Loan or the Project is accurate and complete in all material respects including compliance with the obligations, requirements and undertakings imposed upon the Participant pursuant to this Agreement.

(h) The Participant has taken or will take all proceedings required by law to enable it to issue and sell the Bonds as contemplated by this Agreement.

(i) For any outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds, each Credit Provider, if any, that has provided a Credit Instrument is at least rated on a long term basis "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc., and their successors, except as represented and set forth in Exhibit C attached thereto (and with respect to which true, accurate and complete copies of each such Credit Instrument have been delivered to the Finance Authority).

Each of the foregoing representations and warranties will be deemed to have been made by the Participant as of the date of this Agreement and as of the date of any disbursement of Loan proceeds (including from the Construction Fund). Each of the foregoing representations and warranties shall survive the Loan disbursements regardless of any investigation or investigations the Finance Authority may have undertaken.

Section 3.04. Covenants Regarding Assignment. The Participant acknowledges that the Finance Authority may pledge, sell or assign the Bonds or cause the Bonds to be pledged, sold or assigned, and certain of its rights related thereto, as permitted pursuant to Section 5.02 herein. The Participant covenants and agrees to cooperate with and assist in, at its expense, any such assignment. Within 30 days following a request by the Finance Authority, the Participant covenants and agrees with the Finance Authority that the Participant will, at its expense, furnish any information, financial or otherwise, with respect to the Participant, this Agreement, the Authorizing Instrument and the Bonds and the Treatment Works as the Finance Authority reasonably requests in writing to facilitate the sale or assignment of the Bonds.

Section 3.05. Nature of Information. All information furnished by the Participant to the Finance Authority or any person representing the Finance Authority in connection with the Loan or the Project may be furnished to any other person the Finance Authority, in its judgment, deems necessary or desirable in its operation and administration of the Wastewater SRF Program.

Section 3.06. Tax Covenants. The Participant hereby covenants that it will not take, or cause or permit to be taken by it or by any party under its control, or fail to take or cause to permit to be taken by it or by any party under its control, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code. The Participant further covenants that it will not do any act or thing that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the

Code or "arbitrage bonds" within the meaning of Section 148 of the Code. In furtherance and not in limitation of the foregoing, the Participant shall take all action necessary and appropriate to comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable to the Participant or the Bonds, including accounting for and making provision for the payment of any and all amounts that may be required to be paid to the United States of America from time to time pursuant to Section 148 of the Code.

Section 3.07. Non-Discrimination Covenant. Pursuant to and with the force and effect set forth in I.C. 22-9-1-10, the Participant hereby covenants that the Participant, and its contractor and subcontractor for the Project, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry.

(End of Article III)

ARTICLE IV

DEFAULTS

Section 4.01. Remedies. The Finance Authority's obligation to make a disbursement under the Loan to the Participant hereunder may be terminated at the option of the Finance Authority, without giving any prior notice to the Participant, in the event: (a) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith (including the Authorizing Instrument); or (b) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default and in addition to any other remedies at law or in equity, the Finance Authority may (x) require a Loan Reduction Payment pursuant to Section 2.06 herein as if it were a date that was three (3) years after the dated date of the Bonds, (y) in the event a Deposit Agreement has not previously been entered into related to the Participant's Bond Fund (including any related reserve), require the Participant to enter into a Deposit Agreement (or to modify any such previously entered Deposit Agreement) and the Participant shall enter into (or modify) such an agreement within 5 days after any such demand and (z) without giving any prior notice, declare the entire outstanding principal amount of the Loan, together with accrued interest thereon, immediately due and payable.

Section 4.02. Effect of Default. Failure on the part of the Finance Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Finance Authority by this Agreement or by law shall not make the Finance Authority liable in damages to the Participant or relieve the Participant from paying any Bond or fully performing any other obligation required of it under this Agreement or the Authorizing Instrument; provided, however, that the Participant may have and pursue any and all other remedies provided by law for compelling performance by the Finance Authority of such obligation assumed by or imposed upon the Finance Authority. The obligations of the Finance Authority hereunder do not create a debt or a liability of the Finance Authority or the State under the constitution of the State or a pledge of the faith or credit of the Finance Authority or the State and do not directly, indirectly or contingently, obligate the Finance Authority or the State to levy any form of taxation for the payment thereof or to make any appropriation for their payment. Neither the Finance Authority or the State, nor any agent, attorney, member or employee of the Finance Authority or the State shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

Section 4.03. Defaults under Other Agreements. The Participant and the Finance Authority agree that any event of default occurring under the Other Agreements shall constitute an event of default under this Agreement. Similarly, the Participant and the Finance Authority agree that any event of default under this Agreement, or under any subsequent financial assistance agreement entered into between the Participant and the Finance Authority, shall constitute an event of default under the Other Agreements and the subsequent financial assistance agreement, if any, as the case may be.

(End of Article IV)

ARTICLE V

MISCELLANEOUS

Section 5.01. Citations. Any reference to a part, provision, section or other reference description of a federal or State statute, rule or regulation contained herein shall include any amendments, replacements or supplements to such statutes, rules or regulation as may be made effective from time to time. Any reference to a Loan disbursement shall include any disbursement from the Construction Fund. Any use of the term "including" herein shall not be a limitation as to any provision herein contained but shall mean and include, without limitation, the specific matters so referenced.

Section 5.02. Assignment. Neither this Agreement, nor the Loan or the proceeds thereof may be assigned by the Participant without the prior written consent of the Finance Authority and any attempt at such an assignment without such consent shall be void. The Finance Authority may at its option sell or assign all or a portion of its rights and obligations under this Agreement, the Authorizing Instrument, and the Bonds to an agency of the State or to a separate body corporate and politic of the State or to a trustee under trust instrument to which the Finance Authority, the State or any assignee is a beneficiary or party. The Finance Authority may at its option pledge or assign all or a portion of its rights under this Agreement, the Authorizing Instrument, and the Bonds to any person. The Participant hereby consents to any such pledge or assignment by the Finance Authority. This Agreement shall be binding upon and inure to the benefit of any permitted secured party, successor and assign.

Section 5.03. No Waiver. Neither the failure of the Finance Authority nor the delay of the Finance Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other further exercise of any other right, power or privilege.

Section 5.04. Modifications. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

Section 5.05. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth or as may be made in the Authorizing Instrument and the other papers delivered in connection herewith. In the event there is a conflict between the terms of this Agreement and the Authorizing Instrument, the terms of this Agreement shall control. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto. This Agreement shall not be deemed to be a merger or integration of the existing terms under the Other Agreements except as expressly set forth in Section 4.03 herein.

Section 5.06. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Finance Authority and the

Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

Section 5.07. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement on the part of the Finance Authority or the Participant to be performed shall be deemed by a court of competent jurisdiction to be contrary to law or cause the Bonds to be invalid as determined by a court of competent jurisdiction, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and waived and shall in no way affect the validity of the other provisions of this Agreement.

Section 5.08. Notices. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally or sent or transmitted to the appropriate destination as set forth below in the manner provided for herein. Notice to the Finance Authority shall be addressed to:

Indiana Finance Authority
SRF Programs
100 North Senate, Room 1275
Indianapolis, Indiana 46204
Attention: Director of Environmental Programs

or at such other address(es) or number(s) and to the attention of such other person(s) as the Finance Authority may designate by notice to the Participant. Notices to the Participant shall be addressed to:

City Hall
123 Washington Street
Columbus, Indiana 47201
Attention: Controller

or at such other address(es) or number(s) and to the attention of such other person(s) as the Participant may designate by notice to the Finance Authority. Any notice hereunder shall be deemed to have been served or given as of (a) the date such notice is personally delivered, (b) three (3) Business Days after it is mailed U.S. mail, First Class postage prepaid, (c) one (1) Business Day after it is sent on such terms by Federal Express or similar next-day courier, or (d) the same day as it is sent by facsimile transmission with telephonic confirmation of receipt by the person to whom it is sent.

Section 5.09. Expenses. The Participant covenants and agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Bonds and providing the necessary certificates, documents and opinions required to be delivered therewith; (b) the fees, costs and expenses in connection with making and administering the Loan; (c) the costs and expenses of complying with its covenants made herein; and (d) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, the Authorizing Instrument and the Bonds in the event of the breach by the Participant of or a default under this Agreement, the Authorizing Instrument or the Bonds. Notwithstanding clause (b) above, the Participant shall not be obligated to pay any of the fees, costs and expenses in connection with administering the Loan except as follows: (1) the Finance Authority may request and the Participant shall promptly pay (no later than the date first above written), a closing fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,500, which may not be paid from a Loan disbursement; (2) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), an annual administrative fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,500, which may not be paid from a Loan disbursement; (3) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-Use Fee in connection with the Loan, which may not be paid from a Loan disbursement; (4) for so long as the Finance Authority is the registered owner of the Bonds, at the direction of the Finance Authority, the interest rate on the Bonds may be adjusted to lower the interest rate on the Bonds, and the difference between the amount payable as the original rate on the Bonds and the lower rate shall be deemed an additional administrative fee in connection with the Wastewater SRF Program; and (5) the Participant shall only be obligated to pay fees, costs and expenses of the Finance Authority's counsel and financial advisers in connection with making the Loan, which may be paid from a Loan disbursement.

Section 5.10. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

Section 5.11. Term. This Agreement shall terminate at such time as the Participant has fully met and discharged all of its obligations hereunder, which term may extend beyond the final payment of the Bonds or provision for the payment of the Bonds pursuant to the Authorizing Instrument.

Section 5.12. Non-Collusion. The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Loan.

Section 5.13. Federal Award Information. The CFDA Number for the Finance Authority's Wastewater SRF Program (also known as the Clean Water SRF Loan Program) is 66.458 and the Federal Agency & Program Name is "US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds."

(End of Article V)

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BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

CITY OF COLUMBUS, INDIANA

“Participant”

By: _____

Printed: _____

Title: _____

Attest: _____

INDIANA FINANCE AUTHORITY

“Finance Authority”

By: _____

James P. McGoff

Director of Environmental Programs

EXHIBIT A
Project Description

The Project consists of the following improvements to the Participant's Treatment Works:

-
-
-
-

[The Project contains components that are GPR Projects, which GPR Projects Expenditures have been determined and are expected as of the date of this Agreement to be in the amount as set forth in the Participant's business case or categorical exclusion which is posted at www.srf.in.gov.]

The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the Finance Authority (or if designated by the Finance Authority, the Department).

[End of Exhibit A]

EXHIBIT B
Principal Payment Schedule for the Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Principal Amount</u>
02/15/2025	\$	08/15/2043	\$
02/15/2026		02/15/2044	
02/15/2027		08/15/2044	
02/15/2028		02/15/2045	
02/15/2029		08/15/2045	
02/15/2030		02/15/2046	
08/15/2030		08/15/2046	
02/15/2031		02/15/2047	
08/15/2031		08/15/2047	
02/15/2032		02/15/2048	
08/15/2032		08/15/2048	
02/15/2033		02/15/2049	
08/15/2033		08/15/2049	
02/15/2034		02/15/2050	
08/15/2034		08/15/2050	
02/15/2035		02/15/2051	
08/15/2035		08/15/2051	
02/15/2036		02/15/2052	
08/15/2036		08/15/2052	
02/15/2037		02/15/2053	
08/15/2037		08/15/2053	
02/15/2038		02/15/2054	
08/15/2038		08/15/2054	
02/15/2039		02/15/2055	
08/15/2039		08/15/2055	
02/15/2040		02/15/2056	
08/15/2040		08/15/2056	
02/15/2041		02/15/2057	
08/15/2041		08/15/2057	
02/15/2042		02/15/2058	
08/15/2042		08/15/2058	
02/15/2043		02/15/2059	
		TOTAL	\$

[End of Exhibit B]

EXHIBIT C
Credit Instrument

Credit Providers rated on a long-term basis lower than "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc. are:

- None.

[End of Exhibit C]

Exhibit D
Additional Terms

A. The following additional terms in this Paragraph A are [NOT] applicable to the Loan:

“Equivalency Project” shall mean a project designated by the Finance Authority as an “equivalency project” under the Clean Water Act related to the “US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds” for the federal fiscal year designated by the Finance Authority.

“A/E Services” shall mean professional services related to the Planning or Design of the Project including for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services.

“BIL” shall mean the Bipartisan Infrastructure Law (BIL) (P.L. 117-58), also known as the “Infrastructure Investment and Jobs Act of 2021” (IIJA), signed into law on November 15, 2021.

The Participant understands and acknowledges that the Project has been designated as an Equivalency Project and is required to meet the related applicable requirements of the Clean Water Act which among other requirements requires that for costs of Planning or Design (including costs for A/E Services) to be treated as Eligible Costs under this Agreement, such services (and the related contract) are required to be negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended). In connection with any request for disbursement of the Loan that is submitted by the Participant to the Finance Authority to provide for the payment of any costs of Planning or Design (including costs for A/E Services), the Participant represents and warrants that such costs relate only to services provided under a contract negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended).

The Participant further understands and agrees that it is required to comply with all terms of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, which among other requirements prohibits the use of Loan proceeds by the Participant to procure (by means of entering into, extending, or renewing contracts) or obtain equipment, systems or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works. Such prohibitions extend to the use of Loan proceeds by the Participant to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works. The Participant

represents and warrants that it has not procured or obtained from Loan proceeds equipment, systems or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works.

The Participant further understands and agrees that it shall comply with all federal requirements applicable to the assistance received (including those imposed by BIL) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

The Participant further understands and agrees that it shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the Finance Authority or the Agency, such as performance indicators of program deliverables, information on costs and progress of the Project. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

The Participant further understands and agrees that it shall comply with (i) Executive Order 14030, regarding Climate-Related Financial Risk and (ii) Executive Order 13690, regarding Flood Risk Management Standards.

The Participant further understands that the Project is being financed, in whole or in part, with BIL funds, and shall place a physical sign displaying the official *Building a Better America* emblem and Agency logo at the site of the Project.

- B. *The following additional terms in this Paragraph B (related to GPR Projects and the related defined terms) are [NOT] applicable to the Loan.*

"GPR Projects" shall mean Project components that meet the requirement of the "Green Project Reserve (GPR) Sustainability Incentive Program" consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

"GPR Projects Adjustment Fee" shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate

determined under the Wastewater SRF Program's interest rate policies and practices using the final, actual GPR Projects Expenditures (rather than the GPR Projects Business Case Amount), all as determined by the Finance Authority.

"GPR Projects Business Case Amount" shall mean the amount referenced in the Participant's business case related to GPR Projects as was set in the Participant's Preliminary Engineering Report (or categorical exclusion) posted at www.srf.in.gov, uses of funds information submitted to the Finance Authority after the Project was bid or some other submitted information that was used by the Finance Authority prior to the date of this Agreement to set a special interest rate under the Wastewater SRF Program's interest rate policies and practices applicable to the Bonds.

"GPR Projects Expenditures" shall mean those costs and expenses incurred by the Participant that are part of the Project which are GPR Projects in nature (within the meaning of the Wastewater SRF Act) as determined by the Finance Authority, in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program's interest rate policies and practices.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a GPR Projects project. In the event GPR Projects Expenditures are hereafter determined by the Finance Authority to be less than the GPR Projects Business Case Amount, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a GPR Projects Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its GPR Projects Expenditures when and as required by SRF Policy Guidelines. The Participant understands and acknowledges that it is required to submit a business case or categorical exclusion documenting the GPR Projects and the GPR Projects Business Case Amount prior to loan closing or if a request is made pursuant to Section 3.02(f) of this Agreement.

- C. *The following additional terms in this Paragraph C (related to Non-point Source Projects and the related defined terms) are [NOT] applicable to the Loan:*

"Non-point Source Adjustment Fee" shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program's interest rate policies and practices using the final, actual Non-point Source Expenditures (rather than the amount referenced in the Participant's post-bid and other documents submitted to the Finance Authority), all as determined by the Finance Authority.

“Non-point Source Expenditures” shall mean those costs and expenses incurred by the Participant that are Non-point Source Projects in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program’s interest rate policies and practices.

“Non-point Source Projects Amount” shall mean the amount referenced in the Participant’s post-bid and other documents submitted to the Finance Authority prior to the date of this Agreement to set a special interest rate under the Wastewater SRF Program’s interest rate policies and practices applicable to the Bonds

“Non-point Source Projects” shall mean Project components that meet the requirement of SRF Policy Guidelines and the Wastewater SRF Act to be non-point source in nature as determined by the Finance Authority.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a non-point source project. In the event Non-point Source Expenditures are hereafter determined by the Finance Authority to be less than the Non-point Source Projects Amount, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-point Source Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its Non-point Source Expenditures when and as requested by SRF Policy Guidelines.

[End of Exhibit D]



MEMORANDUM

TO: Columbus City Council
FROM: Heather Pope, Director of Redevelopment
DATE: October 24, 2024
RE: Grant to BCSC for Workforce Development

At its regularly scheduled meeting on September 16, 2024, the Redevelopment Commission heard from the Bartholomew Consolidated School Corporation about the measured success the TIF dollars have had on the three identified workforce programs over the past eight years.

The grant expenditure of \$1,000,000 shall be allocated to the following programs:

- **iGrad - \$330,500**
- **S.T.E.M - \$402,103**
- **Transition Planning - \$267,397**

Having heard from the School Corporation at their September 16th Redevelopment Commission meeting, holding a public meeting, engaged in dialogue, voted unanimously to grant \$1,000,000 to the School Corporation for school year 2024/2025.

Pursuant to Council Ordinance #25-2003, any proposed expenditure by the Commission in excess of \$500,000 is subject to Council approval. The Commission, by way of resolution, is making a recommendation to the Council to authorize the \$1,000,000 expenditure to support workforce development.

Attached you will find:

- City Council Resolution authorizing the expenditure to grant \$1,000,000 to Bartholomew Consolidated School Corporation for workforce development.
- Redevelopment Commission Resolution recommending said expenditure.
- BCSC presentation on workforce development progress and 2024 request.

RESOLUTION NO. ___, 2024

**A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBUS
REDEVELOPMENT COMMISSION TO GRANT FUNDS IN EXCESS OF \$500,000 TO
BARTHOLOMEW CONSOLIDATED SCHOOL CORPORATION FOR WORKFORCE DEVELOPMENT
INCLUDING IGRAD, S.T.E.M. TRANSITION PLANNING
FOR SCHOOL YEAR 2024/2025**

WHEREAS, the City of Columbus Department of Redevelopment and Redevelopment Commission (the "Commission") was established in August 2003 (Columbus Common Council Ordinance # 25-2003) by the Columbus Common Council (the "Council") pursuant to I.C. 36-7-14-39;

WHEREAS, the City of Columbus Redevelopment Commission has the authority pursuant to Ind. Code 36-7-25-7 to make a grant of funds for education and training purposes;

WHEREAS, the Bartholomew Consolidated School Corporation made a request to the Redevelopment Commission for a grant of funds to assist the School Corporation with funding of three workforce development programs;

WHEREAS, the School Corporation identified three (3) programs in need of financial assistance: iGrad, S.T.E.M, and Transition Planning;

WHEREAS, the Commission having heard of the progress the TIF funds have made to the three programs in the past eight years and the continued funding deficit from the School Corporation, the School Corporations desire to grow the programs, and after holding a public hearing approved a resolution to grant \$1,000,000 for school year 2024/2025 by way of Redevelopment Resolution No. 27-2024 (attached);

WHEREAS, pursuant to Council Ordinance #25-2003, any proposed expenditure by the Commission in excess of \$500,000 is subject to Council approval; and

WHEREAS, the Commission has asserted that sufficient funding exists in the Central Allocation Area (Central TIF) to cover the grant to Bartholomew Consolidated School Corporation for 2024/2025 school year.

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF COLUMBUS, having heard from the representative of the Columbus Redevelopment Commission, Dr. Chad Phillips, Bartholomew County School Corporation Superintendent, and members of the public and having received the request for an expenditure over the Commissions' spending authority, and the Council having had an opportunity to inquire and more fully understand this request and now having considered same has voted on this request to grant a Workforce Development Grant to Bartholomew Consolidated School Corporation in the amount of \$1,000,000 to be allocated to the following programs:

iGrad: \$330,500; S.T.E.M.: \$402,103; and Transition Planning: \$267,397;

THIS RESOLUTUION IS ADOTPED BY THE COMMON COUNCIL OF COLUMBUS, INDIANA
on this the ____ day of _____, 2024, by a vote of _____ ayes and
_____ nays.

Presiding Officer of the Common Council

ATTEST:

Luann Welmer
Clerk of the Common Council

Presented by me to the Mayor of Columbus, Indiana this ____ day of _____, 2024 at
_____ o'clock _____.M.

Luann Welmer
Clerk of the City of Columbus, Indiana

Approved and signed by me this ____ day of _____, 2024 at _____ o'clock
_____.M.

Mary K. Ferdon, Mayor
City of Columbus, Indiana

RESOLUTION NO. 27 -2024

**RESOLUTION OF THE COLUMBUS REDEVELOPMENT COMMISSION TO
PROVIDE BARTHOLOMEW CONSOLIDATED SCHOOL CORPORATION WITH A
WORKFORCE DEVELOPMENT GRANT FOR THE SCHOOL YEAR 2024/2025**

Comes now the Columbus Department of Redevelopment, more commonly known as the Columbus Redevelopment Commission, and for this Resolution says as follows:

WHEREAS, Indiana Code §36-7-14-1 et seq. provides that a community may establish a Department of Redevelopment to be controlled by a Redevelopment Commission; and

WHEREAS, the City of Columbus, through its Common Council, did on August 19, 2003 create the City of Columbus Department of Redevelopment and the City of Columbus Redevelopment Commission ("Redevelopment Commission") by way of Ordinance Number 25, 2003; and

WHEREAS, the Central T.I.F. Allocation Area receives funds through property taxes; and

WHEREAS, the Bartholomew Consolidated School Corporation did make an initial request of the Redevelopment Commission for a grant of funds to assist the School Corporation with funding for three (3) programs: iGrad, S.T.E.M. and the Transition Planning programs in 2016; and

WHEREAS, the Superintendent of the Bartholomew Consolidated School Corporation did appear before the Redevelopment Commission on July 17, 2017, and presented a comprehensive report of the use of said funds from the 2017 grant, successes the program enjoyed and forecast for the number of students to be served for the 2017/2018 school year and sought an additional grant from the Redevelopment Commission for \$750,000, which was approved by Resolution 25-2017; and

WHEREAS, comprehensive grant requests, presentations and reports were presented to and prepared for the Redevelopment Commission regarding funding requests and past years' fund use for the 2018/2019, 2019/2020 & 2020/2021 school years, and the Redevelopment Commission did by way of Resolutions 17-2018, Resolution 16-2019, and Resolution 14-2020, approved grants to the Bartholomew County School Corporation the amount of \$750,000 for the school years 2018/2019, 2019/2020, and 2020/2021.

WHEREAS, on July 21, 2021, the Redevelopment Commission received a presentation from the Bartholomew Consolidated School Corporation regarding iGrad, S.T.E.M. and Transitions Planning programs, and on and September 19, 2022, the Redevelopment Commission received a presentation from the Bartholomew Consolidated School Corporation regarding iGrad, S.T.E.M. Information Technology Pathway w/ Ivy Tech, and Transitions Planning programs, along with the summary of how each of the prior year's grant monies were used. The Redevelopment Commission did by way of Resolution 21-2021 and Resolution 19-2022, approved grants to the Bartholomew County School Corporation the sum of \$1,000,000 for the 2021/2022 and 2022/2023 school years; and

WHEREAS, on August 21, 2023, the Redevelopment Commission received a presentation from the Bartholomew Consolidated School Corporation regarding iGrad, S.T.E.M., Information Technology Pathway w/ Ivy Tech, and Transitions Planning programs, along with the summary of how the prior year's grant monies were used along with plans for the program in the 2023/2024 school year and requested a grant in an amount of \$1,000,000.00, which was approved by way of Resolution 25-2023.

WHEREAS, on September 16, 2024, the Redevelopment Commission received a presentation from the Bartholomew Consolidated School Corporation regarding iGrad, S.T.E.M., Information Technology Pathway w/ Ivy Tech, and Transitions Planning programs, along with the summary of how the prior year's grant monies were used along with plans for the program in the 2024/2025 school year and requested a grant in an amount of \$1,000,000.00.

NOW, THEREFORE, IT IS RESOLVED:

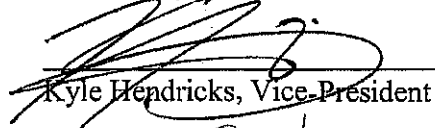
1. The City of Columbus Redevelopment Commission having heard the request from the Bartholomew Consolidated School Corporations for a Grant for the iGrad, S.T.E.M., Information Technology Pathway w/ Ivy Tech, and Transition Program now finds as follows:
 - a. It is anticipated that students educated through the Bartholomew Consolidated School Corporation, specifically in the above named programs, will find their future employment within the community after graduation;
 - b. The iGrad, S.T.E.M., Information Technology Pathway w/ Ivy Tech and Transition Planning programs are educational and work training programs all designed to prepare individuals to participate in the competitive and global economy;
 - c. The Redevelopment Commission finds these programs will promote the redevelopment and economic development of the City of Columbus, is of utility and benefit for the community, citizens, and employers within the City of Columbus, and is in the best interests of the unit's residents; and
 - d. The Bartholomew Consolidated School Corporation presented a report regarding the use of said funds, number of students served, results of participation for prior school years and projections for the 2024/2025 school year.
2. Upon these findings, the City of Columbus Redevelopment Commission is granted authority pursuant to Ind. Code §36-7-25-7 to make a grant of funds for educational and training programs.
3. The Redevelopment Commission does hereby recommend a grant in the amount of \$1,000,000.00 to be made to the Bartholomew Consolidated School Corporation for the iGrad, S.T.E.M., Information Technology Pathway w/ Ivy Tech and Transition Planning programs in the 2024/2025 school year.
4. The Redevelopment Commission does note that this expenditure exceeds its spending authority pursuant to Ordinance 25-2003, and as such, is recommending to the Common Council of the City of Columbus that they consider this grant and approve the same on the terms set forth herein or on any other terms and conditions the Common Council of the City of Columbus deems fit and proper.

5. The President of the Commission, or his designee, is authorized to execute any necessary documents to effectuate this resolution on behalf of the Commission.

Adopted this 16th day of September 2024.



Al Roszczyk, President



Kyle Hendricks, Vice-President



Trena Carter, Secretary



TIF WORKFORCE DEVELOPMENT FUNDING

Columbus City Council

November 6, 2024

BCSC
TOGETHER WE LEARN

GOAL

Improve workforce development through a unique partnership between the Columbus Redevelopment Commission and the Bartholomew Consolidated School Corporation.



BCSC
TOGETHER WE LEARN

WORKFORCE DEVELOPMENT PROJECTS

I-GRAD

Embedded systemic approach in the high schools and middle schools to achieve a high school graduation rate of 100%

Transition Programs

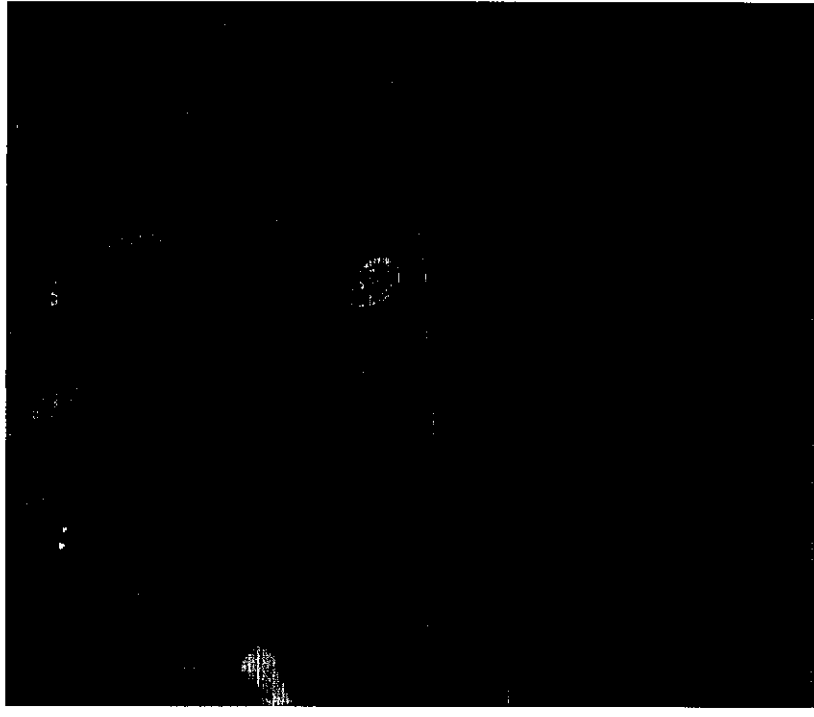
Systemically developed approaches to transition students with disabilities into the workforce or post-secondary opportunities

STEM

K-12 courses that teach science, technology, engineering, and math

i-GRAD

- Goal to achieve a high school graduation rate of 100%
- Serves students in grades 8-12
- Academic support and mentoring to students identified as at-risk
- Provides support needed to graduate and enter post-secondary education or a career
- Connects students to job readiness skills



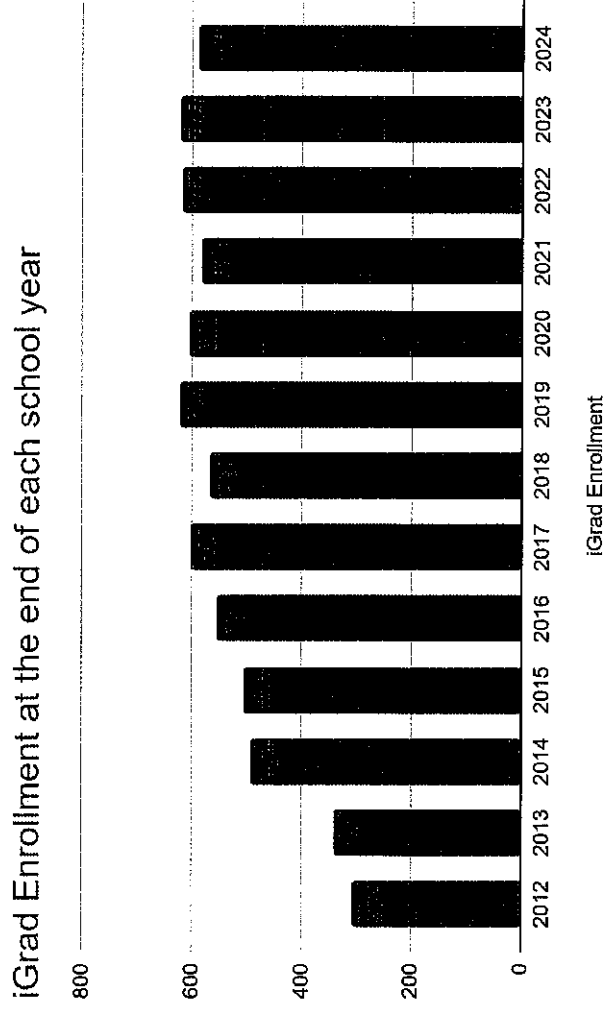
i-GRAD UPDATE

- Served 637 BCSC students in 2023-24
- Class of 2024 graduation rate: 100%
- On track with respect to credits:

9 th Grade	10 th Grade	11 th Grade	12 th Grade
68.6%	80.3%	82.9%	100.0%

Amount requested 2017-2021: \$253,825

Amount requested 2022-2025: \$330,500



Estimated # of students impacted since 2017: 2,434

TRANSITION PLANNING

- Identifies strengths, preferences, interests, and supports for students with disabilities.
- Provides instructional services, community experiences, employment, daily living skills and functional vocational experiences.
- Skills are related to individual needs in keeping within the Universal Design for Learning (UDL) framework.
- Community connections develop work skills and provide training necessary for employment.

Estimated # of students impacted since 2017: 780

TRANSITION PLANNING UPDATE

GOAL: Increase the number of paid work experiences for students with disabilities (SWD).

- 2017-2018 to 2023-2024: increase of 69 SWD with paid work experiences

Empower Program:

- 2023-2024 - 9 students enrolled
- BCSC, Ivy Tech, and IUPUC
- BCSC students with an IEP, ages 18-22, working on a certificate of achievement
- 1-2 year transition program on the Air Park campus and within the Columbus community
- College life experience to gain adult skills to live a fulfilling and independent life

Amount requested 2017: \$247,175

Amount requested 2018-2024: \$267,397

STEM INITIATIVES

With the assistance of the Redevelopment Commission and City of Columbus, BCSC and Columbus are making strides to become the STEM capital of Indiana:

- K-6 STEM labs in every elementary school
- BCSC STEM Camp hosted by C4 for grades 5 & 6
- Girl Up! STEM night hosted by C4
- BCSC VEX Robotics League in elementary and middle schools
- Smith VEX Robotic Team qualified for World Competition
- 86% of HS students take at least one C4 STEM-related course

Estimated # of students engaged with STEM activities since inception: 10,250

IT PATHWAY UPDATE

- Number of students in Cohort 4:15
- Total number of high school credits earned: 602
- Total number of college credits earned: 1052
- Total amount of tuition dollars saved: \$184,100
- Anticipated number of students in Cohort 5:15



Estimated # of students impacted since 2020: 81

BCSC
TOGETHER WE LEARN

STEM INITIATIVES

STEM amount requested 2017: \$249,000

STEM amount requested 2018-2021: \$228,778

Amount requested 2022-2024: \$402,103



REQUEST SUMMARY FOR YEAR 9

1. Financial support for the i-GRAD program: **\$330,500**
2. Continued financial support for funding Transition Planning: **\$267,397**
3. Support of STEM initiatives: **\$402,103**

TOTAL REQUEST: \$1,000,000

Total estimated # of students impacted since 2017: 13,545



columbusindiana

redevelopment

MEMORANDUM

TO: Columbus City Council

FROM: Heather Pope, Director of Redevelopment

DATE: October 24, 2024

RE: Purchase of 2452 State Street, Columbus, Indiana

In 2014 the City of Columbus adopted the State Street Corridor Plan as part of the City's Comprehensive Plan. The key mission of the plan was to create a long-term vision for enhancing the Corridor's overall land use, economic vitality, and physical appearance and image. The plan specifically recognized the property located at 2452 State Street as an "opportunity site". In 2014 this property was being operated as the Bartholomew County Highway Garage. Since the plan's adoption the Bartholomew County Commission have built a new highway garage facility and have vacated nearly all of the site. The current structures on the site are unoccupied, with the exception of the salt barn in the north-west corner.

Since the State Street Corridor plan was adopted the City of Columbus, through the use of TIF dollars, has completed the State Street Trail Connection Project. The trail connection project ties the downtown to the State Street corridor and can be recognized by the attractive pedestrian scale lighting, landscaping and architectural features from 5th and California, across the newly redesigned State Street Bridge, down to California Street. Significant private investment has taken place along the State Street corridor on small parcels along the corridor. Additionally, in 2023 the City of Columbus extended the Central Allocation Area down the State Street corridor.

All though the Redevelopment Commission does not have a final use for the property, it is one, with some incentive (demolishing the existing buildings and complete any environmental remediation as needed), could really impact the area in a positive way.

The Redevelopment Commission has a Letter of Intent with the Bartholomew County Commissioners to purchase the property for the average of the two appraisals. The appraisals received were \$1,010,000 and \$1,140,000. The average of the appraisals is \$1,075,000.

At its regularly scheduled meeting on October 21st, the Redevelopment Commission unanimously approved a resolution to proceed with the purchase of the property at 2452 State Street for \$1,075,000 plus any associated closing costs.

I will be requesting the City Council approve the expenditure for the purchase of property at 2452 State Street for \$1,075,000 plus associated closing cost for a not to exceed amount of \$1,100,000 (\$1,075,000 purchase price plus expected closing costs not to exceed \$25,000).

Council Ordinance #25-2003 states that any proposed expenditure by the Commission in excess of \$500,000 is subject to Council approval. The Redevelopment Commission appreciates bringing this project before the City Council for approval and comment.



columbusindiana

redevelopment

Attached you will find the following:

- City Council Resolution authorizing the expenditure over \$500,000 from the Central Allocation Area;
- Redevelopment Commission Resolution;
- Letter of Intent;
- Area Location Map

RESOLUTION NO. ___, 2024

**A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBUS REDEVELOPMENT COMMISSION
TO EXPEND FUNDS OVER \$500,000
FOR THE PURCHASE OF 2452 STATE STREET, COLUMBUS, IN
LOCATED IN THE
CENTRAL ALLOCATION AREA**

WHEREAS, the City of Columbus Department of Redevelopment and Redevelopment Commission (the "Commission") was established in August 2003 (Columbus Common Council Ordinance # 25-2003) by the Columbus Common Council (the "Council") pursuant to I.C. 36-7-14-39; and

WHEREAS, the City of Columbus adopted the State Street Corridor Plan as part of the City's Comprehensive Plan in 2014; and

WHEREAS, the State Street Corridor Plan was developed to help guide State Street's revitalization and redevelopment by prioritizing public investment initiatives and capital improvement programs; and

WHEREAS, the plan is a tool to attract private investment in new development, infrastructure, businesses and human capital, which will help contribute not only to the Corridor's long-term growth but also to the City's overall economic vitality; and

WHEREAS, the property located at 2452 State Street, Columbus, Indiana, 47201, has become available for sale by the Bartholomew County Commissioners; and

WHEREAS, the above mentioned property was identified in the State Street Corridor as a long-term redevelopment property if it were ever to come available for sale, with the City offering tax abatement or other incentives to facilitate site redevelopment; and

WHEREAS, this is a significant property along the State Street Corridor and should be safeguarded to ensure the future use is consistent with the vision of the State Street Corridor Plan; and

WHEREAS, the Redevelopment Commission had two appraisals completed on the 6-acre property located at 2452 State Street at \$1,010,000 and \$1,140,000; and

WHEREAS, the average of the two appraisals is \$1,075,000; and

WHEREAS, the Redevelopment Commission is now presented with the opportunity to purchase the property located at 2452 State Street for the price of \$1,075,000; and

WHEREAS, the Redevelopment Commission on October 21, 2024 unanimously agreed to the purchase of said property for the sum of \$1,075,000 plus \$25,000 for any closing costs; and

WHEREAS, the Redevelopment Commission finds and concludes that the acquisition of this property will complement its ownership of adjacent properties, afford a more readily available development opportunity for the area, expand development opportunities for the area and foster the

overall goals of the City of Columbus and the duties and obligations of the Redevelopment Commission; and

WHEREAS, the Redevelopment Commission has a fully executed Letter of Intent with the Bartholomew County Commissioners to purchase said property as outlined in the Letter of Intent; and

WHEREAS, the Redevelopment Commission will pay all closing costs, and the seller will pay all taxes now due, liens, encumbrances, if any, and will provide title insurance to the Commission; and

WHEREAS, the Redevelopment Commission having ownership of this property will give guidance in the future use of the site to support and grow our State Street Corridor; and

WHEREAS, the Redevelopment Commission does note that this expenditure exceeds its spending authority pursuant to Ordinance #25-2003 and as such the Commission is recommending to the Common Council of the City of Columbus that the Common Council authorize the expenditure of a sum of \$1,075,000 from the Central Allocation Area for the purchase of 2452 State Street, Columbus, Indiana.

NOW THEREFORE BE IT RESOLVED BY THE COLUMBUS COMMON COUNCIL certain funds in the Central Allocation area are necessary to complete the purchase of property at 2452 State Street, Columbus, Indiana. Therefore, the Commission would appreciate bringing this project before the City Council for approval.

1. The Common Council approves the Redevelopment Commission's request to expend funds in excess of the limits set by City Council Ordinance #25-2003 to purchase the real property located at 2452 State Street, Columbus, Indiana for the average of the two appraisals appraised amount of \$1,075,000 plus all associated closing costs and future taxes due, for a not to exceed amount of \$1,100,00.00.
2. There are expected additional costs with closing in an amount not to exceed \$25,000 to be paid at closing.

BE IT RESOLVED the Common Council of the City of Columbus, having heard from the representative of the Columbus Redevelopment Commission, and members of the public and having received the request for an expenditure over the Commissions' spending authority, and the Council having had an opportunity to inquire and more fully understand this request and now having considered same has voted on this request this ____ day of _____ 2024, and this Resolution was ____ approved ____ denied by vote of ____ ayes and ____ nays.

Presiding Officer of the Common Council

ATTEST:

Luann Welmer
Clerk of the City of Columbus, Indiana

Presented by me to the Mayor of Columbus, Indiana this _____ day of _____, 2024 at _____ o'clock _____.M.

Luann Welmer
Clerk of the city of Columbus, Indiana

Approved and signed by me this _____ day of _____, 2024 at _____ o'clock _____.M.

Mary K. Ferdon
Mayor of the City of Columbus, Indiana

RESOLUTION NO: 32 - 2024

RESOLUTION OF THE COLUMBUS REDEVELOPMENT COMMISSION
TO
RECEIVE REAL ESTATE FROM BARTHOLOMEW COUNTY

Comes now the Columbus Department of Redevelopment, more commonly known as the Columbus Redevelopment Commission, and for this Resolution says as follows:

WHEREAS, Indiana Code §36-7-14-1 et seq. provides that a community may establish a Department of Redevelopment to be controlled by a Redevelopment Commission; and

WHEREAS, the City of Columbus, through its Common Council, did on August 19, 2003 create the City of Columbus Department of Redevelopment and the City of Columbus Redevelopment Commission ("Redevelopment Commission") by way of Ordinance Number 25, 2003; and

WHEREAS, the City of Columbus has identified downtown Columbus as an area for significant redevelopment and importance to the future of the City; and

WHEREAS, the State Street corridor has the opportunity to be further redeveloped; and

WHEREAS, the Bartholomew County Board of Commissioners owns property located at 2452 State Street, Columbus, Indiana, 47201, that they are no longer using; and

WHEREAS, the Commission has expressed interest in selling this property to the City to allow for that further redevelopment of the State Street Corridor; and

WHEREAS, two appraisals were performed on the property valuing the property at \$1,010,000 and \$1,140,000; and

WHEREAS, the average of the two appraisals is \$1,075,000; and

WHEREAS, the Commission is now presented with the opportunity to purchase the property located at 2452 State Street for the price of \$1,075,000;

WHEREAS, the Commission will pay all closing costs, future property taxes and the seller will pay all taxes now due, liens, encumbrances, if any, and will provide title insurance to the Commission; and

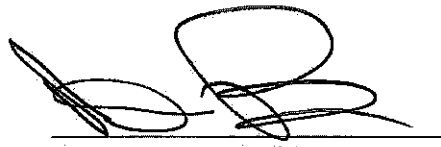
WHEREAS, the Commission finds and concludes that the acquisition of this property will complement its ownership of adjacent properties, afford a more readily available development opportunity for the area, expand development opportunities for the area and foster the overall goals of the City of Columbus and the duties and obligations of the Redevelopment Commission.

WHEREAS, the Director of Redevelopment is recommending that the Commission purchase this property in an amount not to exceed \$1,075,000.00.

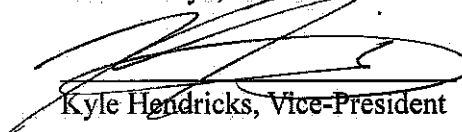
NOW, THEREFORE, IT IS RESOLVED:

1. The City of Columbus Redevelopment Commission having heard from its Director and counsel and having considered this opportunity to purchase 2452 State Street, Columbus, Indiana, 47201, that will complement the Redevelopment Commission's ownership of existing property, does recommend and authorize the purchase of the Property.
2. The Commission has examined the proposed Letter of Intent, understands the terms and conditions and does hereby approve the purchase of the above-described property for a purchase price of \$1,075,000.00.
3. There are expected additional costs with closing in an amount not to exceed \$25,000, to be paid at closing.
4. The City of Columbus Redevelopment Commission does hereby authorize the President of the Commission, or his designee, to execute a Purchase Agreement for the purchase of the property, execute any and all additional documents as may be required by a title company or the Commission's Counsel to purchase the above described property, to receive a Warranty Deed to the property, to receive Title Insurance on the property and does hereby authorize the Clerk Treasurer of the City of Columbus, Indiana to transfer an amount not to exceed \$1,075,000.00 to the title company/closing agent per their directions.

Adopted this 21st day of October 2024.



Al Roszczyk, President



Kyle Hendricks, Vice-President



Trena Carter, Secretary

NON-BINDING LETTER OF INTENT

August 8, 2024

Columbus Redevelopment Commission ("Redevelopment") hereby expresses interest in buying the described Property below from Bartholomew County Board of Commissioners, ("County") on the following terms:

1. Property. 2452 State Street, Columbus Indiana and more particularly described or depicted in the attached, Exhibit A.
2. Consideration. Redevelopment will pay County One Million Seventy-Five Thousand Dollars (\$1,075,000) for said Property, which is the average of two appraisals performed on the property.
3. Earnest Money. There shall be no earnest money.
4. Conditions. Purchase of the Property shall be conditioned upon the following conditions within ninety (90) days of full execution of the Purchase Agreement:
 - (a) Survey. Upon full execution of the Purchase Agreement, Redevelopment may order a survey to be prepared by a surveyor of their choosing, licensed to do business in the state in which the Property is located, which survey shall in all respects shall be satisfactory to Redevelopment.
 - (b) Title Policy. At closing, the Title Company shall issue an owner's policy of title insurance insuring marketable title to the Property, free and clear of all liens, defects, and encumbrances, unless approved by Redevelopment.
 - (c) Inspections. Redevelopment shall have satisfied itself, in its sole discretion and own expense, that the Property is suitable in all respects to its intended use. Redevelopment shall have the right to perform environmental inspections inclusive of soil borings.
 - (d) Environmental. Redevelopment intends to have a Phase 1 Environmental Study performed to determine there are no environmental conditions with respect to the Property that are not acceptable to Redevelopment. County shall indemnify and hold Redevelopment harmless from all claims, fines, costs, fees obligations, liabilities and damages directly or indirectly related to or arising from any environmental violations or conditions existing on the Property as of the date of closing.

If Redevelopment, in its sole and absolute discretion, believes that any Condition is not satisfied, then the Purchase Agreement may

be terminated by Redevelopment, or such problem shall be waived by Redevelopment (in its sole and absolute discretion) and the transaction shall proceed towards Closing.

5. Purchase Agreement. Upon full execution of this LOI, Redevelopment will draft the Purchase Agreement.
6. Preservation of Real Estate. County shall use its best efforts to preserve the Property in at least as good condition and repair as presently exists.
7. Access. County shall have access to the storage facility and salt storage building on the property until October 1, 2025.
8. Closing. The transaction shall be closed within ninety (90) days of full execution of the Purchase Agreement. Closing cost shall be shared equally between Redevelopment and County.
9. Real Estate Commissions. The parties agree that no agent was used in the commission of this sale.
10. Cost. Each party to this LOI shall bear and be responsible for the payment of all expenses incurred by it related to the LOI and in connection with pursuing or consummating the potential transaction.
11. Counterparts and Scanned Signatures. This LOI may be executed in counterparts, each of which shall be considered an original. The parties agree that they will give legal effect to scanned signatures as if such signatures originally appeared on counterpart copies of the LOI.
12. Non-binding LOI. The parties specifically acknowledge and agree, this LOI does not constitute a legally binding obligation or agreement of the parties, but merely sets forth the basic framework for negotiation of the Purchase Agreement. The parties shall not be bound until the execution and delivery of the Purchase Agreement which shall include standard and customary representations and covenants, including those contained in this LOI.
13. Contingency. This offer is contingent upon approval from the Redevelopment Board of Commissioners and the Columbus City Council.
14. Acceptance. This letter constitutes a contingent offer by Redevelopment to County open for acceptance by County until 4:00 PM on August 26, 2024. If a copy of this letter is not executed and returned to Redevelopment on or before that date and time, then Redevelopment reserves the right to withdraw this offer.

This LOI is submitted by Redevelopment to County on the 8th day of August 2024.

Columbus Redevelopment Commission

By: Heather Pope
Printed: HEATHER POPE
Title: REDEVELOPMENT DIRECTOR

Accepted and agreed to by County on the 26th day of August 2024.

Seller

By: Larry S. Kleinhenz
Printed: Larry S. Kleinhenz
Title: Chairman

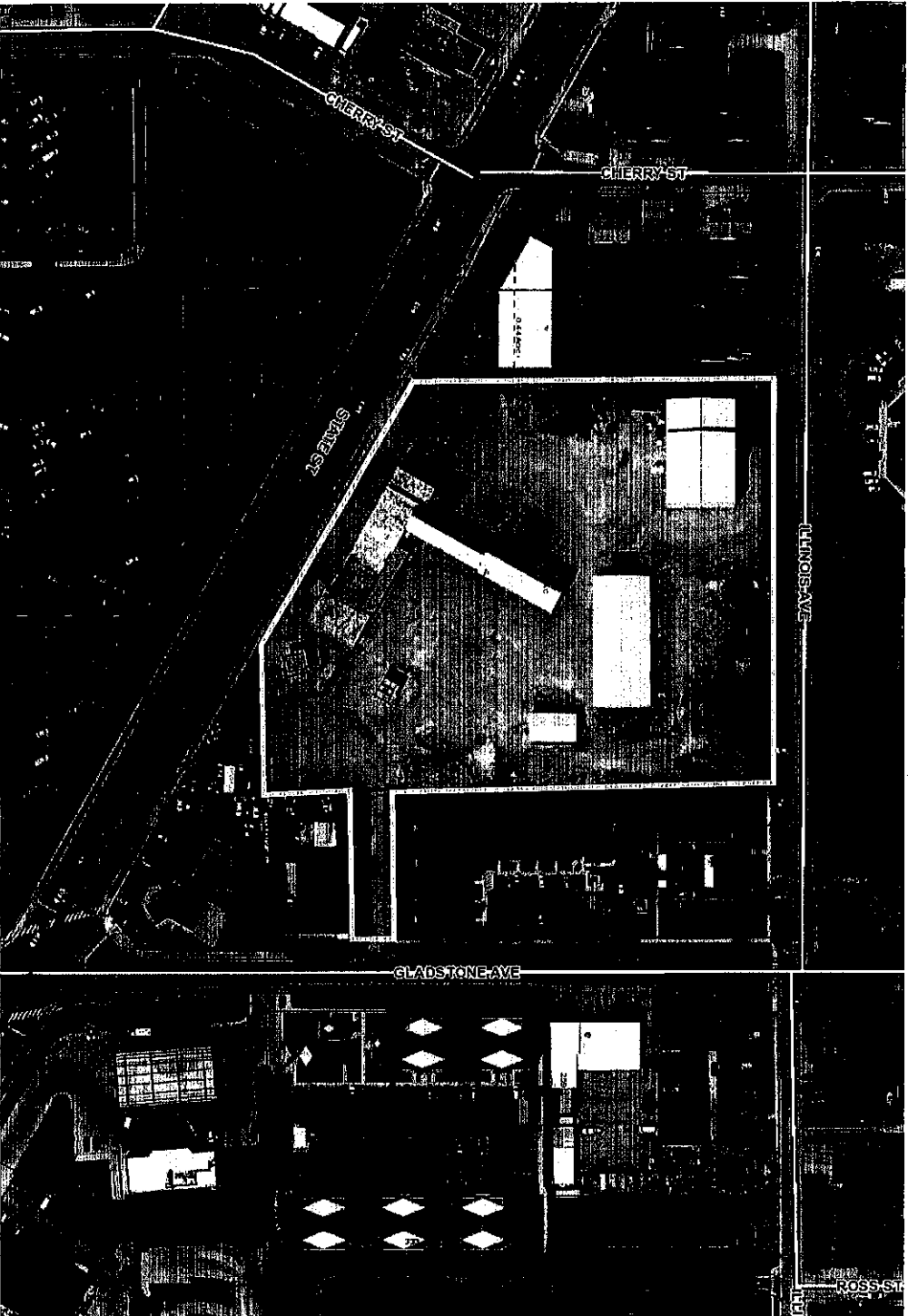
Exhibit A

03-95-30-140-001-400-005	Board Of Commissioners	2452 STATE ST	625, Exempt, County	GOVERNMENT OWNED
Parcel Number 03-95-30-140-001-400-005	Board Of Commissioners 440 Third, COLUMBUS, IN 47201	Date 06/01/2023	Owner Board Of Commissioners	Base ID Code Base Page Adj Sale Price Vt
Local Parcel Number 19982014 F400			VD	
Tax ID:				
Reading Number 030 0600916 2023				
Property Class 625 Exempt, County				
Year: 2024				
County Bartholomew				
Township COLUMBUS TOWNSHIP				
City/County Local 625 COLUMBUS CITY-COLUMBUS TO				
School Corp 625 BARTHOLOMEW CONSOLIDATED				
Neighborhood 6004-605 GOVERNMENT OWNED				
Section/Plat				
Location Address (1) 2452 STATE ST COLUMBUS, IN 47201				
Zoning				
Subdivision				
Lot 1A				
Market Model N/A				
Topography Level				
Public Utilities All				
Streets or Roads Paved				
Neighborhood Life Cycle Stage Other				
Period Review Group 2023				
Date Source Actual				
Collector				
Appraiser 11/30/2023				
8in				

Assessment Year	Reason For Change	As Of Date	Valuation Method	Equalization Factor	Notice Required
2024	AA	01/01/2024	Indiana Cost Method	1.0000	<input checked="" type="checkbox"/>
2023	AA	01/01/2023	Indiana Cost Method	1.0000	<input checked="" type="checkbox"/>
2022	AA	01/01/2022	Indiana Cost Method	1.0000	<input checked="" type="checkbox"/>
2021	AA	01/01/2021	Indiana Cost Method	1.0000	<input checked="" type="checkbox"/>
2020	AA	01/01/2020	Indiana Cost Method	1.0000	<input checked="" type="checkbox"/>

Land	Improvements	Land Res (1)	Land Res (2)	Land Res (3)	Improvements	Imp Res (1)	Imp Res (2)	Imp Res (3)	Total	Total Res (1)	Total Res (2)	Total Res (3)
00	00	00	00	00	00	00	00	00	00	00	00	00
00	00	00	00	00	00	00	00	00	00	00	00	00
00	00	00	00	00	00	00	00	00	00	00	00	00
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00	00	00	00	00	00	00	00	00	00	00	00	00

Calculated Average	Actual Average	Developer Deposit	Parcel Acreage	81 Legal Description	82 Public Rights NW	83 UT Taxable NW	9 Homestead	9.00 Acres	Total Acres Farmland	Farmland Value	Measured Average	Adj Farmland Value/Acre	Value of Farmland	Classified Total	Form 1 Classified Value	Homestead Value	8.00 Value	Supp Page Land Value	CAP 1 Value	CAP 2 Value	CAP 3 Value	Total Value
0.00	0		0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



2452 State St.
Columbus, IN 47201

Parcel#
03-96-30-140-
001.400-005

6 – acres

Current Owner:
Bartholomew County
Commissioners



columbusindiana **redevelopment**

MEMORANDUM

TO: Columbus City Council

FROM: Heather Pope, Director of Redevelopment

DATE: October 24, 2024

RE: Department of Public Works and Safety Salt Barn at 1350 Arcadia Drive

Earlier this year the Redevelopment Commission and City Council approved the purchase of a vacant industrial building located at 1350 Arcadia Drive (\$2.6M) as the future location for the Department of Public Works and Safety (DPW). Additionally, approval was granted by both the Redevelopment Commission and City Council for renovation and redevelopment of the site to meet the ever growing needs of DPW. These improvements will include: renovation of the existing building for office, maintenance, and storage use; addition to the existing building to provide maintenance bays and additional storage; a stand-alone pole barn for equipment storage; a wash bay building; a fueling station; and associated drives, walks, multi-use paths, and landscaping to provide a functional site that is compliant with zoning, land use and other regulations (\$6,113,407).

While at the September 3, 2024, City Council meeting, additional conversation encouraged the consideration of incorporating a salt barn on site, which would eliminate the need to continue utilizing the existing salt barn at DPW's current site, which has some major deficiencies and is inefficiency to operate.

The proposed salt barn is in full compliance with all current regulations and matches the existing façade of the original building on site and other proposed buildings on the Arcadia Drive campus. The salt barn will feature internal brine mixing and a wash space and is estimated to cost approximately \$3.25M.

At the October 21st Redevelopment Commission meeting, the Commission heard from Bryan Burton, Department of Public Works Director and Karen Walker, Force Design, Inc., about the design and efficiency of the proposed salt barn. Bryan also shared some images of the existing salt barn/operation (attached).

The Redevelopment Commission will be holding a special meeting on November 9, 2024 and will consider the funding approval for the new proposed salt barn at Arcadia Drive for a not to exceed amount of \$3.25M. With an assumption of funding approval and in order to ensure the salt barn is included as part of the BOT bid packet for property renovation, I will be requesting the City Council approve the expenditure of \$3.25M for the proposed salt barn at their November 9, 2024 meeting. (Schedule attached)

Council Ordinance #25-2003 states that any proposed expenditure by the Commission in excess of \$500,000 is subject to Council approval. The Redevelopment Commission appreciates bringing this project before the City Council for approval and comment.



columbusindiana

redevelopment

Attached you will find the following:

- City Council Resolution authorizing the expenditure over \$500,000 from the Central Allocation Area;
- A Redevelopment Commission Resolution for approval at the November 9th meeting;
- Existing Salt Barn Images
- Arcadia Drive campus with salt barn included
- Salt Barn Elevations
- Project Schedule

RESOLUTION NO. ___, 2024

**A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBUS REDEVELOPMENT COMMISSION
TO EXPEND FUNDS OVER \$500,000
FOR A SALT BARN AT
1350 ARCADIA DRIVE, COLUMBUS, IN
LOCATED IN THE
CENTRAL ALLOCATION AREA**

WHEREAS, the City of Columbus Department of Redevelopment and Redevelopment Commission (the "Commission") was established in August 2003 (Columbus Common Council Ordinance # 25-2003) by the Columbus Common Council (the "Council") pursuant to I.C. 36-7-14-39; and

WHEREAS, as the City continues to grow as does the city services required to maintain the quality of life the citizens of Columbus have grown to expect; and

WHEREAS, the Department of Public Works and Safety and the Transit Department are both considered essential services to the City of Columbus; and

WHEREAS, the City of Columbus Department of Public Works and Safety along with the Transit Department have outgrown their current locations and ability to perform their duties efficiently; and

WHEREAS, the property located at 1350 Arcadia Drive, Columbus, Indiana, has become available for sale and will allow for the needed expansion space to perform the necessary duties of said departments; and

WHEREAS, the Commission finds and concludes that the property at 1350 Arcadia Drive will allow for the expansion of space needed for the City of Columbus Department of Public Works and Transit Department and will foster the overall goals of the City of Columbus and the duties and obligations of the Redevelopment Commission pursuant to I.C. 36-7-14-2.5; and

WHEREAS, on May 20, 2024, the Redevelopment Commission approved the purchase of the property located at 1350 Arcadia Drive, for \$2,600,000.00 to accommodate this need; and

WHEREAS, on May 20, 2024, the Redevelopment Commission approved a contract with Force Design, Inc. to prepare a master plan for the property including estimates for renovations and additions along with providing schematic design drawings and assist in contractor selection through the Build Operate Transfer procurement method; and

WHEREAS, on August 19, 2024, the Redevelopment Commission approved funding for alteration to the building and property necessary to accommodate the needs for the future use of the property, for \$6,113,407.00; and

WHEREAS, on September 3, 2024, the Columbus Common Council approved the expenditures for purchase of 1350 Arcadia Drive and funding for alternation to the building and property as outlined; and

WHEREAS, at the September 3, 2024, meeting of the Common Council had additional conversation encouraging the consideration of incorporating a salt barn on site, which would eliminate the need to continue utilizing the existing salt barn at DPW's current site, which has some major deficiencies and is inefficient in operation; and

WHEREAS, on November 9, 2024, the Redevelopment Commission will consider a construction of a proposed salt barn at 1350 Arcadia Drive that is in compliance with current regulations, features an internal brine mixing, a wash space and the façade will match the proposed campus buildings for a not to exceed amount of \$3,250,000.00; and

WHEREAS, pursuant to Council Ordinance #25-2003, any proposed Commission expenditure in excess of \$500,000 is subject to Council approval, therefore, the Commission would appreciate bringing this project before the City Council for approval;

NOW THEREFORE BE IT RESOLVED BY THE COLUMBUS COMMON COUNCIL certain funds in the Central Allocation Area are necessary to complete the necessary alternations, including a salt barn, of property at 1350 Arcadia Drive, Columbus, Indiana, for the intended use as the Department of Public Works and Safety and Transit Department.

1. The Redevelopment Commission and Columbus Common Council have previously authorized the purchase of 1350 Arcadia Drive, Columbus, Indiana, for \$2,600,000.00, that will allow for the relocation and expansion of the City of Columbus Department of Public Works and Safety along with the Transit Department.
2. The Redevelopment Commission and Commons Council have previously appropriated funds for the property renovations including: renovation of the existing building for office, maintenance, and storage use; addition to the existing building to provide maintenance bays and additional storage; a stand-alone pole barn for equipment storage; a wash bay building; a fueling station; and associated drives, walks, multi-use paths, and landscaping to provide a functional site that is compliant with zoning, land use and other regulations in an amount not to exceed \$6,113,407.00, for the relocation and expansion of the City of Columbus Department of Public Works and Safety along with the Transit Department.
3. The Redevelopment Commission recognizes and recommends to the Commons Council the need for a salt barn to be located at 1350 Arcadia Drive which will mitigate the needs of the Department of Public Works.
4. The Redevelopment Commission has identified available funds for the construction of a salt barn as authorized under I.C. 36-7-14.
5. The Redevelopment Commission does note that theses expenditures exceed its spending authority pursuant to Ordinance #25-2003 and as such the Commission is recommending to the Common Council of the City of Columbus that the Common Council authorize the expenditure of \$3,250,000.00 for construction of a salt barn at 1350 Arcadia Drive, for a total sum \$11,988,407 (including property purchase of \$2,625,000 and previously approved property renovations of \$6,113,407.00) from the Central Allocation Area.

BE IT RESOLVED the Common Council of the City of Columbus, having heard from the representative of the Columbus Redevelopment Commission, Bryan Burton, Director of Department of Public Works and Safety, and members of the public and having received the request for an expenditure over the Commissions' spending authority, and the Council having had an opportunity to inquire and more fully understand this request and now having considered same has voted on this request this ____ day of _____ 2024, and this Resolution was ____ approved ____ denied by vote of ____ ayes and ____ nays.

Presiding Officer of the Common Council

ATTEST:

Luann Welmer
Clerk of the City of Columbus, Indiana

Presented by me to the Mayor of Columbus, Indiana this ____ day of _____, 2024 at ____ o'clock ____ M.

Luann Welmer
Clerk of the city of Columbus, Indiana

Approved and signed by me this ____ day of _____, 2024 at ____ o'clock ____ M.

Mary K. Ferdon
Mayor of the City of Columbus, Indiana

RESOLUTION NO: _ _- 2024

**RESOLUTION OF THE COLUMBUS REDEVELOPMENT COMMISSION
TO
APPROVE SALT BARN CONSTRUCTION
FOR 1350 ARCADIA DRIVE**

Comes now the Columbus Department of Redevelopment, more commonly known as the Columbus Redevelopment Commission, and for this Resolution says as follows:

WHEREAS, Indiana Code §36-7-14-1 et seq. provides that a community may establish a Department of Redevelopment to be controlled by a Redevelopment Commission; and

WHEREAS, the City of Columbus, through its Common Council, did on August 19, 2003 create the City of Columbus Department of Redevelopment and the City of Columbus Redevelopment Commission ("Redevelopment Commission") by way of Ordinance Number 25, 2003; and

WHEREAS, the City of Columbus has identified the need to expand the space needed for the City of Columbus Department of Public Works; and

WHEREAS, the Redevelopment Commission approved the purchased the property located at 1350 Arcadia Drive, Columbus, Indiana, 47201 on May 20th, 2024, to accommodate this need; and

WHEREAS, as a part of that project, the Commission engaged Force Design Inc. to prepare an estimate for an additional salt barn at the property located on Arcadia drive and provide schematic drawings;

WHEREAS, these plans layout the need for the additional construction of the salt barn building necessary to accommodate the needs of the Department of Public Works that has a matching façade to the primary structure and incorporates the internal brine mixture area/equipment and wash out area; and

WHEREAS, Force Design, Inc. has the necessary skills and experience to provide the needed services for the project; and

WHEREAS, the estimate received from Force Design Inc. included a not to exceed value of \$3,250,000.00; and

WHEREAS, the Director of Redevelopment and Bryan Burton, Department of Public Works Director, are recommending that the Commission approve the work outlined in the estimate and schematic designs prepared by Force Design, Inc. to perform the requested work with the funds from the Central TIF.

NOW, THEREFORE, IT IS RESOLVED:

1. The City of Columbus Redevelopment Commission, having heard from its director and the Department of Public Works Director and having reviewed an estimate from Force Design Inc. for a salt barn at 1350 Arcadia Drive, finds it is appropriate to approve the proposal from Force Design Inc. for the renovations.

2. The City of Columbus Redevelopment Commission believes the proposal for renovations in an amount not to exceed of \$3,250,000.00 is necessary for the Commission to move forward with the addition of a salt barn at 1350 Arcadia Drive.

3. The City of Columbus Redevelopment Commission has the authority to remodel and improve structures pursuant to I.C. §36-7-14-12.2.

4. The Commission does hereby authorize the approval of the proposal from Force Design Inc. in an amount NOT TO EXCEED price of services as stated above from the Central TIF funds.

5. The President of the Commission, or his designee, is authorized to execute any necessary documents to effectuate this resolution on behalf of the Commission.

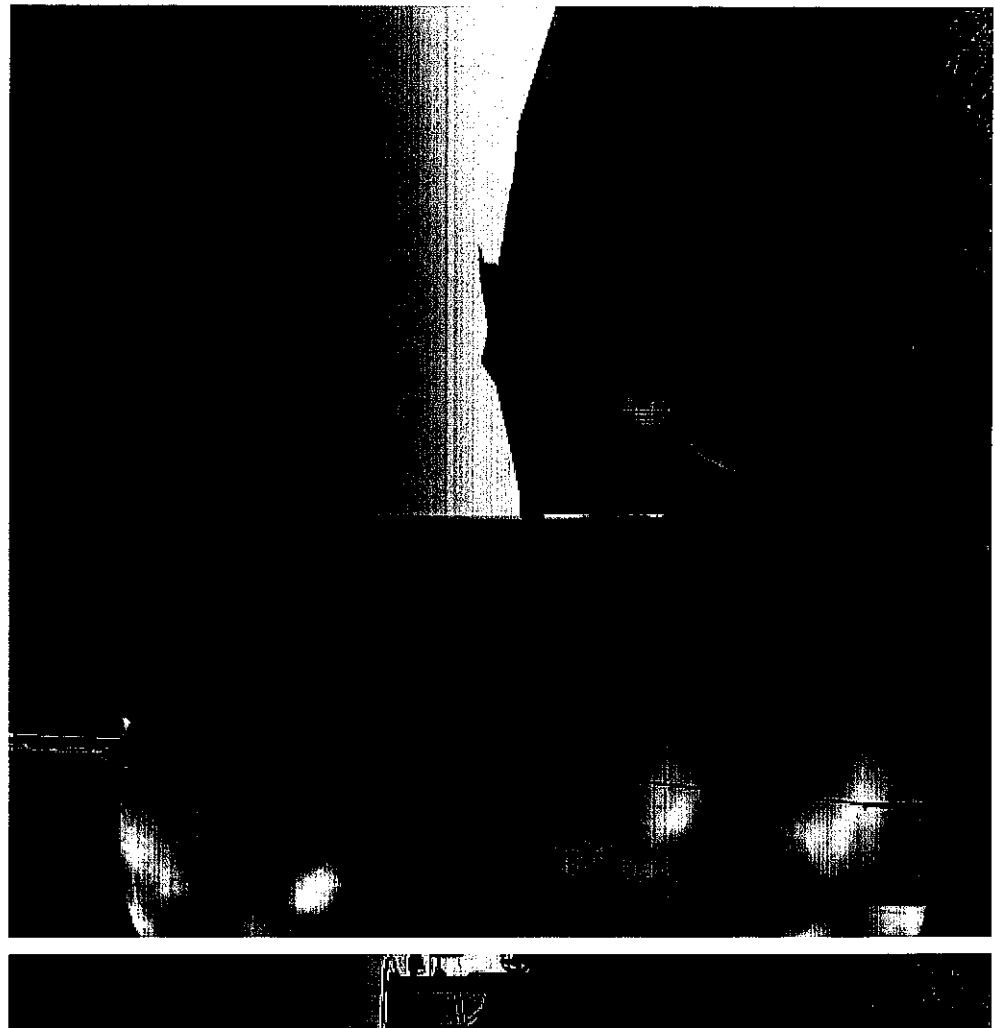
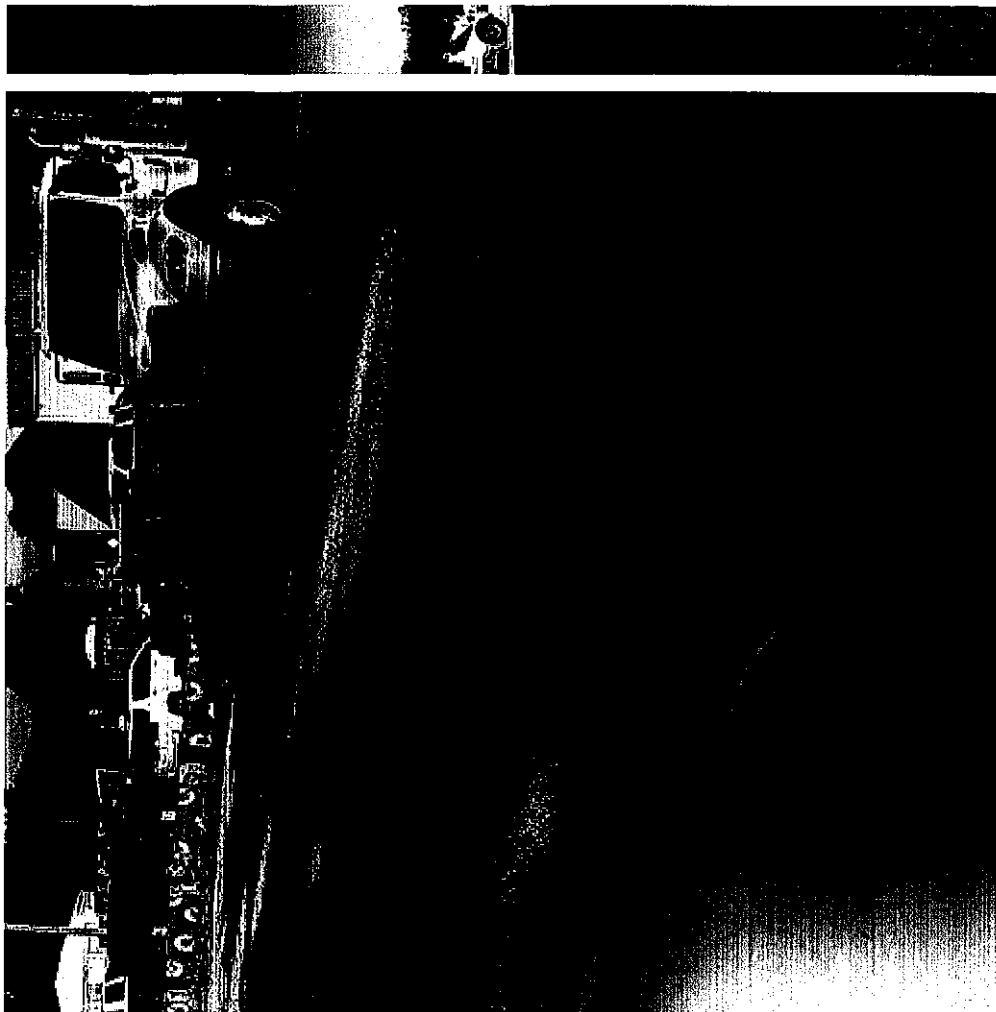
Adopted this 21st day of October 2024.

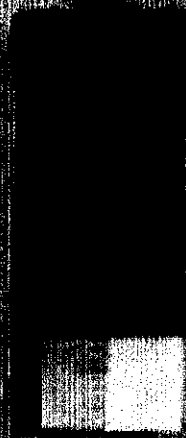
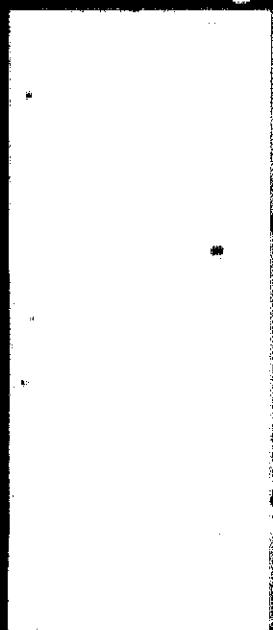
Al Roszczyk, President

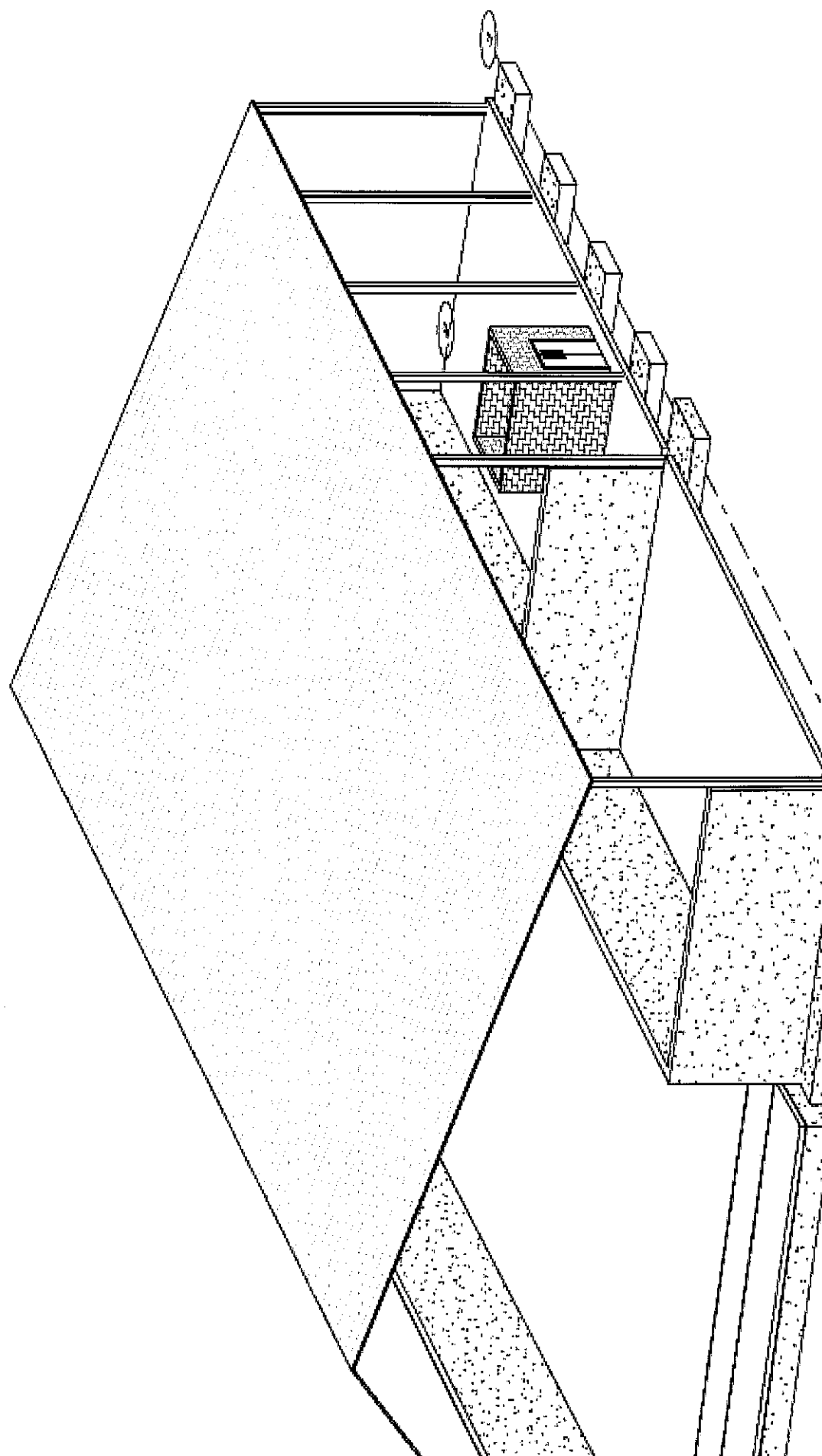
Kyle Hendricks, Vice-President

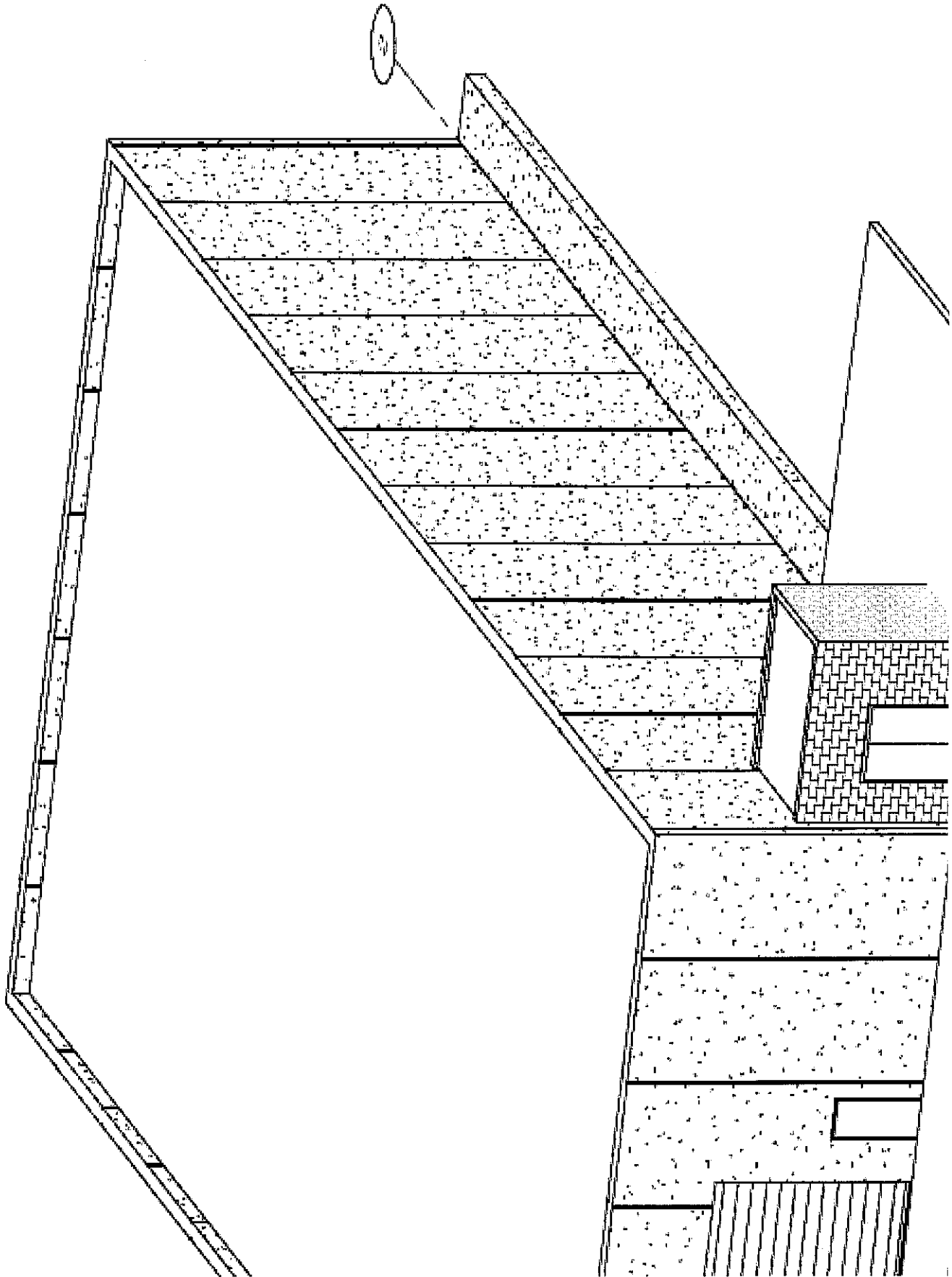
Trena Carter, Secretary







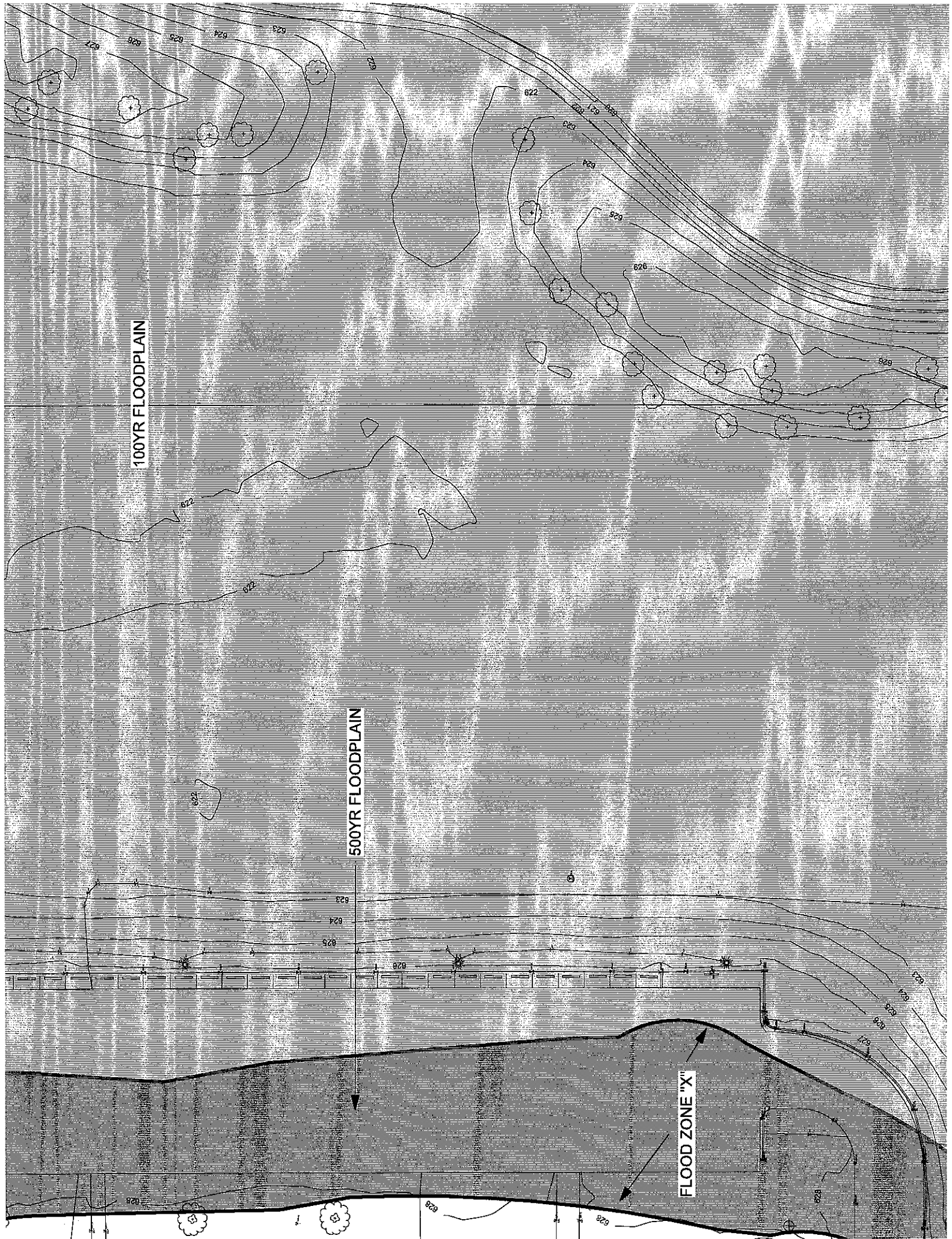




100YR FLOODPLAIN

500YR FLOODPLAIN

FLOOD ZONE "X"

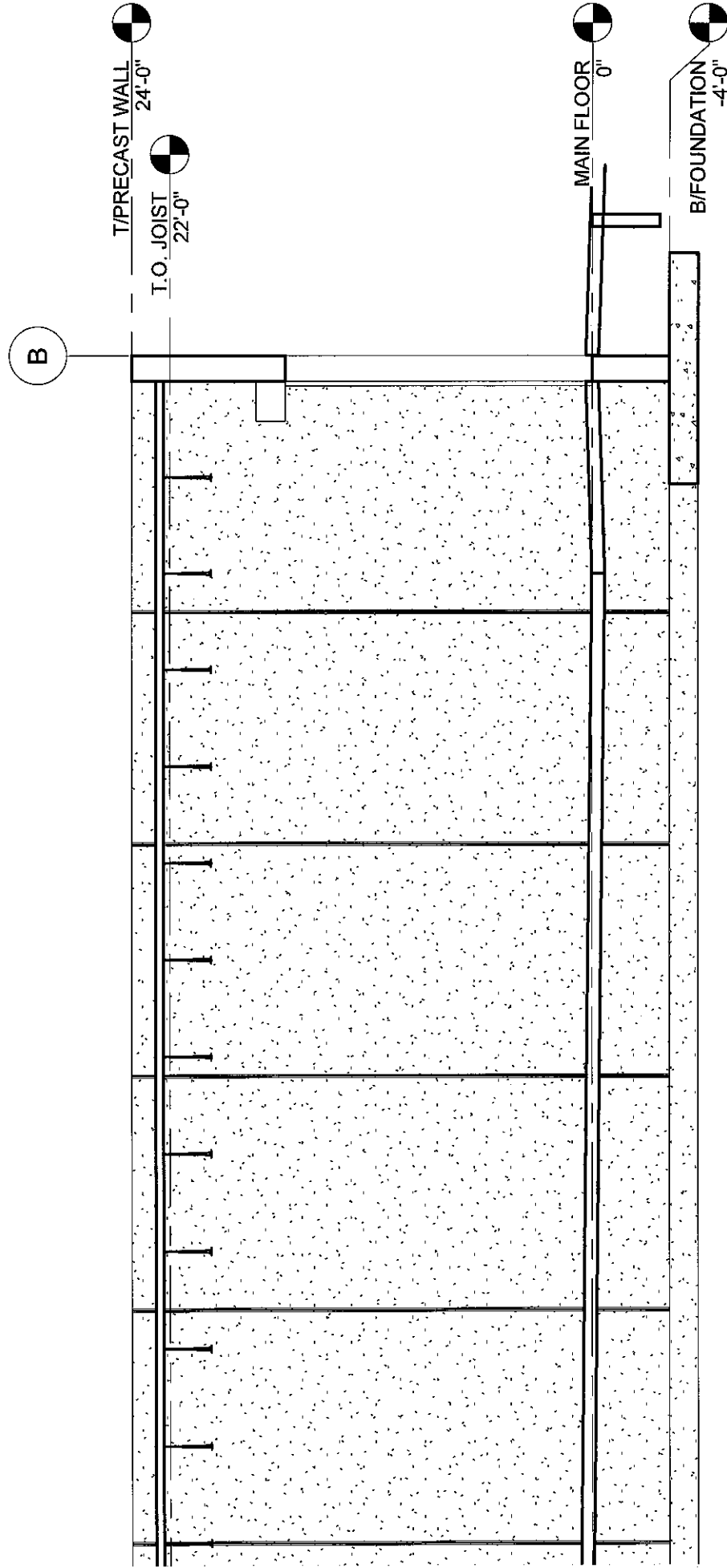


4 SOUTH TO NORTH SECTION

1/8" = 1'-0"

4

A101



Task

Date

Submit notice of RFQ & RFP to The Republic for publication	Monday, October 14, 2024
Issue request for qualifications and proposals	Wednesday, October 16, 2024
Public RFQ/P on city webpages	Wednesday, October 16, 2024
First notice in The Republic	Wednesday, October 16, 2024
Salt barn budget documents for CRC	Thursday, October 17, 2024
Salt barn hearing CRC	Monday, October 21, 2024
Second notice in The Republic	Wednesday, October 23, 2024
Pre-bid at Arcadia Drive	Thursday, October 31, 2024
Salt barn hearing City Council	Wednesday, November 6, 2024
Deadline for questions	Thursday, November 7, 2024
Final addendum (with response to questions)	Monday, November 11, 2024
Final addendum posted on city webpages	Tuesday, November 12, 2024
Qualification responses due	Monday, November 18, 2024
Proposal responses due	Monday, November 18, 2024
Review committee meeting	Wednesday, November 20, 2024
Announcement of short-listed developers	Thursday, November 21, 2024
Interviews	Monday, December 2, 2024
Revised proposals with best and final offer	Wednesday, December 4, 2024
Selection of best and final offer	Thursday, December 5, 2024
Submit notice of hearing to The Republic for publication	Friday, December 6, 2024
Notice of hearing published in The Republic	Monday, December 9, 2024
Hearing with public comments	Monday, December 16, 2024
Approval of recommended developer by CRC	Monday, December 16, 2024
Construction starts (approximate)	Tuesday, April 1, 2025
Construction complete	Wednesday, April 1, 2026
Occupancy begins	Wednesday, April 1, 2026

ORDINANCE NO. _____, 2024

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS,
INDIANA, TO REPEAL AND REPLACE STORMWATER MANAGEMENT ORDINANCE
NO. 29-2008**

WHEREAS, Indiana Code 36-1-3 et. seq. confers upon units of government within the State of Indiana such powers as necessary or desirable to conduct the affairs of local government; and

WHEREAS, Indiana Code 36-4-6-18 authorizes the Common Council of the City of Columbus, Indiana to pass such ordinances, orders, resolutions and motions as may be necessary and proper for the governmental unit to fulfill and satisfy the responsibilities and duties of said governmental unit; and

WHEREAS, it is the desire of the Common Council to update and modernize the stormwater management regulations for the City of Columbus to ensure consistency with state and federal statutes, regulations, and best practices; and

WHEREAS, it is further the desire of the Common Council to provide for the health, safety, and general welfare of the citizens of the City of Columbus through the regulation of stormwater and non-stormwater discharges to the Stormwater Conveyance System and to protect, conserve and promote the orderly development of land and water resources within the City of Columbus. This Ordinance establishes methods for managing the quantity and quality of stormwater entering into the Stormwater Conveyance System;

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, that the Stormwater Management Ordinance No. 29-2008, Chapter 13.26 of the Columbus Municipal Code, is repealed and replaced as follows:

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13.26.010 Findings and Purpose

The City of Columbus finds that:

- A. Waterbodies, roadways, structures, and other property within the City of Columbus or its planning jurisdiction boundary are at times subjected to flooding;
- B. Flooding is a danger to the lives and property of the public and is also a danger to the natural resources of the region;
- C. Land development alters the hydrologic response of watersheds, resulting in increased stormwater runoff rates and volumes, increased flooding, increased stream channel erosion, and increased sediment transport and deposition;
- D. Soil erosion resulting from land-disturbing activities causes a significant amount of sediment and other pollutants to be transported off-site and deposited in ditches, streams, wetlands, lakes, and reservoirs;
- E. Increased stormwater runoff rates and volumes, and the sediments and pollutants associated with stormwater runoff from future development projects within the City of Columbus will, absent reasonable regulation and control, adversely affect the City of Columbus's waterbodies and water resources;
- F. Pollutant contributions from illicit discharges within the City of Columbus will, absent reasonable regulation, monitoring, and enforcement, adversely affect the City of Columbus's waterbodies and water resources;
- G. Stormwater runoff, soil erosion, non-point source pollution, and illicit sources of pollution can be controlled and minimized by the regulation of stormwater management;
- H. Adopting the standards, criteria, and procedures contained and referenced in this Ordinance and implementing the same will address many of the deleterious effects of stormwater runoff and illicit discharges;
- I. Adopting this Ordinance is necessary for the preservation of the public health, safety, and welfare, for the conservation of natural resources, and for compliance with State and Federal regulations.

The purpose of this Ordinance is to provide for the health, safety, and general welfare of the citizens of the City of Columbus through the regulation of stormwater and non-stormwater discharges to the Stormwater Conveyance System and to protect, conserve and promote the orderly development of land and water resources within the City of Columbus. This Ordinance establishes methods for managing the quantity and quality of stormwater entering into the Stormwater Conveyance System. The objectives of this Ordinance are:

- A. To reduce the hazard to public health and safety caused by excessive stormwater runoff.
- B. To regulate the contribution of pollutants to the Stormwater Conveyance System from construction site runoff.
- C. To regulate the contribution of pollutants to the Stormwater Conveyance System from runoff from new development and re-development.
- D. To prohibit illicit discharges into the Stormwater Conveyance System.
- E. To establish legal authority to carry out all inspection, monitoring, and enforcement procedures necessary to ensure compliance with this ordinance.

13.26.020 Applicability and Exemptions

A. Applicability

This Ordinance shall regulate all development and redevelopment occurring within the City of Columbus. No building permit shall be issued and no Land Disturbing activities, as defined in 13.26.150, started until the plans required by this Ordinance have been accepted in writing by the City of Columbus.

In addition to the requirements of this Ordinance and the Stormwater Design Manual, compliance with all applicable ordinances of the City of Columbus as well as with applicable Federal, State, and other Local statutes and regulations shall also be required. Unless otherwise stated, all other specifications referred to in this Ordinance shall be the most recent edition available. In case there are conflicts between the requirements contained in this Ordinance and applicable requirements contained in other regulatory documents, the most restrictive shall prevail.

Any Stormwater Management Permit issued within a 1 year period or Zoning Compliance Certificate issued within a 3 year period prior to the effective date of this Ordinance shall be exempt from the stormwater management requirements of this Ordinance that are in excess of the requirements of the ordinances in effect at the time of issuance.

These Stormwater requirements do not apply to the following:

1. Agricultural Land Disturbing Activities,
2. Silvicultural activities associated with nonpoint discharges under CFR 122.27,
3. The land disturbing activities listed below, provided other applicable permits contain provisions requiring immediate implementation of erosion and sediment control measures and stormwater management measures:
 - a. Landfills that have been issued a certification of closure under 329 IAC 10.
 - b. Coal mining activities permitted under IC 14-34.
 - c. Municipal solid waste facilities that are accepting waste pursuant to a permit issued by IDEM under 329 IAC 10 that contains equivalent stormwater requirements, including the expansion of landfill boundaries and construction of new cells either within or outside the original solid waste permit boundary.

13.26.030 Compatibility with Other Permit and Ordinance Requirements

This chapter is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this chapter should be considered minimum requirements, and where any provision of this chapter imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall take precedence.

13.26.040 Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this chapter shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this chapter.

13.26.050 Establishment of a Stormwater Design Manual

The Board of Public Works and Safety may furnish additional policy, criteria and information including specifications and standards for the proper implementation of the requirements of this chapter including providing such information in the form of a Stormwater Design Manual. The manual may be updated and expanded from time to time, at the discretion of the Board of Public Works and Safety, based on improvements in engineering, science, monitoring, regulation changes, and local maintenance experience. The Stormwater Design Manual includes but is not limited to the following:

- A. Requirements for land disturbing activities
- B. Post-construction stormwater quantity requirements
- C. Post-construction stormwater quality requirements
- D. Financial Guarantees

13.26.060 Stormwater Management Permit and Amendments

A. Stormwater Management Permit

The Project Team shall submit for a Stormwater Management Permit that complies with this Ordinance and the Stormwater Design Manual. The Stormwater Management Plan shall provide for the proper drainage and detention of stormwater runoff from the site, and the drainage basin in which it is contained, and may include stormwater quality practices. The Stormwater Management Plan shall be constructed and installed in accordance with the plans and specifications as approved by the City. This permit includes the following categories of applicable projects:

1. Green Permit – Projects with land disturbance of 0.25 acres or more and less than 0.5 acres.
2. Blue Permit – Projects with greater than or equal to 0.5 acres of land disturbance.

Sites disturbing greater than or equal to one acre require submittal of all requirements per the Stormwater Design Manual. In addition, submittal of a Notice of Intent (NOI) to Indiana Department of Environmental Management

(IDEM) is required to meet the requirements of the Construction Stormwater General Permit (CSGP). Sites requiring NOI submittal shall submit their IDEM Permit Number to the City of Columbus upon receipt.

3. Individual Residential Lot Permit – Single and double-family residences.

Blue and Green Permits issued by City will expire 1 year from the date of issuance. If land disturbing activities are not completed and the permit closed out within 1 year, a renewal of coverage must be submitted prior to the permit expiring. The renewal of coverage will be subject to fees as outlined in 13.26.100. Failure to maintain coverage will be subject to fines and penalties as outlined in 13.26.120.

B. Amendment of Plans

Any changes or deviations in the plans and specifications after approval of the applicable Stormwater Management Permit shall be filed with, and accepted by, the City prior to the land disturbance involving the change. Amendments include but are not limited to: increases in disturbed area, extending the construction limits, increases in impervious area, changes in detention/retention volumes, or changes to Stormwater Management Facilities. Amendments are subject to the fees as outlined in 13.26.100.

Copies of the changes, if accepted, shall be attached to the original plans and specifications.

13.26.070 Variances

All land disturbances shall adhere to and be in compliance with this Ordinance and the Stormwater Design Manual unless a variance has been granted by the Board of Public Works and Safety. The Board may grant a variance from the terms of this Ordinance and the Stormwater Design Manual to provide relief, in whole or in part, but only upon finding that the following requirements are satisfied:

- A. The application of the Ordinance and the Stormwater Design Manual provisions being appealed will present or cause practical difficulties for a disturbance or development; provided, however, that practical difficulties shall not include the need for the developer to incur additional reasonable expenses in order to comply with the provision; and
- B. The granting of the relief requested will not substantially prevent the goals and purposes of this Ordinance or Stormwater Design Manual, nor result in less effective management of stormwater runoff.

13.26.080 Inspection of Land Disturbing Activities

All persons engaging in land disturbing activities shall be responsible for complying with the Stormwater Management Permit and the provisions of this chapter.

- A. The City or their designee may inspect any project site involved in construction activities regulated by this chapter at any time. The City or its designated representatives may make recommendations to the project site owner or their representative to install

appropriate measures beyond those specified in the Stormwater Management Permit and schedule to achieve compliance.

- B. The City shall investigate potential violations of this chapter to determine which person may be responsible for the violation. The City shall, if appropriate, consider public records of ownership, building permits, and other relevant information, which may include site inspections, Stormwater Management Permits, Notices of Intent, and other information related to the specific facts and circumstances of the potential violation.
- C. If any violations are found, the property owner shall be notified in writing of the nature of the violation and the required time to remedy said violation. No additional work shall proceed until any violations are corrected and all work previously completed has received approval by the City.
- D. Construction plans and supporting documentation associated with the Stormwater Management Permit must be made available to the City or its designated representative within forty-eight hours of such request.
- E. Appeals of violations shall be as described in 13.26.120B.
- F. If at any stage during land disturbing activities the City determines that the nature of the site is such that further work is likely to imperil any property, public way, watercourse or drainage structure, the City may require, as a condition of allowing the work to be done, that such reasonable special precautions to be taken as is considered advisable to avoid the likelihood of such peril. Special precautions may include, but shall not be limited to, a more level exposed slope, construction of additional stormwater facilities, berms, terracing, compaction, or cribbing, installation of plant materials for erosion control, and recommendations of a registered soils engineer and/or engineering geologist which may be made requirements for further work.
- G. Where it appears that damage may result because the grading on any land disturbance is not complete, work may be stopped as described in 13.26.120B and the person required to install temporary structures or take such other measures as may be required to protect adjoining property or, the public safety. The City may specify the time of starting grading and time of completion or may require that the operations be conducted in specific stages so as to ensure completion of protective measures or devices prior to the advent of seasonal rains.

13.26.090 Inspection, Maintenance, and Repair of Stormwater Management Facilities

A. Easements

Prior to issuance of the Certificate of Occupancy and/or the release of the Financial Guarantee, the owner of the site must record a drainage easement in accordance with the requirements set forth in the Stormwater Design Manual. The easement shall be binding on all subsequent owners of land served by the Stormwater Management Facility.

B. Maintenance

Maintenance of all Stormwater Management Facilities shall be ensured through the creation and approval of an Operation and Maintenance (O&M) Manual that is recorded into the land record prior to Stormwater Management Permit issuance.

C. Inspections

Private Stormwater Management Facilities shall be inspected annually by owner or designee. Inspection reports for the previous calendar year are to be submitted to the City by May 1 of the following year. Failure to provide inspection reports shall be subject to penalties in accordance with 13.26.120.

The City may also perform special inspections of the site to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by this Ordinance.

D. Right-of-Entry

When any new Stormwater Management Facility that is installed on private property, or when any new connection is made between private property and Stormwater Conveyance System, the property owner shall grant to the City the right to enter the property at reasonable times and in a reasonable manner. This includes the right to enter a property to conduct routine and complaint driven inspections, or to enter when necessary for abatement of a public nuisance or correction of a violation of this chapter.

E. Failure to Maintain Practices

If a property owner fails or refuses to meet the requirements of this Ordinance, Stormwater Design Manual, recorded Operations and Maintenance Manual and industry standards, the City may pursue compliance and enforcement action in accordance with 13.26.120.

13.26.100 Stormwater Management Permit Fees

A. Fee Schedule

The fees for the required approval shall be paid pursuant to the schedule set forth in the table below:

	GREEN PERMIT	BLUE PERMIT	DUE DATE
APPLICATION FEE	\$200	\$400	UPON PROJECT SUBMITTAL
REVIEW FEE	VARIES	VARIES	UPON REVIEW COMPLETION
AMENDMENT	\$50 + REVIEW FEE	\$50 + REVIEW FEE	UPON AMENDMENT ISSUANCE
RENEWAL OF COVERAGE/ RECERTIFICATION	\$50 + REVIEW FEE	\$50 + REVIEW FEE	ANNUALLY

B. Review Fees

As a condition of the submittal and the review of Stormwater Management Plan, the Project Team shall agree to pay the City the actual costs incurred by the City with

respect to the review of all items of the Stormwater Management Plan and accompanying information and data.

Upon approval of the Stormwater Management Plan and prior to the issuance of the Stormwater Management Permit, the City will furnish a written statement to the Project Team specifying the total cost incurred by the City.

The City shall have the right to not issue any permits for any project for which the review fees have not been paid.

C. Amendment and Renewal Fees

Amendment and renewal of coverage will have the administrative fee of \$50 and any applicable review fees.

13.26.110 Financial Guarantees

Financial guarantees required for Stormwater Management Permit approval shall be pursuant to the requirements set forth in Stormwater Design Manual.

13.26.120 Compliance and Enforcement

A. Compliance

Compliance with this chapter, all applicable City ordinances, as well as all state and federal statutes and regulations is required. Unless otherwise stated, all references, specifications, statutes, and regulations referred to in this chapter shall be the most recent edition available.

B. Enforcement

1. Notice of Violation

- a. Whenever the City or their designee finds that a person has violated a provision or failed to meet a requirement of this chapter, the City may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:
 - i. The performance of monitoring, analyses, and reporting;
 - ii. The elimination of illicit connections or discharges;
 - iii. That violating discharges, practices, or operations shall cease and desist;
 - iv. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
 - v. Payment of a fine to cover administrative and remediation costs, including but not limited to remediation costs, legal fees, consultant fees, monitoring costs, construction costs, collection fees and any other costs borne by the City related to the violation;

- vi. The implementation of source control or treatment BMPs;
 - vii. The issuance of a stop work order; and/or
 - viii. Revocation or suspension of stormwater management plan approval.
- b. The notice of violation shall be in writing, include a description of the property for identification and include a statement of the violation(s) and why the notice is being issued. The notice of violation shall provide a deadline to bring the property into compliance.
 - c. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed.

2. Suspension of Stormwater Conveyance Access

The City may, without prior notice, suspend Stormwater Conveyance Access to a Person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the Stormwater Conveyance System. If the violator fails to comply with a suspension order issued in an emergency, the City may take such steps as deemed necessary to prevent or minimize damage to the Stormwater Conveyance System or to minimize danger to persons. The violator may petition the City for a post termination appeal.

3. Stop Work Order

If activities are conducted contrary to the provisions of this Ordinance, the City may, by notice in writing, require the suspension of all activities on site, with the exception of work to bring the site into compliance with this Ordinance.

A Stop Work Order will be posted on the site by the City and it is unlawful for any person to remove the notice or continue any work on the site without permission from the City.

The City may bring an action under IC 34-28-5-1(b), to be read together with IC 34-6-2-86(1)(B) and IC 13-21-3-12(a)(4), to enforce a stop work order against any person who neglects or fails to comply with a stop work order.

For construction projects that are operating under an approved Stormwater Management Permit, if a Stop Work Order is issued on the grounds that the erosion and sediment control measures included in the Stormwater Management Plan are not adequate, the Project Team must be notified in writing of the inadequacies and the Project Team has seventy-two (72) hours after receiving written notice to resolve the identified inadequacies before the Stop Work Order can take effect.

The seventy-two (72) hour period to resolve identified inadequacies does not apply if the Stop Work Order is issued to a site where there is a public health hazard or safety hazard.

4. Appeal of Notice of Violation

- a. Any person receiving a Notice of Violation may appeal the determination of violation to the Board of Public Works and Safety, for rescission of the Notice or Order, or for a modification, variance, or extension of time for compliance on one or more of the following bases:
 - i. A Stop Work Order served in accordance with this Ordinance is in error, or;
 - ii. That a reasonable extension of time for the compliance should be granted upon the grounds of a demonstrated case of hardship and evidence of an actual undertaking to correct the violation, together with a legitimate intent to comply within a reasonable time period. However, hardship shall not include the need for the person to incur additional reasonable expenses in order to comply with the Ordinance.
- b. The notice of appeal shall be made in writing, within ten (10) days of the receipt of a copy of the Notice or Order. Hearing on the appeal before the Board shall take place at the next available meeting from the date of receipt of the notice of appeal. The decision of the Board shall be final.
- c. All hearings before the Board shall be open to the public. The Owner, the Owner's representative, and any persons whose interests are affected shall be given an opportunity to be heard.

5. Failure to Remedy

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 5 days of the decision of the Board of Public Works and Safety upholding the decision, then representatives of the City shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property, including the commencing of a court action under IC 34-28-5-1(b), to be read together with IC 34-6-2-86(1)(B) and IC 13-21-3-12(a)(4).

It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City or its designated contractor to enter upon the premises for the purposes set forth above.

C. Penalties for Violation

1. Fining Procedure

- a. Any person who violates any of the provisions of this chapter may be fined.
- b. The fines described in the notice of violation may include a civil infraction and is subject to a minimum one hundred and fifty dollars (\$150) fine. The maximum fine for a first offense will be two thousand five hundred dollars (\$2,500), and seven thousand five hundred dollars (\$7,500) for second and subsequent offenses. Each day such a violation occurs or continues shall be deemed a separate offense and shall make the violator liable for the imposition of a fine for each day.
- c. Penalty Matrix

POTENTIAL FOR DAMAGE	EXTENT OF DAMAGE			
	Ranges are per day per violation	MINOR	MODERATE	MAJOR
	MINOR	\$150 - \$200	\$200 - \$500	\$500 - \$1500
	MODERATE	\$500 - \$1000	\$1000 - \$2500	\$2500 - \$3000
	MAJOR	\$1000 - \$2500	\$2500 - \$3000	\$2500 - \$7500

The Penalty Matrix Guidance, as found in the Stormwater Design Manual, shall act as a general guide to applying the Penalty Matrix.

2. Additional Penalties

a. Reinspection

A reinspection may be necessary to confirm compliance with a Notice of Violation or Stop Work Order issued by the City. The first reinspection shall not be assessed a penalty. All subsequent reinspections to confirm compliance shall be assessed a penalty of \$250.

b. Failure to Keep Financial Guarantees Current

Performance guarantees shall be kept current until the project receives Stormwater Management Permit closeout. Delinquent performance guarantees or other assurances will result in a penalty of \$50 per day.

c. Failure to Submit Annual Stormwater Management Facility Inspection

Failure to provide annual stormwater management facility inspections by May 1st shall result in a penalty of \$100 per month. Penalties shall be assessed on the first of each month the inspection has not been submitted.

d. In addition to any other remedies, should any person fail to comply with the provisions of this Ordinance, the City may, after giving notice and opportunity for compliance, have the necessary work done, and the person shall be required to promptly reimburse the City for all costs of such work.

Nothing herein contained shall prevent the City from taking such other lawful action as may be necessary to prevent or remedy any violation. All costs connected therewith shall accrue to the person or persons responsible. Costs include, but are not limited to, repairs to the stormwater drainage system made necessary by the violation, as well as those penalties levied by the EPA or IDEM for violation of the City's NPDES permit, administrative costs, attorney fees, court costs, and other costs and expenses associated with the enforcement of this Ordinance, including sampling and monitoring expenses.

3. Collection of Penalties

The statement of fines and penalties shall be delivered to the person, and the person shall pay the amount due to the Department of Finance. If the fines and penalties are not paid within ten (10) days of receiving the statement, the City may commence a court action to recover the fines and penalties under IC 34-28-5-1(b), to be read together with IC 34-6-2-86(1)(B) and IC 13-21-3-12(a)(4).

Funds recouped for corrective action or cost of abatement performed by the City shall be deposit in the account from which the funds were expended. All other fines collected will be remanded to the Storm Sewer Operating account numbered 101019319.

D. Injunctive Relief

The City may petition for a preliminary or permanent injunction restraining any person from undertaking any activities which would result in a violation or continued violation of this chapter, and may seek mandatory injunctive relief compelling the person to perform abatement or remediation of any violation of this chapter.

E. Remedies Not Exclusive

The remedies in this section are cumulative and the exercise of any one or more remedies shall not prejudice any other remedies that may otherwise be pursued for a violation of this Ordinance. The remedies listed in this chapter are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the City to seek cumulative remedies.

F. Transfer of Ownership

No owner of any lands upon whom a Notice of Violation has been assessed shall sell, transfer, mortgage, lease or otherwise dispose of to another until the provisions have been complied with, or until such owner first furnishes the grantee, transferee, mortgagee or lessee a true copy of any compliance order or Notice of Violation issued by the City and furnishes to the City a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such Notice of Violation and fully

accepting the responsibility of payment and corrections or repairs required by such Notice of Violation.

13.26.130 Disclaimer of Liability

The degree of protection required by this Ordinance is considered reasonable for regulatory purposes and is based on historical records, engineering, and scientific methods of study. Larger storms may occur or stormwater runoff amounts may be increased by man-made or natural causes. This Ordinance does not imply that land uses permitted will be free from stormwater damage. This Ordinance shall not create liability on the part of the City of Columbus or any officer, representative, or employee thereof, for any damage that may result from reliance on this Ordinance or on any administrative decision lawfully made there under.

The words “approve” and “accept”, and their common derivations as used in this Ordinance in relation to plans, reports, calculations, and permits shall mean that the City of Columbus has reviewed the material produced and submitted by the Project Team for general compliance with this Ordinance and the Stormwater Design Manual, and that such compliance would qualify the Project Team to receive a Stormwater Management Permit. Such an “approval” or “acceptance” is based on the assumption that the project engineer has followed all appropriate engineering methods in the design. Any stormwater quantity (drainage) or water quality problems associated with the project caused by poor construction by the contractor and/or poor engineering design or judgment, either on-site or off-site, are the responsibility of the developer and the project engineer.

Consideration, design, construction, and maintenance of safety measures for proposed or existing stormwater management facilities shall be the responsibility of the developer, applicant, and/or the property owner. City of Columbus and its officials and representatives shall not be responsible for maintenance nor liability for any accidents.

13.26.140 Interpretation

Words and phrases in this Ordinance shall be construed according to their common and accepted meanings, except that words and phrases defined in this Ordinance, shall be construed according to the respective definitions given in that section. Technical words and technical phrases that are not defined in this Ordinance, but which have acquired particular meanings in law or in technical usage shall be construed according to such meanings.

13.26.150 Definitions

Agricultural Land Disturbing Activity – Tillage, planting, cultivation, or harvesting operations for the production of agricultural or nursery vegetative crops. The term also includes pasture renovation and establishment, the construction of agricultural conservation practices, and the installation and maintenance of agricultural drainage tile. For purposes of this ordinance, the term does not include land disturbing activities for the construction of agricultural related

facilities; roads associated with infrastructure; agricultural waste lagoons and facilities; lakes and ponds; wetlands; and other infrastructure. It also does not include clearing land, grubbing trees, or stripping land of vegetation.

Applicant – The owner, owners, or legal representative of real estate who make application for action affecting the property.

Best Management Practices (BMP) – A temporary and permanent practice or combination of practices that is an effective, practicable means of preventing or reducing the amount of pollution in stormwater runoff. Examples include: schedule of activities, prohibition of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage, and any other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include any structural or nonstructural control measures utilized to improve the quality and quantity of stormwater runoff.

Building – A structure having a roof, supported by columns or walls, for the shelter, support or enclosure of persons, property, or animals; either temporary or permanent.

Channel – A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

City – The City of Columbus, Indiana.

Compliance – The act of correcting a violation or violations within the time frame specified by the City of Columbus.

Construction activity – Land disturbing activities and land disturbing activities associated with the construction of infrastructure and structures. This term does not include routine ditch, road maintenance, or landscaping projects disturbing less than 0.25 acre.

Construction plan – A representation of a project site and all activities associated with the project. The plan includes the location of the project site, buildings and other infrastructure, grading activities, schedules for implementation, and other pertinent information related to the project site. A stormwater pollution prevention plan is a part of the construction plan.

Construction Stormwater General Permit (CSGP) – An Indiana Department of Environmental Management Indiana Department of Environmental Management issued permit for authorization for stormwater discharges associated with construction activities, in accordance with **National Pollutant Discharge Elimination System (NPDES)**.

Contiguous – Adjoining or in actual contact with.

Contractor or subcontractor – An individual or company hired by the project site or individual lot owner, their agent, or the individual lot operator to perform services on the project site.

Conveyance – Any structure for transferring stormwater between two points, including public streets, roads, alleyways, and highways; curb and gutter; inlets, catch basins, manholes, and structures; pumping stations; pipes and culverts; outfalls; channels, legal drains, creeks,

ditches, swales, and streams; retention or detention facilities; infiltration practices; and other structural components and equipment that transport, move or regulate stormwater.

Detention – Managing stormwater runoff by temporary holding and controlled release.

Developer – Any person financially responsible for land disturbing activity; or an owner of property who sells or leases, or offers for sale or lease, any lots in a subdivision.

Development – Any man-made change to improved or unimproved real estate including but not limited to:

- A. Construction, reconstruction, or placement of a building or any addition to a building;
- B. Construction of flood control structures such as levees, dikes, dams or channel improvements;
- C. Construction or reconstruction of bridges or culverts;
- D. Installing a manufactured home on a site, preparing a site for a manufactured home, or installing a recreational vehicle on a site for more than hundred eight (180) days;
- E. Installing utilities, erection of walls, construction of roads, or similar projects;
- F. Mining, dredging, filling, grading, excavation, or drilling operations;
- G. Storage of materials; or
- H. Any other activity that might change the direction, height, or velocity of flood or surface waters.

Development does not include activities such as the maintenance of existing buildings and facilities such as painting, re-roofing, resurfacing roads, or gardening, plowing and similar agricultural practices that do not involve filling, grading, excavation, or the construction of permanent buildings.

Discharge – In the context of water quantity provisions, usually the rate of water flow. A volume of fluid passing a point per unit time commonly expressed as cubic feet per second, cubic meters per second, gallons per minute, or millions of gallons per day. In the context of water quality provisions, the discharge means any addition of liquids or solids to a water body or a flow conveyance facility

Disposal – The discharge, deposit, injection, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that the solid waste or hazardous waste, or any constituent of the waste, may enter the environment, be emitted into the air, or be discharged into any waters, including ground waters.

Drainage – The removal of excess surface water or groundwater from land by means of ditches or subsurface drains. Also see Natural drainage.

Engineering Department – The City Engineer of the City, a staff member of the Engineering Department for the City, or a designee.

Erosion – The detachment and movement of soil, sediment, or rock fragments by water, wind, ice, or gravity.

Erosion and sediment control – A practice, or a combination of practices, to minimize sedimentation by first reducing or eliminating erosion at the source and then as necessary, trapping sediment to prevent it from being discharged from or within a project site.

Fill – Any act by which earth, sand, gravel, rock, or any other material is deposited, placed, replaced, pushed, dumped, pulled, transported, or moved by man to a new location and shall include the conditions resulting therefrom.

Grading – The cutting and filling of the land surface to a desired slope or elevation

Groundwater – The accumulation of underground water, natural or artificial. The term does not include manmade underground storage or conveyance structures.

IDEM – The Indiana Department of Environmental Management.

Illegal or Illicit Discharge – Any discharge to a conveyance that is not composed entirely of stormwater, except naturally introduced floatables, such as leaves or tree limbs. Sources of illicit discharges include but is not limited to sanitary wastewater, septic tank effluent, commercial car wash wastewater, oil spills or disposal, radiator flushing disposal, laundry wastewater, roadway accident spillage, pollutant run-off, bore gel, bentonite clay, dirt, sediment and household hazardous wastes.

Infiltration – The passage or movement of water into the soil. Infiltration practices include any structural BMP designed to facilitate the percolation of runoff through the soil to groundwater. Examples include infiltration basins or trenches, and porous pavement.

Infrastructure – The roads, bridges, streets, curbs, sidewalks, sanitary and storm sewers, water mains, gas mains, electrical supply lines and communication lines which supply the structures of a development with transportation means and utilities.

Land Disturbance – Any manmade change of the land surface, including removing vegetative cover that exposes the underlying soil, excavating, filling, transporting, and grading. Also called a **Land Disturbing Activity**.

Municipal separate storm sewer system (MS4) – A conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, infiltration practices, or storm drains, which is:

- A. owned or operated by a federal, state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over stormwater, including special districts under state law such as a sewer district, flood control district, or drainage district, or similar entity, or a designated and approved management agency under Section 208 of the Clean Water Act (33 U.S.C. 1288) that discharges into waters of the state; or privately owned stormwater utility, hospital, university, or college having jurisdiction over stormwater that discharges into waters of the state;
- B. designed or used for collecting or conveying stormwater;
- C. not a combined sewer; and
- D. not part of a publicly owned treatment works (POTW) as defined at 40 CFR 122.2.

Also called a **Stormwater Conveyance System**.

National Pollutant Discharge Elimination System (NPDES) – A permit developed by the U.S. EPA through the Clean Water Act. In Indiana, the permitting process has been delegated to IDEM. This permit covers aspects of municipal stormwater quality.

Natural Drainage – The flow patterns of stormwater runoff over the land in its pre-development state.

Offense – Both a violation and a failure of compliance on a particular project. If there are multiple violations or multiple failures of compliance on the same project, each shall be considered a separate Offense.

Owner – Any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to, or sufficient proprietary interest in the land, or their legal representative

Person – A person, corporation, firm, partnership, association, trust, organization, unit of government, or any other entity that acts as a unit, including all members of any group.

Point Source – Any discernible, confined, and discrete conveyance including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, or container from which pollutants are or maybe discharged (P.L. 92-500, Section 502[14]).

Project Team – The persons submitting application materials to the City, including the applicant, owner, developer, contractor, design team, stormwater specialist, etc.

Sediment – A solid material (both mineral and organic) that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice

Sedimentation – The process that deposits soils, debris and other unconsolidated materials either on the ground surfaces or in bodies of water or watercourses.

Silvicultural – The practice of controlling the establishment, growth, composition, health, and quality of forests to meet diverse needs and values.

- A. Nonpoint activities include source silvicultural activities such as nursery operations, site preparation, reforestation and subsequent cultural treatment, thinning, prescribed burning, pest and fire control, harvesting operations, surface drainage, or road construction and maintenance from which there is natural runoff. Some of these activities (such as stream crossing for roads) may involve the placement of dredged or fill material which may require a Clean Water Act section 404 permit and a 401 Water Quality Certification.
- B. Point source activities include any discernible, confined and discrete conveyance related to rock crushing, gravel washing, log sorting, or log storage facilities which are operated in connection with silvicultural activities and from which pollutants are discharged into waters of the United States or the State.

Site – The entire area where land disturbing activity is proposed or taking place.

Site development – Altering terrain and/or vegetation and constructing improvements.

Stormwater Conveyance System – See definition for **Municipal Separate Storm Sewer System (MS4)**.

Stormwater Design Manual – The City of Columbus Stormwater Design Manual, latest edition.

Stormwater Management Facilities

Stormwater Management Plan – A submittal package that meet the requirements for this ordinance and the stormwater design manual. It may include but is not limited to, Stormwater Pollution Prevention Plan, Drainage Report, Stormwater Quantity and Quality Facilities, Temporary and Permanent BMPs, and Operation and Maintenance manuals.

Stormwater Pollution Prevention Plan (SWPPP) – A document that addresses stormwater runoff, identifies potential sources of pollution and outlines specific management activities designed to minimize the introduction of pollutants into stormwater.

Stormwater – Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

Structure – Any building or other object that is constructed or erected that requires location on or under the ground or is attached to something on the ground.

Violation – Any action or inaction which violates the provisions of this Ordinance or the Technical Standards, the requirements of an approved stormwater management design plan or permit, and/or the requirements of a recorded stormwater maintenance agreement may be subject to the enforcement actions outlined in 13.26.120. Any such action or inaction is deemed to be a public nuisance and may be abated by injunctive or other equitable relief in addition to, and separate from, the imposition of any of the enforcement actions described in 13.26.120.

13.26.160 EFFECTIVE DATE OF ORDINANCE

This Ordinance shall be in full force and effect on January 1, 2025.

I hereby certify that the foregoing within and attached ordinance was duly passed by the Common Council of the City of Columbus, Indiana, at a meeting thereof held on the ____ day of November 2024, by the following vote:

	AYE	NAY	ABSTAIN	ABSENT
Chris Bartels (District 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elaine Hilber (District 2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jerone Wood (District 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frank Miller (District 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Anderson (District 5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jay Foyst (District 6)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Josh Burnett (Councilor at Large)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Dell (Councilor at Large)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grace Kestler (Councilor at Large)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Presiding Officer

ATTEST:

Luann Welmer
Clerk of the City of Columbus, Indiana

The foregoing within and attached ordinance passed by the Common Council of the City of Columbus, Indiana, on the ____ day of November 2024, is presented by me this ____ day of November 2024, at _____ o'clock _____ M, to the Mayor of the City of Columbus, Indiana.

Luann Welmer
Clerk of the Common Council

The foregoing within and attached ordinance passed by the Common Council of the City of Columbus, Indiana, on the ____ day of November 2024, is approved by me this ____ day of November 2024, at _____ o'clock _____.M.

Mary K. Ferdon, Mayor
City of Columbus