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Luann G. Welmer, City Clerk

Amended

City Council Members

All terms are January 01, 2024-December 31, 2027

Kent Anderson, District 5 – President	Dr. Christopher Bartels, District 1	Elaine Hilber, District 2
Jerone Wood, District 3	Frank Miller, District 4	Jay Foyst, District 6
Josh Burnett, At-Large	Tom Dell, At-Large	Grace Kestler, At-Large

Information provided in compliance with I.C. 5-14-9

City Council Meeting Agenda
Council Chambers
Tuesday, October 20, 2026
6:00 P.M.

I. Meeting Called to Order

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

II. Old Business

None

III. New Business

A. First Reading of an Ordinance entitled "ORDINANCE NO. ____,2026, AN ORDINANCE TO APPROVE PAYMETS IN LIEU OF TAX." Jake Sipe

B. First Reading of an Ordinance entitled "ORDINANCE NO. ____, 2026, AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, AMENDING CHAPTER 5.30 OF THE COLUMBUS MUNICIPAL CODE REGARDING THE DOWNTOWN

COLUMBUS SOCIAL DISTRICT (DESIGNATED OUTDOOR REFRESHMENT AREA." Jody Coffman and Austin Whitted

C. First Reading of an Ordinance entitled "ORDINANCE NO. ____, 2026, AN ORDINANCE ESTABLISHING THE GATEWAY ENTRANCE FUND NO. 2545." Heather Pope

D. First Reading of an Ordinance entitled "ORDINANCE NO. ____, 2026, AN ORDINANCE PROVIDING FOR THE TRANSFER OF FUNDS FROM FUND 2536 (FORMALLY FUND 2160) THE RAILROAD OVERPASS FUND TO THE GATEWAY ENTRANCE FUND 2545 FOR THE BUDGET YEAR 2026." Heather Pope

E. First Reading of an Ordinance entitled "ORDINANCE NO. ____, 2026, AN ORDINANCE PROVIDING FOR THE ADDITIONAL APPROPRIATION OF FUNDS FROM THE GATEWAY ENTRANCE FUND 2545 FOR THE BUDGET YEAR 2026." Heather Pope

IV. Other Business

A. Standing Committee and Liaison Reports

B. The next meeting is scheduled for **Wednesday, November 4, 2026, at 6:00 p.m.**

C. Adjournment

Meetings of the Columbus City Council are open to the public and can be watched live on the City of Columbus website: https://www.columbus.in.gov/video/live-streaming/.

Columbus City Council Meetings are accessible to people of all abilities. The City of Columbus works to comply with the Americans with Disabilities Act (ADA). If you require an accommodation to attend a meeting, please contact Jody Coffman at (812) 376-2302 at least 48 hours prior to the start of the meeting.

A Public Comment session for non-agenda items is provided at the end of the Council meeting as an opportunity for residents to address the City Council Members about matters pertaining to the City. Participation is encouraged, however, to respect others who wish to speak, public comment is not intended to be a public conversation. Before speaking, a person must provide their name and address for public record. Each speaker is given a reasonable amount of time to speak (determined by the City Council President). Any speaker that engages in personal attacks and/or acts in an uncivil manner will be stopped and may be prohibited from future opportunities to publicly address the Council.

ORDINANCE NO. 2026-_____

AN ORDINANCE TO APPROVE
PAYMENTS IN LIEU OF TAX

WHEREAS, Ind. Code § 36-1-8-14.3 (the "Act") authorizes the governing body of the City of Columbus (the "City"), as a political subdivision, to adopt an ordinance to require a property owner to pay Payments in Lieu of Tax (the "PILOT") at times set forth in the ordinance with respect to real property that is subject to an exemption under Ind. Code § 6-1.1-10-16.7;

WHEREAS, Ind. Code § 6-1.1-10-16.7 provides for a property tax exemption for a project where (1) the improvements on the real property were constructed, rehabilitated, or acquired for the purpose of providing housing to income eligible persons under the federal low income housing tax credit program under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"); (2) the real property is subject to an extended use agreement under Code Section 42 as administered by the Indiana Housing and Community Development Authority; and (3) the owner of the property has entered into an agreement to make payments in lieu of taxes under Ind. Code § 36-1-8-14.3;

WHEREAS, a Glick-controlled limited partnership to be named later, and its permitted successors and assigns (the "Owner"), owns certain real estate located at 2351 Fairington Court, Columbus, IN 47201, and identified as Parcel Number 03-96-16-320-000.100-005 (collectively, the "Real Estate"), and upon which Owner desires to rehabilitate a 136-unit affordable apartment community (collectively with the Real Estate, the "Project"), which Owner has represented will be owned and operated as an affordable housing facility pursuant to the federal low income housing tax credit program under Section 42 of the Code and the applicable State of Indiana Qualified Allocation Plan;

WHEREAS, the Owner proposes to substantially rehabilitate and continue to operate the Project as an affordable housing community, including improvements to the property's residential units, elevators, common areas, exterior improvements, and accessibility features;

WHEREAS, the proposed rehabilitation is anticipated to include approximately $6,962,800 in construction costs and is intended to preserve and improve the existing affordable housing community;

WHEREAS, the Owner will be entering into an extended use agreement with the Indiana Housing and Community Development Agency;

WHEREAS, the City and Owner desire to enter into a PILOT agreement to facilitate the Project and provide affordable housing in the City;

WHEREAS, the terms and conditions of the PILOT are contained in **Exhibit A** (the "PILOT Agreement"), which is for a thirty (30) year term and includes an annual payment to the City in the amount equal to Sixty Eight Thousand Dollars ($68,000), which will increase at the rate of 3% per year (the "PILOT Payment");

WHEREAS, the Owner agreed to the following in the PILOT Agreement:

(a) comply with the requirements of IC 6-1.1-10-16.7, as applicable to Owner and the Project;

(b) maintain the Project as an affordable housing facility consisting of a 136-unit affordable apartment community;

(c) maintain a clean premises in accordance with applicable local, state, and federal codes, rules, and regulations at the Project; and

(d) Timely pay all PILOT Payments.

WHEREAS, the City recognizes and agrees that in accordance with Ind. Code § 36-1-8-14.3(f)(2), that the percentage generated by dividing the annual PILOT Payment by the amount of the property taxes that would have been paid to the City if the Project was not subject to an exemption from property taxation shall be the percentage of the property taxes required to be paid by the Owner to the City on an annual basis during the term of the PILOT Agreement;

WHEREAS, the City has previously established the City's Affordable Housing Fund (the "Fund"), pursuant to Ind. Code § 5-20-5-15.5, and funds from a PILOT must be deposited in an affordable housing fund; and

WHEREAS, pursuant to and in accordance with the Act, the City desires to authorize and enter into the PILOT Agreement; now, therefore:

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA AS FOLLOWS:

1. It is hereby found that the acquisition of the Real Estate and acquisition and rehabilitation of the Project will be of benefit to the health or general welfare of the City and its citizens and does comply with the purposes and provisions of the Act.

2. The PILOT Agreement is hereby approved by the City and incorporated herein by reference, and the Owner shall make the annual PILOT Payments in accordance with the terms of the PILOT Agreement, which is conditioned upon, among other requirements, the Owner receiving property tax exemption for the Project pursuant to Ind. Code § 6-1.1-10-16.7.

3. In accordance with Ind. Code § 36-1-8-14.3(h), the PILOT Payments shall be deposited in the Fund.

4. In accordance with Ind. Code § 36-1-8-14.3(e), the Owner has consented to this Ordinance and the PILOT Payment, which shall be evidenced by the City and Owner executing the PILOT Agreement.

5. The Mayor is authorized and directed to execute the PILOT Agreement or an agreement substantially similar to the PILOT Agreement approved herein. The signature of the Mayor on the PILOT Agreement may be an electronic signature.

6. By adopting this Ordinance, the City has authorized and directed the Mayor to finalize and execute the PILOT Agreement and approve the PILOT Payments, and accordingly the City has undertaken all required action contained within the Act.

7. 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 nor shall it invalidate the PILOT Agreement.

8. If any section, paragraph or provision of this Ordinance is in conflict with the PILOT Agreement, the terms of the PILOT Agreement shall control.

9. All ordinances, resolutions and orders or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

10. It is hereby determined that all formal actions of the Council relating to the adoption of this Ordinance were taken in one or more open meetings of the Council, that all deliberations of the Council and of its committees, if any, which resulted in formal action, were in meetings open to the public, and that all such meetings were convened, held and conducted in compliance with applicable legal requirements, including Ind. Code § 5-14-1.5-1 *et seq.*, as amended.

11. The Mayor and President of the Common Council are authorized to take all such further actions or to execute, attest and deliver such further instruments and documents in the name of the City as in the Mayor and President of the Common Council's judgment shall be necessary or advisable in order fully to consummate the PILOT Agreement and Project and carry out the purposes of this Ordinance.

12. This Ordinance shall be in full force and effect upon adoption and compliance with Indiana Code § 36-4-6-1 *et seq.*

ADOPTED by the Common Council of the City of Columbus, Indiana, this ____ day of _____, 2026 at _____ o'clock ___.M. by a vote of ____ ayes and ____ nays.

COMMON COUNCIL OF THE CITY OF
COLUMBUS, INDIANA

By: _____
Presiding Officer

ATTEST:

_____
Luann Welmer
Clerk of the City of Columbus, Indiana

Presented by me to the Mayor of the City of Columbus, Indiana, the _____ day of _____, 2026 at _____ o'clock ___.M.

_____
Luann Welmer
Clerk of the City of Columbus, Indiana

Approved by me, Mayor of the City of Columbus, Indiana, this ____ day of _____, 2026 at _____ o'clock ___.M.

_____
Mary K. Ferdon
Mayor of the City of Columbus

4908-4901-3204.1

4908-4901-3204.2

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 20th day of October 2026, by the following vote:

	AYE	NAY	ABSTAIN	ABSENT
Chris Bartels (District 1)	☐	☐	☐	☐
Elaine Hilber (District 2)	☐	☐	☐	☐
Jerone Wood (District 3)	☐	☐	☐	☐
Frank Miller (District 4)	☐	☐	☐	☐
Kent Anderson (District 5)	☐	☐	☐	☐
Jay Foyst (District 6)	☐	☐	☐	☐
Josh Burnett (Councilor at Large)	☐	☐	☐	☐
Tom Dell (Councilor at Large)	☐	☐	☐	☐
Grace Kestler (Councilor at Large)	☐	☐	☐	☐

The foregoing within and attached Ordinance passed by the Common Council of the City of Columbus, Indiana, on the 1st day of September 2026, is presented by me this 2nd day of September 2026, 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 20th day of October 2026, is approved by me this 21st day of October 2026, at _____ o'clock _____.M.

_____
Mary K. Ferdon, Mayor

Exhibit A

PILOT Agreement

CITY OF columbus

Community Development

MEMORANDUM

TO: Columbus City Council
FROM: Jake Sipe, Director of Community Development
DATE: October 20, 2026
SUBJECT: Fairington of Columbus – Payment-in-Lieu-of-Tax (PILOT) Request

Purpose
The purpose of this memorandum is to present the Gene B. Glick Company's request for a Payment-in-Lieu-of-Tax ("PILOT") agreement for Fairington of Columbus, to provide background information regarding the proposed rehabilitation of the property, and a recommendation.

Background – PILOT and Affordable Housing Fund
Indiana law provides a property tax exemption for certain affordable housing properties that meet specified requirements. Indiana Code 6-1.1-10-16.7 provides that, for assessment dates after December 31, 2021, all or part of real property may be exempt from property taxation when the property is used to provide housing to income-eligible persons under the federal Low-Income Housing Tax Credit (LIHTC) program, is subject to an extended use agreement under Section 42, and the property owner has entered into an agreement to make payments in lieu of taxes (PILOT) under applicable Indiana law. The statute provides the framework under which qualifying affordable housing properties may receive a property tax exemption while making agreed-upon PILOT payments to the applicable local government.

In March 2025, the Columbus City Council established the City's Affordable Housing Fund through Ordinance No. 06-2025. The fund provides a dedicated mechanism for receiving and administering resources intended to support affordable housing activities in the City.

The proposed Fairington of Columbus PILOT would operate within this statutory framework. Rather than making ordinary property tax payments, the property owner would make the agreed-upon PILOT payments to the City in accordance with the terms of a PILOT agreement approved by the City.

The proposed PILOT payments would provide a dedicated source of revenue for the City's Affordable Housing Fund while supporting the substantial rehabilitation and continued affordability of an existing affordable housing property.

Fairington of Columbus

Fairington of Columbus is an age-restricted affordable housing community located at 2351 Fairington Court. The property was constructed in 1978 and contains 136 residential units.

All 136 units are supported by a HUD Section 8 Housing Assistance Payments (HAP) contract, providing long-term affordability for the residents.

The property provides housing specifically for an elderly population and represents an existing affordable housing resource within the Columbus community.

Proposed Rehabilitation

The Gene B. Glick Company is proposing a substantial rehabilitation of Fairington of Columbus. The applicant estimates approximately $6,962,800 in construction costs, or approximately $51,344 in hard construction costs per unit.

The proposed improvements include, but are not limited to:

- Fully refurbished and modernized elevators;
- New kitchens in individual units, including lighting, cabinets, countertops, appliances, and fixtures;
- New bathrooms, including low-flow toilets, tubs, showers, and related fixtures;
- New flooring in units and common areas;
- New six-panel doors throughout the units and property;
- Improvements to community rooms and community bathrooms;
- Repair or replacement of exterior improvements, including sidewalks, stoops, walkways, windows, roofs, gutters, and downspouts; and
- Conversion of units to meet current ADA accessibility standards.

The proposed rehabilitation would preserve and substantially improve the existing 136-unit affordable housing community rather than replace the property with new construction.

Reason for the PILOT Request

The Glick Company is requesting a PILOT agreement as part of the financing necessary to complete the proposed rehabilitation.

According to the applicant, the project requires significant public and private financial support to close the project's funding gap. Glick anticipates that the State of Indiana and Federal Low Income Housing Tax Credit programs will provide support for the renovation and proposes an additional $2.5 million sponsor contribution from Glick. Glick is requesting that the City enter into a 30-year PILOT agreement with annual payments beginning at $40,800 and increasing by 3% annually. The proposed PILOT

payments would replace the property's ordinary property tax payments during the PILOT term.

The applicant states that the PILOT is necessary to help make the rehabilitation financially feasible while preserving long-term affordable housing for Columbus residents.

Requested PILOT Amount and Schedule
The proposed PILOT would begin with an annual payment of $40,800 ($309 per unit) in Year 1, with the payment increasing by 3% annually for 30 years for a total amount of $1,941,077 over 30 years.

Project Financing
The applicant has provided a proposed sources-and-uses statement showing total project financing of approximately $23.76 million.

The primary sources identified by Glick include:

- $12,500,000 – MTEB Loan;
- $2,500,000 – Sponsor Loan from Glick;
- $1,733,753 – Deferred Fee from Glick; and
- $7,024,077 – LIHTC Investor Equity.

Total project uses are identified as $23,757,830, including $11,100,000 for acquisition and $6,962,800 for construction.

Community Benefit
The proposed project would preserve 136 existing age-restricted affordable housing units in Columbus while making significant investments in the property's physical condition, accessibility, common areas, building systems, and individual residential units.

The rehabilitation would also extend the useful life of an approximately 50-year-old affordable housing property and allow the property to continue providing affordable housing under its existing HUD Section 8 HAP contract and as a LIHTC property.

The applicant further indicates that the rehabilitation will be managed to minimize disruption to residents. Glick describes a dedicated rehabilitation management team and a process intended to minimize the length of temporary resident displacement during construction.

Requested City Council Action and Recommendation

The Gene B. Glick Company has requested that the City of Columbus consider entering into a 30-year PILOT agreement for Fairington of Columbus, with an initial annual PILOT payment of $40,800 ($309 per unit) and annual increases of 3%.

I have been in negotiations with Glick on the amount of the annual PILOT amount. They have agreed to increase their beginning annual PILOT amount from $40,800 ($309 per unit) to $68,000 ($500 per unit). This would increase the total PILOT amount made into the Columbus Affordable Housing Fund to $3,235,128 over 30 years compared to their proposed amount of $1,941,077.

As a result, I recommend approval of the PILOT for Fairington of Columbus and a beginning annual amount of $68,000 with a 3% annual increase.

Attachments:

- Gene B. Glick Company – PILOT letter request for Fairington of Columbus, dated July 21, 2026
- Ordinance No. 2026 – X
- PILOT Agreement

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this "PILOT Agreement") is entered into as of this _____ day of _____, 2026 (the "Effective Date"), by and among the City of Columbus, Indiana (the "City"), and **[Glick-controlled LP to be named later]** and its permitted successors and assigns ("Owner").

RECITALS

WHEREAS, Owner owns certain real estate in Columbus, Indiana, located at 2351 Fairington Court, Columbus, IN 47201, and identified as Parcel Number 03-96-16-320-000.100-005 and as legally described on **Exhibit A** attached here to and incorporated herein (the "Real Estate"), and upon which Owner desires to rehabilitate a 136-unit affordable apartment community (collectively with the Real Estate, the "Project"), which Owner has represented will be owned and operated as an affordable housing facility pursuant to the federal low income housing tax credit program under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code") and the applicable State of Indiana Qualified Allocation Plan;

WHEREAS, the Project was originally constructed in approximately 1978 and is currently operated as affordable housing, with all 136 residential units supported by a federal Housing Assistance Payments ("HAP") contract administered by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, Owner intends to substantially rehabilitate and modernize the Project, including improvements to the elevators, kitchens, bathrooms, flooring, doors, community rooms, accessibility features, and exterior improvements including sidewalks, stoops, walkways, windows, roofs, gutters, and downspouts (the "Rehabilitation");

WHEREAS, the estimated construction cost of the Rehabilitation is approximately Six Million Nine Hundred Sixty-Two Thousand Eight Hundred Dollars ($6,962,800);

WHEREAS, the Rehabilitation is intended to preserve and improve the existing affordable housing at the Project and allow the Project to continue providing quality affordable housing to income-eligible and age-restricted residents;

WHEREAS, the City has established Affordable Housing Fund pursuant to Ordinance No. 6-2025 for purposes authorized by applicable Indiana law, including the use of payments in lieu of taxes as authorized by Indiana Code ("IC") 36-1-8-14.3 (the "Fund");

WHEREAS, pursuant to IC 6-1.1-10-16.7, Owner will be exempt from the requirement to pay property taxes on real property included in the Project if the following requirements are satisfied: (1) the improvements on the real property were constructed, rehabilitated, or acquired for the purpose of providing housing to income eligible persons under the federal low income housing tax credit program under 26 U.S.C. 42; (2) the real property is subject to an extended use agreement under 26 U.S.C. 42 as administered by the Indiana Housing and Community Development Authority; and (3) the owner of the property has entered into an agreement to make payments in lieu of taxes under IC 36-1-8-14.3;

WHEREAS, the Owner anticipates and has provided the City with documentation showing that the improvements on the Real Estate will be rehabilitated utilizing the federal low-income housing tax credit program under 26 U.S.C. 42 and furthermore that the Project will be subject to an extended use agreement under 26 U.S.C. 42 as administered by the Indiana Housing and Community Development Authority;

WHEREAS, Owner represents and warrants that an extended use agreement to provide affordable housing for a period of at least thirty (30) years with the Indiana Housing and Community Development Authority will be entered into and recorded;

WHEREAS, this Agreement has been drafted to comply with the requirements under IC 36-1-8-14.3 (the "PILOT Statute");

WHEREAS, the City represents that it has or will undertake all necessary and appropriate actions within its control contained within IC 36-1-8-14.3 to ensure this PILOT Agreement satisfies all necessary requirements of the PILOT Statute so as to permit the Owner to successfully obtain property tax exemption under IC 6-1.1-10-16.7;

WHEREAS, Owner represents that it has timely filed or will timely file its application (the "Property Tax Exemption Application") with the Bartholomew County Assessor requesting an exemption, pursuant to IC 6-1.1-10-16.7, from its obligation to pay real property taxes and that it will timely file any applications to renew any exemption if required by law to do so;

WHEREAS, Owner has agreed (1) to make payments in lieu of taxes to the City; (2) and ensure the Project is properly maintained; and

WHEREAS, City and Owner have agreed that, if the real property contained on Real Estate becomes fully exempt from the payment of property taxes under IC 6-1.1-10-16.7, Owner will make payments to the City pursuant to the terms of this PILOT Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and the sum of Twenty-Five and 00/100 Dollars ($25.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

Section 1. Payments in Lieu of Taxes.

Section 1.1.

(a) Owner represents and warrants that it has or will undertake all appropriate action for the real property of the Real Estate to be exempt under IC 6-1.1-10-16.7, and during the term of this Agreement, Owner covenants and agrees it shall at all times comply with the requirements of IC 6-1.1-10-16.7, as applicable to Owner and the Project.

(b) Owner agrees to maintain the Project as an affordable housing facility consisting of a 136-unit affordable apartment community.

(c) Owner agrees to maintain a clean premises in accordance with applicable local, state, and federal codes, rules, and regulations at the Project.

(d) Owner acknowledges that this PILOT Agreement in and of itself does not confer any property tax exemption on the Project and that in order to obtain any such property tax exemption or partial exemption, Owner must timely file its Property Tax Exemption Application, including renewal applications, if any are required, with the Bartholomew County Assessor requesting an exemption pursuant to IC 6-1.1-10-16.7 from Owner's obligation to pay all or a portion of its property taxes on the Project. The City agrees to use best efforts to assist the Owner in ensuring the real property at the Project is fully exempt from property tax if the Owner has satisfied all requirements to obtain exemption under IC 6-1.1-10-16.7.

Section 1.2. Owner shall annually pay an amount equal to Sixty Eight Thousand Dollars ($68,000) (the "PILOT Payment"), which PILOT Payment will increase at the rate of 3% per year thereafter during the Payment Period (as defined herein) and as described in the following table. The payment period will begin for each assessment year after the closing of the Project, which is anticipated to be in the second or third quarter of 2027 and will continue for thirty (30) years (the "Payment Period") . Notwithstanding the foregoing and pursuant to IC 36-1-8-14.3(f)(3), to the extent that the amount of real property taxes that would have been received by the City for the Project had the Project not been exempt from property tax pursuant to IC 6-1.1-10-16.7 is less than the PILOT Payment, then the PILOT Payment shall be reduced for the applicable assessment year to the amount that would have been received by the City had the Project not been exempt from real property tax. Moreover, the City and Owner recognize and agree that in accordance with IC 36-1-8-14.3(f)(2), that the percentage generated by dividing the annual PILOT Payment by the amount of the property taxes that would have been paid to the City if the Property was not subject to an exemption from property taxation shall be the percentage of the property taxes required to be paid by Owner to the City on an annual basis during the term of the PILOT Agreement.

Fairington of Columbus PILOT Schedule	
Year 1	$68,000
Year 2	$70,040
Year 3	$72,141
Year 4	$74,305
Year 5	$76,535
Year 6	$78,831
Year 7	$81,196
Year 8	$83,631
Year 9	$86,140
Year 10	$88,725
Year 11	$91,386
Year 12	$94,128
Year 13	$96,952
Year 14	$99,860

Year 15	$102,856
Year 16	$105,942
Year 17	$109,120
Year 18	$112,394
Year 19	$115,765
Year 20	$119,238
Year 21	$122,816
Year 22	$126,500
Year 23	$130,295
Year 24	$134,204
Year 25	$138,230
Year 26	$142,377
Year 27	$146,648
Year 28	$151,048
Year 29	$155,579
Year 30	$160,246
Total	**$3,235,128**

Section 1.3. The PILOT Payment shall be paid in lieu of property taxes for the tax year in question that would have been payable by Owner if Owner was a non-exempt taxpayer. Remedies for Owner's failure to satisfy the requirements of Section 1.1 and/or Section 1.4 are outlined in Section 3 of this Agreement. The PILOT Payment and any additional Supplemental Payment required by Section 3 of this Agreement shall only become due if all the real property at the Project has been exempt from property tax under IC 6-1.1-10-16.7. To the extent that the real property at the Project is not fully exempt in any year of the Payment Period, the Owner shall have no obligation to make the PILOT Payment or Supplemental Payment for such year, the parties will move through the cure period and termination outlined in Section 3 and Owner must pay the regular tax rate under applicable law.

Section 1.4. The annual PILOT Payment shall be payable in two equal installments due and payable on or before May 10th and November 10th of each successive calendar year following the applicable assessment date, commencing with the first semi-annual installment due and payable on or before the first May 10th after the requirements of Section 1.2 are satisfied (each an "In Lieu of Payment") and continuing through the Payment Period. For purposes of clarity and avoidance of doubt, the Project is anticipated to close in the second or third quarter of 2027, and therefore under such circumstances, the PILOT Payment would first be due for the January 1, 2028 Assessment Year and, accordingly, the first In Lieu of Payment would be due and payable on or before May 10, 2029.

Section 1.5. Owner hereby reserves the right to contest and to appeal the amount of any tax assessment of the Project. Any such challenge will not affect the timely payment of the annual In Lieu of Payment described in Section 1.4.

Section 1.6. Owner shall be liable for prompt payment of all In Lieu of Payments when due. Owner shall be liable for all penalties, costs and expenses imposed under IC 6-1.1-22-1 *et seq.* and IC 6-1.1-37-1 *et seq.* or any statute which amends or replaces them for delinquent In Lieu of Payments.

Section 1.7. The City, upon receipt of each in Lieu of Payment shall deposit the same in the City's Fund established under IC 5-20-5-15.5 in accordance with IC 36-1-8-14.3(h).

Section 2. Recording of PILOT.

Section 2.1. This PILOT Agreement will be recorded with the appropriate office in Bartholomew County, Indiana, to preserve and protect fully the rights and obligations of both Parties, at the Owner's expense.

Section 3. Failure to Perform; Cure Period; and Termination.

Section 3.1. Automatic Termination. This PILOT Agreement shall automatically terminate, by no action of the parties, and shall be of no force or effect between or among the parties upon the expiration of the Payment Period and the remittance of all In Lieu of Payments due and payable pursuant to Section 1 hereof. Notwithstanding the foregoing, the City and Owner may mutually agree to extend this PILOT Agreement in writing prior to the expiration of the Payment Period.

Section 3.2. Conveyance of Property. Upon conveyance of Owner's title to the Project to any party which meets the requirements of IC 6-1.1-10-16.7, the PILOT Agreement shall remain in full force and effect. The City acknowledges and agrees the Owner may assign this PILOT Agreement and the obligations thereunder as a part of the sale of the Project. The Owner's obligation to pay In Lieu of Payments and Supplemental Payments shall terminate upon Owner's conveyance of its title to the Project. Upon conveyance of fee title to the Project to any other entity that does not meet the requirements of IC 6-1.1-10-16.7, this PILOT Agreement shall become null and void and of no further force or effect; provided, however, Owner shall remain obligated for payment of the applicable pro rata amount of the In Lieu of Payments outlined in Section 3.5 with respect to the Project up to the date when a purchaser either assumes the obligations hereunder or the real property is no longer exempt under IC 6-1.1-10-16.7.

Section 3.3. Breach and Cure. In the event that Owner fails to make a timely In Lieu of Payment pursuant to Section 1.4, Owner shall pay to the City an additional ten percent (10%) of the In Lieu of Payment due and payable for the applicable period (the "Supplemental Payment"). Owner shall have sixty (60) days from when the applicable In Lieu of Payment is due to make the In Lieu of Payment outlined in Section 1.4 and the Supplemental Payment outlined in this Section 3.3. If Owner fails to make the required In Lieu of Payment and Supplemental Payment within sixty (60) days, the City may in its sole discretion elect to extend the repayment period in writing or terminate this PILOT Agreement. In the event Owner fails to satisfy any other requirements listed in Section 1.1 and/or Section 1.4, the City shall notify Owner in writing of such default. Owner then shall have sixty (60) days from the effective date of the notice to cure the reason for default (the "Cure Period"). The City may in its sole discretion elect to extend the Cure Period in writing. Following the Cure Period, this PILOT Agreement shall automatically terminate upon

written notice from the City to the Owner that such default has not been cured within the Cure Period.

Section 3.4. **Mutual Termination.** The parties hereto may mutually agree to terminate this PILOT Agreement at any time. Such termination agreement shall be in writing and executed by all parties hereto. Upon mutual termination pursuant to this Section 3.4, this PILOT Agreement shall become null and void, and of no further force or effect between or among the parties; provided, however, Owner shall pay the applicable pro rata amount of In Lieu of Payments for the year in which such termination occurs to the extent that the real property remains fully exempt from property tax under IC 6-1.1-10-16.7.

Section 3.5. **Pro Rata Payment upon Termination.** Upon termination of this PILOT Agreement for any reason, Owner shall pay the applicable pro rata amount of In Lieu of Payments for the year in which such termination occurs up to the date of termination to the extent that the real property remains fully exempt from property tax under IC 6-1.1-10-16.7 for such year, and receive a credit for all In Lieu of Payments already paid for such year. Upon termination of this PILOT Agreement, the parties hereto agree that that all other provisions of this PILOT Agreement, except for this Section 3.5, shall become null and void, and of no further force or effect between the parties.

Section 4. **General Provisions.**

Section 4.1. **Captions; Incorporation and Exhibit**. The captions and headings of various Articles, Sections and Exhibits referenced herein are for convenience only and are not to be considered as defining or limiting in any way, the scope or intent of the provisions hereof. Notwithstanding the foregoing, each of the Recitals referenced herein are incorporated and expressly made a part hereof.

Section 4.2. **Entire PILOT Agreement**. This PILOT Agreement constitutes the entire agreement of the parties, and all prior discussions, negotiations and document drafts are merged herein.

Section 4.3. **Notices**. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing, addressed as follows and shall be deemed to have been properly given if hand delivered (effective upon delivery), if sent by reputable overnight courier, charges prepaid (effective the business day following delivery to such courier) or if mailed by United States registered or certified mail, postage prepaid, return receipt requested (effective two business days after mailing):

If to Owner:

Gene B. Glick Company
Attn: Legal Department
8801 River Crossing Blvd., Suite 200
Indianapolis, IN 46240

If to City:

City of Columbus
c/o Director, Community Development Department
123 Washington Street
Columbus, IN 47201

With a copy to:

City of Columbus
c/o City Controller
123 Washington Street
Columbus, IN 47201

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other manner shall be deemed effective only upon receipt.

Section 4.4. **Modification, Amendment or Waiver**. No modification, waiver, amendment, discharge or change of this PILOT Agreement shall be valid unless the same is in writing and signed by all parties to this PILOT Agreement.

Section 4.5. **Governing Law**. This PILOT Agreement shall be governed by and construed under the laws of the State of Indiana, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this PILOT Agreement. Any action or proceeding arising out of this PILOT Agreement will be litigated in the courts located in Bartholomew County, Indiana. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Bartholomew County, Indiana.

Section 4.6. **Time is of the Essence**. Time is hereby declared to be of the essence of this PILOT Agreement and of every part hereof.

Section 4.7. **Counterparts**. This PILOT Agreement and any amendments hereof may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

Section 4.8. **Severability**. If any provision of this PILOT Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this PILOT Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable. Notwithstanding the foregoing, to the extent that the real property is not fully exempt from property tax, this Section 4.8 is null and void.

Section 4.9. **No Joint Venture**. Nothing contained in this PILOT Agreement will be construed to constitute any party as a joint venturer with the City or to constitute a partnership between any party and the City.

Section 4.10. **Construction**. The parties acknowledge that each party and each party's counsel have reviewed and revised this PILOT Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this PILOT Agreement or any amendments or exhibits hereto.

Section 4.11. **Authorization**. The persons executing and delivering this PILOT Agreement on behalf of the parties hereto represent and warrant to the other party that such person is duly authorized to act for and on behalf of said party, and execute and deliver this PILOT Agreement in such capacity as is indicated below.

Section 4.12. **Assignment/Successor**. Except as provided in Section 3.2, this PILOT Agreement shall be binding upon City, and Owner, and all successor, grantees or assignees of Owner with respect to the Project (or any portion thereof) which would otherwise be entitled to claim an exemption for real property taxes imposed on the Project.

Section 4.13. **Recording**. The Owner will cause, at Owner's expense, this PILOT Agreement and any other instruments of further assurance to be promptly recorded, filed and registered, and at all times to be recorded, filed and registered, in such manner and in such places as may be required by law to preserve and protect fully the rights of the City hereunder as to all of the mortgaged property.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned parties have caused the execution of this PILOT Agreement by their duly authorized officers as of the Effective Date.

CITY OF COLUMBUS

By: _____
Printed: _____
Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, the _____ for the _____ _____, who executed the above and foregoing instrument as their voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 20_____.

_____
Notary Public

My commission expires:

_____

_____
Printed Name

_____
Notary Number

[INSERT OWNER]

By: _____
Printed: _____
Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, the _____ for the _____ _____, who executed the above and foregoing instrument as their voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 20_____.

_____
Notary Public

My commission expires:

_____

_____
Printed Name

_____
Notary Number

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.

This instrument prepared by: _____
_____

EXHIBIT A
LEGAL DESCRIPTION

The Real Estate is described as follows:

Lot Numbered One (1) in Fairington Apartments as recorded April 29, 1977 in Plat Book "I", page 64, in the Office of the Recorder of Bartholomew County, Indiana, being part of the Southwest Quarter of Section 16, Township 9 North, Range 6 East, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section 16; thence South 88 degrees 49 minutes 27 seconds West (assumed bearing) along the North line of said Quarter Section a distance of 1536.813 feet to the POINT OF BEGINNING, said point being North 88 degrees 49 minutes 27 seconds East a distance of 1119.243 feet from the Northwest corner of said Southwest Quarter; thence South 00 degrees 06 minutes 05 seconds East, parallel with the East line of Charleston Square Addition (P.B."F", page 50) a distance of 967.690 feet to a point on a curve concave Northeasterly having a radius of 400.00 feet, said point being on the proposed centerline of Waycross Road; thence Northwesterly along said centerline through a central angle of 11 degrees 12 minutes 52 seconds an arc distance of 78.291 feet to the point of tangency of said curve; thence North 60 degrees 49 minutes 53 seconds West, along said center line a distance of 211.378 feet to the point of curvature of a tangent curve concave Southwesterly having a radius of 400.00 feet; thence Northwesterly along said centerline through a central angle of 30 degrees 06 minutes 45 seconds an arc distance of 210.224 feet to the point of tangency of said curve; thence South 89 degrees 03 minutes 25 seconds West, along said centerline a distance of 2.400 feet to the East line extended of Charleston Square Addition as per plat recorded in Plat book "F", page 50, in the Office of the Recorder of Bartholomew County, thence North 00 degrees 06 minutes 05 seconds West, along said East line of Charleston Square Addition, a distance of 773.356 feet to the North line of said Southwest Quarter of Section 16, said point also being the Northeast corner of said Charleston Square Addition; thence North 88 degrees 49 minutes 27 seconds East, along the North line of said Southwest Quarter of Section 16, a distance of 459.915 feet to the point of beginning; containing in all, 9.000 acres (392,025.24 square feet); subject however, to all legal highways, rights-of-way and easements of record, as recorded in Plat Book "I", page 64 on the 29th day of April, 1977.

GLICK®
GENE B. GLICK COMPANY
Built to be home.

PO Box 40177
8801 River Crossing Blvd.
Suite 200
Indianapolis, IN 46240
T 317.469.0400
genebglick.com

July 21, 2026

City of Columbus, Indiana
Attn: Jacob Sipe, Director of Community Development
City of Columbus, Indiana

Re: Request for PILOT for Fairington of Columbus

Dear Mr. Sipe,

Thank you for our call on July 10, 2026, and allowing the Gene B. Glick Company to present this proposal for a possible payment-in-lieu of tax ("PILOT") arrangement in support the proposed rehabilitation of Fairington of Columbus, an elderly affordable housing community located in Columbus. In this letter, we briefly summarize the property, the project and the PILOT request. In short, Glick desires to spend approximately $6,962,800 in construction costs, to thoroughly rehabilitate the nearly 50-year old Fairington property and requests that Columbus consider using its authority under State law to provide a 30 year PILOT. Under this proposal, Fairington would pay Columbus $40,800 during the first year of the PILOT. Subsequent annual payments would increase by 3% annually. The PILOT payments would replace the ordinary property tax payments.

As the Glick team attempts to piece together enough financing to make this proposed renovation a reality, we greatly appreciate Columbus's willingness to consider support. As you know well, affordable housing cannot exist without governmental support. If successful, both Glick and the City should feel proud to have preserved quality, sustainable, elderly supportive housing in Columbus for another 30 years.

The Property

Below please find the community's basic facts:

- **Location:** 2351 Fairington Court
- **Year Built:** 1978
- **Units:** 136
- **Target Population:** Age-restricted residents
- **Affordability:** All 136 units are supported by a HUD Section 8 Housing Assistance Payments (HAP) contract, ensuring long-term affordability

The Rehabilitation Project

As stated above, Glick intends to spend approximately $6.962M in construction costs to reinvent the interiors of the property and update exterior areas with needed repairs and replacements. The rehabilitation's per unit hard costs are estimated to be approximately $51,344 per unit. The renovation will include, but is not limited to, the following:

- Fully refurbished and modernized elevators;

- New in-unit kitchens, including lighting, cabinets, countertops, appliances and fixtures;
- New in-unit bathrooms, including all the above and new low-flow toilets, tubs and showers;
- New flooring in units and common areas;
- New six panel doors throughout all units and the property;
- New community rooms and community bathrooms;
- Repaired or replaced exterior areas, including sidewalks, stoops, walkways, windows, roofs, gutters, and downspouts;
- Conversion of units to meet current ADA accessibility standards.

Before and after photographs from another, similar, recent Glick renovation have been included for illustration.

Support for Residents

Several years ago, the Glick Company adopted an enterprise-wide customer service priority initiative. Under that initiative, Glick developed a thoughtfully and strategically designed program to minimize resident disturbance during rehabs. The program also provides substantial assistance to any residents who will be permanently displaced. The program is one of our big wins from the customer service initiative.

1. A Dedicated Rehab Team - when a Glick property is identified for rehab, a special property management team specializing in the management of rehabs takes over day-to-day operations of the property. The team consists of one regional property manager with over 20 years of property management experience and four associates. The special team takes over prior to the construction start, manages the property through construction, and then transitions the day-to-day management of the property fully back to the original team following the rehab's conclusion. The special team then moves on to their next rehab within the Glick portfolio of properties. This expertise allows for faster, better and more consistent decision-making and deployment of the resident management strategy.

2. Rapid Rehab: Glick utilizes contractors who have experience in Glick rehabs. These contractors provide an apartment-rehab-specific "Rapid Rehab" product which utilizes extensive pre-staging, pre-fabrication, and subcontractor coordination to minimize the amount of time a resident is displaced from their unit during construction. In a typical project, the Contractor can fully rehab up to 6 units per week, meaning that residents are only displaced from their units for 2 days on average.

3. Temporarily Displaced Residents - residents who will be temporarily displaced from their homes are given several forms of advance notice of the need to vacate for their 2 days of construction, including a 30 day notice, multiple unit walk throughs, and a second notice two weeks prior to commencement of construction in a unit. Residents with special circumstances, such as excessive belongings or disabilities, are given special attention and provided accommodations as applicable. During the temporary relocation, residents are provided free housing at a quality hotel nearby and a VISA gift card for each day of the relocation.

The resident management program is working tremendously well, and it's very common for residents to be pleased with our process and very excited about their brand new unit.

The Request

Indiana law acknowledges that significant rehabs of affordable housing projects cannot occur without funding or support from all levels of government, including local government. Glick anticipates the State of Indiana and the Federal Low Income Tax Credit programs will support the proposed renovation. Glick itself anticipates contributing an additional $2.5M in cash in addition to the $6.962M construction cost, to help close the current funding gap. Glick requests that the City of Columbus consider joining the support provided by these parties by entering into a thirty-year PILOT Agreement requiring an annual payment of $40,800, increasing annually by 3%, which is in line with a typical PILOT payment.

Glick understands the value of property taxes to Columbus. As you consider this proposal, please consider that the proposed rehab and the supportive services directly relieve the burdens of local government. With the City's support, Fairington's low income seniors can be provided a quality place to live, along with a community supporting their wellbeing. That support leads to long term cost savings by reducing homelessness, reducing police and fire services and reducing housing/nursing costs.

Thank you again for your consideration.

Very truly yours,

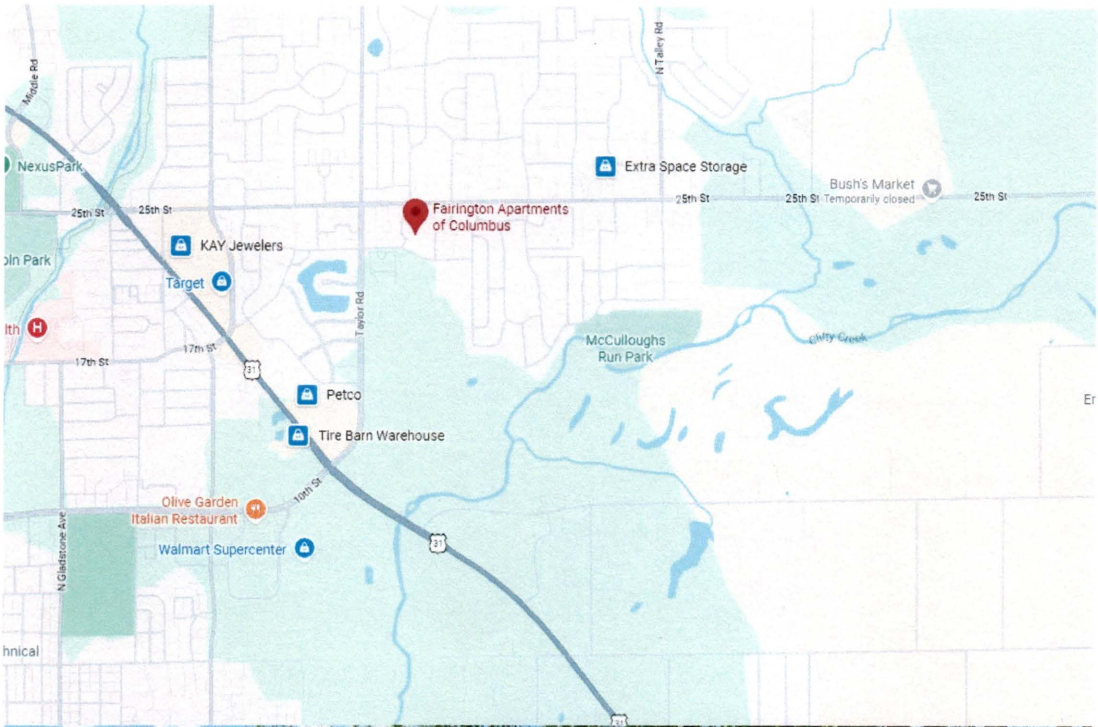
Gene B. Glick Company, Inc.

Adam J. Richter

Adam J. Richter, Esq.
Executive Vice President and General Counsel

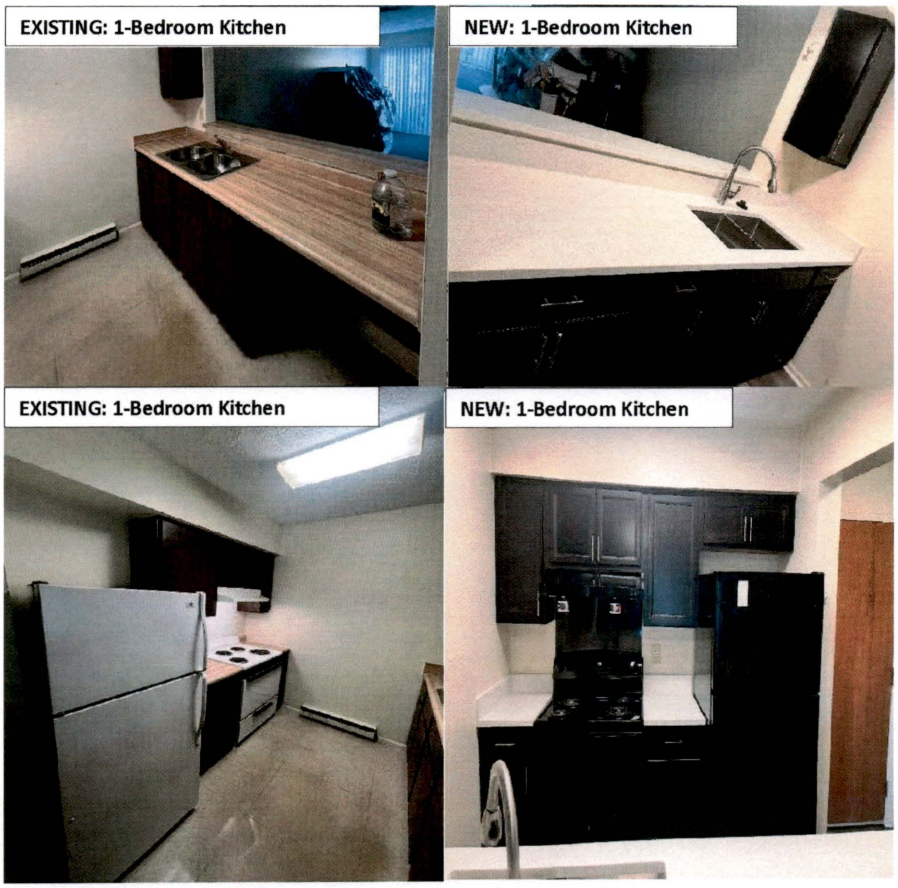
Enclosed: Property Location and Photo
Before and After Photos
Schedule of Proposed PILOT Payments
Sources and Uses

Attachment #1
Property Location and Photo



Attachment #2
Before and After Photos

GLICK



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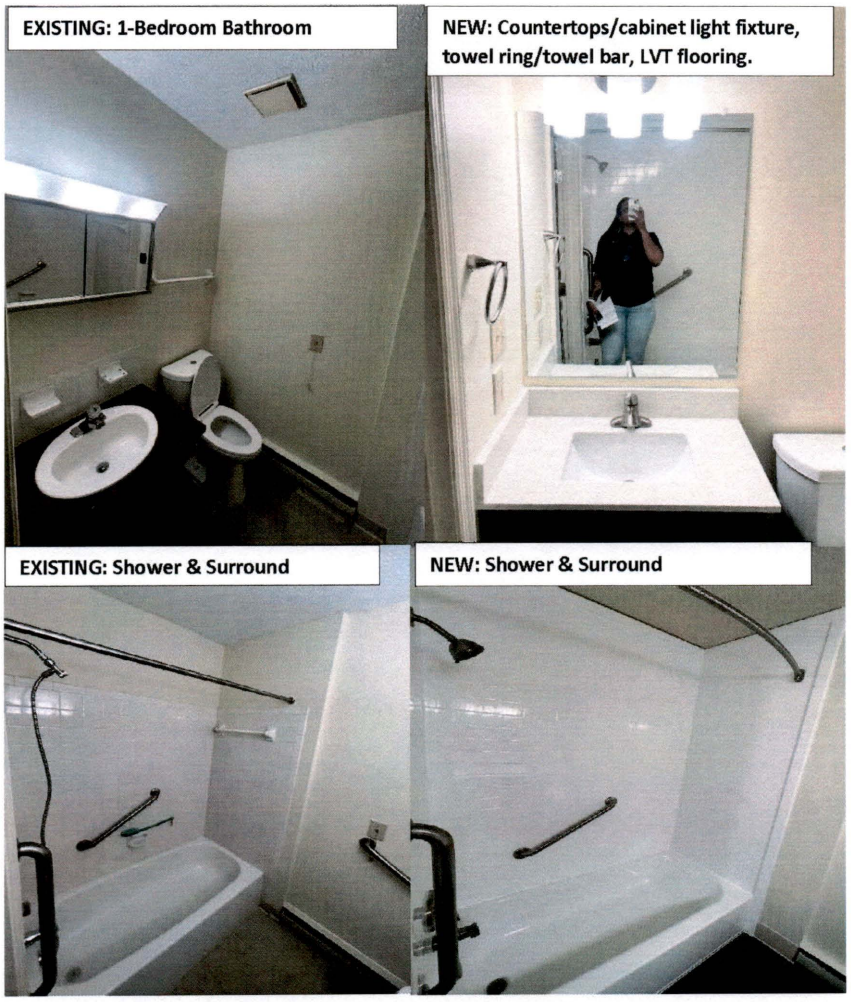
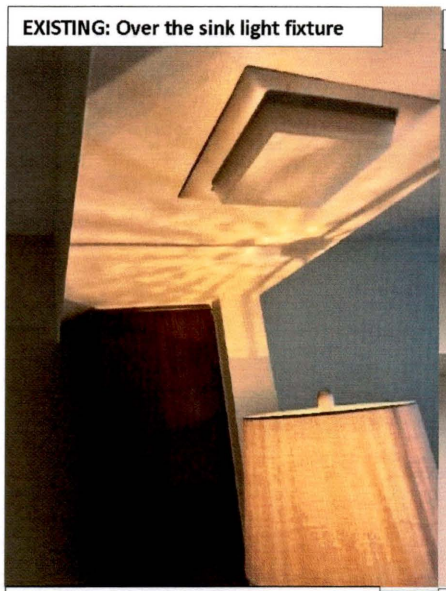
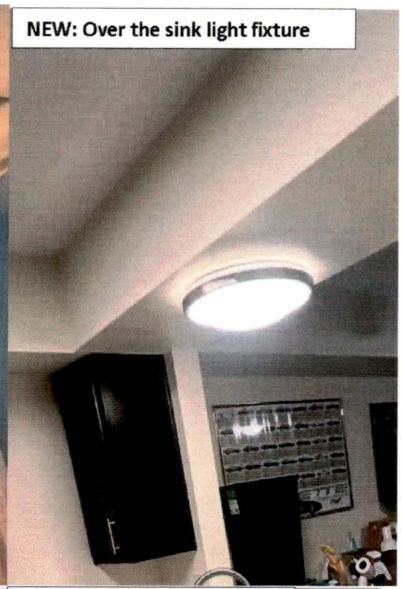
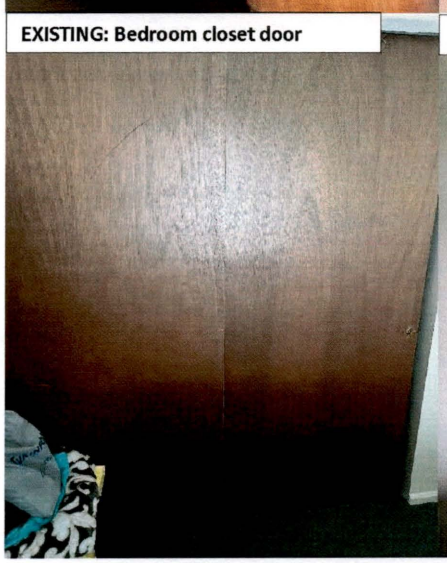

EXISTING: 1-Bedroom Bathroom
NEW: Countertops/cabinet light fixture, towel ring/towel bar, LVT flooring.
EXISTING: Shower & Surround
NEW: Shower & Surround

GLICK

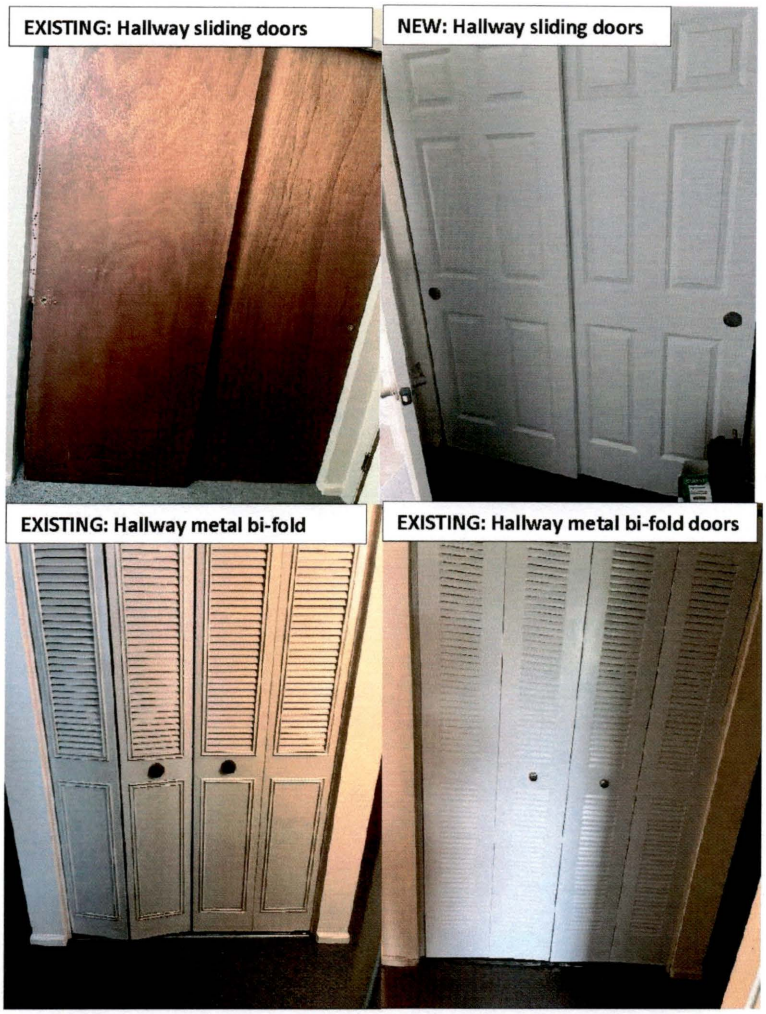

EXISTING: Over the sink light fixture


NEW: Over the sink light fixture


EXISTING: Bedroom closet door

NEW: Bedroom closet door

GLICK


EXISTING: Hallway sliding doors
NEW: Hallway sliding doors
EXISTING: Hallway metal bi-fold
EXISTING: Hallway metal bi-fold doors

GLICK

NEW: Leasing Office Exterior Painting

NEW: Building- A Exterior Painting

GLICK

EXISTING: 3rd Floor Community Room Kitchen

NEW: Currently in progress. 3rd Floor Community Room Kitchen

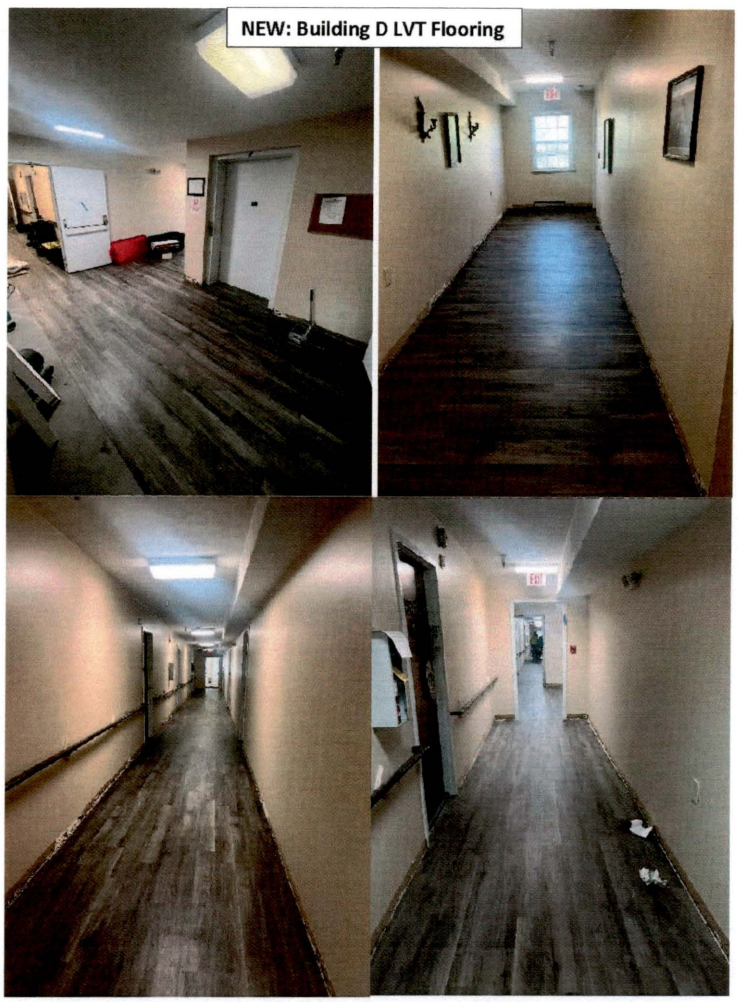
NEW: Currently in progress. 3rd Floor Community Room Bathroom.

GLICK

NEW: Building D 3rd Floor
Community Room Bathroom.

NEW: Building D 3rd Floor
Community Room Kitchen.

GLICK



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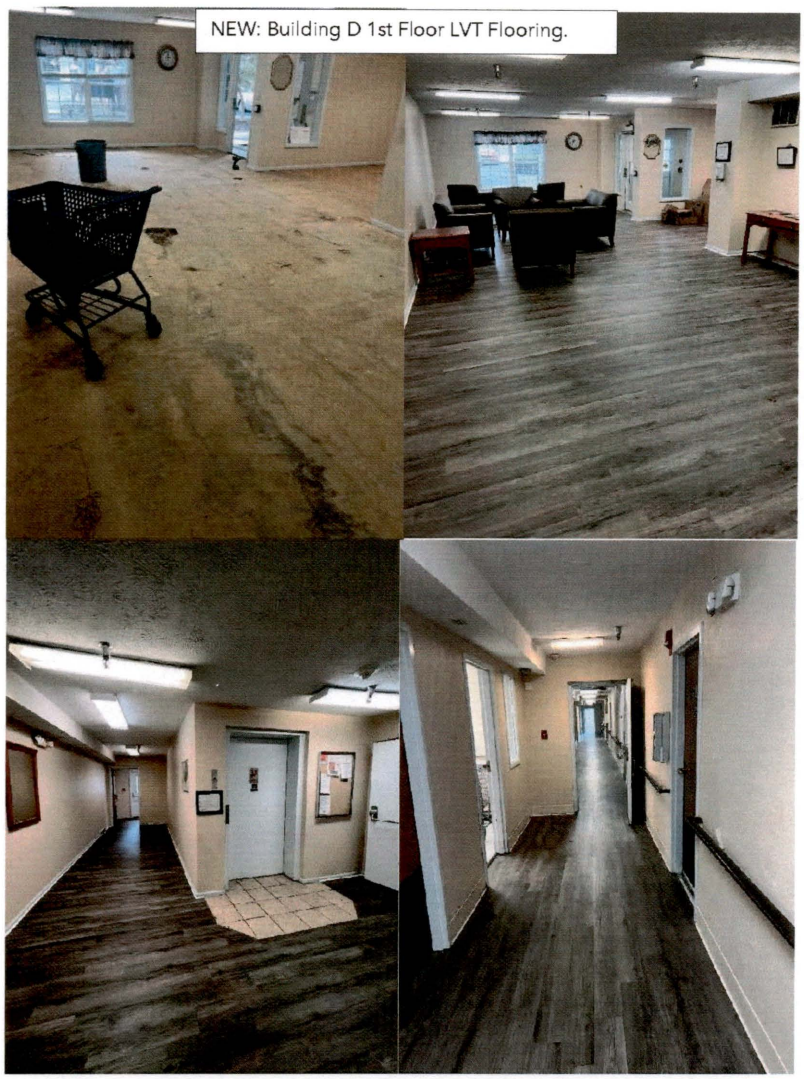

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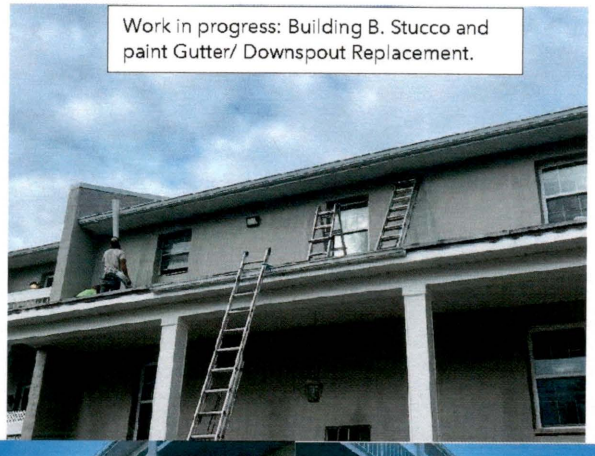
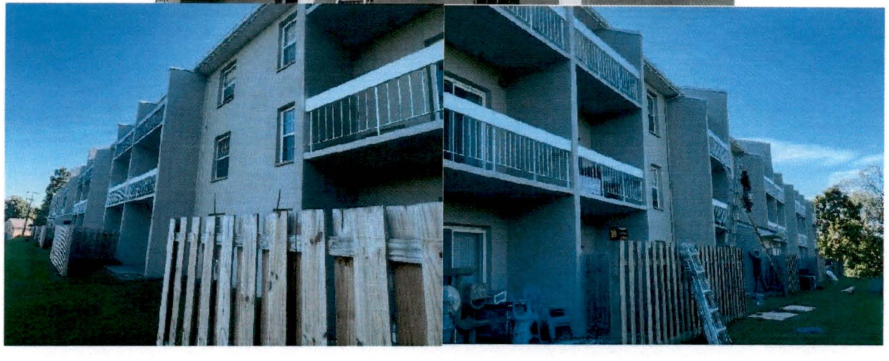

Work in progress: Building B. Stucco and paint Gutter/ Downspout Replacement.



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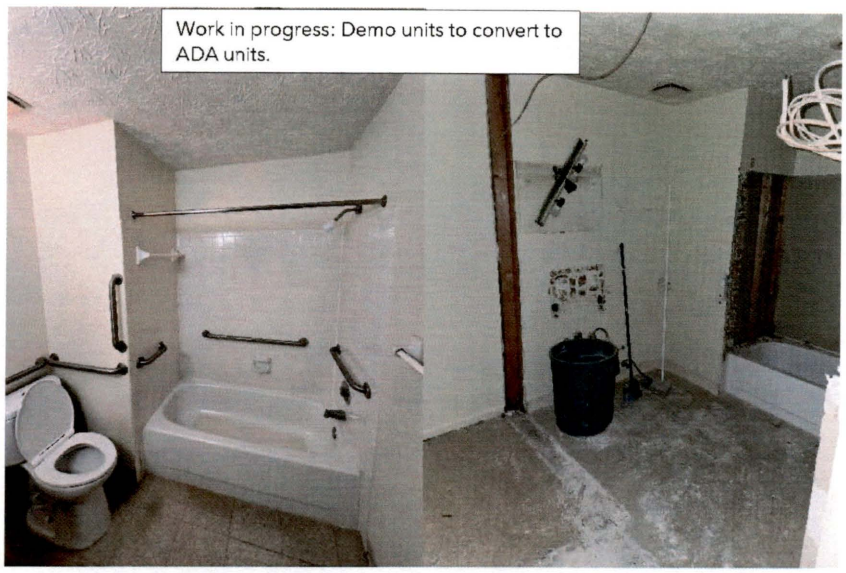
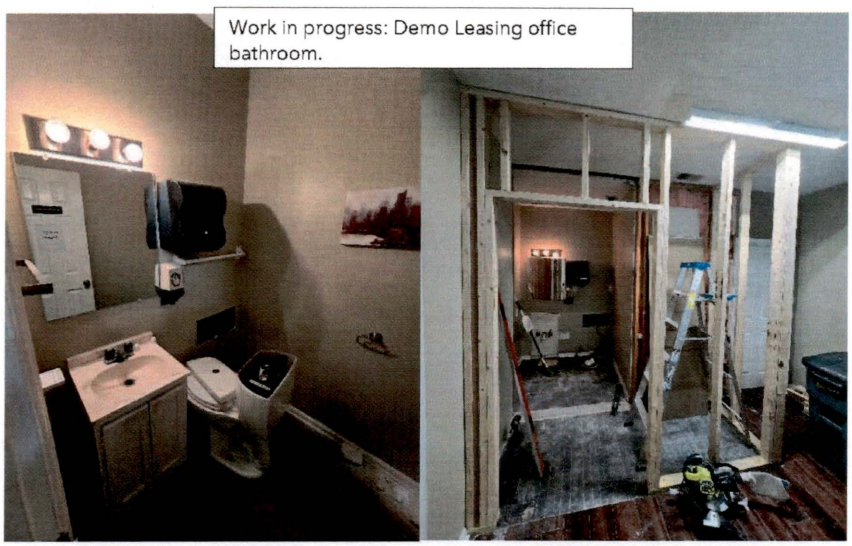


Work in progress: Demo units to convert to ADA units.



Work in progress: Demo Leasing office bathroom.

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Attachment #3 - Fairington of Columbus
Proposed PILOT Schedule

Year	PILOT Payment	Estimated City Tax Liability
Year 1	$40,800	$66,172
Year 2	$42,024	$63,807
Year 3	$43,285	$60,494
Year 4	$44,583	$57,693
Year 5	$45,921	$55,462
Year 6	$47,298	$54,351
Year 7	$48,717	$55,982
Year 8	$50,179	$57,661
Year 9	$51,684	$59,391
Year 10	$53,235	$61,173
Year 11	$54,832	$63,008
Year 12	$56,477	$64,898
Year 13	$58,171	$66,845
Year 14	$59,916	$68,851
Year 15	$61,714	$70,916
Year 16	$63,565	$73,044
Year 17	$65,472	$75,235
Year 18	$67,436	$77,492
Year 19	$69,459	$79,817
Year 20	$71,543	$82,211
Year 21	$73,689	$84,678
Year 22	$75,900	$87,218
Year 23	$78,177	$89,834
Year 24	$80,522	$92,529
Year 25	$82,938	$95,305
Year 26	$85,426	$98,165
Year 27	$87,989	$101,109
Year 28	$90,629	$104,143
Year 29	$93,347	$107,267
Year 30	$96,148	$110,485
Total	**$1,941,077**	**$2,285,237**

Attachment #3 - Fairington of Columbus
Proposed PILOT Schedule

Year	PILOT Payment	Estimated County Tax Liability
Year 1	$40,800	$160,185
Year 2	$42,024	$154,459
Year 3	$43,285	$146,438
Year 4	$44,583	$139,659
Year 5	$45,921	$134,258
Year 6	$47,298	$131,569
Year 7	$48,717	$135,516
Year 8	$50,179	$139,582
Year 9	$51,684	$143,769
Year 10	$53,235	$148,082
Year 11	$54,832	$152,525
Year 12	$56,477	$157,101
Year 13	$58,171	$161,814
Year 14	$59,916	$166,668
Year 15	$61,714	$171,668
Year 16	$63,565	$176,818
Year 17	$65,472	$182,123
Year 18	$67,436	$187,586
Year 19	$69,459	$193,214
Year 20	$71,543	$199,010
Year 21	$73,689	$204,981
Year 22	$75,900	$211,130
Year 23	$78,177	$217,464
Year 24	$80,522	$223,988
Year 25	$82,938	$230,708
Year 26	$85,426	$237,629
Year 27	$87,989	$244,758
Year 28	$90,629	$252,101
Year 29	$93,347	$259,664
Year 30	$96,148	$267,453
Total	**$1,941,077**	**$5,531,922**

Attachment #4 - Fairington of Columbus
Sources and Uses for Rehabilitation

Sources		
Source	**Amount**	**Type**
MTEB Loan	$12,500,000	Permanent Debt
Sponsor Loan	$2,500,000	From Glick
Deferred Fee	$1,733,753	From Glick
Equity	$7,024,077	From Investor
Total Sources	**$23,757,830**	

Uses	
Acquisition	$11,100,000
Construction	$6,962,800
Soft Costs	$1,937,217
Developer Fee	$3,099,123
Reserves	$658,689
Total Uses	**$23,757,830**

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, AMENDING CHAPTER 5.30 OF THE COLUMBUS MUNICIPAL CODE REGARDING THE DOWNTOWN COLUMBUS SOCIAL DISTRICT (DESIGNATED OUTDOOR REFRESHMENT AREA)

WHEREAS, The Common Council of the City of Columbus previously established the Downtown Columbus Social District, also known as the Designated Outdoor Refreshment Area ("DORA"), pursuant to Indiana Code 7.1-3-31 et seq. and Chapter 5.30 of the Columbus Municipal Code; and

WHEREAS, the Downtown Columbus Social District has enhanced the vitality of the City's downtown by encouraging economic development, tourism, pedestrian activity, public gatherings, and the patronage of local restaurants, breweries, retailers, and entertainment venues; and

WHEREAS, the Common Council finds that expanding the boundaries of the Downtown Columbus Social District will provide additional opportunities for commercial activity, improve pedestrian connectivity, and encourage continued investment in the downtown area while maintaining the operating standards established under Chapter 5.30 of the Columbus Municipal Code; and

WHEREAS, the proposed expansion extends the eastern boundary of the Downtown Columbus Social District beyond the Bartholomew County Public Library along East Sixth Street to Pearl Street, then south to Fifth Street, encompassing the adjacent parcels located within the expanded boundary as shown on the revised boundary map attached hereto; and

WHEREAS, the expansion will allow additional licensed establishments located within the expanded area, including The Inn at Irwin Gardens, to participate in the Downtown Columbus Social District as designated retailer permittees upon approval under Chapter 5.30; and

WHEREAS, the Common Council further finds it appropriate to adopt updated maps depicting the revised Downtown Columbus Social District boundaries, designated retailer permittee locations, and temporary vendor locations to reflect these amendments; and

WHEREAS, Indiana Code 7.1-3-31 authorizes municipalities to establish and amend the boundaries of a Designated Outdoor Refreshment Area by ordinance.

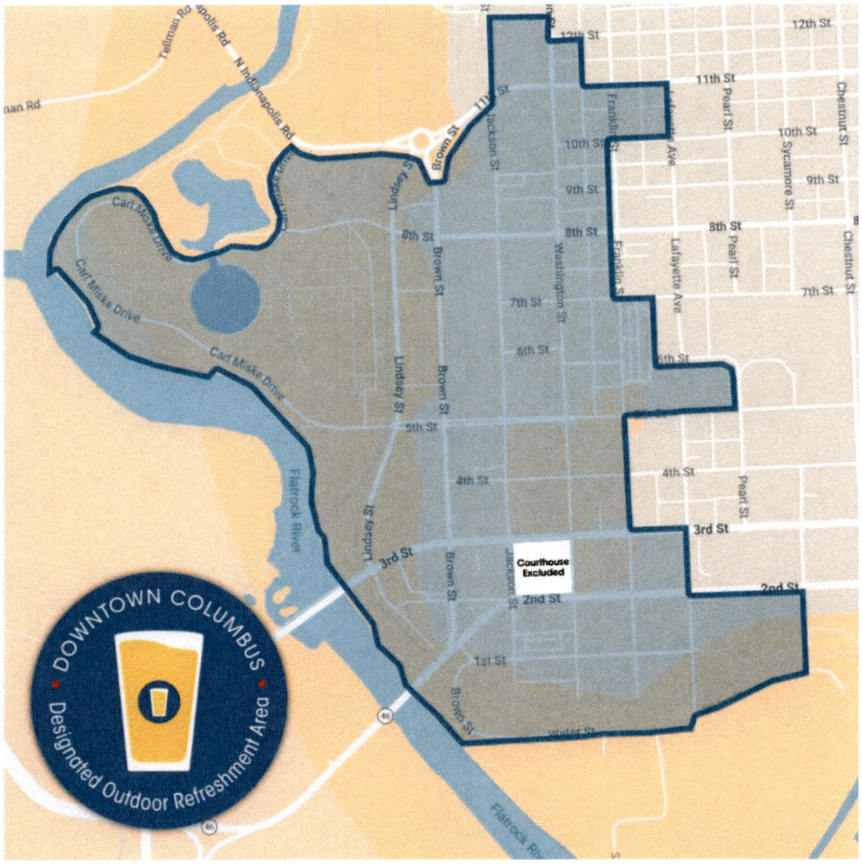
NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Columbus, Indiana, as follows:

<u>SECTION 1</u>. Chapter 5.30 of the Columbus Municipal Code is hereby amended to be displayed and read as follows:

<u>SECTION 2</u>. Section 5.30.040, of the Columbus Municipal Code is hereby amended to be displayed and read as follows:

The Downtown Columbus Social District is identified in the map incorporated into this section, which shall be updated from time to time.

DORA BOUNDARY MAP



<u>SECTION 3</u>. Section 5.30.070 of the Columbus Municipal Code is hereby amended to read as follows:

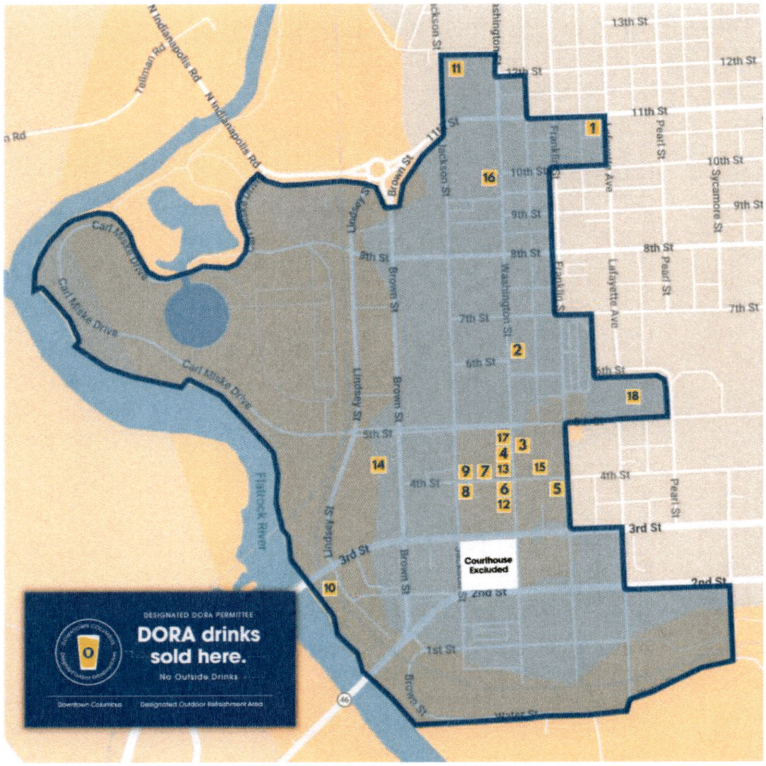
A. The following retailer permittees have submitted a completed application to the city to participate in the Downtown Columbus Social District as a designated permittee:

1. ZwanzigZ Pizza, located at 1038 Lafayette Avenue.
2. Thai Connection, located at 527 Washington Street.
3. Henry Social Club, located at 423 Washington Street.
4. Swine & Dine, located at 412 Washington Street.
5. 4th Street Bar & Grill, located at 433 4th Street.
6. Black Sheep Pizza, located at 318 Washington Street.
7. The Columbus Bar, located at 322 4th Street.
8. Taku Japanese Steakhouse, located at 305 4th Street.

9. The Garage Pub, located at 308 4th Street.
10. Upland Pumphouse, located at 148 Lindsey Street.
11. ZwanzigZ Production Brewery, located at 315 12th Street.
12. Luciana's Mexican Restaurant & Cantina - Columbus, located at 310 Washington Street.
13. Hotel Indigo, located at 400 Brown Street.
14. Butcher Shop 410 LLC, located at 410 Washington Street.
15. **The Forge on 4th, located at 418 4th Street.**
16. **Fraternal Order of Eagles #741, located at 930 Washington Street.**
17. **St. Denis – Wine, Books, and Wonders, located at 426 Washington Street.**
18. **The Inn at Irwin Gardens, located at 608 Fifth Street.**

B. Any additional licensed premises, located within the Downtown Columbus Social District, not specifically listed in this as a designated permittee who desires to be designated as a designated permittee and granted a refreshment area designation shall submit a designated permittee application to the city for approval and recommendation by the Board of Public Works and Safety by resolution.

DESIGNATED RETAILER PERMITTEES



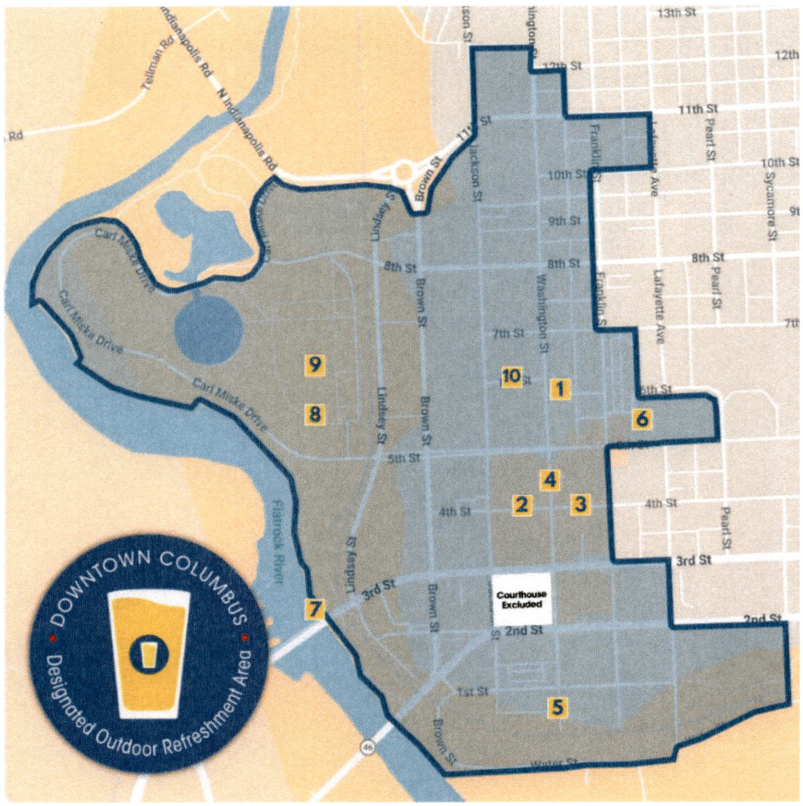
<u>SECTION 4</u>. Section 5.30.080 of the Columbus Municipal Code is hereby amended to be displayed and read as follows:

A. Any licensed establishment holding a temporary beer or wine permit pursuant to I.C. 7.1-3-31-5; a supplemental catering permit; or a craft manufacturer's permit that desires to be designated as a vendor and granted a temporary vendor designation to participate in a special

event or festival held within a refreshment area, must submit a special event permit application and state designated outdoor refreshment area designation form, on each such occasion.

B. The Board of Public Works and Safety shall have the authority to decide if said vendor is appropriate for the Downtown Columbus Social District and may approve said vendor. Upon approval, a vendor may be located at any or all of the available vendor locations within the Downtown Columbus Social District as shown on the temporary vendor location map below. Each available vendor location is numbered.

TEMPORARY VENDOR MAP



Temporary vendor location key:

1. 6th Street Arts Alley
2. 4th Street – Jackson to Washington Street
3. 4th Street – Washington to Franklin Street
4. Washington Street – 3rd to 5th Street
5. Washington Street – Between the railroad and 1st Street
6. 5th Street Library Plaza
7. Proposed plaza on People Trail connection
8. Millrace Park – near amphitheatre
9. Millrace Park – west of Parking Lot
10. 6th Street –Jackson Street to Washington Street

SECTION 5. All other provisions of Chapter 5.30 of the Columbus Municipal Code not expressly amended by this Ordinance shall remain in full force and effect.

SECTION 6. If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. This Ordinance shall become effective upon its passage by the Common Council, approval by the Mayor, publication as required by law, and completion of any filings required by the Indiana Alcohol and Tobacco Commission.

PASSED AND ADOPTED by the Common Council of the City of Columbus, Indiana this ___ day of _____, 2026.

CITY OF COLUMBUS, INDIANA

_____

_____, Presiding Officer

ATTEST:

I hereby certify that the foregoing ordinance was duly passed by the Common Council of the City of Columbus, Indiana, at a meeting thereof held on the ____ day of _____, 2026 by the following vote:

	AYE	NAY	ABSTAIN	ABSENT
Chris Bartels (District 1)	☐	☐	☐	☐
Elaine Hilber (District 2)	☐	☐	☐	☐
Jerone Wood (District 3)	☐	☐	☐	☐
Frank Miller (District 4)	☐	☐	☐	☐
Kent Anderson (District 5)	☐	☐	☐	☐
Jay Foyst (District 6)	☐	☐	☐	☐
Josh Burnett (Councilor at Large)	☐	☐	☐	☐
Tom Dell (Councilor at Large)	☐	☐	☐	☐
Grace Kestler (Councilor at Large)	☐	☐	☐	☐

The foregoing ordinance passed by the Common Council of the City of Columbus, Indiana, on the _____ day of _____ 2026, is presented by me this _____ day of _____, at _____ o'clock ____.M., to the Mayor of the City of Columbus, Indiana.

_____
Luann Welmer
Clerk of the Common Council

The foregoing ordinance passed by the Common Council of the City of Columbus, Indiana, on the _____ day of _____ 2026, is approved by me this _____ day of _____, at _____ o'clock ____.M.

_____
Mary K. Ferdon, Mayor

WRITTEN STATEMENT OF NO OBJECTION
PURSUANT TO INDIANA CODE 7.1-3-21-11

Date: 07.22.26

To: **Indiana Alcohol and Tobacco Commission**

Re: **Proposed Designated Outdoor Refreshment Area (DORA) Expansion – City of Columbus, Indiana**

I, Michael Hinekfoot, am the authorized representative of:

Church/School Name: St. Peter's Lutheran Church and School

Address: 719 5th Street, Columbus, IN 47201

I hereby certify that I am authorized to make this statement on behalf of the above-referenced church or school.

Pursuant to Indiana Code 7.1-3-21-11(e), the undersigned expressly states that the above-referenced church or school **DOES NOT OBJECT** to the approval of the proposed Designated Outdoor Refreshment Area (DORA) by the Indiana Alcohol and Tobacco Commission, notwithstanding that a wall of the church or school is located within two hundred (200) feet of the boundary of the proposed Designated Outdoor Refreshment Area.

This statement is made voluntarily for the purpose of allowing the Indiana Alcohol and Tobacco Commission to consider the City's application for approval of the proposed Designated Outdoor Refreshment Area.

Respectfully submitted,

Michael Hinekfoot

Signature of Authorized Representative

Printed Name: Michael Hinekfoot

Date: 7.22.26

Title: Executive Director of Ministries

Church/School: St. Peter's Lutheran

Telephone: 812-344-3437 (cell)

Email: MHINCKFOOT@STPETERS-COLUMBUS.ORG

WRITTEN STATEMENT OF NO OBJECTION
PURSUANT TO INDIANA CODE 7.1-3-21-11

Date: 7-13-2026

To: **Indiana Alcohol and Tobacco Commission**

Re: **Proposed Designated Outdoor Refreshment Area (DORA) Expansion – City of Columbus, Indiana**

I, Dr. Chad Phillips, am the authorized representative of:

Church/School Name: Central Middle School / CSA Lincoln

Address: 725 7th St - Columbus / 750 5th St. - Columbus

I hereby certify that I am authorized to make this statement on behalf of the above-referenced church or school.

Pursuant to Indiana Code 7.1-3-21-11(e), the undersigned expressly states that the above-referenced church or school **DOES NOT OBJECT** to the approval of the proposed Designated Outdoor Refreshment Area (DORA) by the Indiana Alcohol and Tobacco Commission, notwithstanding that a wall of the church or school is located within two hundred (200) feet of the boundary of the proposed Designated Outdoor Refreshment Area.

This statement is made voluntarily for the purpose of allowing the Indiana Alcohol and Tobacco Commission to consider the City's application for approval of the proposed Designated Outdoor Refreshment Area.

Respectfully submitted,

Signature of Authorized Representative

Printed Name: Dr. Chad Phillips

Date: July 13, 2026

Title: Superintendent

Church/School: BCSC - Central Middle / CSA Lincoln

Telephone: 812-376-4220

Email: phillipsc@bcsc.k12.in.us

WHITTED LAW LLC

Alan L. Whitted
alan@whittedlaw.com

Alex R. Whitted
alex@whittedlaw.com

Teresha J. Whitted
teresha@whittedlaw.com

Austin A. Whitted
austin@whittedlaw.com

MEMORANDUM

TO: Columbus City Council Members
FROM: Austin A. Whitted, Deputy City Attorney
DATE: September 15, 2026
RE: Amendment to Chapter 5.30 – Downtown Columbus Social District (DORA)

Attached is a proposed Ordinance amending Chapter 5.30 of the Columbus Municipal Code regarding the Downtown Columbus Social District ("DORA").

The proposed Ordinance expands the existing DORA boundary to include The Inn at Irwin Gardens, located at 608 Fifth Street, and updates the applicable DORA maps. The Common Council must approve any change to the DORA boundary by ordinance.

The Board of Public Works and Safety may approve additional designated retailer permittees located within the existing DORA boundary. Accordingly, the following establishments were previously approved by the Board and are being incorporated into the updated Ordinance and map:

15. The Forge on 4th, 418 4th Street;
16. Fraternal Order of Eagles #741, 930 Washington Street; and
17. St. Denis – Wine, Books, and Wonders, 426 Washington Street.

Because The Inn at Irwin Gardens is outside the current DORA boundary, Council action is necessary to expand the boundary and add it as designated retailer permittee No. 18.

The proposed expanded DORA boundary is appoximately 200 feet of BCSC's Central Middle School/CSA Lincoln and St. Peter's Lutheran Church and School. Pursuant to Indiana Code § 7.1-3-21-11(e), the City obtained written statements of no objection from both BCSC and St. Peter's regarding the proposed DORA expansion notwithstanding their proximity to the boundary. Copies of those statements are attached.

The proposed Ordinance is presented for first reading on September 15, 2026.

columbusindiana
redevelopment

MEMORANDUM

TO: Columbus City Council

FROM: Mikala Brown, Assistant Director of Redevelopment

DATE: October 9, 2026

RE: Fund Creation and Additional Appropriation Related to Gateway Entrance Initiatives

BACKGROUND

On August 1st, 2017, the Common Council of the City of Columbus approved Ordinance No. 2017-23, establishing the Columbus State Road 46 Non-Reverting Fund, designated as Fund No. 2536 (formally Fund 2160) to receive and expend contributions for the State Road 46 highway overpass and interchange project. Fund 2536 (formally Fund 2160) was populated with funds from the former Cummins TIF, Central TIF (via two installments), Bartholomew County, Louisville & Indiana Railroad (LIRC) and CSX Transportation. The original fund contributions are identified below:

Funding Sources (Excludes INDOT - paid direct on the project)			
Source	**Amount**	**Date**	**% of Total**
Central TIF	$ 4,000,000.00	10/17/2017	22.54%
Bartholomew County	$ 2,000,000.00	2017-2019	11.27%
LIRC	$ 158,125.00	5/23/2019	0.89%
CSX	$ 1,427,250.00	6/19/2019	8.04%
Cummins TIF	$ 5,500,000.00	11/15/2017	30.99%
Central TIF	$ 4,662,005.00	10/18/2019	26.27%
Total	**$ 17,747,380.00**		100%

The overpass project was completed ahead of schedule and under budget, largely due to less traffic control accommodations during COVID-19. This contributed to a remaining balance in Fund 2536 (formally Fund 2160) following the completion of the overpass project. The 2026 remaining balance is represented below and represents a pro-rata calculation as it relates to each contributing party.

Payback as % of Total Remaining (2026)	
Source	**Payback**
Central TIF	$ 1,835,914.17
Bartholomew County	$ 423,900.51
LIRC	$ 33,514.63
CSX	$ 302,506.00
Cummins TIF	$ 1,165,726.40
Total Balance	**$ 3,761,561.72**

Section C of Ordinance No. 2017-23 directs that "any unused money remaining after the completion of the overpass project shall be returned to the original funding sources on a pro-rata basis."

The City has drafted agreements submitted to each of the contributing entities for consent to retain and redesignate the remaining dollars in Fund 2536 (formally Fund 2160) for purposes specified by each entity as they relate to the downtown gateway, Robert N. Stewart bridge, or overpass-adjacent initiatives and projects. The city has received funding release commitments to date from the Columbus Redevelopment Commission, Bartholomew County and LIRC.

Among the authorized uses of originally contributed TIF funds is the redevelopment of the Gateway Plaza, formerly referred to as the Downtown Entrance Plaza, which encompasses the POW/MIA/Law Enforcement Plaza, Public Safety Plaza, and Robert D. Garton Veteran's Plaza. The Columbus Redevelopment Commission recently approved Resolution 18-2026 which authorized the release of the remaining TIF portion of the pro-rated funds for uses relating to redeveloping and improving the City's Gateway Plaza, repairing and improving the Robert N. Stewart Bridge, public safety improvements to Mill Race Tower and related improvements within or adjacent to the original geographic focus of the overpass project.

PROJECT BACKGROUND

The CRC was approached in 2024 with an opportunity to redevelop the Gateway Plaza. The city partnered with Landmark Columbus' Civic Design Institute to launch a Request for Proposals (RFP) and Indianapolis-based landscape architecture firm, Merrit Chase, was selected from nearly 20 received submissions. Throughout the summer and fall of 2024, Merrit Chase hosted two community stakeholder engagement sessions, provided updates at CRC meetings, engaged with our local C4 program to refine design concepts, among several other efforts.

The preliminary concept for the plaza redevelopment incorporated community feedback and was estimated to cost approx. $4.7M. Following a period of scope modification, refinement and value engineering, we approached an estimated cost of $3.7M in late 2025. This prompted additional value engineering, and the CRC was encouraged to identify and consider alternate funding sources to support the project. As the plans approached 100% Construction Documentation, the City issued a Request for Proposals and Qualifications for contractors, which aimed at identifying a guaranteed maximum price (GMP) to consider for funding approval. A preferred contractor has been selected and has been instrumental in supporting additional value engineering, materials selections and scope amendments to bring the cost down to $2.6M. In the meantime, the CRC has located the fund balance in Fund 2536 (formally Fund 2160) and a pathway for utilizing these funds for the Gateway Plaza redevelopment, which was discussed with City Council during 4x4 discussions in August.

The Council 4x4s produced two common themes for consideration:

1. **Maintenance:** The CRC began exploring the maintenance concept as a response to the Council's interest in finding ways to support ongoing city parks and plaza maintenance. After much discussion and exploration, the CRC has released the TIF contributed funds to capital expenses as outlined in Resolution #18-2026, which prompted the request for other contributors to consider releasing their funds for maintenance.

2. **Privatization:** A question was raised as to the possibility of selling off one or both plaza parcels from city ownership. We explored what development could look like on these sites and received development standards from the Planning Department. This further guided us down the path of exploring any covenants on the property. We located the property deed, which identifies the parcels as being originally granted to the city from the Irwin-Sweeney-Miller Foundation which requires that the land be "used and maintained as a landscaped, public, open and green space at the entrance of the downtown" or revert to the grantor.

NEXT STEPS

The action items presented to City Council at the October 20, 2026 meeting will be threefold:

1. **Considering an ordinance to create a new Gateway Entrance Fund 2545**

   A newly established fund will be more representative of the gateway initiatives that this fund intends to serve. We intend to close out the Railroad Overpass Fund 2536 (formally Fund 2160) with the creation of the new fund and the transfer of the remaining balance.

2. **Considering an ordinance to transfer remaining funds from the Railroad Overpass Fund 2160 to the Gateway Entrance Fund 2545**

   The ordinance specifies a transfer from Fund 2536 (formally Fund 2160) to Fund 2545 in the amount of $3,239,052.20, which represents the 2026 remaining balance in the Railroad Overpass Fund 2536 (formally Fund 2160) less the cost to repaint the Robert N. Stewart Bridge ($522,509.52) paid from Fund 2536 (formally 2160). Funds to pay for the bridge repainting are sourced from Bartholomew County's contribution and partial Redevelopment TIF contribution. See release of fund documents/agreements included as attachments.

3. **Considering an ordinance to appropriate funds in the Gateway Entrance Fund 2545**

   We are requesting an appropriation of $3,239,052.20 in the Gateway Entrance Fund 2545

   The remaining TIF contribution of $2,903,031.56 will contribute to capital expenditures relating to (i) redeveloping and improving the city's Gateway Plaza, (ii) public safety improvements to

Mill Race Tower, (iii) and related improvements in the overpass areas within or adjacent to the original geographic focus of the Overpass Project.

The remainder of the appropriation ($336,020.64) will contribute to uses relating to maintenance including repairing, maintaining and preserving the Bridge, Gateway Plaza, and related improvements. **Please note:** this portion of the appropriation considers the combination of remaining funds from LIRC and CSX. LIRC has agreed to use the funds for these purposes. Should CSX decide to receive their contributions back, only LIRC's contribution (~33k) will remain in the Misc. Professional Services balance for maintenance.

IN SUMMARY

The CRC is proposing to transfer the remaining ~$3.24M surplus from the completed State Road 46 overpass project (Fund 2536 – formally Fund 2160) into a newly proposed Gateway Entrance Fund (Fund 2545) to finance downtown gateway initiatives. Instead of returning the unused, pro-rated money to its original TIF and railroad contributors, the City has secured agreements to redirect $2.9M toward capital improvements—primarily the $2.6M redevelopment of the Gateway Plaza and public safety upgrades to Mill Race Tower—and is pursuing approximately $336K toward ongoing maintenance for these initiatives. (**Note:** only LIRC's contribution of ~33k is approved to date for maintenance). Pursuant to Section C of Ordinance No. 2017-23, any unused money remaining after the completion of the overpass project must be returned to the original funding sources on a pro-rata basis. While the City has successfully secured preliminary release commitments from key stakeholders to redirect these funds, denial of this appropriation will trigger the mandatory legal return of all remaining balances to the contributing TIF and railroad entities, forfeiting their approved contribution for the downtown gateway initiatives.

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 these projects before the City Council for approval and comment.

ATTACHMENTS

- City Council Ordinance establishing Gateway Entrance Fund 2545
- City Council Ordinance approving transfer of funds from Fund 2536 (formally fund 2160) to Fund 2545
- City Council Ordinance approving the appropriation of funds in Fund 2545
- The original establishing ordinance for Fund 2160 (changed to Fund 2536 via SBA)
- CRC Resolution #18-2026 authorizing the release of funds
- Drafted agreements to LIRC and the County for release of funds
- Gateway Plaza presentation
- Property granting deed
- Gateway Plaza current conditions photos

ORDINANCE NO. _____, 2026

AN ORDINANCE ESTABLISHING THE GATEWAY ENTRANCE FUND NO. 2545

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, Ordinance No. 2017-23 established the Columbus State Road 46 Overpass Non-Reverting Fund (the "Overpass Fund") to receive and expend contributions for the State Road 46 highway overpass and interchange project (the "Overpass Project"); and

WHEREAS, the Overpass Fund was originally designated as Fund No. 2160 and was renumbered as Fund No. 2536 in 2021 as required by the Indiana State Board of Accounts; and

WHEREAS, the Overpass Fund received contributions from the Columbus Redevelopment Commission using money from the former Cummins TIF Allocation Area and the Central TIF Allocation Area, and from Bartholomew County, Louisville & Indiana Railroad Company, and CSX Transportation, Inc.; and

WHEREAS, the Overpass Project has been completed with unexpended contributions remaining in the Overpass Fund, and Section C of Ordinance No. 2017-23 requires unused money to be returned to the original funding sources on a pro rata basis; and

WHEREAS, on September 21, 2026, the Columbus Redevelopment Commission adopted Resolution No. 18-2026 consenting to retention and redesignation of its remaining contributions for capital projects involving improvements to the Robert N. Stewart Bridge and Gateway Plaza, public safety improvements to Mill Race Tower, and development of overpass-adjacent property for public uses and benefit, subject to Common Council approval and the conditions stated in that resolution; and

WHEREAS, the City has requested written consent from Bartholomew County, Louisville & Indiana Railroad Company, and CSX Transportation, Inc., to retain and redesignate their remaining contributions for improvements or maintenance within the purposes authorized by each contributor; and

WHEREAS, the Common Council desires to establish the Gateway Entrance Fund, Fund No. 2545, as a separate, continuing, non-reverting fund for these purposes, with transfers into and appropriations from the Fund authorized through separate ordinances;

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

A. The Gateway Entrance Fund is hereby established as Fund No. 2545. It shall be a continuing, non-reverting fund maintained by the City Controller. Unexpended balances shall remain in the Fund at the end of each fiscal year, subject to applicable contributor restrictions and refund requirements.

B. The Fund may be used for improvements to and maintenance of the Robert N. Stewart Bridge (the "Bridge") and Gateway Plaza, Mill Race Tower public safety improvements, and development of overpass-adjacent property for public uses and benefit, subject to these restrictions:

   1. Columbus Redevelopment Commission funds shall be used solely for capital improvements, first for projects related to the Bridge and Gateway Plaza redevelopment, then any remaining amounts for Mill Race Tower public safety improvements and development of overpass-adjacent property for public uses and benefit. All uses shall comply with applicable tax increment financing requirements.

   2. Bartholomew County funds shall be used solely for Bridge maintenance, including repainting, repair, and upkeep.

   3. Louisville & Indiana Railroad Company funds shall be used solely for improvements to and maintenance of the Bridge, Gateway Plaza, and related improvements.

   4. CSX Transportation, Inc., funds may be used only for purposes permitted by this Ordinance and a written agreement approved and executed by CSX and the City.

C. The City Controller shall receive money lawfully deposited in the Fund and maintain separate accounting by contributor, funding source, and authorized capital or maintenance use. All expenditures require appropriation by the Common Council and compliance with applicable law and contributor restrictions. Contributor money shall be returned when required by the contributor's written consent or agreement. Nothing in this Ordinance alters the City's obligations under any contributor agreement.

D. If any provision is held invalid, the remaining provisions shall remain effective. This Ordinance shall take effect upon passage by the Common Council and approval by the Mayor, or otherwise as provided by law.

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 20th day of October 2026, by the following vote:

	AYE	NAY	ABSTAIN	ABSENT
Chris Bartels (District 1)	☐	☐	☐	☐
Elaine Hilber (District 2)	☐	☐	☐	☐
Jerone Wood (District 3)	☐	☐	☐	☐
Frank Miller (District 4)	☐	☐	☐	☐
Kent Anderson (District 5)	☐	☐	☐	☐
Jay Foyst (District 6)	☐	☐	☐	☐
Josh Burnett (Councilor at Large)	☐	☐	☐	☐
Tom Dell (Councilor at Large)	☐	☐	☐	☐
Grace Kestler (Councilor at Large)	☐	☐	☐	☐

The foregoing within and attached Ordinance passed by the Common Council of the City of Columbus, Indiana, on the 1st day of September 2026, is presented by me this 2nd day of September 2026, 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 20th day of October 2026, is approved by me this 21st day of October 2026, at _____ o'clock _____.M.

_____
Mary K. Ferdon, Mayor

ORDINANCE NO. _____, 2026

AN ORDINANCE PROVIDING FOR THE TRANSFER OF FUNDS FROM FUND 2536 (FORMALLY FUND 2160) THE RAILROAD OVERPASS FUND TO THE GATEWAY ENTRANCE FUND 2545 FOR THE BUDGET YEAR 2026

WHEREAS, the Indiana General Assembly has adopted a policy to grant local units of government all powers that they need for the effective operation of government as to local affairs through Indiana Code 36-1-3-2; and

WHEREAS, the Common Council of the City adopted Ordinance No. 2017-23, establishing the Columbus State Road 46 Overpass Non-Reverting Fund, designated as Fund No. 2160 (the "Railroad Overpass Fund", changed to Fund 2536 by State Board of Accounts in 2021), to receive and expend contributions for the State Road 46 highway overpass and interchange project (the "Overpass Project"); and

WHEREAS, the Railroad Overpass Fund was populated with funds contributed from Columbus Redevelopment TIF funds, Bartholomew County, the Louisville & Indiana Railroad (LIRC), and CSX Transportation; and

WHEREAS, the Overpass Project has been completed and there was a remaining Fund balance of $3,761,561.72, of which $522,509.52 is contributing to the repainting of the Robert N. Stewart bridge; and

WHEREAS, the remaining balance in the Railroad Overpass Fund less the Robert N. Stewart Bridge repainting is $3,239,052.20 and is the subject of this request; and

WHEREAS, Section C of the original Ordinance No. 2017-23 directs that any unused money remaining after the completion of the Overpass Project shall be returned to the original funding sources on a pro-rata basis; and

WHEREAS, the city is pursuing acknowledgements from each contributing entity approving the release of remaining funds on a pro-rata basis for specified uses outlined in the individual agreements; and

WHEREAS, the city respectfully requests to appropriate and transfer $3,239,052.20 from the Railroad Overpass Fund 2536 (Formally Fund 2160) to the newly created Gateway Entrance Fund 2545 for the uses as specified in the fund release agreements executed by each party as previously referenced; and

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, that for the transfer of funds herein, the additional sums of money set forth below are hereby appropriated as follows:

Fund	Fund Number	Category	Account Number	Account Description	Amount
Railroad Overpass Fund	2536	Transfers	21600000-570400	Transfers Out	$3,239,052.20
Fund Total					**$3,239,052.20**

BE IT FURTHER ORDAINED, that the above additional appropriation shall be effective as of the date of adoption of this Ordinance.

BE IT FURTHER ORDAINED, that the City Controller and the Mayor be and are hereby authorized and empowered and directed to take any and all further actions necessary to effect this additional appropriation and subsequent transfer of funds.

ADOPTED, by the Common Council of the City of Columbus, Indiana, this ____ day of _____, 2026 at _____ o'clock ___.M. by a vote of ____ ayes and ____ nays.

_____
Presiding Officer

ATTEST:

_____
Luann Welmer
Clerk of the City of Columbus, Indiana

Presented by me to the Mayor of the City of Columbus, Indiana, the _____ day of _____, 2026 at _____ o'clock ___.M.

_____
Luann Welmer
Clerk of the City of Columbus, Indiana

Approved by me, Mayor of the City of Columbus, Indiana, this ____ day of _____, 2026 at _____ o'clock ___.m.

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

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 20th day of October 2026, by the following vote:

	AYE	NAY	ABSTAIN	ABSENT
Chris Bartels (District 1)	☐	☐	☐	☐
Elaine Hilber (District 2)	☐	☐	☐	☐
Jerone Wood (District 3)	☐	☐	☐	☐
Frank Miller (District 4)	☐	☐	☐	☐
Kent Anderson (District 5)	☐	☐	☐	☐
Jay Foyst (District 6)	☐	☐	☐	☐
Josh Burnett (Councilor at Large)	☐	☐	☐	☐
Tom Dell (Councilor at Large)	☐	☐	☐	☐
Grace Kestler (Councilor at Large)	☐	☐	☐	☐

The foregoing within and attached Ordinance passed by the Common Council of the City of Columbus, Indiana, on the 1st day of September 2026, is presented by me this 2nd day of September 2026, 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 20th day of October 2026, is approved by me this 21st day of October 2026, at _____ o'clock _____.M.

_____
Mary K. Ferdon, Mayor

ORDINANCE NO. _____, 2026

AN ORDINANCE PROVIDING FOR THE ADDITIONAL APPROPRIATION OF FUNDS FROM THE GATEWAY ENTRANCE FUND 2545 FOR THE BUDGET YEAR 2026

WHEREAS, the Indiana General Assembly has adopted a policy to grant local units of government all powers that they need for the effective operation of government as to local affairs through Indiana Code 36-1-3-2; and

WHEREAS, the Common Council of the City adopted Ordinance No. 2017-23, establishing the Columbus State Road 46 Overpass Non-Reverting Fund, designated as Fund No. 2160 (the "Railroad Overpass Fund", changed to Fund 2536 by State Board of Accounts in 2021), to receive and expend contributions for the State Road 46 highway overpass and interchange project (the "Overpass Project"); and

WHEREAS, the Railroad Overpass Fund was populated with funds contributed from Columbus Redevelopment TIF funds, Bartholomew County, the Louisville & Indiana Railroad (LIRC), and CSX Transportation; and

WHEREAS, the Overpass Project has been completed and there was a remaining Fund balance of $3,761,561.72, of which $522,509.52 is contributing to the repainting of the Robert N. Stewart bridge; and

WHEREAS, the remaining balance in the Railroad Overpass Fund less the Robert N. Stewart Bridge repainting is $3,239,052.20 and is the subject of this request; and

WHEREAS, remaining funds from the construction of the State Road 46 overpass project located in the Columbus State Road 46 Overpass Non-Reverting Fund 2536 (formerly Fund 2160) will be transferred to a newly created fund, the Gateway Entrance Fund 2545; and

WHEREAS, the transferred funds in the amount of $3,239,052.20 have been identified for future capital uses relating to (i) redeveloping and improving the city's Gateway Plaza, (ii) repairing and preserving the Robert N. Stewart Bridge, (iii) public safety improvements to Mill Race Tower, (iv) and related improvements in the overpass areas within or adjacent to the original geographic focus of the Overpass Project and also for uses relating to maintenance including repairing, maintaining and preserving the Bridge, Gateway Plaza, and related improvements; and

WHEREAS, the approved continued uses for these funds have been specified by the original contributors of these remaining funds on a pro-rata basis;

WHEREAS, the city respectfully requests to appropriate $3,239,052.20 to the Gateway Entrance Fund 2545 for the projects described above; and

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COMMON COUNCIL OF THE CITY OF COLUMBUS, INDIANA, that for the capital projects and maintenance expenses previously-described herein, the additional sums of money set forth below are hereby appropriated as follows:

Fund	Fund Number	Category	Account Number	Account Description	Amount
Gateway Entrance Fund	2545	Capital Expenditures	25450001-544900	Capital Improvement Projects	$2,903,031.56
Gateway Entrance Fund	2545	Misc. Professional Services	25450001-531900	Associated Maintenance	$336,020.64
Fund Total					**$3,239,052.20**

BE IT FURTHER ORDAINED, that the above additional appropriation shall be effective as of the date of adoption of this Ordinance.

BE IT FURTHER ORDAINED, that the City Controller and the Mayor be and are hereby authorized and empowered and directed to take any and all further actions necessary to effect this additional appropriation.

ADOPTED, by the Common Council of the City of Columbus, Indiana, this ____ day of _____, 2026 at _____ o'clock ___.M. by a vote of ____ ayes and ____ nays.

_____
Presiding Officer

ATTEST:

_____
Luann Welmer
Clerk of the City of Columbus, Indiana

Presented by me to the Mayor of the City of Columbus, Indiana, the _____ day of _____, 2026 at _____ o'clock ___.M.

_____
Luann Welmer
Clerk of the City of Columbus, Indiana

Approved by me, Mayor of the City of Columbus, Indiana, this ____ day of _____, 2026 at _____ o'clock ___.m.

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

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 20th day of October 2026, by the following vote:

	AYE	NAY	ABSTAIN	ABSENT
Chris Bartels (District 1)	☐	☐	☐	☐
Elaine Hilber (District 2)	☐	☐	☐	☐
Jerone Wood (District 3)	☐	☐	☐	☐
Frank Miller (District 4)	☐	☐	☐	☐
Kent Anderson (District 5)	☐	☐	☐	☐
Jay Foyst (District 6)	☐	☐	☐	☐
Josh Burnett (Councilor at Large)	☐	☐	☐	☐
Tom Dell (Councilor at Large)	☐	☐	☐	☐
Grace Kestler (Councilor at Large)	☐	☐	☐	☐

The foregoing within and attached Ordinance passed by the Common Council of the City of Columbus, Indiana, on the 1st day of September 2026, is presented by me this 2nd day of September 2026, 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 20th day of October 2026, is approved by me this 21st day of October 2026, at _____ o'clock _____.M.

_____
Mary K. Ferdon, Mayor