**ORDINANCE NO. 2025-11**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF GREENFIELD, HANCOCK COUNTY, INDIANA AUTHORIZING PAYMENTS IN LIEU OF TAXES**

(Vita of Greenfield IL, LLC)

The Common Council (the “Council”) of the City of Greenfield, Hancock County, Indiana (the “City”) met at a duly called and authorized meeting of the Council held on the date set forth below, such meeting being called pursuant to a notice stating the time, place, and purpose of the meeting received by all members of the Council, and the following resolutions were made, seconded, and adopted by a majority of those present at the meeting, which constituted a legal quorum of the Council.

**WHEREAS**, the City is a duly organized municipal corporation and political subdivision under the laws of the State of Indiana, governed by its duly elected Council;

**WHEREAS**, Vita of Greenfield IL, LLC (the “Owner”) is the owner of certain personal property and real estate consisting of approximately +/- 5.23 acre site located at 1581 Community Way, Greenfield, Indiana and identified as Parcel Number 30-07-27-200-003.000-009 in the Hancock County Assessor’s records which real estate is legally described on **Exhibit A** attached to and made a part of this PILOT Agreement (the “Property”), and known as Vita of Greenfield (the “Project”);

**WHEREAS**, the Owner has developed, constructed, and operates an assisted living and memory care facility known as Vita Senior Living of Greenfield and located at the Property (the “Project”);

**WHEREAS**, the Project has been developed, constructed, and operated for the purpose of providing housing to income eligible persons under the federal low-income housing tax credit program in 26 U.S.C. § 42;

**WHEREAS**, the Project is subject to an extended use agreement under 26 U.S.C. § 42 (the “Extended Use Agreement”) as administered by the Indiana Housing and Community Development Authority (“IHCDA”) for a period of at least thirty (30) years;

**WHEREAS**, pursuant to the Extended Use Agreement, the Project rents units to residents ages 62 and older whose incomes are sixty percent 60% or less of the area median gross income (the “Restricted Residents”);

**WHEREAS**, pursuant to the Extended Use Agreement, the Project is limited to charging rents as determined in accordance with the IHCDAExtended Use Agreement and from-time-to time by the United States Department of Housing and Urban Development (the “Restricted Rents”);

**WHEREAS**, the Owner qualifies as a “property owner” under I.C. 36-1-8-14.3(d);

**WHEREAS**, the Owner has agreed to make certain payments in lieu of taxes (each payment, a “PILOT”, and collectively, the “PILOTs”), and the City and Owner desire to document that agreement in a written agreement (the “PILOT Agreement”);

**WHEREAS**, the City is authorized to enter into the PILOT Agreement pursuant to I.C. 36-1-8-14.3 *et seq.*;

**WHEREAS,** pursuant to I.C. 36-1-8-14.3(e), subject to the approval of a property owner, the governing body of a political subdivision may adopt an ordinance to require the property owner to pay PILOTs at times set forth in the ordinance with respect to property that is subject to an exemption under I.C. 6-1.1-10-16.7;

**WHEREAS,** pursuant to I.C. 6-1.1-10-16.7, for assessment dates after December 31, 2021, all or part of property is exempt from property taxation if the owner of the property has entered into an agreement to make payments in lieu of taxes under I.C. 36-1-8-14.3;

**WHEREAS,** the PILOTs must be calculated so that the PILOTs are in an amount that is: (1) agreed upon by the property owner and the governing body of the political subdivision; (2) a percentage of the property taxes that would have been levied by the governing body for the political subdivision upon the property if the property were not subject to an exemption from property taxation; and (3) not more than the amount of property taxes that would have been levied by the governing body for the political subdivision upon the property if the property were not subject to an exemption from property taxation; and

**WHEREAS**, the form of PILOT Agreement is attached to this Ordinance as Exhibit B**.**

**NOW THEREFORE, BE IT ORDAINED** by the Council of the City as follows:

Section 1. The above recitals are incorporated herein by reference as though set forth fully herein below.

Section 2. As more specifically provided in accordance with the form of PILOT Agreement, the Council hereby approves PILOTs for the Property as follows:

Owner shall pay City the sum of $1,000 per year if the Hancock County Assessor’s Office determines the assessed value of the Property is an amount up to $3,000,000. If the Hancock County Assessor’s Office determines the assessed value of the Property exceeds $3,000,000 in any year for the Property while this Ordinance and the PILOT Agreement are effective, then the Owner shall pay the city the sum of $1,000 per year. The initial PILOT payment shall become payable on or before May 10, 2026.

Section 3. The Council hereby authorizes and approves the form of the PILOT Agreement and authorizes its execution and delivery by the Mayor on behalf of the City substantially in the form attached hereto and incorporated herein by reference as Exhibit B, all for the purposes contemplated herein.

Section 4. The Clerk-Treasurer is hereby directed to record an executed copy of this Ordinance, as approved, and a copy of the executed PILOT Agreement with the Hancock County Recorder’s Office and file the recorded Ordinance and PILOT Agreement with the Clerk-Treasurer’s Office, the Hancock County Assessor’s Office, the Hancock County Auditor’s Office, and the Hancock County Treasurer’s Office.

Section 5. The Council hereby requests, authorizes, and directs the Mayor, Council President, and the Clerk-Treasurer, and all official officers, members, employees, and agents of the City, and each of them, for and on behalf of the City, to negotiate, prepare, execute, and deliver any and all other instruments, letters, certificates, agreements, and documents as are determined to be necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements, and documents necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the City, the full performance and satisfaction of which by the City is hereby authorized and directed.

Section 6. This Ordinance shall be in full force and effect from and after its adoption and the procedures required by law. This Ordinance remains in full force and effect until repealed or modified by the Council, subject to the approval of the Owner.

[*Remainder of page intentionally blank.*]

Passed and adopted by the Common Council of the City of Greenfield on the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2025.

 COMMON COUNCIL, CITY OF GREENFIELD,

 HANCOCK COUNTY, INDIANA

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Presiding Officer

ATTESTED BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lori Elmore, Clerk-Treasurer

**CERTIFICATE OF PRESENTATION TO MAYOR**

The undersigned hereby certifies that on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025, the above ordinance was PRESENTED by me, as the duly elected Clerk-Treasurer of the City of Greenfield, Indiana to the Mayor of the City of Greenfield, Indiana.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Lori Elmore, Clerk-Treasurer

**APPROVAL BY MAYOR**

The undersigned, as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025, and as the duly elected Mayor of the City of Greenfield, Indiana, hereby APPROVES the above ordinance as authorized by the provisions of IC 36-4-6-16 and as evidenced by my signature affixed below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guy Titus, Mayor of the City of Greenfield, Indiana

*Attested by:*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lori Elmore, Clerk-Treasurer

**EXHIBIT A**

**Property**

The Land referred to herein below is situated in the County of Hancock, State of Indiana, and is described as follows:

PARCEL 1: FEE SIMPLE

Lot 3 in Replat of Brandywine Community Church, an Addition to the City of Greenfield, Indiana, as per plat thereof recorded March 17, 2023 as Instrument No. 202302415 in Cabinet D, Slide 231-232 in the Office of the Recorder of Hancock County, Indiana.

(For Reference Only) Property Address: 1581 Community Way, Greenfield, IN 46140 (For Reference Only) Tax Parcel ID No.: 30-07-27-200-003.000-009

PARCEL 2: NON EXCLUSIVE EASEMENT

Non exclusive easements for drainage, access, ingress and egress, as created, limited and defined in the Declaration of Easements, recorded March 17, 2023, as Instrument Number 202302414, in the Office of the Recorder of Hancock County, Indiana.

PARCEL 3: NON EXCLUSIVE EASEMENT

Non exclusive drainage easement as created, limited and defined in a Drainage Easement Agreement, recorded May 16, 2023, as Instrument Number 202304357, in the Office of the Recorder of Hancock County, Indiana.

(For Reference Only) Property Address: 1581 Community Way, Greenfield, IN 46140
(For Reference Only) Tax Parcel ID No.: 30-07-27-200-003.000-009

**EXHIBIT B**

**Form of PILOT Agreement**

*(See Attached)*

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