

WHEREAS, in the opinion of the County Auditor, the public interests required that the Lake County Council, should be called to meet in regular session at this time, for the purpose of considering additional appropriations, a written notice was sent to each member of the Council, and proper advertisement made, and all other acts performed in accordance with the laws governing such matters.

And now in obedience to such call, come Christine Cid, President, David Hamm, Ronald Brewer, Charlie Brown, Pete Lindemulder, Ted Bilski and Randy Niemeyer, County Councilpersons, together with Tom O'Donnell, County Council Attorney.

In the Matter of Minutes – April 9, 2024

Bilski made the motion, seconded by Hamm, to approve. Majority voted yes. Motion to approve carried 7-0.

Acknowledgements:

Cid acknowledged Khaya Njumbe, a fifteen-year-old from Gary who not only graduated with a high school diploma but also with an Associates degree in Biology, Arts and General Studies. Njumbe will also be obtaining a Bachelors from IU.

Cid congratulated Phil Taillon who became the CEO of South Shore Convention and Visitors Authority.

Niemeyer announced the passing of his Father-in-Law. The funeral is set to be held in Griffith at Whites Funeral Home on May 14, 2024 initiating at 4 P.M.

ORDINANCE #1495

Section 1. Be It Ordained by the County Council of Lake County, IN., that for the expenses of the County Government and its institutions, the following sums of money are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein appropriated, and shall be held to include all expenditures authorized to be made during the year unless otherwise expressly stipulated and provided by law.

| | Appropriation Requested | Appropriated |
|---|----------------------------|--------------|
| County Highway Fund 1102 | | |
| <u>Gen Undistributed Motor Expense 7004</u> | | |
| 62220 Garage & Motors | \$110,000.00 | \$110,000.00 |
| 62310 Equipment Repair Parts | \$130,000.00 | \$130,000.00 |
| 62410 Other Supplies | \$50,000.00 | \$50,000.00 |
| 63620 Equipment Repair | \$105,000.00 | \$105,000.00 |
| 63720 Laundry & Cleaning | \$5,000.00 | \$5,000.00 |
| Park & Recreation Fund 1107 | | |
| <u>Parks & Recreation 9203</u> | | |
| 64120 Land Improvements | \$900,000.00 | \$900,000.00 |
| 64490 Other Equipment | \$100,000.00 | \$100,000.00 |
| LC Parks Recreation's Food & Beverage Tax Fund 4315 | | |
| <u>Administrative Services 9204</u> | | |
| 63990 Taxes and Refunds | \$15,000.00 | \$15,000.00 |
| Local Road & Street Fund 1112 | | |
| <u>Local Roads & Streets 7007</u> | | |
| 63715 Equipment Lease | \$300,000.00 | \$300,000.00 |

Supplemental Adult Probation Fund 2143

Lake Sup Crt-County Division-Rm 1 4002

| | | |
|-----------------------------|------------|------------|
| 63231 Travel – Registration | \$2,000.00 | \$2,000.00 |
| 63232 Travel – Meals | \$2,000.00 | \$2,000.00 |
| 63233 Travel – Lodging | \$4,000.00 | \$4,000.00 |
| 63234 Travel – Trans/Other | \$1,000.00 | \$1,000.00 |
| 63235 Travel – Mileage | \$2,000.00 | \$2,000.00 |

LC Animal Shelter Non-Revert Fund 4163

Animal Control 8004

| | | |
|-----------------------|-------------|-------------|
| 64490 Other Equipment | \$25,000.00 | \$25,000.00 |
|-----------------------|-------------|-------------|

Sheriff's Federal Justice Assistance Grant "Pass Through" Award Grant Fund 8263

Sheriff 8001

| | | |
|-----------------------|-------------|-------------|
| 64490 Other Equipment | \$71,392.00 | \$71,392.00 |
|-----------------------|-------------|-------------|

LC Local Road & Bridge Mat Grant Fund 9379

Local Roads & Streets 7007

| | | |
|-------------------------------------|----------------|----------------|
| 64500 Construction & Reconstruction | \$2,209,578.85 | \$2,209,578.85 |
|-------------------------------------|----------------|----------------|

Adopted this 14th day of May, 2024.

TRANSFER OF FUNDS CERTIFICATE

I, the proper legal officer of Lake County Council, Lake County, IN., hereby certify to the Auditor of Lake County, that the Lake County Council, approved the following transfers:

| | Requested | Approved |
|---|-------------|-------------|
| <u>Calumet Twp. Assessor 2002</u> | | |
| County General Fund 1001 | | |
| From: 1001-61190 Part-Time | \$10,000.00 | \$10,000.00 |
| To: 1001-63190 Other Professional Service | \$10,000.00 | \$10,000.00 |
| <u>Calumet Twp. Assessor 2002</u> | | |
| Reassessment 2015 Fund 1337 | | |
| From: 1337-61190 Part-Time | \$10,000.00 | \$10,000.00 |
| To: 1337-63190 Other Professional Service | \$10,000.00 | \$10,000.00 |
| <u>Juvenile Court 4005</u> | | |
| Juvenile LC Community Corrections Grant Fund 9391 | | |
| From: 9391-63195 Contractual Services | \$2,100.00 | \$2,100.00 |
| 9391-63232 Travel – Meals | \$120.00 | \$120.00 |
| 9391-63233 Travel – Lodging | \$1,094.04 | \$1,094.04 |
| 9391-63234 Travel – Trans/Other | \$145.00 | \$145.00 |
| To: 9391-62410 Other Supplies | \$3,459.04 | \$3,459.04 |
| <u>Prosecutor 9001</u> | | |
| Prosecutor's Elderly Abuse Fund 8127 | | |
| From: 8127-61110 Official & Administrators | \$3,707.00 | \$3,707.00 |
| To: 8127-62110 Office Supplies | \$900.00 | \$900.00 |
| 8127-62210 Petroleum Products | \$500.00 | \$500.00 |
| 8127-62410 Other Supplies | \$1,000.00 | \$1,000.00 |
| 8127-63620 Equipment Repair | \$1,000.00 | \$1,000.00 |
| 8127-64410 Furniture & Fixtures | \$307.00 | \$307.00 |

and that such transfer does not necessitate expenditure of more money than was set out in detail in the budget as finally approved by the Department of Local Government Finance.

This transfer was made at a regular public meeting according to proper ordinance, a copy of which is attached to this certificate.

Dated this 14th day of May, 2024.

Additional

| | Made Motion | Seconded | |
|--|-------------|----------|---|
| <u>County Highway Fund 1102</u> Gen Undistributed Motor Expense 7004 (\$400,000) | Niemeyer | Hamm | Majority voted yes. Motion to approve carried 7-0. |
| <u>Park & Recreation Fund 1107</u> Parks & Recreation 9203 (\$1,000,000) | Niemeyer | Bilski | Majority voted yes. Motion to approve carried 7-0. |
| <u>LC Parks Recreation's Food & Beverage Tax Fund 4315</u> Administrative Services 9204 (\$15,000) | Niemeyer | Hamm | Majority voted yes. Motion to approve carried 7-0. |
| <u>Local Road & Street Fund 1112</u> Local Roads & Streets 7007 (\$300,000) | Niemeyer | Bilski | Majority voted yes. Motion to approve carried 7-0. |
| <u>Supplemental Adult Probation Fund 2143</u> Lake Sup Crt-County Division-Rm 1 4002 (\$11,000) | Hamm | Bilski | Majority voted yes. Motion to approve carried 7-0. |
| <u>LC Animal Shelter Non-Revert Fund 4163</u> Animal Control 8004 (\$25,000) | Brown | Hamm | Majority voted yes. Motion to approve carried 7-0. |
| <u>Sheriff's Federal Justice Assistance Grant "Pass Through" Award Grant Fund 8263</u> Sheriff 8001 (\$71,392) | Brown | Hamm | Majority voted yes. Motion to approve carried 7-0. |
| <u>LC Local Road & Bridge Mat Grant Fund 9379</u> Local Roads & Streets 7007 (\$2,209,578.85) | Niemeyer | Bilski | Majority voted yes. Motion to approve carried 7-0. |

Transfers

| | Made Motion | Seconded | |
|---|-------------|----------|---|
| <u>Calumet Twp. Assessor 2002</u> County General Fund 1001 (\$10,000) | Bilski | Hamm | Majority voted yes. Motion to approve carried 7-0. |
| <u>Calumet Twp. Assessor 2002</u> Reassessment 2015 Fund 1337 (\$10,000) | Bilski | Hamm | Majority voted yes. Motion to approve carried 7-0. |
| <u>Juvenile Court 4005</u> Juvenile LC Community Corrections Grant Fund 9391 (\$3,459.04) | Hamm | Bilski | Majority voted yes. Motion to approve carried 7-0. |
| <u>Prosecutor 9001</u> Prosecutor's Elderly Abuse Fund 8127 (\$3,707) | Lindemulder | Hamm | Majority voted yes. Motion to approve carried 7-0. |

In the Matter of Lake Sup. Ct. County Div. Rm. 1 4002 – Create New Line Items – Supplemental Adult Probation Fund 2143

Hamm made the motion, seconded by Bilski, to approve the creation of the following new line items:

- 63231 Travel-Registration
- 63232 Travel-Meals
- 63233 Travel-Lodging
- 63234 Travel-Trans/Other
- 63235 Travel-Mileage

Majority voted yes. Motion to approve the creation of new line items carried 7-0.

In the Matter of Local Roads & Streets 7007 – Create New Line Item – LC Local Road & Bridge Matching Grant Fund 9379

Niemeyer made the motion, seconded by Bilski, to approve the creation of the following new line item:

- 64500 Construction & Reconstruction

Majority voted yes. Motion to approve creation of new line item carried 7-0.

In the Matter of Sheriff 8001 – Create New Line Item – Federal Justice Assistance Grant “Pass Through” Award Grant Fund 8263

Brown made the motion, seconded by Hamm, to approve the creation of the following new line item:

- 64490 Other Equipment

Majority voted yes. Motion to approve creation of new line item carried 7-0.

In the Matter of Animal Control 8004 – Create New Line Item – LC Animal Shelter Non-Reverting Fund 4163

Brown made the motion, seconded by Hamm, to approve the creation of the following new line item:

- 64490 Other Equipment

Majority voted yes. Motion to approve creation of new line item carried 7-0.

In the Matter of Prosecutor 9001 – Revised 144 – Prosecutor’s Elderly Abuse Fund 8127 – Effective (04-08-2024)

Lindemulder made the motion, seconded by Hamm, to approve the following Revised 144:

| | <u>Present</u> | <u>Proposed</u> | <u>Difference</u> |
|---|----------------|-----------------|-------------------|
| 11031-001 Administrative Coordinator Investigator | \$67,486.00 | \$80,000.00 | \$12,514.00 |
| 11403-001 Case Monitor | \$47,240.00 | \$60,000.00 | \$12,760.00 |
| 11402-001 Administrative Assistant | \$40,491.00 | \$52,000.00 | \$11,509.00 |
| 11402-002 Administrative Assistant | \$40,491.00 | \$1.00 | (\$40,490.00) |

Majority voted yes. Motion to approve Revised 144 with an effective date of 4-8-2024 carried 7-0.

In the Matter of Administrative Services (Parks & Rec.) – 9204 – Create New Line Item – LC Parks & Recreation’s Food & Beverage Fund 4315

Niemeyer made the motion, seconded by Hamm, to approve the creation of the following new line item:

- 63990 Taxes and Refunds

Majority voted yes. Motion to approve the creation of new line item carried 7-0.

In the Matter of Clerk 1001 – Revised 144 – Clerk’s Records Perpetuation Fund 1194

Brewer made the motion, seconded by Hamm, to approve the following Revised 144:

| | <u>Present</u> | <u>Proposed</u> | <u>Difference</u> |
|--------------------------------------|----------------|-----------------|-------------------|
| 11038-001 Odyssey Transition Manager | \$57,200.00 | \$62,000.00 | \$4,800.00 |

Majority voted yes. Motion to approved Revised 144 carried 7-0.

In the Matter of Juvenile Court 4005 – Grant Application & Grant Approval – Grant Oversight Committee – Indiana Supreme Court = Problem-Solving Court – Truancy Intervention Program Court Grant Application

Hamm made the motion, seconded by Bilski, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Juvenile Court 4005 – Grant Application & Grant Approval – Grant Oversight Committee – Indiana Supreme Court = Problem-Solving Court – Juvenile Mental Health Court Grant Application

Hamm made the motion, seconded by Bilski, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Juvenile Detention Center 8003 – Grant Application(s) & Grant Approval(s) – Grant Oversight Committee – Dollar General Foundation (non-profit organization) = Youth Literacy Grant Application

Brown made the motion, seconded by Hamm, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of Parks & Recreation 9203 – Grant Application & Grant Approval – Grant Oversight Committee – US Environmental Protection Agency – Great Lakes Program Office = Great Lakes Restoration Initiative (GLRI) – Area of Concern (AOC) Non-Competitive Invitation Grant Application

Niemeyer made the motion, seconded by Bilski, to approve. Majority voted yes. Motion to approve carried 7-0.

In the Matter of County Council 6001 – Citizen Appointment – Lake County Health Board –Member (1) Postponed April

Bilski made the motion, seconded by Hamm, to postpone to June 11, 2024. Majority voted yes. Motion to postpone to June 11, 2024 carried 7-0.

In the Matter of County Council 6001 – Citizen Appointment – Hammond Public Library Board – Member (1)

Cid opened nominations.

Hamm nominated Tom Novak.

Cid closed nominations.

Cid appointed Tom Novak to the Hammond Public Library Board.

In the Matter of County Council 6001 – Citizen Nomination – Economic Development Commission – City of St. John (1)

Cid opened nominations.

Lindemulder nominated Lauren Behrens.

Cid closed nomination.

Cid appointed Lauren Behrens to the Economic Development Commission for the City of St. John.

In the Matter of Resolution Acknowledging June 2, 2024 as National Cancer Survivors Day

Bilski made the motion, seconded by Lindemulder, to approve. Majority voted yes. Motion to approve carried 7-0.

RESOLUTION NO. 24-19





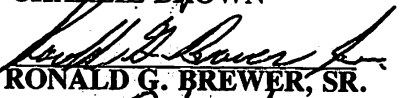


**RESOLUTION ACKNOWLEDGING
JUNE 2, 2024 AS NATIONAL CANCER SURVIVORS DAY**

- WHEREAS, National Cancer Survivors Day is the one day each year that communities across the globe come together to honor those who are living with a history of cancer; and**
- WHEREAS, National Cancer Survivors Day provides an opportunity for cancer survivors to connect with other cancer survivors, celebrate milestones, and acknowledge the families, friends, healthcare providers, and cancer researchers who have supported them along the way; and**
- WHEREAS, it is a day for cancer survivors to stand together and show the world that life after a cancer diagnosis can be exciting, fulfilling and inspiring; and**
- WHEREAS, the Lake County Council acknowledges June 2, 2024 as the 37th Annual National Cancer Survivors Day.**

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council acknowledges June 2, 2024 as the 37th Annual National Cancer Survivors Day.

SO RESOLVED THIS 14th day of May, 2024.

| | | |
|---|--|---|
|  <u>DAVID HAMM</u> |  <u>CHRISTINE CID - President</u> |  <u>CHARLIE BROWN</u> |
|  <u>RANDELL C. NIEMEYER</u> | |  <u>RONALD G. BREWER, SR.</u> |
|  <u>PETE LINDEMULDER</u> | |  <u>TED F. BILSKI</u> |

Members of the Lake County Council

In the Matter of Resolution Proclaiming May as Huntington's Disease Awareness Month

Bilski made the motion, seconded by Hamm, to approve. Majority voted yes. Motion to approve carried 7-0.

RESOLUTION NO. 24-20

**RESOLUTION PROCLAIMING
MAY AS HUNTINGTON'S DISEASE AWARENESS MONTH**

WHEREAS, Huntington's Disease (HD) is a rare, hereditary, neurodegenerative disease that affects people of all races worldwide; and

WHEREAS, HD causes gradual degeneration of brain cells which in turn can result in physical, cognitive and emotional symptoms, which typically become apparent between the ages of 35 and 55, but can also appear much earlier or later; and

WHEREAS, Huntington's Disease is a hereditary disorder; each child of a parent who has HD has a fifty percent chance of inheriting it; and

WHEREAS, globally, there is estimated to be between 3.6 and 5.7 people with HD for every 100,000 of population; and

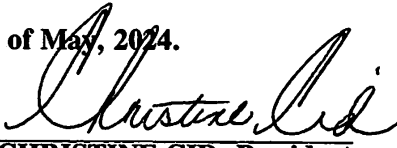
WHEREAS, today, patients and their families have just cause for hope; a new era of discovery is unfolding in research on Huntington's Disease; and

WHEREAS, the Lake County Council desires to proclaim May as Huntington's Disease Awareness Month in an effort to increase public awareness and education.

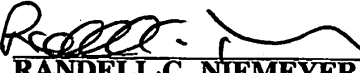
NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council proclaims May as Huntington's Disease Awareness Month in order to enhance public awareness of Huntington's Disease and to express concern for those affected by HD.

SO RESOLVED THIS 14th day of May, 2024.


CHRISTINE CID, President

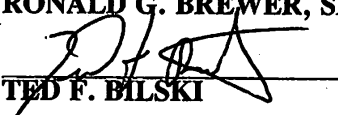

DAVID HAMM


RANDELL C. NIEMEYER


PETE LINDEMULDER


CHARLIE BROWN


RONALD G. BREWER, SR.


TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution Honoring Jesse Mendez as the NCAA Wrestling Champion – 141 Pound Weight Division

Niemeyer made the motion, seconded by Lindemulder, to approve. Majority voted yes. Motion to approve carried 7-0.

RESOLUTION NO. 24-21

**RESOLUTION HONORING JESSE MENDEZ,
NCAA WRESTLING CHAMPION - 141 POUND WEIGHT DIVISION**

WHEREAS, students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and

WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and


WHEREAS, Lake County is justly proud of its sons and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and

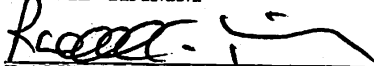
WHEREAS, Ohio State sophomore JESSE MENDEZ, of Crown Point, captured the NCAA Wrestling Championship - 141 Pounds on March 23, 2024 in Kansas City, JESSE had a 2023-24 season record of 30 wins and two losses.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to JESSE MENDEZ for capturing the NCAA Wrestling Championship - 141 Pound Weight Division; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to JESSE MENDEZ.


DULY ADOPTED by the Lake County Council, this 14th day of May, 2024.


CHRISTINE CID, President


DAVID HAMM


RANDELL C. NIEMEYER


PETE LINDEMULDER


CHARLIE BROWN


RONALD G. BREWER, SR.


TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution Honoring the Crown Point High School Gymnastics Team as the 2024 IHSAA State Gymnastics Champions

Niemeyer made the motion, seconded by Lindemulder, to approve. Majority voted yes. Motion to approve carried 7-0.

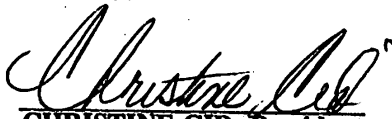
RESOLUTION NO. 24-22

**RESOLUTION HONORING
CROWN POINT HIGH SCHOOL GYMNASTIC TEAM
2024 IHSAA STATE GYMNASTICS CHAMPIONS**

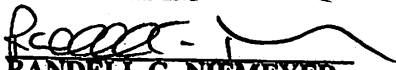
- WHEREAS,** students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and
- WHEREAS,** Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and
- WHEREAS,** Lake County is justly proud of its sons and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and
- WHEREAS,** the Crown Point High School Gymnastics Team won the IHSAA State Gymnastic Championship in Worthen Arena at Ball State University on March 9, 2024; capturing the school's second team title in three years and the first undefeated season in school history (52 years).

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the students, teachers, coaches and trainers but most particularly to the young women of the Crown Point High School Gymnastics Team, the IHSAA State Champions and champions always for Lake County; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the CROWN POINT HIGH SCHOOL GYMNASTICS TEAM.

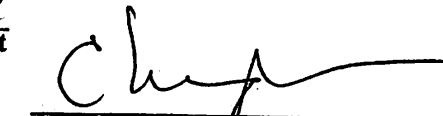
SO RESOLVED THIS 14th day of May, 2024.


CHRISTINE CID, President


DAVID HAMM


RANDELL C. NIEMEYER


PETE LINDEMULDER


CHARLIE BROWN


RONALD G. BREWER, SR.


TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution Honoring Crown Point High School's Elsie (Elly) Kiran as the 2024 IHSAA State Gymnastics Vault, Floor Exercise & All-Around Champion and Recipient of the Mildred Ball Mental Attitude Award

Niemeyer made the motion, seconded by Lindemulder, to approve. Majority voted yes. Motion to approve carried 7-0.

RESOLUTION NO. 24-23

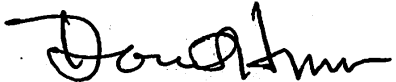
**RESOLUTION HONORING CROWN POINT HIGH SCHOOL'S
ELSIE (ELLY) KIRAN 2024 IHSAA STATE GYMNASTIC VAULT,
FLOOR EXERCISE & ALL-AROUND CHAMPION
AND RECIPIENT OF THE MILDRED BALL MENTAL ATTITUDE AWARD**

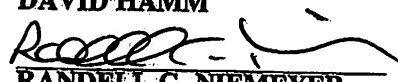
- WHEREAS, students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and
- WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and
- WHEREAS, Lake County is justly proud of its sons and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and
- WHEREAS, Crown Point High School Senior Elsie (Elly) Kiran, captured the 2024 IHSAA State Gymnastic Vault, Floor Exercise and All-Around Championships; becoming only the second gymnast in State history to compete as part of the State Championship team, win the All-Around and be named the Mental Attitude Award winner; and
- WHEREAS, the IHSAA Executive Committee named Elsie (Elly) Kiran as the recipient of the Mildred M. Ball Mental Attitude Award; the award is named in honor of Mildred Ball, the former IHSAA Assistant Commissioner who served the Association from 1977 to 1997; Mildred Ball administered the state gymnastics tournament among other sports and oversaw the licensing and training of all contest officials in the State of Indiana.


NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to Elsie (Elly) Kiran - 2024 IHSAA State Gymnastic Vault, Floor Exercise and all Around Champion; and recipient of the Mildred M. Ball Mental Attitude Award; and that a copy of this Resolution shall appear in the official records of the Lake County Council, and an official copy be delivered to Elsie (Elly) Kiran.

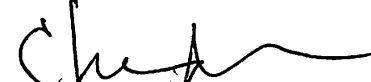
DULY ADOPTED by the Lake County Council, this 14th day of May, 2024.



CHRISTINE CID, President

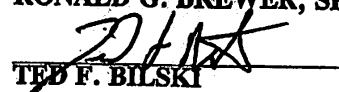

DAVID HAMM


RANDELL C. NIEMEYER


PETE LINDEMULDER


CHARLIE BROWN


RONALD G. BREWER, SR.


TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution permitting the Calumet Township Assessor to pay outstanding 2023 invoices/debts totaling \$1,600.00 from the 2024 budget

Bilski made the motion, seconded by Hamm, to approve. Majority voted yes. Motion to approve carried 7-0.

RESOLUTION NO. 24-24

RESOLUTION PERMITTING THE CALUMET TOWNSHIP ASSESSOR TO PAY OUTSTANDING 2023 INVOICES/DEBTS FROM THE 2024 BUDGET

WHEREAS, the Calumet Township Assessor is currently operating in the 2024 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2023, have not been paid:

| | |
|--|------------------------------------|
| <u>1001-2002-63190</u> | <u>Other Professional Services</u> |
| Dynamic Professional Solutions LLC | \$800.00 |
| Invoice dated 12-16-23/Services 12-4-23 - 12-15-23 | |
| Dynamic Professional Solutions LLC | \$800.00 |
| Invoice dated 1-1-24/Services 12-18-23 - 12-29-23 | |
| TOTAL: | \$1600.00; and |

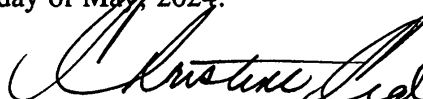
WHEREAS, the Calumet Township Assessor desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2023 expenses shall be paid from the Calumet Township Assessor's 2024 Budget:

| | |
|--|------------------------------------|
| <u>1001-2002-63190</u> | <u>Other Professional Services</u> |
| Dynamic Professional Solutions LLC | \$800.00 |
| Invoice dated 12-16-23/Services 12-4-23 - 12-15-23 | |
| Dynamic Professional Solutions LLC | \$800.00 |
| Invoice dated 1-1-24/Services 12-18-23 - 12-29-23 | |
| TOTAL: | \$1600.00 |

SO RESOLVED THIS 14th day of May, 2024.


CHRISTINE CID, President


DAVID HAMM


CHARLIE BROWN


RANDELL C. NIEMEYER


RONALD G. BREWER, SR.


PETE LINDEMULDER


TED F. BILSKI

Members of the Lake County Council

In the Matter of Resolution to Approve the Transfer of \$1,209,578.85 from CEDIT Fund, Fund No. 4012 to Lake County Roads & Bridges Matching Grant Fund, Fund 9379, Department 7007

Hamm made the motion, seconded by Bilski, to approve. Majority voted yes. Motion to approve carried 7-0.

RESOLUTION NO. 24-25

RESOLUTION TO APPROVE THE TRANSFER OF \$1,209,578.85 FROM CEDIT FUND, FUND NO. 4012 TO LAKE COUNTY ROADS & BRIDGES MATCHING GRANT FUND, FUND 9379, DEPARTMENT 7007

WHEREAS, the Lake County Council by Resolution may permit the transfer to a fund from another fund with sufficient money on deposit in the County; and

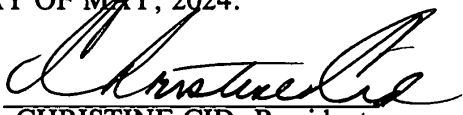
WHEREAS, the Lake County Commissioners request the transfer of \$1,209,578.85 from the CEDIT Fund, Fund No. 4012 to the Lake County Roads & Bridges Matching Grant Fund, Fund No. 9379, Department 7007, which transfer places all of the funds necessary to complete the 2023-2 Crossroads Grant, Parrish Avenue, Fathke Road and Burr Street between 125th Avenue and 113th Avenue, within one fund for payment; and


WHEREAS, the Lake County Council desires to transfer \$1,209,578.85 from the CEDIT Fund, Fund No. 4012 to the Lake County Roads & Bridges Matching Grant Fund, Fund No. 9379, Department 7007.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the sum of \$1,209,578.85 is hereby transferred from the CEDIT Fund, Fund No. 4012 to the Lake County Roads & Bridges Matching Grant Fund, Fund No. 9379, Department 7007 which transfer places all of the funds necessary to complete the 2023-2 Crossroads Grant, Parrish Avenue, Fathke Road and Burr Street between 125th Avenue and 113th Avenue, within one fund for payment.

SO RESOLVED THIS 14th DAY OF MAY, 2024.


CHRISTINE CID, President


DAVID HAMM


CHARLIE BROWN


RANDELL C. NIEMEYER


RONALD G. BREWER, SR.


PETE LINDEMULDER


TED F. BILSKI

Members of the Lake County Council

In the Matter of County Council 6001 – Interlocal Agreement by and Between Lake County, Indiana and the City of East Chicago concerning the distribution of certain local public health revenues

Brown made the motion, seconded by Brewer, to approve. Majority voted yes. Motion to approve carried 7-0.

INTERLOCAL AGREEMENT BY AND BETWEEN LAKE COUNTY, INDIANA AND THE CITY OF EAST CHICAGO CONCERNING THE DISTRIBUTION OF CERTAIN LOCAL PUBLIC HEALTH REVENUES

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of East Chicago and Lake County, Indiana ("County") this 16th day of April, 2024, ("the Effective Date"), related to the distribution of certain additional funding to provide core public health services.

RECITALS

WHEREAS, the City of East Chicago operates a health department pursuant to I.C. 16-20-4, et seq. ("City Health Department"); and

WHEREAS, the County operates a health department in accordance with I.C. 16-20-2, et seq. ("County Health Department"); and

WHEREAS, the state legislature has enacted legislation by the terms of which the County executive must choose by September 1, 2023 whether to opt in to the newly created health funding statute, commonly known as the Health First Indiana program, and to accept additional funding and to provide core public health services in the County, as further described by I.C. 16-46-10-2.2(e) ("Additional Public Health Funding"); and

WHEREAS, the Board of Commissioners of Lake County, Indiana has voted to opt in to the Additional Public Health Funding; and

WHEREAS, in accordance with I.C. 16-46-10-2.6, for counties with a city health department established under I.C. 16-20-4-3, funding of the city health department shall be determined based on a per capita amount as provided in I.C. 16-46-10-2.2(d); and

WHEREAS, in accordance with I.C. 16-46-10-2.2(h), for counties with a city health department established under I.C. 16-20-4-3, the county fiscal body and the city fiscal body shall, in good faith, enter into an interlocal agreement, in a manner prescribed by the state department, to determine the amount of funding to be disbursed to the city health department; and

WHEREAS, in accordance with I.C. 46-10-2.6, the county fiscal body and city fiscal body shall enter into an interlocal agreement solely for the purpose of distributing the City Health Department's total amount of the City Health Department's per capita share of funding, and the County shall distribute the City Health Department's per capita share not later than five (5) days after the date funds are received from the state department; and

WHEREAS, the parties now desire to enter into this Agreement in accordance with I.C. 16-46-10-2.2(h), I.C. 16-46-10-2.6, and as further described herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I. RECITALS.

The Recitals are an integral part of this Agreement and are specifically incorporated by reference herein.

ARTICLE II. REPRESENTATIONS AND WARRANTIES.

Each party represents to the other party that it has all requisite powers, authority, and legal right to enter into and carry out the obligations set forth in this Agreement.

ARTICLE III. OBLIGATIONS OF COUNTY.

County shall perform the following services:

- A. By or before September 1, 2023, and any year thereafter determined by the State, notify the Indiana Department of Health of its acceptance of Additional Public Health Funding;
- B. Pursuant to I.C. 16-46-10-2.2(d)-(h) reconcile the local accounting for allocation of funds with the information provided by the Indiana Department of Health, regarding the amount of Additional Public Health Funding to be disbursed to the City Health Department in each year that this Agreement remains effective;
- C. Distribute the City Health Department's per capita share of Additional Public Health funding (as provided in I.C. 16-46-10-2.2(d)), not later than five (5) days after the date funds are received from the state department;
- D. Utilize the Additional Public Health Funding in compliance with I.C. 16-46-10 and I.C. 16-20-1-12;
- E. Regularly report key performance indicators to the Indiana Department of Health;

- F. Place all Additional Funding in the County Health Fund;
- G. Submit a plan to the Indiana Department of Health that demonstrates the core public health services to be provided by the health department;
- H. Provide regular reports on financial activities, budget utilization, and other relevant financial information as required by the Indiana Department of Health; and
- I. Be responsible for any State audit concerning Additional Funds distributed to the County Health Department, including any findings made in those audits.

ARTICLE IV. OBLIGATIONS OF THE CITY OF EAST CHICAGO.

The City of East Chicago shall perform the following services:

- A. Receive the City Health Department's per capita share of Additional Public Health Funding (as provided in I.C. 16-46-10-2.2(d);
- B. Utilize the Additional Public Health Funding in compliance with I.C. 16-46-10 and I.C. 16-20-1-12;
- C. Regularly report key performance indicators to the Indiana Department of Health;
- D. Place all Additional Public Health Funding in the Municipal Public Health Services Fund;
- E. Submit a plan to the Indiana Department of Health that demonstrates the core public health services to be provided by the local health department;
- F. Provide regular reports on financial activities, budget utilization, and other relevant financial information as required by the Indiana Department of Health;
- G. Be responsible for any State audit concerning Additional Funds distributed to the City Health Department, including any findings made in those audits; and
- H. Assure that not more than 10% of the funds shall be expended for capital expenses.

ARTICLE V. JOINTLY HELD PROPERTY.

There will be no jointly held property under this Agreement.

ARTICLE VI. JOINT BOARD.

The parties hereby acknowledge and agree that the purpose and intent of this Agreement is not to undertake the joint exercise of power within the meaning of I.C. 36-1-7-2(a), and, therefore, this Agreement need not address other matters related to the financing, staffing, budget, administration through a joint board or separate legal entity, or the manner of acquiring holding and disposition of real and personal property of a joint undertaking.

ARTICLE VII. DISPUTE RESOLUTION.

Any disputes that may arise under this Agreement shall be resolved by the parties' respective executive officers or their designees. In the event the parties are unable to resolve their claims through the executive officers or their designees, the parties shall endeavor to resolve their claims by mediation administered pursuant to the Indiana Rules of Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall equally share the cost of the mediator and any filing fees. The mediation shall be held in Crown Point, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Lake County, Indiana.

ARTICLE VIII. RECORDING AND FILING.

This Agreement shall be recorded in the Office of the Recorder of Lake County, Indiana, and filed with the Indiana State Board of Accounts within sixty (60) days of execution. This Agreement shall also be filed with the Indiana Department of Health.

ARTICLE IX. EFFECTIVE DATE.

This Agreement shall be effective upon the occurrence of the following:

- A. Signing by the parties hereto;

B. The passage of appropriate resolutions and ordinances, recordation of this Agreement with the Lake County Recorder; and

C. Filing of this Agreement with the Indiana State Board of Accounts, Lake County Auditor, and Indiana Department of Health.

ARTICLE X. TERM AND TERMINATION OF AGREEMENT.

This Agreement shall be in effect for a period of one (1) year from the Effective Date (the "Term") and shall automatically renew for a maximum of five successive one-year periods (each "Renewal Term"), provided neither party provides written notice that it is terminating this Agreement. This Agreement may be terminated by either party, for any reason, upon provision of thirty (30) days' written notice to the other party, which may be provided by the terminating party at any time during any Term or Renewal Term. This Agreement may otherwise be terminated or extended by a written agreement signed by all parties, but the agreement of all parties is not necessary for automatic renewals or the exercise by either party of its ability to unilaterally terminate this Agreement as provided herein.

ARTICLE XI. NOTICE.

All notices, requests, demands, and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed given or delivered when (i) delivered by hand, (ii) mailed by prepared express overnight mail service, such as "Federal Express" or similar mail service, or (iii) mailed by registered or certified U.S. Mail, return receipt requested, and in any case addressed to the respective party at its address set forth below, or at such address as either party to this Agreement has designated by notice in writing to the other party as provided in this Agreement.

If to The City of East Chicago:

Richard Medina
East Chicago City Clerk
2301 E. Columbus Drive
East Chicago, IN 46312

With Copy To:

East Chicago Health Department
100 W. Chicago Ave.
East Chicago, IN 46312

With Additional Copy To:

Harris Law Firm, P.C.
11410 Broadway
Crown Point, IN 46307

If to the County:

Peggy Katona
Lake County Auditor & Clerk of the Lake County Council
2293 North Main Street
Crown Point, IN 46307

ARTICLE XII. INDEMNIFICATION.

Each party hereto agrees to indemnify, defend, exculpate, and hold harmless the other parties hereto, and their respective officers and employees, from and against any and all claims, suits, and liabilities of any kind or character, including reasonable attorney's fees, which result or arise from any negligent acts or omissions of said party, or those for whom said party is responsible, arising from or connected with the performance of any of the duties or responsibilities of said party under this Agreement.

Notwithstanding the foregoing or anything to the contrary contained herein, each party hereby acknowledges and agrees that each party's financial exposure for certain claims is limited by the Indiana Tort Claims Act, and each party's obligations to indemnify and save the other party, its agent and employees harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses and expenses (including reasonable attorney's fee and expense at the trial and appellate levels) arising out of or related to claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to I.C. 34-13-3-4, as amended.

ARTICLE XIII. GOVERNING LAW & VENUE.

This Agreement is governed by the laws of the State of Indiana, City of East Chicago, and County of Lake. To the extent provided by law, the parties waive their right to a jury trial in any manner arising out of this Agreement, and this waiver is absolute and unconditional. The parties hereby submit to the jurisdiction of Lake County, Indiana courts, and waive any objection to venue with respect to actions brought in such courts.

ARTICLE XIV. MODIFICATION/NO WAIVER.

The terms and conditions set forth in this Agreement may be modified only by the express, written consent of both parties. Except for changes made in accordance with this Article, no deviation, whether intentional or unintentional, shall constitute an amendment or modification of this Agreement, nor constitute a waiver by City of East Chicago of any rights in this Agreement.

ARTICLE XV. ASSIGNMENT.

City of East Chicago and County may only assign their rights and obligations under this Agreement with the prior written consent of the other party. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

ARTICLE XVI. INTERPRETATION AND INTENT.

This Agreement constitutes the entire agreement between the parties. Any representations, promises or conditions in connection therewith not set forth in the foregoing or in writing signed by both parties will not be binding. Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City of East Chicago solely by virtue of City of East Chicago Representatives having drafted all or any portion of this Agreement.

IN WITNESS WHEREOF, the City of East Chicago, Indiana and Lake County, Indiana have approved this Agreement on the Effective Date.

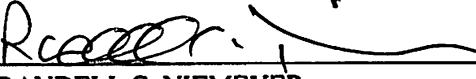
MEMBERS OF LAKE COUNTY COUNCIL



DAVID HAMM



CHRISTINE CID



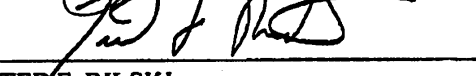
RANDELL C. NIEMEYER



RONALD BREWER SR.



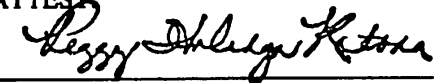
PETE LINDEMULDER



TED F. BILSKI



CHARLIE BROWN

ATTEST:


PEGGY KATONA, Auditor

PRESENTED TO
BOARD OF COMMISSIONERS
BY LAKE COUNTY AUDITOR

MAY 14 2024

PRESENTED TO
BOARD OF COMMISSIONERS
BY LAKE COUNTY AUDITOR

PRESENTED TO
BOARD OF COMMISSIONERS
BY LAKE COUNTY AUDITOR

CITY OF EAST CHICAGO, INDIANA
EAST CHICAGO COMMON COUNCIL


LENNY FRANCISKI, President

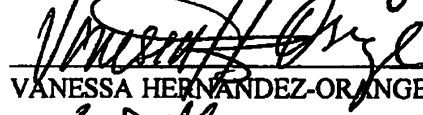

DWAYNE RANCIFER, JR., Vice-President


MONICA G. GONZALEZ


STACY WINFIELD


ROBERT GARCIA


GILDA ORANGE


VANESSA HERNANDEZ-ORANGE


KENNETH MONROE


TERENCE HILL

FILED IN CLERK'S OFFICE

APR 10 2024

Clerk, East Chicago Common Council

ATTEST:


RICHARD MEDINA, City Clerk

In the Matter of Ordinance Establishing the Lake County Adult Community Corrections (LCACC) Department's COVID Detection and Confinement Grant Fund, A Non-Reverting Fund

Lindemulder made the motion, seconded by Bilski, to approve on First Reading. Majority voted yes. Hamm was absent. Motion to approve on First Reading carried 6-yes, 1-absent.

Lindemulder made the motion, seconded by Bilski, to Suspend Rules. Majority voted yes. Hamm was absent. Motion to Suspend Rules carried 6-yes, 1-absent.

Lindemulder made the motion, seconded by Bilski, to approve on Second Reading. Majority voted yes. Hamm was absent. Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1495A

ORDINANCE ESTABLISHING THE LAKE COUNTY ADULT COMMUNITY CORRECTIONS (LCACC) DEPARTMENT'S COVID DETECTION AND CONFINEMENT GRANT FUND, A NON-REVERTING FUND

WHEREAS, pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and

WHEREAS, pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and

WHEREAS, the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and

WHEREAS, Lake County Adult Community Corrections (LCACC) Department has been awarded a federal reimbursement grant from the Indiana Department of Health titled COVID Detection and Confinement for the deposit of Five Thousand Eight Hundred Twenty-Five and 95/100 (\$5,825.95) Dollars to be used to purchase items to mitigate the risk of exposure, improve infection control, improve isolation and quarantine and enhance the facility's sanitation; items to be purchased are washer/dryer, infrared face scan thermometer and handheld sanitizer mist machine; the CFDA number is 93.323; and

WHEREAS, the Lake County Council desires to create the Lake County Adult Community Corrections (LCACC) Department's COVID Detection and Confinement Grant Fund, a non-reverting fund for the deposit of Five Thousand Eight Hundred Twenty-Five and 95/100 (\$5,825.95) Dollars.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Adult Community Corrections (LCACC) Department's COVID Detection and Confinement Grant Fund, a non-reverting fund, is established for the deposit of funds of Five Thousand Eight Hundred Twenty-Five and 95/100 (\$5,825.95) Dollars from the Indiana Department of Health.
2. That pursuant to I.C. 36-2-5-2(b), the Lake County fiscal body shall appropriate all money to be paid out of the fund, except as otherwise provided by law.
3. Any money remaining in the fund at the end of the year shall not revert to any other fund but continues in the Lake County Adult Community Corrections (LCACC) Department's COVID Detection and Confinement Grant Fund.


- 4. In the event the Lake County Adult Community Corrections (LCACC) Department receives additional COVID Detection and Confinement grant fund awards through CFDA number 93.323, such grants may be accounted for using the new fund.

SO ORDAINED THIS 14th DAY OF MAY, 2024.


 CHRISTINE CID, President

ABSENT
 DAVID HAMM


 RANDELL C. NIEMEYER


 PETE LINDEMULDER


 CHARLIE BROWN


 RONALD G. BREWER, SR.


 TED F. BILSKI

Members of the Lake County Council

In the Matter of Ordinance Establishing the Lake County Adult Community Corrections (LCACC) Department's Supporting Addiction-Free Environments (SAFE) Grant Fund, A Non-Reverting Fund

Lindemulder made the motion, seconded by Bilski, to approve on First Reading. Majority voted yes. Hamm was absent. Motion to approve on First Reading carried 6-yes, 1-absent.

Lindemulder made the motion, seconded by Bilski, to Suspend Rules. Majority voted yes. Hamm was absent. Motion to Suspend Rules carried 6-yes, 1-absent.

Lindemulder made the motion, seconded by Bilski, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1495B

ORDINANCE ESTABLISHING THE LAKE COUNTY ADULT COMMUNITY CORRECTIONS (LCACC) DEPARTMENT'S SUPPORTING ADDICTION-FREE ENVIRONMENTS (SAFE) GRANT FUND, A NON-REVERTING FUND

WHEREAS, pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and

WHEREAS, pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and

WHEREAS, the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and

WHEREAS, a non-governmental grant program administered by Geminus Corporation has awarded a renewal grant to the Lake County Adult Community Corrections (LCACC) Department for Supporting Addiction-Free Environments in the sum of Twenty Thousand Two Hundred Fifty (\$20,250.00) Dollars to purchase drug screening program supplies to monitor participants compliance with community corrections program requirements; and

WHEREAS, the Lake County Council desires to create a Lake County Adult Community Corrections (LCACC) Department's Supporting Addiction-Free Environments (SAFE) Grant Fund, a non-reverting fund, for the deposit of Twenty Thousand Two Hundred Fifty (\$20,250.00) Dollars .

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

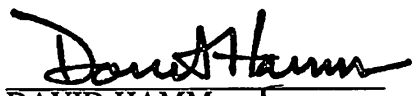
1. That the Lake County Adult Community Corrections (LCACC) Department's Supporting Addiction-Free Environments (SAFE) Grant Fund, a non-reverting fund, is established for the deposit of Twenty Thousand Two Hundred Fifty (\$20,250.00) Dollars from Geminus Corporation.
2. That pursuant to I.C. 36-2-5-2(b), the Lake County Council as the fiscal body, shall appropriate all money to be paid out of the fund, except as otherwise provided by law.
3. Any money remaining in the fund at the end of the year shall not revert to any other fund but continues in the Lake


County Adult Community Corrections (LCACC) Department's
Supporting Addiction-Free Environments (SAFE)
Grant Fund.

- 4. In the event the Lake County Adult Community Corrections (LCACC) receives future awards from Geminus Corporation for SAFE grant funds, the LCACC may account for such Grants using the established Fund.

SO ORDAINED THIS 14th DAY OF May, 2024.

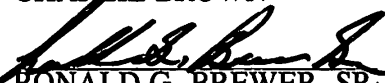

CHRISTINE CID, President


DAVID HAMM


RANDELL C. NIEMEYER


PETE LINDEMULDER


CHARLIE BROWN


RONALD G. BREWER, SR.


TED F. BILSKI

Members of the Lake County Council

In the Matter of Ordinance Amending the Lake County 2024 Salary Ordinance, Ordinance No. 1488N, eliminating a position and establishing pay increases in the Lake County Clerk's Office

Brewer made the motion, seconded by Hamm, to approve on First Reading. Majority voted yes. Motion to approve on First Reading carried 7-0.

Brewer made the motion, seconded by Hamm, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Brewer made the motion, seconded by Hamm, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1488N-7

ORDINANCE AMENDING THE LAKE COUNTY
2024 SALARY ORDINANCE, ORDINANCE NO. 1488N,
ELIMINATING A POSITION AND ESTABLISHING PAY INCREASES
IN THE LAKE COUNTY CLERK'S OFFICE
1001 Clerk (1001 County General)

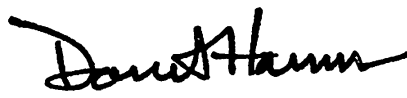
WHEREAS, on October 17, 2023, the Lake County Council adopted the Lake County 2024 Salary Ordinance, Ordinance No. 1488N; and

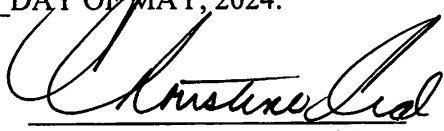
WHEREAS, the Lake County Council now desires to amend Ordinance No. 1488N to establish revised Form No. 144 to eliminate a Deputy Clerk position in order to give pay increases to Director of Finance, Personnel Director, Division Managers, Deputy Clerks, Supervisor and Executive Secretary staff, effective upon adoption of this Ordinance.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

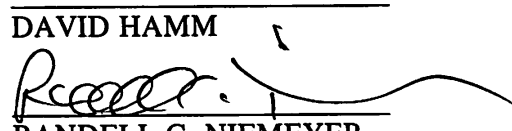
That it be ordained by the Lake County Council that the attached Form No. 144, Exhibit "A", eliminating a position and establishing pay increases to Director of Finance, Personnel Director, Division Managers, Deputy Clerks, Supervisor and Executive Secretary staff, effective upon adoption of this Ordinance, is hereby approved.


SO ORDAINED THIS 14th DAY OF MAY, 2024.

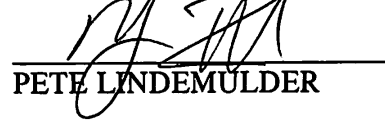

DAVID HAMM


CHRISTINE CID, President


CHARLIE BROWN


RANDELL C. NIEMEYER


RONALD G. BREWER, SR.


PETE LINDEMULDER


TED F. BILSKI

Members of the Lake County Council

Form P. 9000, by State Board of Accounts

County Form No. 144 (1971)

**STATEMENT OF SALARIES AND WAGES
PROPOSED TO BE PAID OFFICERS AND EMPLOYEES
CALENDAR YEAR 2024**

1001 Clerk (1001 County General), LAKE County, Indiana
(Name of Office, Department, Board Agency)

The following statement shows the salaries and wages proposed to be paid to officers and employees of the above named office, department, board or agency during the calendar year 2024

FULL TIME SALARIED OFFICERS AND EMPLOYEES

ok

| <small>Title of Position or Employee Classification</small> | | | |
|---|---------------|---------------|----------------|
| JOB CODE # AND POSITION # | \$ PRESENT | \$ PROPOSED | \$ DIFFERENCE |
| 16731-005 Deputy Clerk | \$ 35,850.00 | \$ - | \$ (35,850.00) |
| 11103-001 Director of Finance | \$ 53,040.00 | \$ 65,000.00 | \$ 11,960.00 |
| 11104-001 Personnel Director | \$ 61,360.00 | \$ 67,000.00 | \$ 5,640.00 |
| 11106-001 Division Manager | \$ 52,000.00 | \$ 54,000.00 | \$ 2,000.00 |
| 11106-002 Division Manager | \$ 52,000.00 | \$ 53,000.00 | \$ 1,000.00 |
| 11106-003 Division Manager | \$ 52,000.00 | \$ 53,000.00 | \$ 1,000.00 |
| 11106-004 Division Manager | \$ 52,000.00 | \$ 54,000.00 | \$ 2,000.00 |
| 11106-006 Division Manager | \$ 52,000.00 | \$ 53,000.00 | \$ 1,000.00 |
| 11106-007 Division Manager | \$ 44,462.00 | \$ 45,462.00 | \$ 1,000.00 |
| 11106-008 Division Manager | \$ 52,000.00 | \$ 53,000.00 | \$ 1,000.00 |
| 11106-009 Division Manager | \$ 42,640.00 | \$ 43,690.00 | \$ 1,050.00 |
| 11106-011 Division Manager | \$ 52,000.00 | \$ 54,000.00 | \$ 2,000.00 |
| 16731-003 Deputy Clerk | \$ 35,850.00 | \$ 36,850.00 | \$ 1,000.00 |
| 16731-004 Deputy Clerk | \$ 35,850.00 | \$ 36,850.00 | \$ 1,000.00 |
| 16731-013 Deputy Clerk | \$ 35,850.00 | \$ 36,850.00 | \$ 1,000.00 |
| 16743-005 Supervisor | \$ 41,600.00 | \$ 42,600.00 | \$ 1,000.00 |
| 16903-001 Executive Secretary | \$ 46,800.00 | \$ 49,000.00 | \$ 2,200.00 |
| Totals | \$ 797,302.00 | \$ 797,302.00 | 0.00 |

Submitted by:

Michael A. Brown
(Signature)

Date 4-22-2024 20

Lake County Clerk
(Title)

NOTES:

(1) This statement must be filed IN DUPLICATE with the County Auditor on or before July 1 each year for salaries and wages to be paid in the ensuing year.

Ex. A.

In the Matter of Ordinance of the County Council of Lake County, Indiana, amending and restating Ordinance No.1492E and authorizing the issuance and sale of bonds of the county and , if necessary, bond anticipation notes, for the purpose of providing funds to be applied to the cost of construction of additions and improvements to the sewage works system of Lake County, Indiana, together with all related improvements, equipment and incidental expenses in connection therewith and on account of the issuance of bonds therefor

Hamm made the motion, seconded by Bilski, to approve on First Reading.

O'Donnell – For clarity, this is the bond ordinance that we've already passed. The Indiana Finance Authority is going to buy these bonds and they are mandating that as an aspect of this ordinance it be amended to reflect that our CEDIT contributions from January, maybe February, but probably just January, and from July and maybe August, but probably just July, each year would go to pay these bonds. That's different from what we had in the original ordinance but the finance authority is mandating this change. Baker-Tilly has analyzed the account and found that it should probably just take one month's CEDIT funds in each of those half of years.

Majority voted yes. Motion to approve on First Reading carried 7-0.

Hamm made the motion, seconded by Bilski, to Suspend Rules. Majority voted yes. Motion to Suspend Rules carried 7-0.

Hamm made the motion, seconded by Bilski, to approve on Second Reading. Majority voted yes. Motion to approve on Second Reading carried 7-0.

ORDINANCE NO. 1492E-1

AN ORDINANCE OF THE COUNTY COUNCIL OF LAKE COUNTY, INDIANA, AMENDING AND RESTATING ORDINANCE NO. 1492E AND AUTHORIZING THE ISSUANCE AND SALE OF BONDS OF THE COUNTY AND, IF NECESSARY, BOND ANTICIPATION NOTES, FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO THE COST OF CONSTRUCTION OF ADDITIONS AND IMPROVEMENTS TO THE SEWAGE WORKS SYSTEM OF LAKE COUNTY, INDIANA, TOGETHER WITH ALL RELATED IMPROVEMENTS, EQUIPMENT AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF BONDS THEREFOR

WHEREAS, the County Council (the "County Council") of Lake County, Indiana (the "County"), adopted an Ordinance No. 1492E (the "Original Ordinance"), authorizing the issuance and sale of its economic development income tax revenue bonds; and

WHEREAS, the Council now seeks to amend and restate the Original Ordinance in its entirety;

NOW, THEREFORE, the Original Ordinance is hereby amended and restated to provide in its entirety hereafter as follows, namely:

WHEREAS, a county is authorized by Indiana Code 5-1-14 and Indiana Code 6-3.6, each as in effect on the issue date of the bonds authorized herein (collectively, the "Act"), to issue bonds to (i) procure moneys to be used in the exercise of the powers of the county, (ii) to procure moneys for the payment of county debts and (iii) to issue bonds for the purposes authorized under Indiana Code 6-3.6 (all references hereinafter to the Indiana Code are designated as "IC" followed by the applicable code section or sections); and

WHEREAS, the County Council of the County hereby authorizes and approves that Calumet Township Septic Tank Elimination Project and finds that certain sewage works infrastructure improvements and extensions required for such Calumet Township Septic Tank Elimination Project located within Calumet Township are necessary (the "Calumet Township System") and the engineers employed by the County (the "Engineers") have prepared and filed plans, specifications, detailed descriptions and estimates of the costs of such sewage works infrastructure improvements and extensions within Calumet Township within the County, which plans and specifications, to the extent required by law, have been or will be duly submitted to and approved by the County and all governmental authorities having jurisdiction thereover, particularly the Indiana Department of Environmental Management (the sewage works infrastructure improvements and extensions of the Calumet Township System as described in the Engineers' plans and specifications, as more fully described in Exhibit A, are referred to herein as the "Project");

WHEREAS, the County has obtained estimates for the cost for the Project and will advertise and receive bids for the Project, which bids will be subject to the County's obtaining funds to pay for the Project;

WHEREAS, the County Council further finds that the estimates prepared and delivered by the Engineers with respect to the costs of the acquisition and construction of the Project, together with all authorized expenses relating thereto, including the costs of issuance of bonds on account thereof, will be in the estimated amount of Ninety-Nine Million Dollars (\$99,000,000), of which an amount not to exceed Thirty-Two Million Five Hundred Thousand Dollars (\$32,500,000) will be financed by the issuance of economic development income tax revenue bonds and/or bond anticipation notes of the County under the provisions of this amended and restated ordinance (the "Ordinance") and the Act with the balance required to complete the Project to be funded by Recovery Funds (as hereinafter defined), grants, interest earnings, forgivable loans and other available funds on hand of the County;

WHEREAS, the County Council finds that the County will have available Recovery Funds (as hereinafter defined), grants, interest earnings, forgivable loan proceeds and other funds to apply on the costs of the Project in the approximate aggregate amount of Sixty-Six Million Five Hundred Thousand Dollars (\$66,500,000) and that it is necessary to finance the remaining costs of the Project through the issuance of the bonds herein authorized, in one or more series, in an aggregate principal amount not to exceed Thirty-Two Million Five Hundred Thousand Dollars (\$32,500,000) and, if necessary, bond anticipation notes (the "BANs");

WHEREAS, the County Council finds that funding the Project is necessary and will be of general benefit to the County and its residents and will help promote economic development in the County;

WHEREAS, the County has previously imposed the county economic development income tax pursuant to IC 6-3.5-7 and the County was a recipient of a distributive share pursuant to IC 6-3.5-7;

WHEREAS, IC 6-3.5-7 has been repealed effective January 1, 2017, and replaced with IC 6-3.6 (the "LIT Statute");

WHEREAS, IC 6-3.6-4-3 of the LIT Statute prohibits the adopting body from reducing the tax rate below a rate that would produce 1.25 times the total of the highest annual outstanding debt service or lease rentals for the proposed bonds herein authorized;

WHEREAS, IC 6-3.6-6-5 of the LIT Statute prohibits the adopting body from reducing the proportional allocation of the additional revenue that was allocated the preceding year below an amount necessary to pay the proposed bonds herein authorized;

WHEREAS, IC 6-3.6-10-3(a) of the LIT Statute permits the issuance of bonds by the County payable from the County's economic development allocation set forth in IC 6-3.6-6-4(2) of the LIT Statute (the "EDIT Allocation") for economic development projects as described in IC 6-3.6-2-8;

WHEREAS, the Board of Commissioners of the County ("Commissioners") have previously adopted a Capital Improvement Plan with respect to the EDIT Allocation and the Project is or will be identified in the Capital Improvement Plan;

WHEREAS, the Commissioners have also previously adopted a Recovery Plan with respect to the County's award of Coronavirus Local Fiscal Recovery Funds ("Recovery Funds") and the Project is identified in the Recovery Plan;

WHEREAS, the County has determined that in order to market the bonds herein authorized it is necessary to pledge the EDIT Allocation to pay debt service on the bonds and, to the extent the EDIT Allocation is insufficient, (i) Net Revenues (as hereinafter defined) of the Calumet Township System, and (ii) if deemed necessary to market the bonds, an *ad valorem* property tax on all taxable property, both real and personal, within the County;

WHEREAS, the bonds to be issued pursuant to this Ordinance are to be issued subject to the provisions of the laws of the State of Indiana, including, without limitation the Act, and the terms and restrictions of this Ordinance;

WHEREAS, the County desires to authorize the issuance of BANs hereunder, if necessary, payable solely from the proceeds of the bonds issued hereunder and, as to interest only, capitalized interest, and to authorize the refunding of said BANs, if issued;

WHEREAS, the County has no outstanding revenue bonds, pledges, or obligations payable from the EDIT Allocation or the Net Revenues of the Calumet Township System;

WHEREAS, the County further desires to enter into a Financial Assistance Agreement, Funding Agreement, Grant Agreement, and/or Financial Aid Agreement (in substantially the form attached as Exhibit B hereto and made a part hereof) with the Indiana Finance Authority together with any subsequent amendments thereto (the "Financial Assistance Agreement") as part of its wastewater loan program, supplemental drinking water and wastewater assistance program, water infrastructure assistance program and/or wastewater infrastructure grant program (collectively, the "IFA Program"), which would pertain to the Project and the financing thereof, if the Bonds or BANs are sold to the Indiana Finance Authority pursuant to its State Revolving Fund Loan Program established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5;

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

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

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may

be treated as an expenditure of bond proceeds, and the County intends by this Ordinance to qualify amounts advanced by the County to the Project for reimbursement from proceeds of the BANs or the bonds in accordance with the requirements of the Reimbursement Regulations;

WHEREAS, the County Council has been advised by the County's Municipal Advisor (as hereinafter defined) that it may be economically efficient to acquire a rating, a municipal bond insurance policy and/or a debt service reserve surety for the bonds herein authorized;

WHEREAS, the total indebtedness of the County, excluding the amount of the bonds authorized by this Ordinance (assuming all such indebtedness constitutes debt in the constitutional sense under the Indiana Constitution), is \$26,585,000 and does not exceed any constitutional or statutory limitations on indebtedness, and the net assessed valuation of taxable property in the County, as shown by the last complete and full assessment for state and county taxes is \$30,568,328,328; such assessment and outstanding indebtedness amounts shall be verified at the time of payment for and delivery of the bonds herein authorized;

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

BE IT ORDAINED BY THE COUNTY COUNCIL OF LAKE COUNTY, INDIANA, THAT:

Section 1. Authorization of Project. The County shall proceed with the Project as set forth in this Ordinance. The estimated cost of the Project is anticipated to be approximately Ninety-Nine Million Dollars (\$99,000,000), of which a portion of the costs thereof shall be funded with proceeds of the bonds herein authorized and, if necessary, BANs, in a maximum principal amount not to exceed Thirty-Two Million Five Hundred Thousand Dollars (\$32,500,000), plus investment earnings on the BAN and bond proceeds, without further authorization of the County Council. The terms "sewage works," "sewage works system," "Calumet Township System," and similar terms used in this Ordinance shall be construed to mean and include the Treatment Works, as defined in the Financial Assistance Agreement between the County and the Indiana Finance Authority, if the Bonds herein authorized are sold to the Indiana Finance Authority, and also includes the existing Calumet Township System, and all real estate and equipment used in connection therewith and appurtenances thereto, and all extensions, additions, improvements thereto and replacements thereof now or at any time hereafter constructed or acquired. The Project shall be constructed and the BANs and bonds herein authorized shall be issued pursuant to and in accordance with the Act.

In the event the Bonds or BANs are purchased by the Indiana Finance Authority as part of the IFA Program, the County must (a) agree to own, operate, and maintain the Calumet Township System and the Project for the duration of their useful life and (b) represent and warrant to the Indiana Finance Authority that the County has no intent to sell, transfer, or lease the Calumet Township System or the Project for the duration of their useful life.

Section 2. Issuance of BANs.

(a) The County shall issue, if necessary, its BANs for the purpose of procuring interim financing to apply on the costs of the Project, capitalized interest, if necessary, and to pay cost of issuance. The County may issue its BANs in an aggregate principal amount not to exceed Thirty-Two Million Five Hundred Thousand Dollars (\$32,500,000) to be designated "Economic Development Income Tax Revenue Bond Anticipation Notes, Series 202__", to be completed with the year in which issued. The BANs shall be sold at not less than 99% of their par value, numbered consecutively from 1 upward and shall be in denominations of Five Thousand Dollars (\$5,000) and integral multiples thereof (or in the case of any Bonds sold to the Indiana Finance Authority as a part of the IFA Program, \$1.00 or any integral multiple thereof consistent with the requirements of the IFA Program). The BANs shall be dated as of the date of delivery thereof and shall bear interest at a rate not to exceed 6.0% per annum (the exact rate or rates to be determined through negotiations with the purchaser of the BANs) payable either upon maturity or redemption. Interest on the BANs may, as determined by the Auditor, with the advice of Baker Tilly Municipal Advisors, LLC, the municipal advisor to the County for financing purposes (the "Municipal Advisor"), also be payable semiannually on January 15 and July 15 of each year, commencing on either the first January 15 or the first July 15 following delivery of the BANs.

(b) The BANs will mature no later than five (5) years after their date of delivery. The BANs are subject to renewal or extension at an interest rate or rates not to exceed 6.0% per annum (the exact rate or rates to be negotiated with the purchaser of the BANs). The term of the BANs and all renewal BANs may not exceed five (5) years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof. Interest on the BANs shall be calculated according to a 360-day calendar year containing twelve 30-day months.

(c) The BANs shall be issued pursuant to IC 5-1.5-8-6.1 if sold to the Indiana Bond Bank or pursuant to IC 5-1-14-5 if sold to a financial institution or any other purchaser unless sold to the Indiana Finance Authority pursuant to the IFA Program pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10. The County shall pledge to the payment of the principal of and interest on the BANs the proceeds from the issuance of revenue bonds pursuant to and in the manner prescribed by the Act. Interest on the BANs may also be payable from capitalized interest if necessary, as determined by the Auditor, with the advice of the County's Municipal Advisor, prior to the sale of the BANs.

Section 3. Issuance of Bonds.

(a) The County shall issue its bonds, in one or more series, in the aggregate principal amount not to exceed Thirty-Two Million Five Hundred Thousand Dollars (\$32,500,000) to be designated "Economic Development Income Tax Revenue Bonds, Series 202__", to be completed with the year in which issued and, if applicable, appropriate series designation (the "Bonds"), for the purpose of procuring funds to apply on the costs of the Project, refunding the BANs, if issued, funding a debt service reserve, if necessary, and costs of issuance of the Bonds, including, if necessary, costs of a rating, insurance and/or a debt service reserve surety. If the Bonds are sold in more than one series, any sale and issuance of Bonds which follows the issuance of the first series of Bonds hereunder shall be subject to the requirements established by Section 19 of this Ordinance.

(b) The Bonds shall be issued and sold at a price not less than 99% of the par value thereof. The Bonds shall be issued in fully registered form in denominations of Five Thousand Dollars (\$5,000) each or integral multiples thereof or \$1.00 consistent with the requirements of the IFA Program. The Bonds shall be numbered consecutively from 1 up and shall be originally dated as of their date of delivery. The Bonds shall bear interest at a rate or rates not exceeding 6.0% per annum if sold to any purchaser (the exact rate or rates to be determined by bidding or through negotiation) or not exceeding five percent (5.0%) if sold to the Indiana Finance Authority pursuant to the IFA Program. Interest is payable semiannually on January 15 and July 15 in each year, commencing on the January 15 or July 15 following the issuance of the Bonds, all as determined by the Auditor, with the advice of the Municipal Advisor, and as set forth in the bond sale notice if the Bonds are sold competitively pursuant to IC 5-1-11, as amended. The Bonds shall mature semiannually on January 15 and July 15 of each year over a period ending no later than 35 years after the date of the issuance of the Bonds, and in such amounts as is deemed appropriate by the Auditor, with the advice of the Municipal Advisor. If sold to the IFA Program, then the Bonds shall mature semiannually on January 15 and July 15 of each year over a period ending no later than 35 years after the date of the issuance of the Bonds, and in such amounts that will produce annual debt service that is as level as practicable, except as otherwise provided in the Financial Assistance Agreement. The first principal payment shall be no later than six (6) months following completion of the Project.

(c) All or a portion of the Bonds may be issued as one or more term bonds, upon election of the purchaser. Such term bonds shall have a stated maturity or maturities consistent with the maturity schedule determined in accordance with the preceding paragraph, on the dates as determined by the purchaser, but in no event later than the last serial maturity date of the Bonds as determined in the preceding paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates which are hereafter determined in accordance with the preceding paragraph.

(d) The Bonds will be payable solely from and constitute a first charge against the EDIT Allocation and, to the extent the EDIT Allocation is not sufficient, (i) from available Net Revenues of the Calumet Township System, and (ii) to the extent necessary to market the Bonds, from an *ad valorem* property tax to be levied on all taxable property, both real and personal, within the County. For purposes of this Ordinance, (i) "Net Revenues" shall be defined as the gross revenues, inclusive of System Development Charges (as hereinafter defined), of the Calumet Township System, including all real estate, equipment and appurtenances thereto used in connection therewith, and all extensions, additions and improvements thereto and replacements thereof, now or at any time hereafter constructed or acquired remaining after the payment of the reasonable expense of operation, repair and maintenance of the Calumet Township System, and (ii) "System Development Charges" shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges that are available for deposit under this Ordinance. Interest on the Bonds shall be calculated according to a 360-day calendar year containing twelve 30-day months.

Section 4. Registrar and Paying Agent.

(a) The Auditor is hereby authorized to serve as, or to select and appoint a qualified financial institution to serve as, the Registrar and Paying Agent for the Bonds and the BANs, which Registrar is hereby charged with the responsibility of authenticating the Bonds (the "Registrar" or "Paying Agent"). The Auditor is hereby authorized to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of a Registrar and Paying Agent. The Auditor is further authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the Bond Fund (as hereinafter defined) established to pay the principal of and interest on the Bonds as fiscal agency charges. As to the BANs and as to the Bonds, if sold to a purchaser that does not object to such designation, the Auditor may serve as Registrar and Paying Agent and is, in such case, hereby charged with the duties of a Registrar and Paying Agent.

(b) The principal of the Bonds shall be payable at the principal office of the Paying Agent and all payments of interest on the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof, as of the fifteenth (15th) day immediately preceding each interest payment date (the "Record Date"), at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner on or before such Record Date. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the BANs or the Bonds are registered in the name of the Indiana Finance Authority, the principal thereof and interest thereon shall be paid by wire transfer to such financial institution if and as directed by the Indiana Finance Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Indiana Finance Authority is the owner of the BANs or the Bonds, the BANs or the Bonds shall be presented for payment as directed by the Indiana Finance Authority. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

All payments on the BANs and Bonds shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts.

(d) Each Bond shall be transferable or exchangeable only upon the books of the County kept for that purpose at the principal office of the Registrar, by the registered owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the County. The County and the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

(e) Interest on Bonds which are authenticated on or before the Record Date which precedes the first interest payment date shall be paid from their original date; provided that interest on the Bonds sold to the Indiana Finance Authority shall begin to accrue commencing from the dates of payment on the Bonds. Interest on Bonds authenticated subsequent to the Record Date which precedes the first interest payment date thereon shall be paid from the interest payment date to which interest has been paid as of the date on which such Bonds are authenticated, unless a Bond is authenticated between the Record Date and the interest payment date in which case the interest shall be paid from such interest payment date.

Section 5. Redemption of BANs. Commencing one hundred eighty (180) days after their date of delivery, the BANs are prepayable by the County, in whole or in part, on any date, upon thirty (30) days' notice to the owner of the BANs, without any premium.

Section 6. Redemption of Bonds.

(a) The Bonds are redeemable at the option of the County, but no sooner than five (5) years after their date of delivery (or at any time for any Bonds purchased by the Indiana Finance Authority as part of the IFA Program), or any date thereafter, on 30 days' notice, in whole or in part, in any order of maturity (or in the case of any Bonds sold to the Indiana Finance Authority as part of the IFA Program, in inverse order of maturity on 60 days' notice) and by lot within a maturity, at the par amount thereof, together with a premium not greater than 1% (or without any redemption premium for any Bonds purchased by the Indiana Finance Authority as part of the IFA Program) so, plus, in each case, accrued interest, if any, to the date fixed for redemption. The exact redemption dates and premiums shall be established by the Auditor with the advice of the Municipal Advisor.

(b) If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the County, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before sixty-five (65) days preceding the applicable mandatory redemption date, if the Bonds are sold to the Indiana Finance Authority pursuant to the IFA Program or the Indiana Bond Bank, or on or before forty-five (45) days preceding the applicable mandatory redemption date, if the Bonds are sold to any other purchaser.

(c) Each \$5,000 principal amount shall be considered a separate Bond for purposes of optional and mandatory redemption. If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the

same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

(d) In either case, notice of redemption shall be given not less than thirty (30) days (or in the case of any Bonds sold to the Indiana Finance Authority as part of the IFA Program, sixty (60) days) prior to the date fixed for redemption unless such redemption notice is waived by the owner of the Bond or Bonds redeemed. Such notice shall be mailed to the address of the registered owner as shown on the registration record of the County as of the date which is forty-five (45) days (or in the case of any Bonds sold to the Indiana Finance Authority as part of the IFA Program, seventy-five (75) days) prior to such redemption date. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the County. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

Section 7. Book-Entry Provisions.

(a) The County may, upon the advice of its Municipal Advisor, have the Bonds held by a central depository system pursuant to an agreement between the County and The Depository Trust Company, New York, New York (the "DTC") and have transfers of the Bonds effected by book-entry on the books of the central depository system. In such case, the Bonds shall be issued in the name of Cede & Co., as nominee for DTC, as registered owner of the Bonds, and held in the custody of DTC and the terms and conditions of this Section 7 shall apply.

(b) If the Bonds are held by DTC, a single certificate will be issued and delivered to DTC for each maturity of the Bonds. The actual purchasers of the Bonds ("Beneficial Owners") will not receive physical delivery of the Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of the Bonds is to receive, hold, or deliver any Bond certificate.

(c) For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner's allocable share of any tax, fee, or other governmental charge that may be imposed in relation thereto. Bond certificates are required to be delivered to and registered in the name of the Beneficial Owner, under the following circumstances:

(i) DTC determines to discontinue providing its service with respect to the Bonds (such a determination may be made at any time by giving thirty (30) days' notice to the County and the Registrar and discharging its responsibilities with respect thereto under applicable law), or

(ii) the County determines that continuation of the system of book-entry transfers through DTC (or a successor securities depository) is not in the best interests of the Beneficial Owners.

(d) The County and the Registrar will recognize DTC or its nominee as the holder of the Bonds for all purposes, including notices and voting. The County and the Registrar covenant and agree, so long as DTC shall continue to serve as securities depository for the Bonds, to meet the requirements of DTC with respect to required notices and other provisions of a Letter of Representations between the County and DTC. If necessary to comply with the terms and provisions of the Letter of Representations, a supplemental ordinance shall be adopted to amend this Ordinance as necessary.

(e) The Registrar is authorized to rely conclusively upon a certificate furnished by DTC and corresponding certificates from DTC participants and indirect participants as to the identity of, and the respective principal amount of Bonds beneficially owned by, the Beneficial Owner or Beneficial Owners.

(f) The County may, upon the advice of its Municipal Advisor, have the BANs held in the custody of DTC. In such case, the aforementioned terms and conditions of this Section 7 shall apply to the BANs.

Section 8. Execution of Bonds and BANs; Pledge of EDIT Allocation to Bonds.

(a) The BANs and Bonds shall be signed in the name of the County by the manual or facsimile signature of the Commissioners and attested by the manual or facsimile signature of the Auditor, who shall affix the seal of said County to each of said Bonds and BANs manually or shall have the seal imprinted or impressed thereon by facsimile. These officials, by the signing of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures their facsimile signatures appearing on said Bonds and BANs. In case any officer whose signature or facsimile signature appears on the Bonds or BANs shall cease to be such officer before the delivery of the Bonds or BANs, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Bonds shall also be authenticated by the manual signature of an authorized representative of the Registrar and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

(b) The Bonds, as to both principal and interest, shall be payable from and secured by an irrevocable pledge of and shall constitute a first charge upon the EDIT Allocation and, to the extent the EDIT Allocation is not sufficient, (i) from available Net Revenues of the Calumet Township System (including any System Development Charges), and (ii) to the extent necessary to market the Bonds, from an *ad valorem* property tax to be levied on all taxable property, both real and personal, within the County. The County hereby irrevocably pledges the EDIT Allocation and investment earnings on the EDIT Allocation to secure the payment of the interest on and principal of the Bonds, such pledge to be effective as set forth in IC 5-1-14-4 without recording or filing. The County has not pledged or otherwise encumbered the EDIT Allocation and there are no prior liens, encumbrances or other restrictions on the EDIT Allocation or on the County's ability to pledge the EDIT Allocation.

(c) The Bonds are within every limit of indebtedness of the County as prescribed by the constitution of the State of Indiana. The County shall not be obligated to pay the Bonds or the interest thereon except from the EDIT Allocation and, to the extent the EDIT

Allocation is not sufficient, from (i) available Net Revenues of the Calumet Township System described above (including any System Development Charges), and (ii) to the extent necessary to market the Bonds, from an *ad valorem* property tax to be levied on all taxable property, both real and personal, within the County, each, as applicable, deposited in the Bond Fund, and the Bonds shall not constitute a general obligation of the County. The Bonds and BANs shall have all of the qualities of negotiable instruments under the laws of the State of Indiana subject to the provisions for registration herein.

Section 9. Form of Bonds. The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

**** Form of Bond ****

[Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Registrar or its agent for registration or transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.]

No. _____

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF LAKE

ECONOMIC DEVELOPMENT INCOME TAX REVENUE BONDS, SERIES 2024

[Maturity Date] [Interest Rate] [Original Date] [Authentication Date] [CUSIP]

Registered Owner:

Principal Sum:

Lake County, Indiana (the "County"), State of Indiana, for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum set forth above on the Maturity Date set forth above (unless this Bond be subject to and shall have been duly called for redemption and payment as provided for herein), and to pay interest hereon until the Principal Sum shall be fully paid at the rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this Bond unless this Bond is authenticated after the fifteenth day preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this Bond is authenticated on or before _____, 202__, in which case it shall bear interest from the Original

Date, which interest is payable semiannually on January 15 and July 15 of each year, beginning on _____, 202__. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

The principal of this Bond is payable at the principal office of [_____] (the "Registrar" or "Paying Agent"), in the [City of _____], [_____]. All payments of interest on this Bond shall be paid by [check mailed one business day prior to the interest payment date] [wire transfer for deposit to a financial institution as directed by the Indiana Finance Authority on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date] to the registered owner hereof, as of the fifteenth (15th) day preceding such interest payment date, at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the Bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

THE COUNTY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE EDIT ALLOCATION AND, TO THE EXTENT THE EDIT ALLOCATION IS NOT SUFFICIENT, FROM AVAILABLE NET REVENUES OF THE CALUMET TOWNSHIP SYSTEM, DEPOSITED IN THE BOND FUND (AS DEFINED IN THE HEREINAFTER DEFINED ORDINANCE), INVESTMENT EARNINGS ON ANY CASH OR SECURITIES HELD IN THE BOND FUND, [AND/OR AN *AD VALOREM* PROPERTY TAX TO BE LEVIED ON ALL TAXABLE PROPERTY, BOTH REAL AND PERSONAL, WITHIN THE COUNTY,] AND NEITHER THIS BOND NOR THE ISSUE OF WHICH IT IS A PART SHALL IN ANY RESPECT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY.

This Bond is one of an authorized issue of Bonds of Lake County, Indiana, of like tenor and effect, except as to numbering, interest rate, and dates of maturity, in the total amount of [_____ Dollars (\$ _____)] [for this series] (the "Bonds"), numbered from 1 up, issued for the purpose of providing funds to [refund interim notes issued in anticipation of the Bonds] [and] be applied on the cost of funding the construction of certain sewage works utility and infrastructure improvements and extensions required for the County's Calumet Township Septic Tank Elimination Project located within Calumet Township, together with all related improvements, equipment and incidental expenses in connection therewith and on account of the issuance of the Bonds therefor, as authorized by an amended and restated ordinance adopted by the County Council of Lake County, Indiana, on the ___ day of May, 2024, entitled "AN ORDINANCE OF LAKE COUNTY, INDIANA, AMENDING AND RESTATING ORDINANCE NO. 1492E AND AUTHORIZING THE ISSUANCE AND SALE OF BONDS OF THE COUNTY AND, IF NECESSARY, BOND ANTICIPATION NOTES, FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED ON THE COST OF CONSTRUCTION OF ADDITIONS AND IMPROVEMENTS TO THE SEWAGE WORKS SYSTEM OF LAKE

COUNTY, INDIANA, TOGETHER WITH ALL RELATED IMPROVEMENTS, EQUIPMENT AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF BONDS THEREFOR” (the “Ordinance”), and in accordance with Indiana law, including without limitation Indiana Code 5-1-14 and Indiana Code 6-3.6, each as in effect on the issue date of the Bonds (the “Act”).

[Reference is hereby made to the Financial Assistance Agreement between the County and the Indiana Finance Authority as to certain terms and covenants pertaining to the sewage works project and this Bond (the “Financial Assistance Agreement”).]

[The Bonds shall be initially issued in a book entry system by The Depository Trust Company (“DTC”). The provisions of this Bond and of the Ordinance are subject in all respect to the provisions of the Letter of Representations between the County and DTC, or any substitute agreement affecting such book entry system under DTC.]

Pursuant to the provisions of said Act and said Ordinance, the principal of and interest on this Bond and all other Bonds of this issue, are payable solely from the EDIT Allocation and, to the extent the EDIT Allocation is not sufficient, from available Net Revenues of the Calumet Township System (including any System Development Charges (each as defined in the Ordinance)), [and an *ad valorem* property tax to be levied on all taxable property, both real and personal, within the County] deposited in the Bond Fund. The County reserves the right to issue Future Parity Obligations (as defined in the Ordinance) on a parity with this Bond, as provided in the Ordinance.

Lake County, Indiana irrevocably pledges the EDIT Allocation to the prompt payment of the principal of and interest on the Bonds authorized by said Ordinance, of which this is one, and covenants that it will cause to be fixed, maintained and collected such rates and charges for service rendered by said works as are sufficient in each year for the payment of the proper and reasonable expenses of [Operation and Maintenance (as defined in the Financial Assistance Agreement)][operation, repair and maintenance] of said works. If the County or the proper officers of the County shall fail or refuse to so fix, maintain and collect such rates or charges, or if there shall be a default in the payment of the interest on or principal of this Bond, the owner of this Bond shall have all of the rights and remedies provided for in the Act, including the right to have a receiver appointed to administer the works and to charge and collect rates sufficient to provide for the payment of this Bond and the interest hereon.

The County further covenants that it will set aside and pay into its Bond Fund a sufficient amount of EDIT Allocation to meet (a) the interest on all bonds which by their terms are payable from the EDIT Allocation, as such interest shall fall due, (b) the necessary fiscal agency charges for paying the bonds and interest, (c) the principal of all bonds which by their terms are payable from the EDIT Allocation, as such principal shall fall due, and (d) an additional amount to create and maintain the reserve required by the Ordinance. Such required payments shall constitute a first charge upon the EDIT Allocation.

The Bonds of this issue maturing on [_____, 20__], and thereafter, are redeemable at the option of the County on [_____, 20__], or any date thereafter, on [sixty (60)] [thirty (30)] days’ notice, in whole or in part, [in inverse order of maturity] [in the order

of maturity as determined by the County] and by lot within a maturity, at face value [together with the following premiums:

- _% if redeemed on _____ 1, 20__ or thereafter
on or before _____, 20__;
- _% if redeemed on _____ 1, 20__ or thereafter
on or before _____, 20__;
- 0% if redeemed on _____ 1, 20__, or thereafter
prior to maturity;]

plus in each case accrued interest to the date fixed for redemption.

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

| <u>Date</u> | <u>Amount</u> |
|-------------|---------------|
|-------------|---------------|

*Final Maturity]

Each [Five Thousand Dollars (\$5,000)][One Dollar (\$1)] principal amount shall be considered a separate bond for purposes of optional [and mandatory] redemption. If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar. [If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.]

Notice of redemption shall be mailed to the address of the registered owner as shown on the registration record of the County, as of the date which is [sixty-five (65)] [forty-five (45)] days prior to such redemption date, not less than [sixty (60)] [thirty (30)] days prior to the date fixed for redemption. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the County. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice, if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

If this Bond shall not be presented for payment or redemption on the date fixed therefor, the County may deposit in trust with its depository bank, an amount sufficient to pay such Bond or the redemption price, as the case may be, and thereafter the registered owner shall look only to the funds so deposited in trust with said bank for payment and the County shall have no further obligation or liability in respect thereto.

This Bond is transferable or exchangeable only upon the books of the County kept for that purpose at the office of the Registrar, by the registered owner hereof in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of

transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. The County, the Registrar and any paying agent for this Bond may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

This Bond is subject to defeasance prior to redemption or payment as provided in the Ordinance referred to herein. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. The Ordinance may be amended without the consent of the owners of the Bonds as provided in the Ordinance.

The Bonds maturing in any one year are issuable only in fully registered form in the denomination of [_____ Dollars (\$ _____)] [or][and] any [\$5,000][One Dollar (\$1)] integral multiple [in excess] thereof not exceeding the aggregate principal amount of the Bonds maturing in such year.

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

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

IN WITNESS WHEREOF, Lake County, Indiana, has caused this Bond to be executed in its corporate name by the manual or facsimile signature of the Board of Commissioners, its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by its County Auditor.

LAKE COUNTY, INDIANA

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

ATTEST:

County Auditor

[SEAL]

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

It is hereby certified that this Bond is one of the Bonds described in the Ordinance.

[_____],
as Registrar

By: _____
Authorized Representative

[MUNICIPAL BOND INSURANCE LEGEND]
ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____, the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within Bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

**** End of Bond Form ****

Section 10. Preparation and Sale of BANs and Bonds; Official Statement; Investment Letter; Rating; and Municipal Bond Insurance.

(a) The Auditor is hereby authorized and directed to have said BANs and Bonds prepared, and the Commissioners and the Auditor are hereby authorized and directed to execute said BANs and Bonds in the form and manner herein provided. The Auditor is hereby authorized and directed to deliver said BANs and Bonds to the respective purchasers thereof after sale made in accordance with the provisions of this Ordinance, provided that at the time of said delivery the Auditor shall collect the full amount which the respective purchasers have agreed to pay therefor, which amount shall not be less than 99% of the par value of said BANs and not less than 99% of the par value of said Bonds, as the case may be. The County may receive payment for the Bonds and BANs in installments. The proper officers of the County are hereby directed to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this Ordinance.

(b) The preparation and distribution of an official statement (preliminary and final) on behalf of the County for the Bonds is hereby authorized. The Commissioners and Auditor are hereby authorized and directed to execute any such preliminary official statement on behalf of the County in a form consistent with this Ordinance and are further authorized to designate any such preliminary official statement as "nearly final" for purposes of Rule 15c2-12 (the "Rule") as promulgated by the Securities and Exchange Commission.

(c) Alternatively, in lieu of preparing and distributing an official statement, the County may obtain a sophisticated investment letter from the purchaser of the Bonds or BANs at the time of delivery of the Bonds or BANs which satisfies applicable state and federal securities laws.

(d) The Auditor, with the advice of the County's Municipal Advisor, is hereby authorized to obtain one or more ratings for the Bonds if such rating or ratings will facilitate the sale of the Bonds.

(e) In the event the Municipal Advisor to the County certifies to the County that it would be economically advantageous for the County to obtain bond insurance for the Bonds, the County hereby authorizes the purchase of such bond insurance. In such case, the Commissioners and the Auditor are hereby authorized to execute and deliver all agreements with the provider of the bond insurance to the extent necessary to comply with the terms of such bond insurance and the commitment to issue such bond insurance. The acquisition of bond insurance is hereby deemed economically advantageous if the difference between the present value of (i) the total debt service on the Bonds if issued without the bond insurance and (ii) the total debt service on the Bonds if issued with the bond insurance, is greater than the cost of the premium for the bond

insurance. The cost of obtaining bond insurance shall be considered as a part of the cost of issuance of the Bonds and may be paid out of the proceeds of the Bonds or out of other funds of the County.

Section 11. Bond Sale Notice.

(a) If the Bonds will be sold at a competitive sale, the Auditor shall cause to be published either (i) a notice of such sale in the authorized newspaper(s) published in the County, two (2) times, at least one week apart, the first publication made at least fifteen (15) days before the date of the sale and the second publication being made at least three (3) days before the date of the sale, or (ii) a notice of intent to sell bonds in the authorized newspaper(s) and the *Indianapolis Business Journal*, all in accordance with IC 5-1-11 and IC 5-3-1, as amended. The notice shall state the character and amount of the Bonds, the maximum rate of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Auditor and the attorneys employed by the County shall deem advisable and any summary notice may contain any information deemed so advisable. The notice may provide, among other things, that the successful bidder shall be required to assist the County in establishing the initial issue price of the Bonds, that electronic bidding will be permitted, that the successful bidder shall be required to deliver a wire or a certified or cashier's check in an amount equal to one percent (1%) of the principal amount of the Bonds described in the notice no later than 3:30 p.m. on the first business day following the award, and that in the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then said wire or check and the proceeds thereof shall be the property of the County and shall be considered as its liquidated damages on account of such default; that bidders for said Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-eighth (1/8), one-twentieth (1/20) or one-hundredth (1/100) of one percent (1%). No conditional bid or bid for less than 99% of the par value of the Bonds will be considered. The opinion of Taft Stettinius & Hollister LLP, nationally recognized bond counsel of Indianapolis, Indiana, approving the legality of said Bonds, will be furnished to the purchaser at the expense of the County.

(b) The Bonds shall be awarded by the Auditor to the best bidder who has submitted its bid in accordance with the terms of this Ordinance, IC 5-1-11 and the notice of sale. The best bidder will be the one who offers the lowest net interest cost to the County, to be determined by computing the total interest on all of the Bonds to their maturities, adding thereto the discount bid, if any, and deducting the premium bid, if any. The right to reject any and all bids shall be reserved. If an acceptable bid is not received on the date of sale, the sale may be continued from day to day thereafter without further advertisement for a period of thirty (30) days, during which time no bid which provides a higher true interest cost to the County than the best bid received at the time of the advertised sale will be considered.

(c) As an alternative to public sale, the County may negotiate the sale of one or more series of the Bonds to the Indiana Finance Authority. The Commissioners and the Auditor are hereby authorized to (i) submit an application to the IFA Program, (ii) execute the Financial

Assistance Agreement (in substantially the form attached as Exhibit B hereto and made a part hereof and including any amendment thereof) with the Indiana Finance Authority, and (iii) sell one or more series of the Bonds upon such terms as are acceptable to the Commissioners and the Auditor consistent with the terms of this Ordinance. The Financial Assistance Agreement (including any amendment thereof) for one or more series of the Bonds and the Project shall be executed by either of the authorized officers of the County and the Indiana Finance Authority. The substantially final form of the Financial Assistance Agreement is hereby approved by the County Council, and the Commissioners and the Auditor are hereby authorized to execute and deliver the same and to approve any changes in form or substance to the Financial Assistance Agreement, and such approval shall be conclusively evidenced by its execution. The Commissioners and the Auditor are hereby authorized to execute and deliver an amended and restated Financial Assistance Agreement or a subsequent Financial Assistance Agreement if an earlier series of Bonds has been purchased by the Indiana Finance Authority and may approve any changes in form or substance to the attached Financial Assistance Agreement as they determined to be necessary or desirable in connection therewith, and such approval shall be conclusively evidenced by its execution.

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

Section 12. Use of Proceeds.

(a) The accrued interest received at the time of the delivery of the Bonds, if any, shall be deposited in the Bond Fund. The remaining proceeds from the sale of the Bonds, to the extent not used to refund BANs, and BAN proceeds shall be deposited in a bank or banks which are legally designated depositories for the funds of the County, in a special account or accounts to be designated as the "Lake County 2024 Sewage Works Construction Account" (the "Construction Account"). All funds deposited to the credit of said Bond Fund or Construction Account shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10, and the acts amendatory thereof and supplemental thereto. The funds in the Construction Account shall be expended only for the purpose of paying the cost of the Project, refunding the BANs, if issued, or as otherwise required by the Act or for the expenses of issuance of the Bonds or BANs. The cost of obtaining

the legal services of Taft Stettinius & Hollister LLP shall be considered as a part of the cost of the Project on account of which the BANs and Bonds are issued.

(b) Any balance or balances remaining unexpended in such special account or accounts after completion of the Project, which are not required to meet unpaid obligations incurred in connection with such Project, shall either (1) be paid into the Bond Fund and used solely for the purposes thereof or (2) be used for the same purpose or type of project for which the Bonds were originally issued, all in accordance with IC 5-1-13, as amended and supplemented.

(c) The County hereby declares its "official intent," as such term is used in the Reimbursement Regulations, to reimburse the County's advances to the Project, such advances from the County's General Fund, from proceeds of the BANs or the Bonds herein authorized by this Ordinance. The County reasonably expects to make such advances for the costs of the Project.

(d) With respect to any series of Bonds sold to the Indiana Finance Authority, to the extent that (a) the total principal amount of the Bonds is not paid by the purchaser or drawn down by the County or (b) proceeds remain in the Construction Account and are not applied to the Project (or any modifications or additions thereto approved by the County and the Indiana Finance Authority), the County shall reduce the principal amount of the Bond maturities to effect such reduction in a manner that will still achieve as level as annual debt service as practicable as described in Section 3 subject to and upon the terms forth in the Financial Assistance Agreement.

(e) If any series of Bonds is sold to the Indiana Finance Authority, moneys deposited in the Construction Account may be held by a financial institution as permitted by this Ordinance.

Section 13. Revenues. There is hereby created the Sewage Works Revenue Fund (the "Revenue Fund"). All income and revenues derived from the operation of the Calumet Township System and from the collection of sewer rates and charges (including any System Development Charges) shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall be maintained separate and apart from all other accounts of the County. Out of these revenues, the proper and reasonable expenses of operation, repair and maintenance of the Calumet Township System shall be paid and the costs of replacements, extensions, additions and improvements to the works shall be paid. All moneys deposited in the Revenue Fund may be invested in accordance with IC 5-13, IC 5-1.2-1 through IC 5-1.2-4, and IC 5-1.2-10, and other applicable laws. No moneys derived from the revenues of the Calumet Township System shall be transferred to the general fund of the County or be used for any purpose not connected with the Calumet Township System.

Section 14. Operation and Maintenance Fund. There is hereby created the Operation and Maintenance Fund for the Calumet Township System (the "O&M Fund"). There shall be transferred from the Revenue Fund and credited to the O&M Fund, on or before the last day of each calendar month a sufficient amount of the revenues of the Calumet Township System so that the balance in the O&M Fund shall be sufficient to pay the expenses of operation, repair and maintenance of the Calumet Township System for the then next succeeding two (2) calendar

months. The moneys credited to the O&M Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the Calumet Township System on a day-to-day basis, but none of the monies in such fund shall be used for depreciation, replacements or improvements. Any moneys in said fund in excess of the expected expenses of operation, repair and maintenance for the next succeeding two (2) months may be transferred to the Bond Fund if necessary to prevent a default in the payment of principal of or interest on the outstanding bonds of the Calumet Township System.

Section 15. Bond Fund. There is hereby created a Bond Fund (the "Bond Fund"). After meeting the requirements of the O&M Fund set forth above, there shall be set aside and deposited in the Bond Fund, as available, and as provided below, a sufficient amount of the EDIT Allocation to meet the requirements of the Bond and Interest Account and the Debt Service Reserve Account hereby created in the Bond Fund, and, to the extent the EDIT Allocation is insufficient, (i) Net Revenues of the Calumet Township System, and (ii) if deemed necessary to market the Bonds, *ad valorem* property tax revenues levied and collected on all taxable property, both real and personal, within the County. Such payments shall continue until the balance in the Bond and Interest Account, plus the balance in the Debt Service Reserve Account, equals the amount needed to redeem all of the then outstanding Bonds and provide for the payment of all fiscal agency charges.

(a) Bond and Interest Account. There is hereby created, within said Bond Fund, the "Bond and Interest Account". If the Bonds are sold to the Indiana Finance Authority pursuant to the IFA Program, the County shall,

(i) on or before June 30, 2024, deposit into the Bond Fund and credited to the Bond and Interest Account one hundred percent (100%) (or such lesser percent in order to meet the Bond Fund funding requirements herein) of the EDIT Allocation received by the County during the month of June, 2024 for the purpose of funding the aggregate debt service on the Bonds payable July 15, 2024 and January 15, 2025 and, to the extent such deposit does not fully fund such Bond Fund funding requirement, additional deposits equal to one hundred percent (100%) (or such lesser percent in order to meet the funding requirements herein) of the EDIT Allocation received by the County in each consecutive calendar month shall be deposited into the Bond Fund on or before the last day of each consecutive calendar month following June 30, 2024, until the Bond Fund is fully funded as required herein. There shall similarly be credited to the Bond and Interest Account any amount necessary to pay the bank fiscal agency charges for paying interest on outstanding Bonds as the same become payable. The County shall, from the sums deposited in the Bond Fund and credited to the Bond and Interest Account, remit promptly to the registered owner or to the bank fiscal agency sufficient moneys to pay the interest and principal on the due dates thereof together with the amount of bank fiscal agency charges; and

(ii) on or before January 31st of each calendar month commencing January 31, 2025, and continuing so long as any of the Bonds remain outstanding, deposit into the Bond Fund one hundred percent (100%) (or such lesser percent in order to meet the Bond Fund funding requirements herein) of the EDIT Allocation received by the County during each calendar month of January for the purpose of funding the maximum annual debt service on

the Bonds payable on the then next succeeding July 15 and January 15 and, to the extent such deposit does not fully fund such Bond Fund funding requirement, one hundred percent (100%) (or such lesser percent in order to meet the funding requirements herein) of the EDIT Allocation received by the County in each consecutive calendar month thereafter shall be deposited into the Bond Fund on or before the last day of each consecutive calendar month, until the Bond Fund is fully funded as required herein. There shall similarly be credited to the Bond and Interest Account any amount necessary to pay the bank fiscal agency charges for paying interest on outstanding Bonds as the same become payable. The County shall, from the sums deposited in the Bond Fund and credited to the Bond and Interest Account, remit promptly to the registered owner or to the bank fiscal agency sufficient moneys to pay the interest and principal on the due dates thereof together with the amount of bank fiscal agency charges.

If any Bonds are sold to any purchaser other than the Indiana Finance Authority, there shall be credited on the last day of each calendar month from the Bond Fund to the Bond and Interest Account an amount of the EDIT Allocation and, to the extent the EDIT Allocation is insufficient, (i) Net Revenues of the Calumet Township System, and (ii) if deemed necessary to market the Bonds, *ad valorem* property tax revenues levied and collected on all taxable property, both real and personal, within the County, equal to (i) at least one-sixth (1/6) of the interest on all then outstanding Bonds payable on the then next succeeding interest payment date and (ii) at least one-sixth (1/6) of the principal of all then outstanding Bonds payable on the then next succeeding principal payment date, until the amount of interest and principal payable on the then next succeeding interest and principal payment dates shall have been so credited. There shall similarly be credited to the account any amount necessary to pay the bank fiscal agency charges for paying interest on outstanding Bonds as the same become payable. The County shall, from the sums deposited in the Bond Fund and credited to the Bond and Interest Account, remit promptly to the registered owner or to the bank fiscal agency sufficient moneys to pay the interest and principal on the due dates thereof together with the amount of bank fiscal agency charges.

(b) Debt Service Reserve Account. There is hereby created, within the Bond Fund, the Debt Service Reserve Account (the "Reserve Account"). Prior to the sale of the Bonds, the Auditor shall determine, with the advice of the County's Municipal Advisor, whether the Reserve Account shall be funded in connection with the Bonds and, if so, the amount to be reserved in the Reserve Account (the "Reserve Requirement"); provided, however, if the Bonds are sold to the Indiana Finance Authority pursuant to the IFA Program then the Reserve Requirement shall equal but not exceed the maximum annual debt service on the Bonds, and any Future Parity Obligations (as hereinafter defined). If the Auditor determines that the Reserve Account shall be so funded, the terms and provisions of such Reserve Account, including the Reserve Requirement, shall be set forth in a certificate of the Auditor prior to the delivery of the Bonds which shall in all instances be consistent with the terms and provisions of this Ordinance (such certificate, herein the "Reserve Account Certificate"). If the Reserve Account is to be funded for the Bonds, the following paragraphs of this Section 15(b) shall apply in addition to those set forth in the Reserve Account Certificate.

The County may deposit funds on hand, EDIT Allocation proceeds, Bond proceeds, or a combination thereof into the Reserve Account. Except as otherwise provided herein, the balance to be maintained in the Reserve Account shall equal but not exceed the Reserve Requirement as set forth in the Reserve Account Certificate; provided that the Reserve Requirement shall not in any event exceed the least of (i) the maximum annual debt service on the Bonds, (ii) 125% of average annual debt service on the Bonds or (iii) 10% of the proceeds of the Bonds; provided, further, if the Bonds are sold to the Indiana Finance Authority pursuant to the IFA Program then the Reserve Requirement shall equal but not exceed the maximum annual debt service on the Bonds, and any Future Parity Obligations.

If the initial deposit into the Reserve Account does not cause the balance therein to equal the Reserve Requirement or if no deposit is made, the Reserve Account shall be funded as follows:

(i) If the Bonds are sold to the Indiana Finance Authority pursuant to the IFA Program, the County shall, on or before June 30, 2024 and after satisfying the deposit into the Bond Fund and credited to the Bond and Interest Account described in Section 15(a)(i) herein, deposit into the Reserve Account one hundred percent (100%) (or such lesser percent in order to meet the funding requirements herein) of the EDIT Allocation received by the County in June, 2024 and, to the extent such deposit does not fully fund the Reserve Requirement, one hundred percent (100%) (or such lesser percent in order to meet the funding requirements herein) of the EDIT Allocation received by the County in each consecutive calendar month thereafter shall be deposited into the Reserve Account on or before the last day of each consecutive calendar month until the Reserve Requirement is fully funded; or

(ii) If the Bonds are sold to any purchaser other than the Indiana Finance Authority, on the last day of each calendar month until the balance therein equals the Reserve Requirement, an amount of the EDIT Allocation shall be credited to the Reserve Account and such monthly deposits shall be equal in amount and sufficient to accumulate the Reserve Requirement within five (5) years of the date of delivery of the Bonds.

The Reserve Account shall constitute the margin for safety and a protection against default in the payment of principal of and interest on the Bonds, and the moneys in the Reserve Account shall be used to pay current principal and interest on the Bonds, to the extent that moneys in the Bond and Interest Account are insufficient for that purpose. Any deficiency in the balance maintained in the Reserve Account shall be made up from the next available EDIT Allocation remaining after credits into the Bond and Interest Account. Any moneys in the Reserve Account in excess of the Reserve Requirement shall be used for the purchase of outstanding Bonds or installments of principal of fully registered Bonds at a price not exceeding par and accrued interest, and redemption premium, if any, or shall be transferred to the hereinafter defined Improvement Fund.

With the prior written consent of the Indiana Finance Authority, a debt service reserve surety bond may be purchased by the County to satisfy, in whole or in part, the Reserve Requirement. The Commissioners and the Auditor are hereby authorized to execute and deliver

the necessary agreements with the provider of the debt service reserve surety bond providing for, among other matters, the reimbursement to such provider of amounts drawn under the debt service reserve surety bond. Each of these officials are hereby authorized and directed to complete, execute and attest any agreement pertaining to such a debt service reserve surety bond on behalf of the County so long as its provisions are consistent with this Ordinance. The cost of obtaining a debt service reserve surety bond shall be considered as a part of the cost of issuance of the Bonds and may be paid out of the proceeds of the Bonds or out of other funds of the County.

If the Bonds are sold to the Indiana Finance Authority as part of its IFA Program, the Bond Fund, containing the Bond and Interest Account and the Reserve Account, and/or the Construction Account, may be held by a financial institution acceptable to the Indiana Finance Authority as part of its IFA Program, pursuant to terms acceptable to the Indiana Finance Authority. If the Bond Fund and the accounts therein are held in trust, the County shall transfer the monthly required amounts of EDIT Allocation to the Bond and Interest Account and the Reserve Account in accordance with this Section 15, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules for the County's outstanding Bonds. The Commissioners and Auditor are hereby authorized to execute and deliver an agreement with a financial institution to reflect this trust arrangement for the Bond Fund and/or the Construction Account. The financial institution selected to serve in this role may also serve as the Registrar and the Paying Agent for any outstanding bonds of the County.

Section 16. Improvement Fund. There is hereby created an Improvement Fund (the "Improvement Fund"). After meeting the requirements of the O&M Fund set forth above, the County shall transfer to the Improvement Fund from the Revenue Fund on or before the last day of each calendar month a sufficient amount of Net Revenues to be used for improvements to, replacements of, additions to and extensions of the Calumet Township System. Moneys in the Improvement Fund shall be transferred to the Bond and Interest Account if and to the extent necessary to prevent a default in the payment of the principal of, premium, if any, or interest on any Bonds, or Future Parity Obligations payable from Net Revenues, or, if necessary, to eliminate any deficiencies in the deposits or the minimum balance in the Reserve Account as required by Section 15(b) of this Ordinance. At any other time, moneys in the Improvement Fund may be transferred to the O&M Fund to meet unforeseen contingencies in the operation, repair and maintenance of the Calumet Township System. If any BANs or Bonds are sold to the Indiana Finance Authority as part of its IFA Program, so long as any of the BANs or Bonds are outstanding, no moneys derived from the revenues of the Calumet Township System shall be transferred to the General Fund of the County or be used for any purpose not connected with the Calumet Township System.

Section 17. Maintenance of Accounts; Maintenance of Books and Records.

(a) The Bond Fund shall be maintained as a separate account or accounts from all other accounts of the County, including, without limitation, any funds or accounts related to any other utility of the County beyond the Calumet Township System. The O&M Fund and the Improvement Fund may be maintained in a single account or separate accounts, but such account or accounts, shall likewise be maintained separate and apart from all other accounts of the County

(including, without limitation, any funds or accounts related to any other utility of the County beyond the Calumet Township System) and apart from the Bond Fund account or accounts. All moneys deposited in the Funds and Accounts created by this Ordinance shall be deposited, held and secured as public funds in accordance with the public depository laws of the State; provided that moneys therein may be invested in obligations in accordance with applicable laws, including IC 5-13, IC 5-1.2-1 through 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5, as amended or supplemented, and in the event of such investment, the income therefrom shall become a part of the funds invested and shall be used only as provided in this Ordinance. Nothing in this Section or elsewhere in this Ordinance shall be construed to require that separate bank accounts be established and maintained for the Funds and Accounts created by this Ordinance except that (a) the Construction Account shall be maintained as a separate bank account from the other Funds and Accounts of the Calumet Township System, and (b) the other Funds and Accounts of the Calumet Township System shall be maintained as a separate bank account from the other funds and accounts of the County, including, without limitation, any funds or accounts related to any other utility of the County beyond the Calumet Township System and apart from the Bond Fund account or accounts.

(b) The County shall keep proper books of records and accounts, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues collected from the Calumet Township System, all disbursements made on account of the Calumet Township System and all other transactions relating to the Calumet Township System. There shall be furnished, upon written request, to any owner of the Bonds, the most recent audit report of the County, which shall include the Calumet Township System, prepared by the State Board of Accounts. Copies of all such statements and reports shall be kept on file in the office of the Auditor. If the BANs or the Bonds are sold to the Indiana Finance Authority, the County shall establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the Calumet Township System in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual basis, as promulgated by the Governmental Accounting Standards Board, and (ii) the rules, regulations and guidance of the State Board of Accounts.

Section 18. Defeasance of Bonds. If, when any of the Bonds issued hereunder shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds or any portion thereof and coupons then outstanding shall be paid; or (i) sufficient moneys, or (ii) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds issued hereunder or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of the EDIT Allocation.

Section 19. Additional Bond Provisions. The County reserves the right to authorize and issue additional BANs at any time ranking on a parity with the BANs. The County reserves the

right to authorize and issue additional bonds or enter into leases or other obligations payable from the EDIT Allocation or any other legally available local income tax authorized pursuant to the LIT Statute or any other state law enacted to provide authority for local income taxes (the "LIT Revenues"), ranking on a parity with the Bonds (the "Future Parity Obligations"), subject to the following conditions:

(a) All interest and principal payments of the Bonds which are payable from the EDIT Allocation and/or LIT Revenues shall have been paid to date in accordance with their terms, with no payments in arrears, and all required payments into the Bond Fund shall have been made in accordance with the terms of this Ordinance.

(b) For Future Parity Obligations, the amount of the most recent certified distribution of the EDIT Allocation and/or LIT Revenues for the County from the Indiana Department of Local Government Finance (or its successor, if any) shall be at least equal to one hundred twenty-five percent (125%) of the debt service requirements with respect to the outstanding Bonds and the Future Parity Obligations proposed to be issued for each respective year during the term of the outstanding Bonds and Future Parity Obligations. For purposes of this subsection, the showings required herein shall be prepared by a certified public accountant employed by the County for that purpose.

(c) Principal of and interest on any Future Parity Obligations and lease rentals on any Future Parity Obligations shall be payable semiannually on January 15 and July 15.

(d) The Reserve Requirement shall be satisfied for the Future Parity Obligations either at the time of delivery of the Future Parity Obligations or over a five (5) year or shorter period, in a manner which is commensurate with the requirements established in Section 15(b) of this Ordinance.

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

Section 20. Further Covenants. For the purpose of further safeguarding the interests of the owners of the BANs and the Bonds, it is specifically provided as follows:

(a) The County will take no action to repeal, rescind or reduce the pledge of the EDIT Allocation so long as the Bonds are outstanding.

(b) The Project shall be constructed under the supervision and subject to the approval of the Engineers. All estimates for work done or material furnished shall first be checked by the Engineers and approved by the County.

(c) So long as any of the BANs or the Bonds are outstanding, the County shall at all times maintain the Calumet Township System in good condition and operate the same in an efficient manner and at a reasonable cost.

(d) So long as any of the BANs or the Bonds are outstanding, the County shall acquire and maintain insurance on the insurable parts of the Calumet Township System, of a kind and in an amount such as is usually carried by private corporations engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State. All insurance proceeds or condemnation proceeds shall be used in replacing or restoring the Calumet Township System.

(e) So long as any of the Bonds or BANs are outstanding, the County shall not mortgage, pledge or otherwise encumber the property of its sewage works system, or any part thereof, nor shall it sell, lease or otherwise dispose of any part of the same, excepting only such machinery, equipment or other property as may be replaced, or shall no longer be necessary for use in connection with said utility, provided that the County shall obtain the prior written consent of the Indiana Finance Authority if the Bonds or BANS are sold to the Indiana Finance Authority as part of its IFA Program.

(f) Except as otherwise specifically provided in Section 19 hereof, so long as any of the BANs or the Bonds are outstanding, no additional bonds or other obligations pledging any portion of the revenues of the Calumet Township System shall be authorized, executed, or issued by the County, except those as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless the BANs and the Bonds are redeemed or defeased pursuant to Section 18 hereof coincidentally with the delivery of such additional bonds or other obligations.

(g) The County shall take all reasonable actions or proceedings necessary and proper, to the extent permitted by law, to require connection of all property where liquid and solid waste, sewage, night soil or industrial waste is produced with available sanitary sewer.

(h) If the BANs or the Bonds are sold to the Indiana Finance Authority, the County shall not without the prior written consent of the Indiana Finance Authority (i) enter into any lease, contract or agreement or incur any other liabilities in connection with the Calumet Township System other than for normal operating expenditures or the agreements listed on Schedule 20(h) attached hereto, or (ii) borrow any money (including without limitation any loan from other utilities operated by the County) in connection with the Calumet Township System.

(i) The provisions of this Ordinance shall constitute a contract by and between the County and the owners of the BANs and the Bonds, all the terms of which shall be enforceable by any holder of the BANs or the Bonds by any and all appropriate proceedings in law or in equity. After the issuance of the BANs or the Bonds, this Ordinance shall not be repealed, amended or

modified in any respect which will adversely affect the rights or interests of the owners of the BANs or the Bonds, nor shall the County Council or any other body of the County adopt any law, Ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the BANs or the Bonds remain outstanding. Except for the changes set forth in Section 23(a)-(f) of this Ordinance, this Ordinance may be amended, however, without the consent of the BAN or the Bond owners, if the County Council determines, in its sole discretion, that such amendment would not adversely affect the rights of any of the owners of the BANs or the Bond; provided, however, that if the BANs or the Bonds are sold to the Indiana Finance Authority, the County shall obtain the prior written consent of the Indiana Finance Authority.

(j) The provisions of this Ordinance shall be construed to create a trust in the proceeds of the sale of the BANs and the Bonds for the uses and purposes set forth herein, and the owners of the BANs and the Bonds shall retain a lien on such proceeds until the same are applied in accordance with the provisions of this Ordinance and the Act. The provisions of this Ordinance shall also be construed to create a trust in the portion of the Net Revenues herein directed to be set apart and paid into the Improvement Fund for the uses and purposes of such Fund as set forth in this Ordinance. The owners of the BANs and the Bonds shall have all of the rights, remedies and privileges set forth in the provisions of the Act, including the right to have a receiver appointed to administer the Calumet Township System. In addition, any owner of the BANs and the Bonds may, by civil action, protect and enforce rights granted by the Act or under this Ordinance in connection with any action or duty to be performed by the County, the County Council or any officer of the County, including the making and collecting of reasonable and sufficient charges and rates for services provided by the Calumet Township System.

In addition, any owner of the BANs and the Bonds may, by civil action, protect and enforce rights granted by the Act or under this Ordinance in connection with any action or duty to be performed by the County, the County Council or any officer of the County, including the making and collecting of reasonable and sufficient charges and rates for services provided by the Calumet Township System as described in this Ordinance.

(k) None of the provisions of this Ordinance shall be construed as requiring the expenditure of any funds of the County derived from any source other than the proceeds of the BANs, the Bonds, the EDIT Allocation or the operations of the Calumet Township System.

(l) For purpose this Section 20, the term "lease" shall include any lease, contract, or other instrument conferring a right upon the County to use property in exchange for a periodic payments made from the revenues of the sewage works, whether the County desires to cause such to be, or by its terms (or its intended effects) is to be, (i) payable as rent, (ii) booked as an expense or an expenditure, or (iii) classified for accounting or other purposes as a capital lease, financing lease, operating lease, non-appropriation leases, installment purchase agreement or lease, or otherwise (including any combination thereof).

Section 21. Investment of Funds. The Auditor is hereby authorized to invest moneys pursuant to IC 5-1-14-3, as amended, and the provisions of this Ordinance (subject to applicable requirements of federal law to insure such yield is the then current market rate) to the extent

necessary or advisable to preserve the exclusion from gross income of interest on the Bonds and BANs under federal law. The Auditor shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts created or referenced herein. In order to comply with the provisions of the Ordinance, the Auditor is hereby authorized and directed to employ consultants or attorneys from time to time to advise the County as to requirements of federal law to preserve the tax exclusion. The Auditor may pay any such fees as operating expenses of the Calumet Township System.

Section 22. Tax Covenants. In order to preserve the exclusion of interest on the Bonds and BANs from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds or BANs, as the case may be (the "Code") and as an inducement to purchasers of the Bonds and BANs, the County represents, covenants and agrees that:

(a) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the County or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or BANs or property financed by the Bond or BAN proceeds other than as a member of the general public. No person or entity other than the County or another state or local governmental unit will own property financed by Bond or BAN proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds or BANs, as the case may be. If the County enters into a management contract for the Project, the terms of the contract will comply with Internal Revenue Service Revenue Procedure 2017-13, as it may be amended, supplemented or superseded for time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds or BANs, as the case may be.

(b) No more than 10% of the principal of or interest on the Bonds or BANs is (under the terms of the Bonds or BANs, this Ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the County) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Bond or BAN proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Bond or BAN proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond or BAN proceeds. The County reasonably expects, as of the date hereof, that the Bonds and BANs will not meet either the private business use test described in paragraphs (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Bonds or BANs, as the case may be.

(d) No more than 5% of the proceeds of the Bonds or BANs will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(e) The County will not take any action nor fail to take any action with respect to the Bonds or BANs that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds or BANs pursuant to Section 103 of the Code, nor will the County act in any other manner which would adversely affect such exclusion. The County covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds or BANs to be treated as private activity bonds under Section 141 of the Code.

(f) It shall not be an event of default under this Ordinance if the interest on any Bond or BAN is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds or BANs, as the case may be.

(g) The County represents that represents that, if necessary, it will rebate any arbitrage profits to the United States of America in accordance with the Code.

(h) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds or BANs, as the case may be.

Section 23. Amendments with Consent of Bondholders. Subject to the terms and provisions contained in this Section and Section 18(i) of this Ordinance, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the County Council of such Ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the County Council for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this Ordinance or any supplemental ordinance; provided, however, that if the BANs or Bonds are sold to the Indiana Finance Authority, the County shall obtain the prior written consent of the Indiana Finance Authority; and provided, further that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on any Bond issued pursuant to this Ordinance; or a reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon; or

(b) The creation of a lien upon or a pledge of the EDIT Allocation ranking prior to the pledge thereof created by this Ordinance; or

- (c) A preference or priority of any Bond or Bonds issued pursuant to this Ordinance over any other Bond or Bonds issued pursuant to the provisions of this Ordinance; or
- (d) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance; or
- (e) A reduction in the Reserve Requirement, if any; or
- (f) The extension of mandatory sinking fund redemption dates for the Bonds, if any.

If the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Auditor, no owner of any Bond shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the County Council from adopting the same, or from taking any action pursuant to the provisions thereof; provided, however, that if any BANs or Bonds are sold to the Indiana Finance Authority, the County shall obtain the prior written consent of the Indiana Finance Authority. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the County and all owners of Bonds then outstanding, shall thereafter be determined, exercised and enforced in accordance with this Ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights and obligations of the County and the owners of the Bonds, and the terms and provisions of the Bonds and this Ordinance, or any supplemental ordinance, may be modified or altered in any respect with the consent of the County and the owners of all the Bonds then outstanding.

Section 24. Issuance of BANs. The County, having satisfied all the statutory requirements for the issuance of its Bonds, may elect to issue its BAN or BANs to a financial institution, the Indiana Bond Bank or any other purchaser pursuant to a Bond Anticipation Note Purchase Agreement (the "Bond Anticipation Note Agreement") to be entered into between the County and the purchaser of the BAN or BANs. If the BANs are sold to the Indiana Finance Authority through the IFA Program, the Financial Assistance Agreement shall serve as the Bond Anticipation Note Agreement. The County Council hereby authorizes the issuance and execution of the BAN or BANs in lieu of initially issuing Bonds to provide interim financing for the Project until permanent financing becomes available. It shall not be necessary for the County to repeat the procedures for the issuance of its Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs. The Commissioners and the Auditor are hereby authorized and directed to execute a Bond Anticipation Note Agreement (and any amendments made from time to time) in such form or substance as they shall approve acting upon the advice of

counsel. The Commissioners and the Auditor may also take such other actions or deliver such other certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as they deem necessary or desirable in connection therewith.

Section 25. Tax Exemption. Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance (the "Tax Sections") which are designed to preserve the exclusion of interest on the BANs and Bonds from gross income under federal law (the "Tax Exemption") need not be complied with if the County receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption. At the time of delivery of the BANs and Bonds, the Commissioners and Auditor will execute post-issuance compliance procedures with respect to the BANs and Bonds relating to continued compliance of the County with respect to the Tax Sections to preserve the Tax Exemption.

Section 26. Continuing Disclosure. If necessary in order for the purchaser of the Bonds or BANs to comply with the Rule, the Commissioners and Auditor are hereby authorized to execute and deliver, in the name and on behalf of the County, an agreement by the County to comply with the requirements of a continuing disclosure undertaking by the County pursuant to subsection (b)(5) of the Rule, and any amendments thereto from time to time (the "Continuing Disclosure Agreement"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement.

Section 27. Debt Limit Not Exceeded. The County represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the County, will not exceed any applicable constitutional or statutory limitation on the County's indebtedness.

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

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

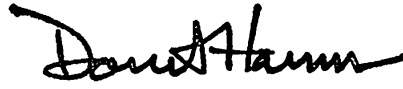
Section 30. Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 31. Effective Date. This Ordinance shall be in full force and effect from and after its passage and execution by the County Council and ratification by the Commissioners.

* * *

PASSED AND ADOPTED by the County Council of the County of Lake County, Indiana,
this 14th day of May, 2024.

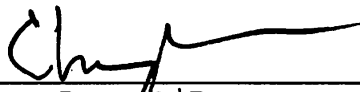
COUNTY COUNCIL,
LAKE COUNTY, INDIANA



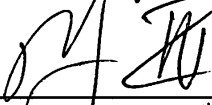
David Hamm, 1st District



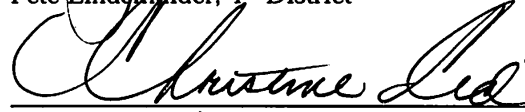
Ronald Brewer, 2nd District



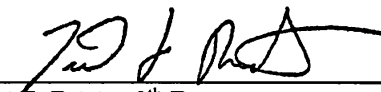
Charlie Brown, 3rd District



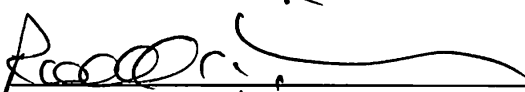
Pete Lindemeyer, 4th District



Christine Cid, 5th District



Ted F. Bilski, 6th District



Randy Niemeyer, 7th District

ATTEST:



Auditor

I, the County Auditor of Lake County, Indiana, pursuant to Indiana Code 36-2-4-8, hereby certify that I have delivered the foregoing Ordinance to the Board of Commissioners at 1:30 a.m./p.m. on May 14th, 2024.



County Auditor

The foregoing Ordinance is hereby ratified and approved by the Board of Commissioners of the County of Lake, Indiana.

Kyle W. Allen, 1st District

Jerry Tippy, 2nd District

Michael C. Repay, 3rd District

EXHIBIT A

Project Description

Calumet Township Septic Tank Elimination Project (Calumet STEP CP1):

Sewage works and utility infrastructure required for the Calumet Township Septic Tank Elimination Project within the unincorporated area of Calumet Township consisting of a total of approximately 96,000 linear feet of sanitary sewer main as follows: (i) the construction of approximately 55,000 linear feet of low-pressure sewer, (ii) the construction of approximately 30,000 linear feet of gravity sewer, (iii) the construction of approximately 11,000 linear feet of force main and a lift station. In addition, the Project will decommission septic systems and connect approximately 1,046 residents and businesses to the newly installed sewage works infrastructure.

Error! Unknown document property name.

130449496v7

EXHIBIT B

Form of Financial Assistance Agreement

Attached.

**STATE OF INDIANA
WASTEWATER REVOLVING LOAN PROGRAM**

FINANCIAL ASSISTANCE AGREEMENT dated as of this [____] day of _____ 2024, by and between the Indiana Finance Authority (the "Finance Authority"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "State") and the County of Lake, Indiana (the "Participant"), a political subdivision as defined in I.C. 5-1.2-2-57 and existing under I.C. 36-2, witnesseth:

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

WHEREAS, pursuant to the Wastewater SRF Act, the State was authorized to fund the Wastewater SRF Program with federal capitalization grants, together with required state matching funds therefor, and to operate the Wastewater SRF Program, and prior to May 15, 2005 so funded and operated the Wastewater SRF Program; and

WHEREAS, pursuant to Public Law 235 - 2005, by operation of law and effective May 15, 2005, the Finance Authority has become the successor to the State in all matters related to the Wastewater SRF Program (including use and acceptance of federal capitalization grants and required state matching funds and operation of the Wastewater SRF Program); and

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

WHEREAS, the Participant has previously entered into a Financial Assistance Agreement with the Finance Authority, dated as of November 8, 2022, to borrow money from the Wastewater SRF Program, to construct and acquire separate projects as described and defined therein (the "Prior Agreement"); and

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

“Clean Water Act” shall mean the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387, and other laws, regulations and guidance supplemental thereto (including the 2014 Appropriations Act and the Water Resources Reform and Development Act of 2014), as amended and supplemented from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Non-Use Assessment Date” shall mean [_____ 1, 20__] and the first day of each sixth (6th) calendar month thereafter unless and until the Non-Use Close-out Date occurs in advance of any such Non-Use Assessment Date.

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

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

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

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

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

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

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

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

“State” shall mean the State of Indiana.

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

“System Development Charges” shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges applicable to the Treatment Works that are available for deposit under the Authorizing Instrument.

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

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

“2014 Appropriations Act” shall mean the Consolidated Appropriations Act, 2014 (also known as H.R. 3457), and other laws, regulations and guidance supplemental thereto (including the Clean Water Act), as amended and supplemented from time to time.

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

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

(End of Article I)

ARTICLE II

**PURPOSE OF BORROWING AND
LOAN TERMS**

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

Section 2.02. The Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fund, shall be immediately deposited by the Participant into such Construction Fund) and thereafter may, subject to the terms and conditions set forth in this Agreement, be applied thereafter to pay Eligible Costs of the Project by the Participant.

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

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

(End of Article II)

ARTICLE III

**REPRESENTATIONS, WARRANTIES AND COVENANTS
OF THE PARTICIPANT**

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

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

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

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

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

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

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

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

(h) In the event Construction is to be paid from Loan proceeds, execute and deliver to the Finance Authority Agency Form 4700-4 ("Pre-award Compliance Review Report for Wastewater Treatment Construction Grants") and such other forms as may be required by the Clean Water Act or SRF Policy Guidelines.

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) in accordance with (1) generally accepted governmental accounting principles, as promulgated by the Government Accounting Standards Board (including GASB No. 34 standards relating to the reporting of infrastructure) and (2) the rules, regulations and guidance of the State Board of Accounts.

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

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

(h) Continue to update, implement, and maintain an Asset Management Program (including a Fiscal Sustainability Plan) of the Participant that meets SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act. The Participant acknowledges and agrees that its agreement to continue to update, implement, and maintain an Asset Management Program (including a Fiscal Sustainability Plan) as provided in this

subsection was a condition of the Loan and that the Participant's Asset Management Program (including a Fiscal Sustainability Plan) was certified prior to the date of Participant's submission of its Preliminary Engineering Report. Over the term of the Loan, the Participant further agrees to continue to update, implement and maintain the Participant's Asset Management Program (including a Fiscal Sustainability Plan) to assure it has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(u) Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

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

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

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

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

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

(a) The Participant is duly organized and existing under State law, and constitutes a "political subdivision" within the meaning of I.C. 5-1.2-2-57) and a "participant" within the meaning of I.C. 5-1.2-2-54. The Project and the Treatment Works are subject to I.C. 36-9-2-16 and -17 and I.C. 6-3.6.

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

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

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

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

(f) The Participant has not at any time failed to pay when due interest or principal on, and it is not now in default under, any warrant or other evidence of obligation or indebtedness of the Participant.

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

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

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

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

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

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

Section 3.06. Tax Covenants. The Participant hereby covenants that it will not take, or cause or permit to be taken by it or by any party under its control, or fail to take or cause to permit to be taken by it or by any party under its control, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code. The Participant further covenants that it will not do any act or thing that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code or "arbitrage bonds" within the meaning of Section 148 of the Code. In furtherance and not in limitation of the foregoing, the Participant shall take all action necessary and appropriate to

comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable to the Participant or the Bonds, including accounting for and making provision for the payment of any and all amounts that may be required to be paid to the United States of America from time to time pursuant to Section 148 of the Code.

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

(End of Article III)

ARTICLE IV**DEFAULTS**

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

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

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

(End of Article IV)

ARTICLE V**MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

2293 N. Main Street
Crown Point, IN 46307
Attention: Auditor

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

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

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

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

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

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

(End of Article V)

[THE REMAINDER OF THIS PAGE HAS
BEEN INTENTIONALLY LEFT BLANK]

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

COUNTY OF LAKE, INDIANA

INDIANA FINANCE AUTHORITY

"Participant"

"Finance Authority"

By: _____

By: _____

Printed: _____

James P. McGoff
Director of Environmental Programs

Title: _____

Attest: _____

(Signature Page to Financial Assistance Agreement)

Error! Unknown document property name.

**EXHIBIT A
Project Description**

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

-
-
-
-

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

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

[End of Exhibit A]

EXHIBIT B
Principal Payment Schedule for the Bonds

| <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Maturity Date</u> | <u>Principal Amount</u> |
|----------------------|-------------------------|----------------------|-------------------------|
| 07/15/2024 | \$ | 07/15/2041 | \$ |
| 01/15/2025 | | 01/15/2042 | |
| 07/15/2025 | | 07/15/2042 | |
| 01/15/2026 | | 01/15/2043 | |
| 07/15/2026 | | 07/15/2043 | |
| 01/15/2027 | | 01/15/2044 | |
| 07/15/2027 | | 07/15/2044 | |
| 01/15/2028 | | 01/15/2045 | |
| 07/15/2028 | | 07/15/2045 | |
| 01/15/2029 | | 01/15/2046 | |
| 07/15/2029 | | 07/15/2046 | |
| 01/15/2030 | | 01/15/2047 | |
| 07/15/2030 | | 07/15/2047 | |
| 01/15/2031 | | 01/15/2048 | |
| 07/15/2031 | | 07/15/2048 | |
| 01/15/2032 | | 01/15/2049 | |
| 07/15/2032 | | 07/15/2049 | |
| 01/15/2033 | | 01/15/2050 | |
| 07/15/2033 | | 07/15/2050 | |
| 01/15/2034 | | 01/15/2051 | |
| 07/15/2034 | | 07/15/2051 | |
| 01/15/2035 | | 01/15/2052 | |
| 07/15/2035 | | 07/15/2052 | |
| 01/15/2036 | | 01/15/2053 | |
| 07/15/2036 | | 07/15/2053 | |
| 01/15/2037 | | 01/15/2054 | |
| 07/15/2037 | | 07/15/2054 | |
| 01/15/2038 | | 01/15/2055 | |
| 07/15/2038 | | 07/15/2055 | |
| 01/15/2039 | | 01/15/2056 | |
| 07/15/2039 | | 07/15/2056 | |
| 01/15/2040 | | 01/15/2057 | |
| 07/15/2040 | | 07/15/2057 | |
| 01/15/2041 | | TOTAL | \$ |

[End of Exhibit B]

Error! Unknown document property name.

130449496v7

EXHIBIT C
Credit Instrument

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

- None. ¹

[End of Exhibit C]

Error! Unknown document property name.

130449496v7

Exhibit D
Additional Terms

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

“Equivalency Project” shall mean a project designated by the Finance Authority as an “equivalency project” under the Clean Water Act related to the “US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds” for the federal fiscal year ending September 30, 2022 (or such later federal fiscal year as the Finance Authority may otherwise designate).

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

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

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

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

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

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

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

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

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

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

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

"GPR Projects Adjustment Fee" shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program's interest rate policies and practices using the

final, actual GPR Projects Expenditures (rather than the GPR Projects Business Case Amount), all as determined by the Finance Authority.

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

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

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

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

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

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

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

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

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

[End of Exhibit D]

SCHEDULE 20(h)

Approved Agreements

1. Wastewater Treatment Agreement between the City of Gary Sanitary District and Lake County, Indiana.

In the Matter of Planning Commission Ordinance 2572 Angela Mills, Owner Rodney Mills, Petitioner, 04/17/24, A-1 to RR, Favorable Recommendation, (Vote 5-0)

Lindemulder made the motion, seconded by Hamm, to approve. Majority voted yes. Motion to approve carried 7-0.

**ORDINANCE #2572
OF THE COUNTY OF LAKE**

AN ORDINANCE TO AMEND the Certified Zoning Maps of the County of Lake, Indiana to make provisions for a ZONE CHANGE (Lake County Plan Commission made a favorable recommendation April 17, 2024).

BE IT ORDAINED by the County Council of Lake County, Indiana as follows:

ZONE CHANGE from A-1 (Agricultural Zone) to RR (Rural Residential) owned by Angela Mills and petitioned by Rodney Mills to allow a proposed one-lot subdivision on the following described property:

General Location: Located approximately 3/10 of a mile east of Blaine Street on the south side of 93rd Avenue, a/k/a 7195 W. 93rd Avenue in St. John Township.

LEGAL DESCRIPTION:

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE ABOVE SAID EAST HALF OF THE NORTHWEST QUARTER AND RUNNING THENCE WEST 411.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER 330 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER 462.36 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE SAID EAST HALF OF THE NORTHWEST QUARTER 370 FEET MORE OR LESS TO THE CENTERLINE OF BEAVER DAM DITCH; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER 873.79 FEET, MORE OR LESS TO THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER; THENCE NORTH 700 FEET, TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.


EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID EAST HALF; THENCE NORTH 89 DEGREES 57 MINUTES 46 SECONDS WEST, ALONG THE NORTH LINE OF SAID EAST HALF, 155.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 54 MINUTES 43 SECONDS EAST, PARALLEL TO THE EAST LINE OF SAID EAST HALF, 200.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 40 SECONDS WEST, PARALLEL TO THE NORTH LINE OF SAID EAST HALF, 256.07 FEET TO THE EAST LINE OF LOT 3 IN HILLTOP HEIGHTS 1ST ADDITION RECORDED IN PLAT BOOK 85 PAGE 81; THENCE NORTH 00 DEGREES 53 MINUTES 29 SECONDS WEST ALONG SAID LINE, 200.00 FEET TO SADD NORTH LINE; THENCE SOUTH 89 DEGREES 57 MINUTES 48 SECONDS EAST, ALONG SAID NORTH LINE, 256.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

IS HEREBY X BY THE COUNTY COUNCIL
 APPROVED DENIED REMANDED

OF LAKE COUNTY, INDIANA, THIS 14th DAY OF May , 2024.

MEMBERS OF THE LAKE COUNTY COUNCIL



CHRISTINE CID, PRESIDENT



DAVE HAMM, VICE PRESIDENT


TED BILSKI, MEMBER


RONALD BREWER, SR., MEMBER


CHARLIE BROWN, MEMBER


PETE LINDERMULDER, MEMBER


RANDY NIEMEIER, MEMBER

Bilski made the motion, seconded by Niemeyer, to add an update to Gary US Steel from County Assessor Latonya Spearman. Majority voted yes. Motion to add to the agenda carried 7-0.

Spearman – In February 2007, the Indiana Board of Tax Review ordered that the true tax value for the real property at United States Steel Corporation- Gary Works for March 1, 2001 be assessed at \$90M. The assessed value of the real property prior to the determination was \$269,801,300 (land-\$59,582,900, improvements- \$210,218,400). The DLGF's Final Determination for the 2024pay2025 assessment year is \$108,598,800. Unlike other property classes across the county, USX's real property values have largely remained constant over the past 20 years, hovering around the \$100 million range and since legislation was enacted transferring the responsibility of assessing Lake County's three large industrial facilities to the Department of Local Government Finance. Although US Steel's assessment has long been believed to have been undervalued, it has not since been challenged. The 2024 Preliminary Certification of the real property at USX was issued by the Department on March 1, 2024. Upon receipt, we began to engage Mayor Eddie Melton and his team in discussions regarding a potential challenge of the assessment. Careful consideration has been given to the matter, and in good faith, we desire to proceed with initiating the petition for review. While the allocated value of the pending \$14B acquisition by Nippon is informative, our decision is not premised on this information alone)Enclosed is a disclosure from the sale of two parcels formerly owned by Cleveland Cliffs. The transaction occurred in October of 2021. The purchase price was \$21.Sm for approximately 92 acres or \$233,695/ac. As you may be aware, US Steel is situated on approximately 3100 acres. This data suggests that the land is worth more than the current assessment. Further, we have engaged an independent fee appraiser to conduct a land only appraisal, which we believe will satisfy the substantial evidence requirement. Also unique to Lake County's large industrial facilities, are the requirements for initiating an appeal. In this instance, the County Assessor may not expend public money appealing an assessment under IC 6-1.1-8.5-11 unless the following requirements are met before a petition for review is submitted to the Indiana board:

(1) The county assessor submits to the county fiscal body a written estimate of the cost of the appeal.

(2) The county fiscal body adopts a resolution approving the county assessor's proposed expenditure to carry out the appeal.

(3) The total amount of the proposed expenditure is in accordance with an appropriation made by the county fiscal body in the manner provided by law.

This is uncharted territory, as this would be the first time a challenge of this nature will have been brought. We estimate the costs will be around \$500K, over the life of the appeal. The City of Gary is 100% in supportive of this endeavor and is willing to cover its pro rata share of the expenses. It should also be noted that the circumstances involved in USX appeal and assessment are different from those of the Southlake Mall, which was inherited by this administration, for multiple reasons. With the requirement for the County Assessor to establish a reasonable likelihood of success before the matter may proceed being the most salient. If this requirement is not met, the petition for review will be dismissed. As it stands, the only expense is the cost of the land only appraisal, which will be paid from funds currently available in my office's 2024 budget. While this request may seem untimely, there were a number of bases to cover in order to ensure the necessary support was in place. The appeal deadline is Friday, May 17th. We respectfully request a resolution approving the proposed expenditure be passed.

Bilski – I support this wholeheartedly, I hope our legislators realize that when they created this law that they put in a mechanism and a threshold to adjust that 30%. It's unfair to the City of Gary because logistically they're the largest city in our county. You have an integrated steel mill in your backyard and you have the same AP value as the town of Schererville with only 30,000 residents. We allow them into our community because they create great paying jobs at the cost of destroying our health and breathing in polluted air. If we want to keep them here, then they need to pay their fair share. Its unfair that a resident in Miller pays more per square foot than an integrated steel mill.

Bilski made the motion, seconded by Brewer, to approve Resolution Regarding Lake County Assessors Proposed Expenditure to Appeal the 2024 Real Property True Tax Value for United States Steel Corporation.

Niemeyer – If we approach this appeal and let's say we're successful, would this open up a Pandora's box for Lake Shore, Porter County, Lake County, East Chicago to Cleveland Cliffs? I guess that's a rhetorical question of general taxation, is this is being as unprecedented as it is has anyone looked at the possible impacts on other parts of the industrial lake shore?

Spearman – We have not looked at those potential impacts. Obviously if we're successful in this appeal, there may be a desire on the part of other communities to do the same, but we haven't begun to explore that at this time.

Niemeyer – How much public money do we have or can we appropriate to spend on this type of appeal? What about Cleveland Cliff's and the communities Cleveland Cliffs is involved in? Are we going to have the money to support an appeal there too?

Spearman – What I think is important to note is that the City of Gary is coming on board as a partner and they are willing to pay their pro rata share which is 93%.

Niemeyer – Would you be facilitating the appeal or would it be officials from the City of Gary?

Spearman – The county assessor has to facilitate the appeal.

Niemeyer – Do we have a decent estimate of what the potential tax collection impacts it could mean for the communities it affects but also for corporation of US Steel?

Spearman – Not yet.

Niemeyer – Has anyone from US Steel been engaged in the process?

Spearman – Yes, so far there has been a request on our behalf for site inspection to conduct the appraisal and the response has been favorable. In fact, they are in support of the IBTR extending an extension for us to be able to present documentation because they are unable to allow us onto the property until June 5th. I want to speak the time again and I think I laid out when we received the preliminary certification so we received the preliminary certification March 1. At that time, I begin to engage the mayor and team in conversation about the matter. One month later, we received the final determination and so we had 45 days from the final determination to actually initiate the appeal. That 45-day deadline ends this Friday and so I know it seems like this is really short notice for you, but I didn't want to come prematurely and make the request so I needed to ensure that the City of Gary was on board and willing to help us with some of the cost.

Niemeyer – Why hasn't this been pursued in previous years and now this year there's the urgency?

Spearman – I can't answer for why it hasn't been pursued previously but I think that this is an ideal time to do so given the \$14 billion proposed acquisition that's set to close at the end of the third quarter.

Niemeyer – I wonder if something like that could possibly create sustainability questions for the steel mill dependent upon the assessment of it. You see a lot of industries that move into industrialized areas seek tax abatements, and other sorts of benefits, and this is kind of the opposite of that. Not saying that they deserve the tax breaks, but as Ted mentioned, it's a major employer here in the Region that I want to try to find ways to protect those steel jobs and not put them in jeopardy. You did a great job quickly, but there's obviously going to be a very detailed and complex process to this.

Spearman – Those are the very reasons that we first started with the City of Gary and engaging them in those discussions because it would impact our community. As a citizen of Gary, and I'm concerned with all the things that you just mentioned but we are not seeking a \$14 billion value although that's the purchase price/acquisition cost, but we do believe that they should pay their fair share and certainly the current assessment doesn't reflect the properties market value and use so I think that it's reasonable for us to at least attempt to challenge that value and see where it gets us.

Niemeyer – So, this current assessment process is undertaken the way it is because of state legislation from 2003?

Spearman – Correct. The appeal is a separate piece of legislation that governs the appeal process specifically for the large industrial properties.

Brown – I am very supportive of this by virtue of the negative impact it has had on Gary and other large communities by virtue of not having those potential tax dollars available.

Niemeyer – Obviously, within any appeal, there's due process of law and this could end up in multiple levels of court jurisdiction. Is the city of Gary and/or the Lake County Council prepared for the expenditure of possibly large amount of monies and defending the appeal in the court of law? Do we have any sort of plan, any sort of idea of what this will take long-term? In most of these cases where there are appeals it does take several years to resolve so the reality is, we're probably going to be faced with multiple years of legal bills to go with this. I just think it's necessary to think about the whole scope. I understand your timeline here but the presentation the night before it's like there's just so many questions to this that are very difficult from a financial standpoint to look at as a fiscal body and say, "Yes, let's do that" and then all of a sudden, we have a seven-figure amount of legal bills to pay at some point.

Spearman – We don't anticipate that, and again the county's share would be approximately 7% over the life of the appeal so we have considered all of those things. Very careful consideration, has been given to every aspect of this appeal.

Niemeyer – The City of Gary isn't known to be in the greatest financial condition and partly because of some of these things. I'm just wondering aloud if they would have the financial wherewithal to go through a long drawn out appeals process.

O'Donnell – This statute is very restrictive to the county assessor. This first phase that she's talking about it could be dismissed with no appeal from the county. What the council is finding today, is that Latonya has submitted an estimate of the cost, which is the \$500,000, the second thing you're finding is that you're approving her to expend it on this appeal. The third thing is that the proposed expenditure is in accordance with an appropriation already made by the county fiscal body. There are sufficient funds in the reassessment fund as well as the general fund for Latonya to get this started and actually cover all of the expense. We don't have an interlocal agreement with Gary so its really nice that they're committed to it, there's no document that says they have to do that so I want the council to be aware of that too. Latonya has to submit evidence immediately as to these values or the board is going to dismiss the appeal. There's not a lot of exposure right now because there's not going to be a lot of money spent between now and Friday but the exposure that we are committing to is that out of her reassessment fund she'll spend up to \$500,000 over the life of the appeal.

Motion to approve Resolution Approving the Lake County Assessors Proposed Expenditure to Appeal the 2024 Real Property True Tax Value for United States Steel Corporation – Gary Works carried 7-0.

RESOLUTION NO. 24-26

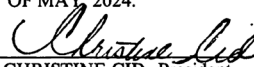
RESOLUTION APPROVING THE LAKE COUNTY ASSESSOR'S
PROPOSED EXPENDITURE TO APPEAL THE 2024 REAL PROPERTY
TRUE TAX VALUE FOR UNITED STATES STEEL CORPORATION - GARY WORKS


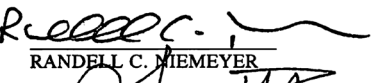

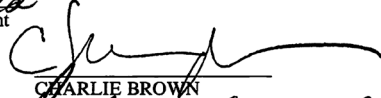


- WHEREAS, the Department of Local Government Finance's Final Determination of the true tax value of United States Steel Corporation - Gary Works for the 2024 pay 2025 assessment year is \$108,598,800.00; and
- WHEREAS, United States Steel Corporation - Gary Works' real property values have largely remained constant over the past 20 years; and
- WHEREAS, the Lake County Assessor and Gary Mayor Eddie Melton have discussed a potential challenge of the assessment and desire to proceed with initiating a Petition for Review; and
- WHEREAS, the Lake County Assessor estimates the cost of the appeal will be approximately \$500,000.00; and
- WHEREAS, pursuant to I.C. 6-1.1-8.5-11(b) the County Assessor may not expend public money appealing an assessment unless the following requirements are met before a Petition for Review is submitted to the Indiana Board:
 - (1) The county assessor submits to the county fiscal body a written estimate of the cost of the appeal;
 - (2) The county fiscal body adopts a resolution approving the county assessor's proposed expenditure to carry out the appeal;
 - (3) the total amount of the proposed expenditure is in accordance with an appropriation made by the county fiscal body in the manner provided by law.

NOW THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council has reviewed the Lake County Assessor's written estimate of the cost of the appeal of the Final Determination of the true tax value of the real property located on the United States Steel Corporation - Gary works facility and hereby approves the Lake County Assessor's proposed expenditure to carry out the appeal.

SO RESOLVED THIS 14TH DAY OF MAY, 2024.


CHRISTINE CID, President

| | |
|---|---|
| <p> DAVID HAMM</p> <p> RANDELL C. MEMEYER</p> <p> PETE LINDEMULDER</p> | <p> CHARLIE BROWN</p> <p> RONALD G. BREWER, SR.</p> <p> TED F. BILSKI</p> |
|---|---|

Members of the Lake County Council

There being no further business to come before the Council, it was moved and seconded that this Council does now adjourn, to meet again as required by law.

President, Lake County Council

ATTEST:

Peggy Holinga Katona,
Lake County Auditor